



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

Governing Body Agenda

July 8, 2025
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

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

City Manager: Dr. Robert M. Perez

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

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes.

If you need any accommodations for the meeting, please contact the City ADA Coordinator at 785-368-4470. Kansas Relay Service at 800-766-3777. Please provide a 48 Hour Notice if possible.

Agendas are available by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. APPOINTMENTS:

A. Board Appointment - Topeka Sustainability Advisory Board

BOARD APPOINTMENT recommending the appointment of Lindsay Freeman to the Topeka Sustainability Advisory Board for a term ending July 11, 2027. *(Council District No. 6)*

B. Board Appointment - Shawnee County Juvenile Corrections Advisory Board

BOARD APPOINTMENT recommending the reappointment of Joy Grimes to the Shawnee County Juvenile Corrections Advisory Board for an unexpired term ending July 14, 2028. *(Other/Outside City Limits)*

3. PRESENTATIONS:

- **Gage Park Improvement Authority 2024 Annual Report**
- **All Hands On Deck Campaign To End Chronic Homelessness**

4. CONSENT AGENDA:

A. Professional Services Contract - Alliant Insurance Services, Inc. - Insurance Brokerage and Services

APPROVAL of a professional services contract between the City of Topeka and Alliant Insurance Services, Inc., for providing insurance brokerage, risk management consulting, and other related services.

(Approval will authorize the City Manager to sign and execute the contract for a total not-to-exceed amount of \$110,000.)

B. MINUTES of the regular meeting of July 1, 2025.

C. APPLICATIONS:

5. ACTION ITEMS:

A. Public Hearing and Ordinance - De-Annexation per K.S.A. 12-504(b)

PUBLIC HEARING on the advisability of the de-annexation of a certain portion of right-of-way in the area of NW 25th Street and NW Button Road, City of Topeka, Shawnee County, Kansas.

ORDINANCE introduced by City Manager Dr. Robert M. Perez, de-annexing a certain tract of land within the City of Topeka, Kansas pursuant to K.S.A. 12-504(b).

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

(De-annexation of a tract of land on the north side of NW 25th Street to correct a voting precinct

issue created by the original annexation.)

B. Resolution - Topeka Zoo Fiber Relocation Project No. 900800.00

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers David Banks, Sylvia Ortiz and Neil Dobler, amending the 2025-2034 CIP and the 2025-2027 CIB to add Project No. 900800.00 for Topeka Zoo Fiber Relocation. *(Public Infrastructure Committee recommended approval on June 17, 2025)*

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

(The project involves relocating existing fiber optic cables at the Topeka Zoo to accommodate ongoing construction. The Gage Park Improvement Authority (GPIA) will reimburse the City for the cost of the relocation project.)

C. Discussion/Possible Action - Amending TMC Section 6.15.170 - Dangerous Dogs

DISCUSSION with POSSIBLE ACTION of an **ORDINANCE** introduced by City Manager Dr. Robert M. Perez, concerning dangerous dogs, amending Section 6.15.170 of the Topeka Municipal Code and repealing original sections. *(Public Health and Safety Committee recommended to move forward with the amendments on June 18, 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 amend the ordinance to allow more discretion regarding timeframe needed to comply with conditions upon conviction and allow for release of a dog to the humane society upon any failure to appear.)

D. Discussion/Possible Action - Amending TMC Section 6.05.100 - Cruelty to Animals

DISCUSSION with POSSIBLE ACTION of an **ORDINANCE** introduced by City Manager Dr. Robert M. Perez, concerning Cruelty to Animals, amending Section 6.05.100 of the Topeka Municipal Code and repealing original section. *(Public Health and Safety Committee recommended moving forward with the amendments on June 18, 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 amend requirements regarding access to water, posting and renewing bonds and establishing violations as a misdemeanor.)

E. Resolution - Setting Public Hearing Date - LB Lots, LLC RHID

RESOLUTION introduced by City Manager Dr. Robert M. Perez providing notice that the City is considering establishing a Reinvestment Housing Incentive District (“RHID”) for LB Lots, LLC; adopting a plan for the development of housing and public facilities in the proposed RHID; and establishing the date and time of a public hearing.

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

(Approval of the resolution would set a public hearing date for August 12, 2025, to entertain public comment. Notice will be published in the Topeka Metro Newspaper.)

F. Resolution - Topeka Metro Transit Authority (TMTA) Revenue Neutral Rate (RNR) - 2026 Proposed Budget

RESOLUTION introduced by City Manager Dr. Robert M. Perez, notifying the County Clerk of: (1) a proposed intent to exceed the revenue neutral rate for the Topeka Metro Transit Authority (TMTA); (2) the proposed tax rate; and (3) the date, time and location of the public hearing to consider adopting a budget that exceeds the revenue neutral rate.

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

(Approval would notify the County Clerk that the City, as the entity responsible for levying a tax on behalf of the TMTA, is considering adopting a 2026 budget that would include exceeding the TMTA's revenue neutral rate (RNR).)

G. Resolution - City of Topeka Revenue Neutral Rate (RNR) - 2026 Proposed Budget

RESOLUTION introduced by City Manager Dr. Robert M. Perez, notifying the County Clerk of: (1) a proposed intent to exceed the revenue neutral rate for the City of Topeka's 2026 budget; (2) the proposed tax rate; and (3) the date, time and location of the public hearing to consider adopting a budget that exceeds the revenue neutral rate.

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

(Approval would notify the County Clerk of the Governing Body's intent to consider adopting a budget for 2026 that exceeds the Revenue Neutral Rate (RNR).)

6. NON-ACTION ITEMS:

A. Discussion - Dynamic Core TIF District - Removing Neighborhood Revitalization Program Properties

DISCUSSION regarding the removal of certain real property from the Dynamic Core Redevelopment District.

(Approval would remove the listed properties from the Dynamic Core TIF District because the properties have been approved for participation in the neighborhood revitalization rebate program.)

7. PUBLIC COMMENT:

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

<https://www.facebook.com/cityoftopeka/>.

8. ANNOUNCEMENTS:

9. EXECUTIVE SESSION:

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

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

10. ADJOURNMENT:



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

DATE: July 8, 2025
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Sustainability PROJECT #:
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Lindsay Freeman to the Topeka Sustainability Advisory Board for a term ending July 11, 2027. (*Council District No. 6*)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The Topeka Sustainability Advisory Board promotes environmental awareness and advocates for policies that support sustainability specifically including, but not limited to, environmental awareness, waste reduction, recycling, energy conservation and natural resource conservation in the City of Topeka, and to enhance the quality of life by improving the City's efforts in these areas.

STAFF RECOMMENDATION:

Councilmember Miller nominates and Mayor Padilla recommends the appointment of Lindsay Freeman to the Topeka Sustainability Advisory Board for a term ending July 11, 2027.

BACKGROUND:

In accordance with City Code 2.95.020, the Sustainability Advisory Board shall consist of nine members and be residents of the City of Topeka. After the initial appointment of the board, all members shall serve two (2) year terms unless appointed to fill out an unexpired term. At least five (5) of the nine (9) board members shall be currently licensed, have a degree in, be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

L. Freeman - Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on	30 April 2025, 4:39PM
Receipt number	365
Related form version	9

Profile

First Name	Lindsay
Last Name	Freeman
Email Address	lindsay.freeman@onegas.com
Street Address	501 SW Gage Blvd.
Suite or Apt	
City	Topeka
State	Kansas
Zip	66604
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 6
Primary Phone	7852318544
Alternate Phone	7855012318
Employer	Kansas Gas Service
Job Title	State Manager, Community Relations
Which Board would you like to apply for?	Topeka Sustainability Advisory Board
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee?	Yes
Who are you related to and how are you related?	My husband, Aaron Freeman, works for the Topeka Fire Department.
Are you or have you been a party to any civil litigation involving the City of Topeka?	No
Please explain the litigation and your role in it:	
Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?	No
Please explain your delinquent payment situation.	
Please state why you are interested in serving on this board or commission:	I'm passionate about creating a more sustainable and resilient community, and I believe local action is one of the most effective ways to drive meaningful change. Serving a second term on the Sustainability Advisory Board would allow me to continue contributing my energy, ideas, and perspective to shape policies and initiatives that promote long-term environmental health and social well-being in our city. I'm eager to keep helping identify and implement practical strategies that reflect our community's values and priorities. I also believe strongly in the power of collaboration and public engagement, and I would continue working to build stronger connections between residents, city officials, and local organizations.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.	As a natural gas utility employee, I offer insight into balancing environmental goals with the community's need for reliable, affordable energy. I understand how utilities are working to reduce emissions while maintaining service and can help guide practical, realistic sustainability efforts.
List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)	n/a
**Please upload a resume or any additional information you believe may be helpful in considering your application.	L. Freeman resume 05.2023.pdf

Voluntary Self Identification

Ethnicity	Caucasian/Non-Hispanic
Gender	Female

Acknowledgements and Verification

Purpose of Information being submitted.	I Agree
The information I am submitting is true and correct.	I Agree

Your electronic signature

Alternative electronic signature

Lindsay M. Freeman

Notification to applicants for City Board/Commissions

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

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



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

DATE: July 8, 2025
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: SNCO County Juvenile Corrections Advisory Board PROJECT #:
CATEGORY/SUBCATEGORY 005 Claims / 006 Appeals
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Joy Grimes to the Shawnee County Juvenile Corrections Advisory Board for an unexpired term ending July 14, 2028. *(Other/Outside City Limits)*

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The board establishes policies for juvenile services in Shawnee County as well as reviews funding applications and makes recommendations to the Shawnee County Commissioners.

STAFF RECOMMENDATION:

Mayor Padilla is recommending the reappointment of Joy Grimes to the Shawnee County Juvenile Corrections Advisory Board for an unexpired term ending July 14, 2028. This is a statutory board pursuant to KSA 75-7044 that appointments shall be made by the governing body. The Juvenile Corrections Advisory Board is a statutory board wherein the Mayor nominates and the Council has final approval.

BACKGROUND:

KSA 75-7044. The Juvenile Corrections Advisory Board is a statutory board that actively participates in the formulation of the comprehensive plan for development, implementation and operation of juvenile correctional services.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

J. Grimes - Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on	29 April 2025, 4:28PM
Receipt number	364
Related form version	9

Profile

First Name	Joy
Last Name	Grimes
Email Address	jgrimes@tps501.org
Street Address	200 SE 40th Street
Suite or Apt	Linn Education Center
City	Topeka
State	Kansas
Zip	66606
Are you a resident of the City of Topeka?	No
What district do you live in?	Other/Outside City Limits
Primary Phone	7857308355
Alternate Phone	
Employer	Topeka Public Schools
Job Title	Student Services
Which Board would you like to apply for?	Shawnee County Juvenile Corrections Advisory Board
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No

Which department do you work for?

Are you or any immediate family member related to any city governmental official or employee?	No
Who are you related to and how are you related?	
Are you or have you been a party to any civil litigation involving the City of Topeka?	No
Please explain the litigation and your role in it:	
Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?	No
Please explain your delinquent payment situation.	
Please state why you are interested in serving on this board or commission:	Topeka Public Schools has developed a partnership with the members of the Juvenile Corrections Advisory Board as we work to build a better community and support youth.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.	I have an Ed,D in Educational Leadership and have been an employee of Topeka Public Schools for the past 11 years.. I am the Student Services Coordinator and a principal at Avondale Academy, Florence Crittenton, and the Shawnee County Juvenile Detention Center.
List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)	KSDE Building Leader License
**Please upload a resume or any additional information you believe may be helpful in considering your application.	

Voluntary Self Identification

Ethnicity	Caucasian/Non-Hispanic
Gender	Female

Acknowledgements and Verification

Purpose of Information being submitted.	I Agree
The information I am submitting is true and correct.	I Agree
Your electronic signature	



[Link to signature](#)

Alternative electronic signature

Notification to applicants for City Board/Commissions

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

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Council Action Form
Council Chambers
214 SE 8th Street
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www.topeka.org
July 8, 2025

DATE: July 8, 2025
CONTACT PERSON: Keith Warta, Gage Park Improvement Authority/
Brett Martin and Barry Feaker, Compassion Strategies
SECOND PARTY/SUBJECT: Gage Park Improvement Authority
2024 Annual Report;
One Stop Shop Pilot Program
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Gage Park Improvement Authority 2024 Annual Report
- All Hands On Deck Campaign To End Chronic Homelessness

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Gage Park Improvement Authority 2024 Annual Report
All Hands On Deck Campaign Presentation

GAGE PARK IMPROVEMENT AUTHORITY

ANNUAL REPORT

Enhancing Gage Park For Our Community

2024



GAGE PARK IMPROVEMENT AUTHORITY

topekazoo.org • kansasdsccovery.org • parks.snco.us

GPIA - 2024 Annual Report

GAGE PARK IMPROVEMENT AUTHORITY

2024 TOTAL REVENUE
\$9,122,144

About GPIA

Established on November 8, 2022, by Shawnee County residents' vote, GPIA enhances Gage Park through a \$.002 sales tax on county purchases. This tax is earmarked exclusively for Gage Park improvements and remains in effect until residents vote to repeal it.

The Kansas Department of Revenue collects this tax, earmarking it exclusively for Gage Park improvements. Any adjustment to the sales tax rate necessitates approval through a vote by Shawnee County residents.

GPIA uses sales tax funds to improve Gage Park's facilities, create educational programs for kids, and support other initiatives, ensuring the park remains a cherished space for county residents and regional visitors.

Leadership

Board of Directors: Directors of Shawnee County Parks and Recreation, Topeka Zoo and Conservation Center, Kansas Children's Discovery Center, plus two members each from Topeka City Council and Shawnee County Board of Commissioners.

These individuals may designate representatives to serve on their behalf.

Financial Allocation Summary

Entity	Annual Allocation	%	Monthly Avg
Zoo & Conservation	\$5,290,843	58%	\$440,903
Parks & Recreation	\$2,006,871	22%	\$167,239
Discovery Center	\$1,368,321	15%	\$114,026
GPIA Administration	\$456,107	5%	\$38,008
TOTAL	\$9,122,144	100%	\$760,178

Monthly Distribution

Jan \$741K	Feb \$837K	Mar \$691K	Apr \$695K	May \$774K	Jun \$747K
Jul \$792K	Aug \$780K	Sep \$773K	Oct \$800K	Nov \$699K	Dec \$767K



SHAWNEE COUNTY PARKS + RECREATION

Gage Park Play Land Renovation Project

The Gage Park Play Land renovation project will completely reimagine the park, introducing innovative features and modern designs to create an exceptional destination for families and visitors. Completion is planned by mid-2026.

Construction Timeline



Project Features

Sky Trail

An elevated net trail system running the entire length of Play Land, creating a unique adventure experience for visitors.

Splash Pad

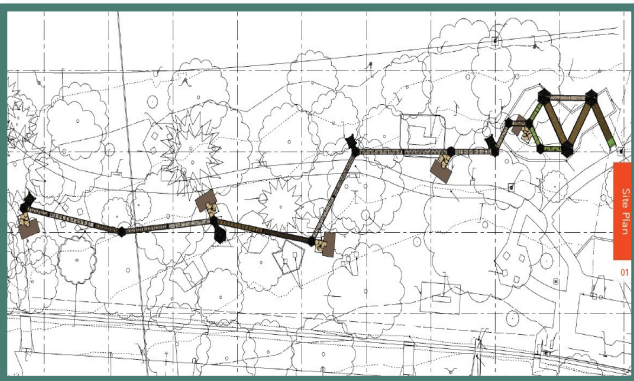
A brand-new interactive water feature that will provide cooling fun during summer months for children of all ages.

Inclusive Play Areas

Nine separate play areas with updated, inclusive designs to engage kids of all ages and abilities.

Additional Upgrades

New shelters, increased seating, and improved landscaping to enhance comfort for families and community gatherings.



GPIA - 2024 Annual Report

GAGE PARK IMPROVEMENT AUTHORITY

PARKS + RECREATION
CONTINUED

\$2,006,871

2024 Events and Activities

Gage Park Founders Fest

April 27, 2024

The first annual Gage Park Founders Fest welcomed families for a free day of entertainment, activities, and community celebration.

Attendance: 3,000+

Jerold Binkley Tulip Time

April 10-23, 2024

Annual celebration featuring over 100,000 tulips in bloom throughout Gage Park and other locations.

Attendance: 25,000+

Carousel Anniversary

July 12-14, 2024

Celebrating 37 years of the historic carousel with special rides and family activities.

Attendance: 5,200

Mini-Train Experience

Year-round attraction

The electric Gage Park Mini-Train ran with new audio enhancements, offering visitors a scenic tour.

Annual Ridership: 42,000+

TOPEKA ZOO & CONSERVATION CENTER

The Rainforest Turns 50

We commemorated five decades of our beloved Rainforest habitat, the first of its kind west of the Mississippi.

Monarch Waystation Schools

We launched a new program partnering with schools to create Monarch waystations, helping support migrating butterflies.

New Animal Arrivals

2024 saw several exciting new species, including Bali mynas, red and yellow barbets, spoonbills, guinea fowl, and Giant Indian Fruit bats.



GPIA - 2024 Annual Report

GAGE PARK IMPROVEMENT AUTHORITY

TOPEKA ZOO & CONSERVATION

\$5,290,843

Art for Conservation

Our painted manhole covers initiative gained momentum, with a record number of covers transformed this year.

Educational Programs

Our camp programs and educational outreach reached an unprecedented number of students in 2024.

Significant Milestones: This year, several iconic residents reached significant milestones, including our Asian elephant, lioness, and African crowned cranes.

Who We Reached in 2024

263,350

Total Visitors

4,785

Zoo Memberships

#1

Best Family Entertainment

51%/49%

County/Non-County Visitors

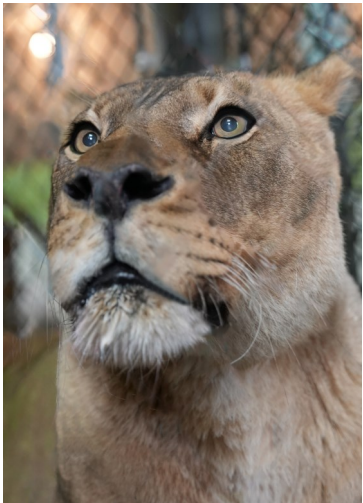
Visitor Demographics

- 58% Adults
- 35.6% Children
- 3.4% Seniors
- 3% Under 2

Pollinator Impact

We tagged countless Monarch butterflies and expanded pollinator gardens, actively supporting the vital role of pollinators in our ecosystem.

Our new video on the impact of single use plastics in the environment garnered significant community attention, furthering our mission to inspire sustainable practices.



GPIA - 2024 Annual Report

GAGE PARK IMPROVEMENT AUTHORITY

KANSAS CHILDREN'S
DISCOVERY CENTER

\$1,368,321

KANSAS CHILDREN'S DISCOVERY CENTER

Building Discovery: The Next Chapter

In September 2024, the Discovery Center broke ground on an \$11 million expansion project that will more than double the facility's size, introducing three new learning lab classrooms and expanded exhibit space.



- 1 STEAM Learning Labs:** Three dedicated classrooms for science, technology, engineering, arts, and mathematics programs.
- 2 Exhibit Expansion:** New spaces for both traveling and permanent installations, enhancing the visitor experience.
- 3 Accessibility Upgrades:** Critical access improvements ensuring the facility serves all community members.
- 4 Innovation Hubs:** Cutting-edge learning environments designed to spark curiosity and creativity.

One Million Visitors & Counting

April 2024 marked a historic milestone as the Discovery Center welcomed its one millionth visitor, highlighting the center's significant impact on education in the region.

ALL-TIME VISITORS	2024 ATTENDANCE
1M+	120,000
FREE/REDUCED ADMISSION	SCHOOL PARTICIPANTS
33%	15,000

- Sept 2024**
Groundbreaking ceremony for Building Discovery expansion
- April 2024**
One millionth visitor milestone reached
- Early 2026**
Anticipated grand opening of expanded facility

GPIA FUNDING ALLOCATION FOR DISCOVERY CENTER

Permanent Exhibits: 32% (\$437,863)	Facility Updates: 15% (\$205,248)
Traveling Exhibits: 28% (\$383,130)	Building Discovery: 25% (\$342,080)

Based on GPIA annual allocation of \$1,368,321 for Kansas Children's Discovery Center

GPIA - 2024 Annual Report

GAGE PARK IMPROVEMENT AUTHORITY

KANSAS CHILDREN'S
DISCOVERY CENTER

\$1,368,321

How GPIA Dollars Support the Discovery Center

Permanent Exhibits

Support for hands-on learning exhibits including a circuit maze and shake table to encourage experimentation and STEAM learning.

Traveling Exhibits

Funding for special exhibits including "XOXO: An Exhibit About Love and Forgiveness" and "Emotions at Play with Pixar's Inside Out."



Facility Updates

Infrastructure improvements including outdoor shade structures and sidewalk repairs to enhance visitor comfort and safety.

Building Discovery

Support for the \$11 million expansion project breaking ground in September 2024, which will more than double the size of the facility.

Impact on the Community

The Discovery Center's programs and exhibits continue to provide essential educational resources for Shawnee County families, with increasing accessibility through free and reduced admission programs for those in need.

By fostering curiosity and hands-on learning, the Discovery Center plays a vital role in supporting early childhood development and STEAM education throughout the region, helping to build the foundation for lifelong learning.

Looking Ahead to 2025

With GPIA funding support, the Discovery Center will continue construction on the Building Discovery expansion project through 2025, with an anticipated opening of the new facilities in early 2026. The expansion will allow for increased capacity, new educational offerings, and enhanced visitor experiences.



Compassion Strategies

All Hands On Deck
Campaign To End
Chronic
Homelessness
Topeka/Shawnee Co.
2030



Consultants Recommendations May 24 2024

**One Stop Homeless
Resource Center**

**Safe Rest Shelter
(low barrier)**

**Permanent Housing (Tiny
Home) Village**

TOPEKA AND SHAWNEE COUNTY HOUSING AND HOMELESS SOLUTIONS NETWORK



ONE STOP HOMELESS RESOURCE
CENTER PILOT-7/8/25 thru 10/31/25









Impact Avenues

A strategically coordinated community program that addresses the needs of homeless students and families in Topeka.

Who Qualifies?

- Any McKinney Vento student in Shawnee County.

What is a McKinney Vento student?

- Any child who lacks a fixed, regular, and adequate nighttime residence. They could be living in cars, parks, abandoned buildings, motels or campgrounds.
- They could be sharing housing with others due to loss of housing, economic hardship, or similar reason.



Ending Chronic Homelessness Topeka/Shawnee County 2030?

QUESTIONS?



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

DATE:	July 8, 2025	
CONTACT PERSON:	Alicia M. Guerrero- Chavez, Interim Director of Human Resources	DOCUMENT #:
SECOND PARTY/SUBJECT:	Alliant Insurance Services, Inc.	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 005 Professional Services	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a professional services contract between the City of Topeka and Alliant Insurance Services, Inc., for providing insurance brokerage, risk management consulting, and other related services.

(Approval will authorize the City Manager to sign and execute the contract for a total not-to-exceed amount of \$110,000.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the contract that will exceed \$50,000.

STAFF RECOMMENDATION:

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

BACKGROUND:

Whereas, on March 21, 2025, the Human Resources Department issued Event 3175, a Request for Proposals (RFP) seeking proposals from professional insurance brokerage firms to represent the City in various insurance markets, including property, casualty, excess workers compensation, other insurance services, and related services.

Whereas, the City received three proposals, and the Evaluation Committee reviewed and scored the submitted proposals and recommends awarding the contract to the most qualified firm for this project, Alliant Insurance Services, Inc.

BUDGETARY IMPACT:

\$60,000 flat fee. Alliant Insurance Services will have the ability to earn a bonus payment based on the level of premium savings achieved. Total contract \$110,000.

SOURCE OF FUNDING:

Property Insurance and Claims Fund

ATTACHMENTS:

Description

Alliant Insurance Services, Inc. Contract

Event 3175 Preview

Event 3175 RFP Professional Insurance Broker & Services

4.16.2025 Event 3175 Bid Tab

Alliant Insurance Services, Inc. Proposal

CITY OF TOPEKA CONTRACT NO. _____

BROKER SERVICES AGREEMENT
between
Alliant Insurance Services, Inc.
and
City of Topeka, Kansas

THIS AGREEMENT entered into this day _____, 2025, by and between the City of Topeka, Kansas, a duly organized municipal corporation hereinafter referred to as “CLIENT” and Alliant Insurance Services, Inc., hereinafter referred to as “ALLIANT.”

WHEREAS, CLIENT desires to engage ALLIANT to provide Insurance Brokerage, Risk Management Consulting and other Related Services; and

WHEREAS, CLIENT solicited requests for proposals for said Insurance Brokerage, Risk Management Consulting and other Related Services; and

WHEREAS, ALLIANT submitted a proposal which CLIENT has selected.

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

I. PARTIES.

The PARTIES to this BROKER SERVICES AGREEMENT are **City of Topeka, Kansas (CLIENT)** and **Alliant Insurance Services, Inc. (ALLIANT)**.

II. AGREEMENT.

In consideration of the payments and covenants specified in this AGREEMENT, ALLIANT shall perform the SERVICES described herein.

III. DEFINITIONS.

When used throughout this AGREEMENT, capitalized terms, whether in the singular or in the plural form, shall have the meanings ascribed to them at their first occurrence. In addition, the following terms, when capitalized, whether in the singular or in the plural form, shall have the meanings set forth below:

- A. **ALLIANT** – Alliant Insurance Services, Inc.
- B. **CLIENT** – City of Topeka, Kansas.
- C. **AGREEMENT** – This Broker Services Agreement, its addendums, exhibits, and/or attachments, and any written changes that are agreed upon by the PARTIES.
- D. **COMPENSATION** – Remuneration paid to ALLIANT as consideration for its SERVICES performed under this AGREEMENT, which shall be in the form of either a FEE and/or COMMISSION.
- E. **FEE** – Annual or interim remuneration paid by CLIENT directly to ALLIANT for SERVICES in connection with the categories or risk and insurance identified in **Addendum A** (does not include COMMISSION).
- F. **COMMISSION** – Remuneration paid by CLIENT’S insurance carriers (or excess pools) directly to ALLIANT in connection with ALLIANT’S placement of insurance for CLIENT.
- G. **PARTY** – CLIENT or ALLIANT.
- H. **PROGRAM** – The categories of risk and insurance placed on behalf of CLIENT and SERVICES provided under the scope of this AGREEMENT and listed in **Addendum A**.
- I. **SERVICES** – Any and all obligations of ALLIANT to be performed pursuant to Article IV of this AGREEMENT.
- J. **CONFIDENTIAL INFORMATION** – Information considered by its owner to be confidential, proprietary and/or trade secret including, without limitation, client information, data, recommendations, proposals, reports and similar information, and work product.
- K. **DISCLOSING PARTY** – The party disclosing CONFIDENTIAL INFORMATION under this AGREEMENT.
- L. **RECIPIENT PARTY** – The party receiving CONFIDENTIAL INFORMATION under this AGREEMENT.

- M. KEY PERSONNEL** – Those individuals on the account service team, designated in the attached **Addendum B**, who are responsible for ALLIANT’S role provided for under the Section IV, SCOPE OF SERVICE.
- N. BID DOCUMENTS** – The documents created or provided by either PARTY during the bidding process, specifically, CLIENT’S Event 3175 Preview, Event 3175 RFP Professional Insurance Broker and Services, Event 3175 Attachments A, B, and C; ALLIANT’S Technical Proposal and ALLIANT’S Fee Proposal, which are attached as **Attachment A**, and incorporated by reference as if fully set forth herein.

IV. SCOPE OF SERVICES.

Upon CLIENT’S request, ALLIANT shall perform the following SERVICES for the categories of risk and insurance identified in the attached **Addendum A**:

- A.** Develop and recommend insurance and other risk financing or loss funding PROGRAMS, techniques, and methods.
- B.** Assist client in developing underwriting information, structure offerings to insurers and secure, when reasonably available, a PROGRAM as desired by CLIENT with financially acceptable insurance companies, or other pooling programs providing the balance of coverage scope, cost, and services selected by the CLIENT.
- C.** Negotiate and review insurance wording for PROGRAM contracts to meet the specific needs of CLIENT.
- D.** Review marketing plan with CLIENT prior to approaching insurers on any PROGRAM.
- E.** Review insurance policies, binders, certificates, and other documents related to the PROGRAM for accuracy and obtain revisions in such documents when needed.
- F.** Monitor the PROGRAM to assure its continuing balance of coverage scope, cost, service, and stability.
- G.** Prepare written reports to CLIENT management to include:
 - 1.** Reports as needed of pending rate, coverage, or renewal problems including significant changes in the financial status of major insurers, reinsurers, and other entities providing services for PROGRAM. At least ninety (90) days prior to PROGRAM anniversary, prepare a written report stating anticipated renewal terms and conditions, and

other indications of market conditions, trends, and anticipated changes,

2. Not more than ninety (90) days after renewal, deliver a comprehensive annual summary report outlining the PROGRAM for use in the CLIENT'S annual report. Such report shall contain the following information:

- (a) Recapitulation of PROGRAM'S cost for current and preceding years.

- (b) Summary of coverages and other PROGRAM terms and conditions.

- H. Provide additional broker services as agreed upon by the PARTIES.
- I. ALLIANT'S goal is to procure insurance for CLIENT with underwriters possessing the financial strength to perform. To that end, ALLIANT regularly reviews publicly available information concerning an underwriter's financial condition. ALLIANT does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and CLIENT recognizes and agrees that ALLIANT maintains no responsibility for any loss or damage occasioned by reason of the financial failure or insolvency of any insurer. ALLIANT encourages CLIENT to review the publicly available information collected by ALLIANT to enable CLIENT to make the ultimate decision of accepting or rejecting a particular underwriter.
- J. Deliver binders or other evidences of insurance after the placement of any insurance under the PROGRAM to be effective until such time as the policy or policies for the placement are received by CLIENT from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier.
- K. ALLIANT shall use best efforts to secure a correct policy or policies of any insurance under the PROGRAM.
- L. To the extent not previously enumerated in subsections (A)-(K) above, ALLIANT shall perform SERVICES listed in Event 3175 RFP, Section III (Scope of Work), Subsections (A – General) and (B – Administrative Support), which is contained in the BID DOCUMENTS in Attachment A, and are incorporated by reference as if fully stated herein.
- M. ALLIANT shall not be responsible for the failure of CLIENT to make premium payments.

V. COMPENSATION

- A. Flat fee to be paid upfront with any bonus earned to be paid within 60 days of bound coverage. COMPENSATION is capped based on flat fee for the respective year of the AGREEMENT as identified below + the maximum potential bonus of up to an additional \$50,000.00.

- Year 1
 - \$60,000 flat fee with ability to earn bonus payment based on level of premium savings achieved. Bonus schedule as follows:

SAVINGS ACHIEVED	BONUS EARNED
\$0 to \$100,000	No bonus
\$100,001 to \$200,000	\$10,000
\$200,001 to \$300,000	\$20,000
\$300,001 to \$500,000	\$30,000
\$500,001 to \$1,000,000	\$40,000
\$1,000,001 +	\$50,000
Intentionally Blank	Intentionally Blank

- Year 2
 - \$61,500 flat fee with ability to earn bonus payment based on level of premium savings achieved. Bonus schedule as follows:

PREMIUM INCREASE OR SAVINGS IN RENEWAL	BONUS EARNED
Renewal premium increase greater than 3.01% or more compared to previous year's premium.	No bonus
Renewal premium increase of 3% or less compared to previous year's premium.	\$10,000
Renewal savings of \$50,000 to \$100,000 compared to previous year.	\$20,000
Renewal savings of \$100,001 to \$300,000 compared to previous year.	\$30,000
Renewal savings of \$300,001 to \$500,000 compared to previous year.	\$40,000
Renewal savings of \$500,001 + compared to previous year.	\$50,000

- Years 3-5

- Bonus payment options would follow same thresholds as listed in year 2 with the following flat fee schedule:
 - Year 3: \$63,038
 - Year 4: \$64,614
 - Year 5: \$66,229

1. **Changes in SERVICES.** The FEE is subject to adjustment if CLIENT creates a new PROGRAM other than those listed in **Addendum A**, requests a change in SERVICES or if the CLIENT's size or organization changes to alter the time involved in the SERVICES. Tasks or functions that are not presently included in the SERVICES may be available on a "per service basis" for a separate fee.
2. **Early Cancellation.** If this AGREEMENT is terminated or canceled mid-year, and within the first three hundred (300) days of the PROGRAM year, then the FEE shall be prorated with a minimum of fifty percent (50%) deemed earned. The FEE shall be deemed fully earned if termination occurs after three hundred one (301) days of the PROGRAM year. In the event of a mid-term termination of this AGREEMENT by either PARTY, all excess COMPENSATION will be paid to CLIENT within sixty (60) days of the date of termination; unless said termination is pursuant to Section XIV (TERMINATION) A, B or C, in which case the specific provision for termination shall control any COMPENSATION.
3. **Payment.** The FEE shall be paid annually within thirty (30) days of the anniversary date of this AGREEMENT and, if necessary, adjusted thirty (30) days prior to the anniversary date.
4. **Fee Reduction.** When marketing and placing insurance under this AGREEMENT, ALLIANT will request all carriers to quote premiums net of commissions. The PARTIES acknowledge that when premiums are not rendered net of commissions, the premium total includes broker commissions, all of which is paid by CLIENT. In such case, the carrier will pass the commission portion of the premium to ALLIANT as compensation for its broker services. If any of CLIENT'S premiums include commissions and, as a result, ALLIANT receives COMMISSIONS in addition to the FEE, ALLIANT shall reduce the FEE for the relevant period by the amount of COMMISSIONS it received that period so as to avoid overpayment by CLIENT ("REDUCED FEE"). Notwithstanding the above, the FEE shall not be reduced to an amount below zero. If CLIENT paid part or all of the FEE before ALLIANT received the COMMISSIONS, ALLIANT will return to CLIENT any amounts it paid over the REDUCED FEE. If COMMISSIONS exceed the FEE, ALLIANT will not return or give the excess amount to CLIENT.

- 5. Payments and Invoicing.** Payments will be made in accordance with the terms of the AGREEMENT or ALLIANT'S invoice, whichever is more favorable to CLIENT. All invoices must include a Purchase Order Number and should be mailed or emailed to:

City of Topeka, Kansas
Accounting Department
215 SE 7th Street, Room 358
Topeka, Kansas 66603-3914
accountspayable@topeka.org

- B. Revenue from Pool or JPA membership.** Revenue Alliant may receive for placing reinsurance or excess insurance for a pool or a joint power authority shall not be considered compensation paid by the CLIENT when the CLIENT participates in a pool or joint power authority placement.

C. Disclosures.

- 1. Exclusions.** COMMISSIONS for Notary and Surety Bonds are not included in the annual FEE or COMPENSATION, and ALLIANT will disclose ahead of time if the aforementioned COMMISSIONS are anticipated, and if there is a way CLIENT can avoid them.

- 2. Transparency and Disclosure.** During the time of this AGREEMENT, ALLIANT will, upon request, disclose COMMISSIONS received by ALLIANT, where possible, in connection with any insurance placements on behalf of CLIENT under ALLIANT'S "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, ALLIANT will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, ALLIANT'S conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of ALLIANT'S clients.

3. Other Alliant Services.

- (a) Alliant Specialty Insurance Services (ASIS).** In addition to the COMPENSATION that ALLIANT receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from ALLIANT and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to CLIENT and is agreed to by CLIENT as part of the premium. CLIENT further acknowledges that ALLIANT and ASIS maintain an arm's length relationship. CLIENT understands that while ALLIANT represents

CLIENT as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

(b) Alliant Business Services (ABS). Additionally, ALLIANT'S internal operating group, Alliant Business Services (ABS), may receive compensation from ALLIANT and/or carriers for providing designated, value-added services. Services contracted for by the CLIENT directly will be invoiced accordingly. Otherwise, services will be provided at the expense of ALLIANT and/or the carrier.

VI. TAXES & FEES, THIRD PARTY BROKERS AND INDIRECT INCOME.

- A. Surplus Lines Fees and Taxes.** In certain circumstances, placement of insurance services made by ALLIANT on behalf of CLIENT, with the prior approval of CLIENT, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to CLIENT and identified separately on invoices covering these placements. CLIENT shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced, so long as CLIENT was provided prior knowledge and approved the placement. ALLIANT shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from CLIENT. ALLIANT acknowledges that CLIENT is exempt from Federal Excise Tax, State taxes and local taxes. Tax Exemption Certificates will be furnished upon request.
- B. Third Party Brokers.** ALLIANT may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the CLIENT insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of ALLIANT (e.g., other companies of ALLIANT that provide services other than those included within the SCOPE OF SERVICES of this AGREEMENT), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of ALLIANT'S FEE. ALLIANT agrees to obtain CLIENT'S informed consent prior to utilizing third party brokers.

- C. **Indirect Income.** “INDIRECT INCOME” means insurance carrier contingency arrangements. ALLIANT will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of CLIENT within the SCOPE OF SERVICES of this AGREEMENT. The parties acknowledge that ALLIANT producers who solicit, negotiate, or place insurance products, or services for clients, including CLIENT, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to ALLIANT. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the “opt-out” form from the link on Alliant’s website: <https://alliant.com/legal/#policy>. The “opt out” provision applies only to those accounts served directly by ALLIANT as a retail agent or broker. It does not apply to account placements for which ALLIANT’s role is that of a wholesaler, MGA, or program administrator working with non-ALLIANT brokers who represent the client. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the CLIENT does not opt-out, it remains the carriers’ exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier’s discretion.
- D. **Premium Financing.** Upon CLIENT’S request, ALLIANT may provide CLIENT with assistance in obtaining a premium finance agreement with third party financing company. In some cases, the financing company may pay ALLIANT a fee for the placements facilitated by ALLIANT.

VII. PERSONNEL.

ALLIANT agrees KEY PERSONNEL as listed in **Addendum B** will be responsible for performance of the SERVICES described herein. Should such personnel become unavailable to perform SERVICES for CLIENT, ALLIANT agrees to replace, as soon as practicable, such personnel with individual(s) of comparable skills and experience as determined by ALLIANT’S evaluation and subject to CLIENT’S right of reasonable refusal.

VIII. INSURANCE REQUIREMENTS.

- A. **Coverage and Limits.** During the term of this AGREEMENT, ALLIANT shall maintain the following insurance coverage and limits or the equivalent self-insurance coverage that can be met through a combination of primary and excess policies:
1. Professional Liability insurance with minimum limits of \$1 million per occurrence/\$2 million in the aggregate providing coverage for any errors and omissions that ALLIANT or its agents may make resulting in

financial loss to CLIENT;

2. Commercial General Liability with minimum limits of at least \$1 million per occurrence/\$ 2 million in the aggregate; property damage coverage of \$100,000.00/occurrence; and Products & Completed Operations Coverage of \$2 million in the aggregate.
 3. Automobile Liability insurance with minimum limits of at least \$500,000.00 combined single limit in the aggregate for bodily injury and property damage.
 4. Workers' Compensation coverage in compliance with applicable law, and Employers' Liability insurance in the amount of at least \$1 million per accident or aggregate.
- B. Carrier Rating.** All insurance carriers providing the coverages required by this section shall have a financial rating of at least an VII A- published A.M. Best, or an equivalent financial rating firm. Published reports will be used to confirm the insurance carriers' rating, unless ALLIANT has obtained the CLIENT'S written acknowledgment that an insurance carrier with a lower financial rating is permitted.
- C. Named Insured.** The City of Topeka, Kansas shall be named as an additional insured party on the Certificate of Liability Insurance.
- D. Certificates of Insurance/Endorsements.** ALLIANT shall also provide to CLIENT certificates of insurance and copies of applicable endorsements evidencing the above coverages and limits once this AGREEMENT is executed but prior to receiving the notice to proceed, and will maintain these coverages during the term of this AGREEMENT.
- E. Ongoing Obligation.** The failure of ALLIANT to procure and maintain the required insurance does not negate its obligation under this AGREEMENT to do so.
- F. Notification of Alteration or Material Change of Cancellation.** A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance under this AGREEMENT. Such required notification must be sent via Registered or Certified Mail to the address shown below:

**City of Topeka
Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, Kansas 66603**

IX. OBLIGATIONS OF CLIENT.

CLIENT will cooperate with ALLIANT in the performance of ALLIANT'S duties by providing complete and accurate information as to CLIENT'S loss experience, risk exposures, and any other pertinent information that ALLIANT requests. CLIENT shall promptly review coverage documents concerning the PROGRAMS delivered by ALLIANT for consistency with CLIENT'S specifications. In addition, CLIENT shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to ALLIANT. This reporting must be memorialized in writing and delivered to ALLIANT in accordance with the notice provisions below.

X. CONFIDENTIALITY.

A. Confidential Information. The services and work product exchanged by the PARTIES under this AGREEMENT are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The PARTIES acknowledge that during the term of this AGREEMENT, they may each exchange CONFIDENTIAL INFORMATION. Except as otherwise provided herein or as required by applicable law, the PARTIES understand and agree that they will not distribute, use, or rely upon CONFIDENTIAL INFORMATION received from the other without the permission of the DISCLOSING PARTY.

1. Ownership. Except as otherwise provided in this AGREEMENT, CONFIDENTIAL INFORMATION is and remains the absolute and exclusive property of the DISCLOSING PARTY and/or its affiliates, and is its unique and variable asset. Unless otherwise authorized by this AGREEMENT, no copies of CONFIDENTIAL INFORMATION shall be made without the written permission of the DISCLOSING PARTY. The PARTIES agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's CONFIDENTIAL INFORMATION to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such CONFIDENTIAL INFORMATION to others.

2. Exclusions. The following types of information shall not be considered confidential:

- (a)** Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this AGREEMENT;
- (b)** Information that is independently developed by either PARTY as demonstrated by the PARTY'S records;

(c) Any item or data forming part of the CONFIDENTIAL INFORMATION that is lawfully known by the RECIPIENT PARTY, without any obligation of confidentiality or other restriction on use or disclosure, prior to the provision of such information by DISCLOSING PARTY; or

(d) Information that is disclosed by a third party whom the RECIPIENT PARTY has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information.

B. Legal Process of Compulsion. Either PARTY is entitled to release CONFIDENTIAL INFORMATION as required to prosecute or defend any claim under this AGREEMENT; provided however, that the PARTY seeking to enforce this AGREEMENT shall take all reasonable steps necessary to avoid disclosing CONFIDENTIAL INFORMATION, including filing documents and papers under seal. A RECIPIENT PARTY may disclose CONFIDENTIAL INFORMATION pursuant to a valid order of a court or governmental agency with proper jurisdiction, or if such disclosure is required by law or regulation provided that the information is disclosed only to the minimum extent necessary, and provided that, to the extent allowed by law, the releasing PARTY shall give DISCLOSING PARTY sufficient advance notice so that it may seek a protective order or employ other lawful means to avoid or limit disclosure. Additionally, CLIENT may disclose CONFIDENTIAL INFORMATION without advance notice to ALLIANT, if CLIENT'S legal counsel determines that such disclosure is required for compliance with applicable open records laws.

C. Reasonable Efforts. The PARTIES agree to employ reasonable and customary business practices to protect and secure CONFIDENTIAL INFORMATION from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents, and representatives (collective, "REPRESENTATIVES") who have a legitimate need to know in order to provide the products and SERVICES under this AGREEMENT. The PARTIES further agree that those employees, officers, agents, and representatives who are privy to CONFIDENTIAL INFORMATION shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this AGREEMENT. The RECIPIENT PARTY shall remain liable for any breach of this AGREEMENT by any of its REPRESENTATIVES.

- D. Return of Confidential Information.** Upon termination of this Agreement, or earlier upon the DISCLOSING PARTY's request, the RECIPIENT PARTY shall promptly return all of DISCLOSING PARTY's Confidential Information, including all copies, or destroy such Confidential Information, including all copies. Notwithstanding anything to the contrary herein, and subject to the confidentiality obligations herein, a RECIPIENT PARTY may retain on a confidential basis copies of DISCLOSING PARTY's Confidential Information in order to comply with legal or regulatory requirements, as well as any and all (A) emails and any attachments contained in such emails, and (B) any electronic files, each of which are automatically saved pursuant to legal or regulatory requirements.
- E. Survival.** The PARTIES agree that the obligations contained in this section shall survive the termination of this AGREEMENT, for a period of two (2) years, or longer to the extent required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or otherwise conferred by applicable law.
- F. Previously Executed Agreement.** The confidentiality and non-disclosure provisions contained in the AGREEMENT supersede and replace any provisions in any confidentiality and non-disclosure agreements previously executed by the PARTIES, upon execution of this AGREEMENT.

XI. DISASTER RECOVERY; CONTINUITY.

ALLIANT agrees that it has a disaster recovery plan in place that is intended to secure, and if necessary, restore information adversely affected by a security breach, force majeure or natural disaster. In addition, ALLIANT will make commercially reasonable efforts to ensure that, at all times, it has a sufficient number of trained personnel on hand to meet its obligations under this AGREEMENT including in the event of a force majeure, natural disaster, or pandemic.

XII. ETHICS AND CONFLICT OF INTEREST STATEMENT.

ALLIANT shall conduct its business so as to fulfill all legal and ethical requirements, and standards of the industry and the applicable state(s) in which SERVICES are rendered, and shall place the best interests of CLIENT ahead of any other concerns in the placement of insurance services and products. To this end, ALLIANT:

- A.** Will adhere to its ethical obligations to CLIENT to deliver honest, competitive, and meaningful service and advice on the placement of any insurance products, services, or coverages, and to provide access to an open, fair, and competitive insurance market place;
- B.** Will exercise due diligence in making a full and complete disclosure of all

quotes and declinations from all markets contacted for each specific line of coverage, including the date and time of contact and the name, address, phone number and, to the extent available, email address of the individual contact for each market;

- C. Will make every good faith attempt to avoid even the appearance of a conflict of interest between ALLIANT, CLIENT, and any provider of any insurance product or service, and will promptly notify CLIENT of any real or potential conflict of interest;
- D. Agrees to provide to CLIENT a copy of ALLIANT'S own Ethics Statement or Code, or ALLIANT'S Compliance Statement, or to make such statements available on ALLIANT'S website; and
- E. Will request that all insurance carriers show any commission rates on their insurance policies and will otherwise ensure those rates are known to CLIENT.

XIII. TERM.

The term of this AGREEMENT shall be effective from July 1, 2025 and ending 11:59 p.m. June 30, 2026, unless cancelled pursuant to termination provisions set forth herein. CLIENT shall have an option to extend this AGREEMENT for four (4) additional one-year periods upon mutual written agreement of both parties. This AGREEMENT shall have an anniversary date each July 1st, for the purpose of reviewing COMPENSATION and optional extensions.

XIV. TERMINATION.

- A. **Termination Due To Lack of Funding.** If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this AGREEMENT and for the payment of the charges hereunder, CLIENT may terminate this AGREEMENT at the end of its current and any succeeding fiscal year. CLIENT agrees to give written notice of termination to ALLIANT at least thirty (30) days prior to the end of its current fiscal year. ALLIANT shall have the right, at the end of such fiscal year, to take possession of any equipment provided CLIENT under the AGREEMENT. CLIENT will pay to ALLIANT all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the AGREEMENT by CLIENT, title to any such equipment shall revert to ALLIANT at the end of CLIENT'S current fiscal year. The termination of the AGREEMENT pursuant to this paragraph shall not cause any penalty to be charged to the CLIENT or ALLIANT.

- B. Termination for Convenience.** The Director of CLIENT'S Contracts & Procurement Department or designee may terminate performance of work under this AGREEMENT in whole or in part whenever the Director determines that the termination is in the best interest of CLIENT. In the event of termination, the Director or designee shall provide ALLIANT written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. ALLIANT shall continue to perform any part of the work that may not be terminated by the notice.
- C. Termination for Cause.** This AGREEMENT may be terminated for cause by either PARTY upon thirty (30) days written notice. Notice of termination for cause shall only occur after the breaching PARTY has been notified of the breach in writing and has failed to cure such defect within thirty (30) days. ALLIANT shall only be entitled to COMPENSATION to the extent of actual work performed. In the event ALLIANT terminates the AGREEMENT prior to having earned all monies paid in the FEE payment, ALLIANT within thirty (30) days shall refund the balance of said FEE payment to CLIENT.
- D. Termination for any Other Reason not Previously Enumerated.** This AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days' advance written notice delivered or mailed to the other PARTY in accordance with the notice provisions set forth herein. In the event of termination or expiration of this AGREEMENT, ALLIANT will provide CLIENT with reasonable assistance in arranging a smooth transition to another broker. Except for this transition assistance, ALLIANT'S obligation to provide SERVICES to CLIENT will cease at 12:01 a.m. upon the effective date of termination or expiration.

XV. NONASSIGNABLE.

This AGREEMENT is binding upon the PARTIES hereto and their respective successors by merger, sale, consolidation, or reorganization. This AGREEMENT may not be assigned or delegated without prior written consent of the other PARTY, except that consent shall not be required in the case of a merger, consolidation, or sale of substantially all of a PARTY's assets.

XVI. MATERIAL CHANGE.

In the event that CLIENT operations change substantially by merger, acquisition, expansion, or other material change, thus changing the scope and nature of exposures, losses, and/or insurance program(s), the PARTIES will negotiate in good faith to revise this AGREEMENT'S compensation arrangement as appropriate. It is agreed and understood that a material change shall include a change in existing coverage or limits, and/or lines of coverage.

XVII. RELATIONSHIP OF THE PARTIES.

At all times and for all purposes, the relationship between the PARTIES is intended to be that of independent contractors and there is no intent to create a joint venture relationship, and any person representing ALLIANT, shall be an independent contractor to CLIENT, and the AGREEMENT shall not in any way be construed as a contract of employment between CLIENT and ALLIANT'S agents. In addition, the PARTIES agree that, except as otherwise provided herein, CLIENT shall not be obligated for any expense incurred by ALLIANT in rendering SERVICES, or by engaging in any other transaction or conduct arising out of this AGREEMENT.

XVIII. OWNERSHIP OF BOOKS AND RECORDS.

The PARTIES shall each maintain normal business records related to all business generated under this AGREEMENT. Upon reasonable request, and subject to the confidentiality provisions set forth herein, the PARTIES may each obtain from the other copies of all policyholder documents, including but not limited to policies, binders, certificates, endorsements, underwriting submissions/applications, and loss data in the other's possession, custody, or control with respect to all business generated under this AGREEMENT.

XIX. INDEMNIFICATION.

- A.** In the event that ALLIANT, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, any provision of the AGREEMENT, or any written rule, regulation, policy, procedure or similar instruction under the PROGRAM, ALLIANT shall indemnify, defend, and hold CLIENT harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by CLIENT in connection with such conduct. Notwithstanding anything stated to the contrary herein, ALLIANT's indemnification obligations do not include any portion of the damages, claims, expenses, or other liability that arises from CLIENT's own negligence, errors, omissions, or misconduct.
- B.** No provision of this AGREEMENT will be given effect that attempts to require CLIENT to defend, hold harmless, or indemnify ALLIANT or a

third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, 75-6101 et seq.

XX. NOTICE.

All notices, requests, and other communications given under this AGREEMENT, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by fax or email transmission. Except as otherwise provided herein, all notices, requests or communications under this AGREEMENT shall be addressed to the intended recipient as set forth below:

To CLIENT:
**Attn: OFFICE OF THE
CITY CLERK**
215 SE 7th Street
Room 166, City Hall
Topeka, Kansas 66603
[cclerk@topeka.org]

To ALLIANT:
Attn: KENT MILLER
Lighton Plaza Office, Tower 1
7400 College Blvd, Suite 350
Overland Park, KS 66210
[Kent.Miller@Alliant.com]

with a copy to:

City of Topeka,
Risk Manager
215 SE 7th Street, Room 201
Topeka, KS 66603

with a copy to:

Alliant Insurance Services, Inc.
Attn: General Counsel
701 B Street, 6th Floor
San Diego, CA 92101

XXI. WAIVER.

No provision of this AGREEMENT shall be considered waived, unless such waiver is in writing and signed by the PARTY that benefits from the enforcement of such provision. No waiver of any provision in this AGREEMENT, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this AGREEMENT shall not in any way affect, limit, or waive a PARTY'S right under this AGREEMENT at any time to enforce strict compliance thereafter with every term and condition of this AGREEMENT.

XXII. ENTIRE AGREEMENT MODIFICATION.

This AGREEMENT contains the entire agreement between the PARTIES and supersedes and replaces all previous agreements or contracts on the subject matter described herein. The AGREEMENT may be modified only by a written amendment signed by authorized representatives of both PARTIES.

XXIII. SEVERABILITY.

If any term, covenant, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIV. APPLICABLE LAW.

This AGREEMENT has been executed and delivered in the State of Kansas and the validity, enforceability, and interpretation of any of its provisions shall be determined and governed by the applicable laws of this state, without regard to any conflict of law provisions. Venue shall be the state or federal court of Kansas located in Topeka, Kansas.

XXV. DISPUTE RESOLUTION.

Any dispute arising under the terms of this AGREEMENT that is not resolved within a reasonable period of time by authorized representatives of the PARTIES shall be brought to the attention of the Chief Executive Officer (or designated representative) of ALLIANT and the City Manager (or designee) of the CLIENT to confer to see if the dispute can be resolved. If the dispute remains after the PARTIES confer, the PARTY alleging a dispute may seek a judicial determination of said dispute under the AGREEMENT. No interpretation shall be allowed to find CLIENT or any department or division thereof subject to binding arbitration. Further, CLIENT shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose. Despite an unresolved dispute, ALLIANT shall continue without delay to perform its responsibilities under this AGREEMENT. ALLIANT shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

XXVI. HEADINGS AND CONSTRUCTION.

The PARTIES agree that the headings and sections of this AGREEMENT are used for convenience only and shall not be used to interpret the provisions herein. The PARTIES also agree that the terms of this AGREEMENT were jointly negotiated and each has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this AGREEMENT.

XXVII. CONTRACT DOCUMENTS.

In the event of a conflict in terms of language among the AGREEMENT, the PARTIES agree the following order shall govern:

- Event 3175 Preview, contained in the BID DOCUMENTS at Attachment A;
- Event 3175 RFP Professional Insurance Broker and Services, contained in the BID DOCUMENTS at Attachment A;
- Event 3175 Attachments A, B, and C contained in the BID DOCUMENTS at Attachment A;
- ALLIANT'S Technical Proposal contained in the BID DOCUMENTS at Attachment A;
- The Broker Services Agreement.

SO AGREED.

CITY OF TOPEKA, KANSAS

ALLIANT INSURANCE SERVICES, INC.

By: _____ By: _____

Title: _____ Title: Senior Vice President

ADDENDUM A

ALLIANT agrees to provide SERVICES for the following PROGRAMS of CLIENT:

1. Workers Compensation
2. Equipment Breakdown
3. Commercial General Liability
4. Law Enforcement Liability
5. Public Officials Liability
6. Employment Practices Liability
7. Commercial Inland Marine Coverages
8. Property Insurance including Boiler Machinery
9. Excess Property
10. Cyber Security
11. Crime

For additional compensation, CLIENT may obtain SERVICES from ALLIANT for programs not listed in this Addendum A. The terms, including without limitation compensation, for ALLIANT's provision of SERVICES for additional programs must be mutually agreed to in writing by the PARTIES.

ADDENDUM B

Team Coordinator

Kent Miller Sr VP, Primary Broker
913-399-6409
kent.miller@alliant.com

Account Manager

Jan Mason
785-333-9557
jan.mason@alliant.com

Technical Peer Review/Program Liaison

Courtney Ramierz
949-660-8133
cramirez@alliant.com

Claims Services:

Robert A. Frey
415-403-1445
rfrey@alliant.com



CITY OF TOPEKA

Event # 3175-0

Name: Professional Insurance Broker and Services

Reference: Professional Insurance Broker and Services

Description: The City of Topeka is requesting proposals for a professional insurance broker to represent the City in various insurance markets, including property, casualty, excess workers compensation, other insurances, and related services.

Buyer: Dawn Lacy

Status: Open

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 03/21/2025 09:01:00 AM

Open: 03/21/2025 09:00:00 AM

Q & A Close: 04/10/2025 05:00:00 PM

Close: 04/16/2025 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitation or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers as possible to enhance the competitive sealed bidding process. The city is unable to include every supplier in all events that they may be able to quote on. Registration on the city's e-pro website does not guarantee an organization will receive notification of every bidding opportunity.

Event # 3175-0: Professional Insurance Broker and Services

Disclaimer

The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The city makes no warranty that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phones, computers, mobile devices), the bid time will be determined based upon the time indicated on the city server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

It shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements, or combinations thereof that restrict or limit bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than five (5) days prior to the bid closing. The specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications that inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter or deter the City from accomplishing the intended use or function. Each bid shall include descriptive literature and specifications for the product. However, the provision of this material shall not be considered a substitute for listing deviations.

Amendments to Bids: To ensure maximum access opportunities for users, events and solicitations shall typically be posted for a minimum of ten (10) days, and no amendments shall typically be made within the last three days before the event or solicitation is due. Bidders and vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason, bidders and vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's or vendor's responsibility to check the website from time to time for updates to events and solicitations and to pick up additional addenda and information.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date, unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications or any term or condition that they believe restricts competition, bidders must contact, in writing, the procurement buyer assigned no later than five (5) days prior to bid closing. Upon receipt, the procurement buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid or a bid award.

Standard Terms and Conditions

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

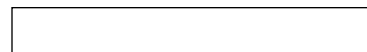
1.TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2.AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3.TERMINATION DUE TO LACK OF FUNDING



Event # 3175-0: Professional Insurance Broker and Services

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5.DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6.ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of 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 in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9.REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10.RESPONSIBILITY FOR TAXES

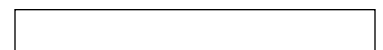
The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11.INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____



Event # 3175-0: Professional Insurance Broker and Services

Purchase Order Terms and Conditions

TERMS AND CONDITIONS

1.PAYMENTS AND INVOICING: Payments will be made in accordance with the terms of this order or the Seller's invoice whichever is more favorable to the City. All invoices must include the Purchase Order Number and should be mailed to:

City of Topeka, KS
Accounting Division
215 SE 7th Street, Room 358
Topeka, KS 66603-3914

2.ACCEPTANCE OF PURCHASE ORDER: A purchase order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the City will assume the Seller accepts the order as written and will make delivery as specified on the purchase order.

3.ENTIRE AGREEMENT: All specifications, drawings and data submitted to the Seller with this order or the bid solicitation for this order are hereby incorporated herein and made part hereof. No changes in quantities, prices, specifications, terms or shipping instructions will be allowed except on authority of the City of Topeka, Contracts & Procurement Division.

4.TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination (FOB Destination, prepaid and allowed) unless otherwise agreed to by the parties and specified on the purchase order. No charges will be allowed by the City for transportation, packing, handling, or containers unless otherwise authorized in the purchase order or by the City of Topeka, Contracts & Procurement Division.

5.INSPECTION: Materials or equipment purchased are subject to inspection and approval at the City's destination. The City of Topeka reserves the right to reject and refuse acceptance of items which are not in accordance with this order. Rejected materials or equipment shall be removed by or at the expense of the Seller.

6.WARRANTY: The Seller warrants that all goods and services furnished will conform to the terms of this order and that they will be free from latent and patent defects in materials, workmanship and free from such defects in design. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense.

7.TAXES: Unless otherwise indicated on this order, the City of Topeka is exempt from Federal Excise Tax, State taxes and local taxes. Tax Exemption Certificates will be furnished upon request.

8.EQUAL EMPLOYMENT OPPORTUNITY: State of Kansas State Statute K.S.A. 44-1030 shall be a material term of this contract.

9.HOLD HARMLESS: It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto, and that the Seller shall defend all actions or claims brought and save harmless the City or its officials or employees from loss, cost or damage by reason of actual or alleged infringement of letters patent, or for any other reason.

10.DEFAULT: In case of default or breach by the Seller, the City may procure the goods or services from other sources and charge the Seller as liquidated damages any excess cost or damages occasioned thereby.

11.INQUIRIES: Questions concerning the purchase order may be made to:

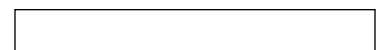
CONTRACTS & PROCUREMENT DIVISION
City of Topeka
215 SE 7th Street, Room 60
Topeka, KS 66603-3914
TEL: 785-368-3749
FAX: 785-368-4499

Terms and Conditions

STANDARD TERMS AND CONDITIONS

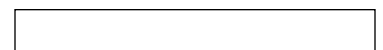
Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements



Event # 3175-0: Professional Insurance Broker and Services

1. **READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY.** Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. **SINGLE POINT OF CONTACT:** The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. **NEGOTIATED PROCUREMENT:** The City reserves the right to negotiate with the selected bidder of this solicitation. The final evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)
4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. **QUESTIONS & ADDENDA:** All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.
6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.
7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.
8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:
 - Adequacy and completeness of proposal;
 - Compliance with the terms and conditions of the request;
 - Experience in providing like services or products;
 - Qualified staff;
 - Methodology in accomplishing objectives;
 - Response format as required by this request;
 - Price; and
 - Any other requirements specific to the service or product as outlined by the City of Topeka.
9. **ACCEPTANCE OR REJECTION:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.
10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.
11. **CONTRACT DOCUMENTS:** In the event of a conflict in terms of language among the documents, the following order shall govern:
 - Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
 - Written modifications to the executed contract;
 - Written contract signed by the parties;
12. **OPEN RECORDS ACT:** All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.
13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.
14. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of



Event # 3175-0: Professional Insurance Broker and Services

time to be determined by the City.

15. **INSURANCE:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a) Date established

(b) Ownership (public, partnership, subsidiary, etc.)

(c) Number of personnel, full and part time, assigned to this project by function and job title

(d) Data processing resources and the extent they are dedicated to other matters

(e) Location of the project within the vendor's organization

(f) Relationship of the project and other lines of business and

(g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.



Event # 3175-0: Professional Insurance Broker and Services

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Insurance Req with Errors and Omissions Coverage

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

Products & Completed Operations Coverage Aggregate \$2,000,000

Property Damage per occurrence \$100,000

Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

Professional Liability (Errors and Omissions)

Provide separate "claims made" form

Per Claim \$1,000,000

General Aggregate \$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

Attachments

Event # 3175-0: Professional Insurance Broker and Services

Attachment

Event 3175 RFP Professional Insurance Broker & Services.pdf

Event 3175 Attachment A - City Information.pdf

Event 3175 Attachment B - Insurance Schedule.pdf

Event 3175 Attachment C - Fee Proposal Form.docx

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
948	HEALTH RELATED SERVICES (FOR HUMAN SERVICES SEE CLASS 952)
952	HUMAN SERVICES

Line Details

Line 1: Request for Proposals

Description: Enter 1.00 in both Quantity and Cost fields on your line item response. Upload your Technical Proposal and SEPARATE Completed Attachment C - Fee Proposal with your response. You must select SUBMIT in order to submit your RFP bid response.

Item: INSURANCE BROKER Request for Proposals

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 01/06/2026

Require Response: Yes

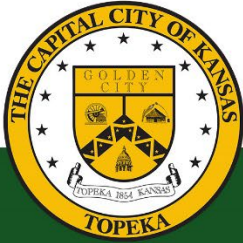
Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	6405020105	52502	100.000%



CITY OF TOPEKA

Division of Procurement and Grants Management
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749

PROFESSIONAL INSURANCE BROKER AND SERVICES REQUEST FOR PROPOSALS

I. INTRODUCTION

The City of Topeka (City) is requesting proposals for a professional insurance broker (Broker) to represent the City in various insurance markets, including property, casualty, excess workers' compensation, other insurances, and related services. The company must be a qualified Broker in the public entity market and will serve as Broker of Record. The City is not requesting insurance quotations at this time and expressly prohibits prospective brokers from quoting or approaching carriers at this time. The contract will be non-exclusive.

II. BACKGROUND INFORMATION

The City is a full-service city with an annual operating budget of \$399.2M, under a Mayor/Council/Manager form of government. The City Manager is the administrative head of the government and is directly responsible to the Governing Body. The City provides water treatment, wastewater treatment, and solid waste. The City has 1,243 employees which support 125,475 citizens within the Topeka metropolitan area, and is made up of ten City departments as follows:

- A. Financial Services
- B. Fire
- C. Human Resources
- D. Information Technology (IT)
- E. Legal
- F. Municipal Court
- G. Planning
- H. Police
- I. Public Works
- J. Utilities

The City operates an in-house risk management program that works with all departments to promote workplace safety and mitigating areas of risk. The broker selected will work in close consultation with staff from both the risk management team and City's legal department.

Attachment A provides additional information pertinent to the City of Topeka.

Attachment B outlines the City's insurance schedule for fiscal year 2024-2025. The City currently self-insures automobile liability and workers' compensation exposures. The City's current Self-Insured-Retention for liability is set at \$500,000.00; and for Excess Workers' Compensation it is set at \$750,000.00. The City purchases insurance excess of self-insured retentions.

III. SCOPE OF WORK

The intent of this RFP is to solicit proposals to provide insurance agency/brokerage services, which will include but not be limited to the following specific responsibilities:

A. General

The primary responsibility of the City's insurance broker is to procure insurance coverage for the City in a comprehensive and fiscally responsible manner. The selected broker must have access to the global insurance marketplace to secure quality insurance coverage for the City at a competitive rate. A summary of the City's Current insurance program is attached as Appendix B. Specific services requested for securing insurance coverage include but are not limited to the following:

1. Work with the City to formulate marketing and/or renewal goals, timelines, and objectives which aid in successful securement of insurance coverages effective December 30, 2025, and thereafter.
2. Develop a complete understanding of the City's loss funding program and its objectives, both short and long term.
3. Keep City staff advised of significant developments in the public entity risk management and insurance marketplace, including informing the City of new or additional coverages that may be applicable to the City
4. Access all necessary insurance carriers either directly or by use of a secondary broker. The use of a secondary broker must be disclosed to the City.
5. At the direction of the City, prepare insurance coverage specifications and market programs prior to expiration of policies. Indicate in writing markets being approached and coverage and deductible/retention options being considered.
6. Assist the City in managing its insurance program(s), including loss reporting, insurance accounting, communications and planning. Act as the liaison and advocate for the City with carrier underwriters and claims staff.
7. Provide all carrier renewal quotations and reveal commission rates (if applicable) received from carrier underwriters with detailed recommendations to the City of which proposal would best meet the City's needs concerning coverage and cost no later than 60 days prior to the expiration of the current policies.

8. Verify the accuracy and adequacy of policies, endorsements, coverage, and premiums, noting in writing any variations from the previous year, or from conformance with specifications and any negotiations conducted with underwriters.
9. Assist in determining proper limits and coverage for exposures common to cities of similar size and scope of services to the City of Topeka. Make recommendations relating to implementation of industry best practices as appropriate based on Municipal organization.
10. Negotiate with carriers to secure any requested endorsements, riders, limits, and amendments.
11. Bind coverage as instructed by the City.
12. Work as a liaison between the City and the carriers, including fielding questions from the City relating to coverage issues between the City and carriers when necessary.
13. Prior to the beginning of each fiscal year, submit a service plan identifying goals, objectives, and an action plan.
14. Provide annual stewardship reports identifying accomplishments, and an update and status of pending projects.
15. Prepare an annual retention fund analysis forecast for use in determining appropriate retention levels.
16. Assist in risk exposure evaluation, and development and evaluation of traditional and alternative risk financing mechanisms, which may be beneficial to the City.
17. Attend meetings as requested. This may include meetings with Governing Body and City Staff.

B. Administrative Support

The City relies on its insurance broker for numerous administrative functions throughout the year to aid in the timely and accurate administration of its insurance program. These are tasks that are frequently time sensitive and detail-oriented and require the broker to engage in effective coordination and communication with identified City staff. The specific administrative services requested include but are not limited to the following:

1. Prepare and present an annual report describing coverage, exposure, and premium charges with recommendations outlining options to contain costs without sacrificing coverage for potential catastrophic loss.
2. Assess insurance company stability, solvency, and service records.

3. Work with carriers to ensure timely issuance of binders, policies, and endorsements. Copies of all policies should be provided to the City no later than ninety (90) days after policy inception.
4. Upon request, provide timely, written interpretation of coverage.
5. Process requests for certificates of insurance, bonds, and endorsements in a timely manner.
6. Ensure all insurance premiums are invoiced to the City in a timely manner.
7. Ensure all insurance premiums are paid directly to the carriers on behalf of the City in a timely manner.
8. Assist with claims reporting as requested.
9. Review insurance carrier recommendations for appropriateness.
10. Obtain quarterly updated loss summaries from excess insurers for prior and current policy periods (not required from carriers with no open claims).
11. On an annual basis, or more frequently if requested by the City, perform an audit of excess carrier claim management to assess reserving practices and overall performance of claims administration.
12. Participate in quarterly and/or as needed meetings with identified City staff to review and stay apprised of issues that may impact current coverage or the City's position in the upcoming renewal process.
13. Provide annual written confirmation from carriers that coverage was placed on a "net of commission" basis.
14. When insurers don't allow placement on "net of commission", disclose the commission to the City and pass commission savings to the City in the form of fee reductions.
15. Takes the primary role in completing bulk of renewal application information with the City's assistance.

C. Responsibilities of the City of Topeka

Make all documents available that will be useful in completing projects and/or services requested. It will be the Broker's responsibility to gather and verify the necessary data.

1. Assist in completing all required insurance applications.
2. Pay invoices submitted in conformance with the contract within thirty (30) calendar days after submittal.
3. Will establish a review committee to review the proposals.

IV. PROPOSAL FORMAT

Broker(s) must prepare their technical proposal in such a way as to provide a straightforward and concise discussion of the broker's ability to provide the services that can best satisfy the requirements herein and the needs of the City. To be considered responsive, proposers must fully address all items identified in this section. Proposals are to be limited to a total of 15 (fifteen) pages (not counting front and back cover, cover letter, table of contents, section dividers, and Pricing Proposal) using margins not smaller than 0.75" and font size not smaller than 10. Failure to provide a complete proposal will be considered unresponsive. The proposal must include the following:

A. Letter of Transmittal

1. Identification of the Provider including name, address, telephone and Fax numbers, and E-mail address(s).
2. Location of the office(s) from which services will be provided, including hours of operation, address, telephone and Fax numbers, and E-mail address.
3. An officer of the firm authorized to contract for the work must sign the transmittal letter.

B. Scope of Work Response

1. The Broker's detailed concept for the Scope of Work identified herein.
2. State if broker will provide all the services for the commission or fee quoted.
3. List areas which there will be an additional cost and list the estimated additional cost.

C. Broker's Experience

1. Demonstration of the Broker's knowledge and experience relative to the Scope of Work. Including a list of similar projects and a description of the Broker's general organization and the year the company was established.
2. Identify the primary broker and members of the service team who will participate in the daily administration of the City's account and provide a description of qualifications, names, relevant experience, and office location of each.
3. List the number of licensed property and casualty staff with five years of commercial lines experience, a Chartered Property Casualty Underwriter (CPCU) designation, or an Associate in Risk Management (ARM) designation, for the following categories:
 - i. Brokers
 - ii. Agents
 - iii. Other professional staff

4. List which category of Kansas commercial premium volume, other than personal lines and benefits, describes this company:
 - i. \$500,000 to \$999,999
 - ii. \$1,000,000 to \$4,999,000
 - iii. \$5,000,000 to \$10,000,000
 - iv. \$10,000,001 to \$20,000,000
 - v. Greater than \$20,000,000
5. List at least three Kansas public entity accounts and the dates of service, including the name and phone number of the primary contact for similar projects done by the personnel to be involved in these projects. For this section you are encouraged to list all Kansas public entity accounts or provide attachment.
6. Provide evidence broker maintains public entity insurance portfolios that exceed a combined \$750,000 in annual premiums. Include the dates of service, including the name and phone number of the primary contact for each account.

D. Services Available

1. List the in-house services available and included for the proposed commission or fee.
2. List the in-house services available, but not included for the proposed commission or fee.

E. Fee Proposal

Brokers must complete and submit Attachment C: Fee Proposal separately from technical proposal packets and information. The broker services with insurance premiums be quoted out of net commissions.

V. EVALUATION AND SELECTION

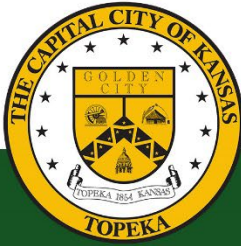
The City will review all submittals and select the consultant that is deemed most qualified to begin the contract scope and fee negotiation process. If the City and the selected Firm cannot agree on scope and/or fees, the City may terminate negotiations and select another consultant. Furthermore, the City may elect to interview one (1) or more consultants prior to making the selection. Proposal evaluation scoring will be based primarily on the following considerations

- A. 20% Understanding the concept for the Scope of Work
- B. 25% Depth of experience operating and managing similar projects
- C. 20% Organization and Expertise of Service Team
- D. 25% Public Entity Experience
- E. 10% Fee Proposal

VI. TERM OF AGREEMENT

It is the City's intent to enter into a single agreement with a selected Broker to provide Professional Insurance Broker / Risk Management Services as described herein as is determined to best serve the interests of the City of Topeka.

The selected organization is expected to enter into a written contract with the City of Topeka. The duration of the initial contract will be for one (1) year with the option to renew up to four (4) additional one (1) year periods by written mutual agreement of the parties.



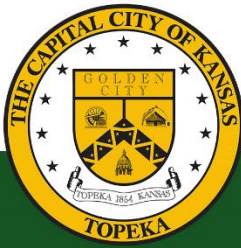
CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

ATTACHMENT A – CITY INFORMATION

CITY OF TOPEKA		
MISCELLANEOUS INFORMATION		
2025		
Population	125,475 5 th largest city in Kansas	
Number of Employees	1,243 as of December 31, 2024	
City Owned Vehicles	1003	
CITY OF TOPEKA		
2024 Payroll		
Class Code	Classification Code Description	Estimated Payroll
0106	Tree Pruning	\$488,675
5183	Plumbing	\$0
5190	Electrician	\$366,697
5192	Parking Meters	\$146,809
5506	Street Maintenance	\$2,338,409
7520	Water Works	\$4,223,036
7580	Sewage	\$3,835,649
7710	Firefighters	\$20,927,390
7720	Police	\$23,030,119
8601	Engineers	\$1,468,742
8810	Clerical	\$6,537,611
8820	Attorney	\$1,398,547
8831	Animal Control	\$204,407
9015	Buildings Maintenance	\$398,235
9102	Parks	\$0
9410	Municipal Employees	\$13,487,697
	Total	\$78,852,021



CITY OF TOPEKA

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ATTACHMENT B – INSURANCE SCHEDULE 2024/2025

COVERAGE	INSURER	LIMITS	POLICY DATES
Workers Compensation	Safety National Casualty Corporation	Statutory EL \$1,000,000	1/1/2025-26
Equipment Breakdown	XL Insurance American, Inc.	\$150,000,000	12/31/2024-25
Commercial General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability	Safety National Casualty Corporation	\$5,000,000	12/31/2024-25
Commercial Inland Marine Coverages	Traveler's Property Casualty Company of America	Misc. Property \$998,896 Computerized Business Equipment \$5,688,668 Contractors Equipment Coverage \$14,852,996	12/31/2024-25
Property Insurance including Boiler Machinery	Traveler's Indemnity Company	\$300,000,000 per occurrence	12/31/2024-25
Excess Property	Chubb Bermuda Insurance Ltd	\$200,000,000 part of \$200,000,000 excess of \$300,000,000	12/31/2024-25
Cyber Security	Starr Surplus Lines Insurance Co.	\$3,000,000	12/31/2024-25
Crime	Hanover Insurance Group	\$500,000	01/01/2023-26



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

ATTACHMENT C FEE PROPOSAL FORM: BROKER SERVICES

List your annual flat fee. All billings from insurers will be paid net of any commission.

Annual Service Fee: 1st Year \$ _____
2nd Year \$ _____
3rd Year \$ _____
4th Year \$ _____
5th Year \$ _____

Please list any additional fees on an hourly or annual basis for services available, but not included in the bid proposal or in the fees noted above, such as:

<u>Service Provided</u>	<u>Yes/No</u>	<u>Fee (please state hourly or annual)</u>
<u>Annual Stewardship Report</u>	_____	_____
<u>Annual "Net of Commission" Confirmation</u>	_____	_____
<u>Annual Retention Fund Analysis Forecast</u>	_____	_____
<u>Other Service Available</u>		
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

IF NECESSARY, THE BROKER SHALL APPEND TO THIS FORM A LISTING OF ANY OTHER SERVICES AVAILABLE TO THE CITY, IN A FORM SIMILAR TO THAT SHOWN ABOVE.

(Fee Proposal to be submitted in a separate pdf file)

Broker's Name: _____ Date: _____
Firm: _____ Telephone: _____
Address: _____ Fax: _____
Broker's Signature: _____



Alliant Response to

City of Topeka, Kansas

Request for Proposal (RFP) #3175
Professional Insurance Broker and Services

April 16, 2025 | 2:00PM (CDT)

Alliant Insurance Services, Inc.
6731 W. 121st Street, Overland Park, KS 66209
License #0C36861 | www.alliant.com



A. LETTER OF TRANSMITTAL

1. Identification of the Provider including name, address, telephone and Fax numbers, and E-mail address(s).
2. Location of the office(s) from which services will be provided, including hours of operation, address, telephone and Fax numbers, and E-mail address.
3. An officer of the firm authorized to contract for the work must sign the transmittal letter.

April 16, 2025 | 2:00 p.m. (CDT)

City of Topeka
Division of Procurement and Grants Management
Attn: Dawn Lacy, Procurement Officer II
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603
Submitted via Kansas Bid Network

Response to Request for Proposal (RFP) #3175 for Professional Insurance Broker and Services

Dear Dawn Lacy,

On behalf of the Alliant Insurance Services, Inc. (Alliant) team, we are pleased to submit our response to the City of Topeka's (the City) Request for Proposal (RFP) #3175 for Professional Insurance Broker and Services. Our response highlights both the depth of our public sector experience, as well as our desire to partner with the City.

Our Public Entity Practice spans nationally, including a local office in Kansas. We have a deep understanding of the needs and challenges the City may face within the Kansas market. We are prepared to address and overcome any of those challenges as we work with the City to implement its risk management plan. We propose servicing the City's account from our office in Overland Park located at **6731 W. 121st Street, Overland Park, KS 66209**. Although our office maintains traditional business working hours, key members of our proposed core team remain connected and available to the City 24/7/365.

Working with over 10,000 public agencies across the country, including Kansas public entities such as the Counties of Shawnee and Wyandotte; Cities of Overland Park and Kansas City; and the Johnson County Community College District, among others, we are uniquely qualified to serve as your risk management partner. Alliant has a long history of providing insurance brokerage and risk consulting services to large U.S. public entities. Our depth of experience, seasoned staff and client-centric service model eliminates any learning curve and allows us to hit the ground running.

In accordance with the RFP Special Provisions, we confirm:

ITEM	STATEMENT	RESPONSE
1.	Transmittal Letter which includes the following Statements:	
a.	That the vendor is the prime contractor and indemnifying all subcontractors.	Alliant will be the prime contractor and does not intend to utilize a subcontractor to fulfill the SOW for the City.
b.	That the vendor is a corporation or other legal entity.	✓
c.	That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal	✓
d.	That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability	✓

ITEM	STATEMENT	RESPONSE
e.	That no cost or pricing information has been included in the transmittal letter or the Technical proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.	✓
f.	That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict	✓
g.	That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements	✓
h.	Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorizations from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City	✓
i.	Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor	✓
j.	That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following: (a) Date established (b) Ownership (public, partnership, subsidiary, etc.) (c) Number of personnel, full and part time, assigned to this project by function and job title (d) Data processing resources and the extent they are dedicated to other matters (e) Location of the project within the vendor's organization (f) Relationship of the project and other lines of business and (g) Organizational chart	Alliant does not intend to utilize any subcontractors. Details on Alliant have been included within the response.

Our experienced proposed team is prepared to answer any questions that may arise as you perform your review. We look forward to further discussing Alliant's unique capabilities that will most certainly support the City into the future.

Best Regards,



Kent Miller, Senior Vice President and Authorized Signatory
 913-399-6409 (Direct)
 832-485-4001 (Fax)
kent.miller@alliant.com



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B. Scope of Work Response01

C. Broker's Experience#

D. Services Available.....#

E. Fee Proposal.....#

B. SCOPE OF WORK RESPONSE

1. The Broker's detailed concept for the Scope of Work identified herein.

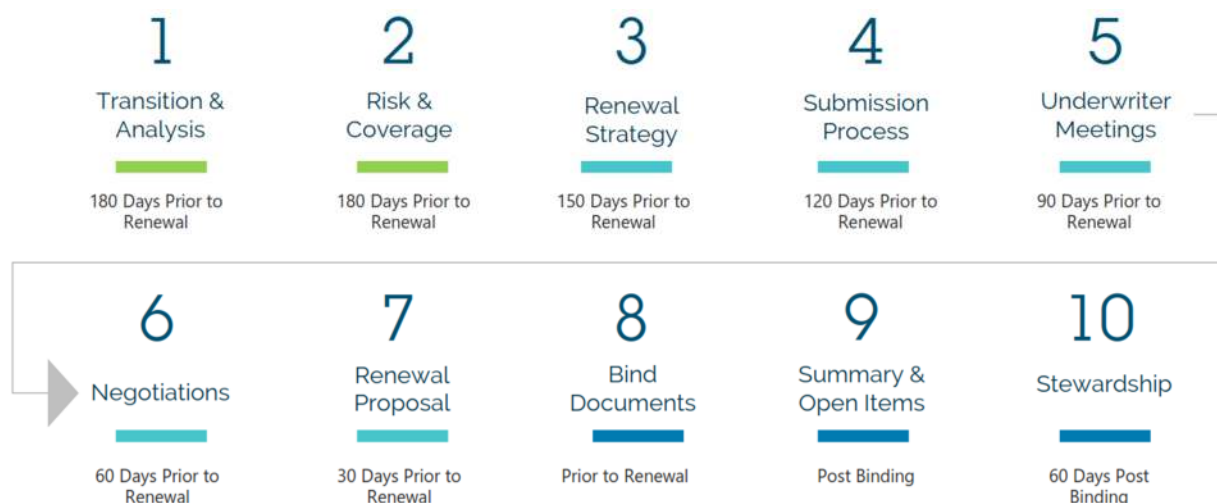
III. SCOPE OF WORK

A. General

The primary responsibility of the City's insurance broker is to procure insurance coverage for the City in a comprehensive and fiscally responsible manner. The selected broker must have access to the global insurance marketplace to secure quality insurance coverage for the City at a competitive rate. A summary of the City's Current insurance program is attached as Appendix B. Specific services requested for securing insurance coverage include but are not limited to the following:

1. Work with the City to formulate marketing and/or renewal goals, timelines, and objectives which aid in successful securement of insurance coverages effective December 30, 2025, and thereafter.

We will work with the City to develop a list of goals and expectations. Alliant clients achieve the best results when we strategically and actively market their risks to high-quality underwriters/carriers.



Marketing Approach

In terms of marketing the program to underwriters, there are three approaches that Alliant will consider, which have proven repeatedly to provide our clients with the most favorable results available to them. We would suggest pursuing all options in tandem to secure the best possible value.

Our three approaches include the following and we would be happy to discuss each one (due to page limits we are unable to elaborate):

1. Market and Negotiate Terms with Your Incumbent Carriers.
2. Market and Negotiate terms with Markets beyond the Incumbent Carriers.
3. Evaluate Alliant's Exclusive Options – Programs and Pools (without risk sharing)

Option 3

Evaluate Alliant's Exclusive Options – One of our strengths is the array of specialty programs that are exclusive to Alliant and developed to specifically meet the needs of our public entity clients like the City. These programs are in addition to what is available in the standard insurance marketplace and our competitors do not have access to them. The success of our programs is achieved by utilizing the proven strategy of group purchase. Alliant can leverage the combined size of the participating group to provide extreme advantages to our clients with terms below

market pricing, extremely high limits of coverage, and broad manuscript coverage forms. Alliant will approach these programs as part of the marketing process. However, our proprietary programs will not limit or deter our marketing of the City's insurance program to all potential carriers. First and foremost, we are your broker and will always achieve your goals and objectives. Whether or not the City decides to participate in one of our exclusive programs, the mere consideration of its availability will drive down your price and enhance the City's coverage terms.

PRISM National Expansion – In addition to looking at a more traditional program option, it would be our recommendation that the City look at a risk sharing pool as an alternative. As an Alliant client, the City will have access to the largest risk sharing pool in the country where Alliant serves as the exclusive broker and marketing agent. As the stand-alone market continues to harden, Pools become more attractive as they can often weather the storm better due to their ability to control costs, self-fund significant risk, and leverage their buying power in the reinsurance market. We view any work associated with a pool analysis as an important function of the marketing process and therefore, no additional cost is required for this service. Recently, the pool's board made the decision to begin entertaining risks in states outside of California via its Utah captive, the Excess Insurance Organization (EIO). PRISM will have as much as \$5 million of liability limits available to deploy for risks such as the City. It is important to note that the national accounts **will not have any risk sharing** component. Therefore, **the City may have the ability to capitalize on the large client base of PRISM without taking any of the associated risk.**

Additional Leverage Created by Alliant Programs

No other broker can offer the City options from within an Alliant proprietary program. However, we understand that our programs are not always the preferred solution for all our clients. In fact, many of our large public entity clients have elected not to participate in "programs." Along with our programs, Alliant has access to the worldwide marketplace, reaching over 350 markets both domestic and overseas, and this access will be utilized on the City's behalf. Whether or not the City decides to participate in one of our **exclusive** programs, the mere consideration and recognition of their availability by the commercial market will drive down the commercial market price while enhancing coverage terms and conditions. This leverage and worldwide access are another differentiator which will bring tremendous value to the City.

From the onset of our relationship with the City, we will establish a set of deliverables that Alliant will abide by and will formulate a timeline that includes all anticipated tasks for that particular policy year. We understand that unexpected projects may come up during the year and we will modify the timeline accordingly to ensure it is accurate and up-to-date.

2. Develop a complete understanding of the City's loss funding program and its objectives, both short and long term.

Alliant acknowledges and agrees. We will use our Risk Identification Model detailed further within this response to develop an understanding of the City's program, objectives, both short and long term. This process will be completed annually to ensure that the program evolves as changes occur.

3. Keep City staff advised of significant developments in the public entity risk management and insurance marketplace, including informing the City of new or additional coverages that may be applicable to the City

At Alliant, we believe our clients are better informed and prepared to make decisions around their program because of our consistent and transparent approach of sharing market updates. These regular communications include information on new and emerging coverages, products that fill gaps in the current City program, or provide a more fiscally responsible means to fund for losses. This knowledge sharing underpins every client engagement and allows for healthy strategic discussions and planning. In addition to our regular conversations and meetings with your team on these topics, Alliant provides additional publications and materials that are provided to you on a regular basis. A sample of those include:

- › **Quarterly Market Updates** – This report details the current market environment by line of coverage and offers insight into future rate forecast based on industry events and trends. Our senior product line experts and industry leaders contribute to this report to ensure granular detail is provided to our clients.
- › **Alliant Public Entity Newsletter and Podcast** - *In the Public Eye* is our quarterly newsletter including articles and informational items focused on Public Sector Risk Management and Insurance. This publication includes several topical reports ranging



from Alternative Risk Financing considerations, drone exposure, to climate change and its potential affects, to cyber related issues and more. In 2021, we expanded *In the Public Eye* to include a bi-weekly podcast series devoted to issues around public entity.

- › **Quarterly Public Entity Newsletter:** A wide range of industry topics are addressed in these publications to ensure our clients stay abreast of matters that may affect their operations and insurance programs.
- › **Industry Alerts:** Industry alerts are distributed to help educate our clients on an as needed basis. Most recently, we distributed an alert on preparing for windstorms with tools to assist stakeholders prepare for and mitigate loss from the heavy storm season.

4. Access all necessary insurance carriers either directly or by use of a secondary broker. The use of a secondary broker must be disclosed to the City.

Alliant places over \$47B in premium volume with over 2,500 carriers both domestic and international, and our senior team members have established invaluable relationships with some of the most prominent insurers in the industry. These relationships enable us to leverage every available avenue to ensure that the City develops and maintains an effective insurance program that meets and exceeds your expectations.

What differentiates us from our competition is not just the access, but also our notable position within the market itself. With decades of relevant experience in the public sector, we have developed strong relationships with major global markets within the insurance industry. No other firm brings the depth of public entity brokerage experience, as well as the volume of public entity insurance premium placements to bear in the service of our clientele. As a result, our relationships with underwriters working on public entity risks are second to none.

Although it is Alliant's preference to place accounts through insurers in which we are able to access directly, and the majority of the accounts that we place are through those direct insurers, we do maintain strategic partnerships with wholesale insurance brokers and London brokers, or intermediaries, which allow us to achieve the broadest market access. We place a great deal of business through secondary/intermediary brokerages annually and continue to utilize them as our relationships have proven time and again to benefit our clients. Alliant will not approach any intermediary without first submitting a formal request to the City and obtaining approval.

5. At the direction of the City, prepare insurance coverage specifications and market programs prior to expiration of policies. Indicate in writing markets being approached and coverage and deductible/retention options being considered.

Alliant will assist the City in preparing their renewal application and loss data. Once the information is received and formatted to underwriter requirements, we create professional insurance specifications for the submission, detailing the City's renewal information.

6. Assist the City in managing its insurance program(s), including loss reporting, insurance accounting, communications and planning. Act as the liaison and advocate for the City with carrier underwriters and claims staff.

We agree and note this throughout the response. Our experience and service levels are unmatched in the public sector. We would be happy to share a copy of our formal quality standards, upon request.

7. Provide all carrier renewal quotations and reveal commission rates (if applicable) received from carrier underwriters with detailed recommendations to the City of which proposal would best meet the City's needs concerning coverage and cost no later than 60 days prior to the expiration of the current policies.

As noted previously within our response, the Alliant team prepares proposals that will provide a bottom-line comparison of all terms for any and every option received. The proposal will clearly indicate areas where a quote may be superior to inferior to the current program. We include an executive summary section that details our recommendation. Alliant always believes in absolute transparency. Therefore, carrier quotes are available to the City. The carrier quote and our proposal will outline commission rates (which should be net in this project), however we are also willing to provide the City with an annual income disclosure.

8. Verify the accuracy and adequacy of policies, endorsements, coverage, and premiums, noting in writing any variations from the previous year, or from conformance with specifications and any negotiations conducted with underwriters.

We prepare a formal renewal proposal featuring both an executive summary and a detailed coverage analysis section. This section will detail and highlight any coverage enhancements or reductions, noting any variances from the previous year, as well as our recommendations. Our analysis will help you make a more educated renewal decision.

9. Assist in determining proper limits and coverage for exposures common to cities of similar size and scope of services to the City of Topeka. Make recommendations relating to implementation of industry best practices as appropriate based on Municipal organization.

Alliant is fully equipped to prepare benchmarking studies for the City, which is something we often do for our clients. These benchmarks combine information from our municipalities, state government and pooling client database, information from our insurance carrier partners, and industry available information. Additionally, we have purchased access to national benchmarking databases. In the cases where clients have already pursued their own benchmarking studies, our team is happy to supplement those studies with additional data and function. Beyond the normal benchmarking comparison of retentions, limits, premium ratios, losses, program costs, and program structure, we often develop benchmarking studies on unique risk issues. This information will serve as an integral part of the recommendations given to the City on best practices.

10. Negotiate with carriers to secure any requested endorsements, riders, limits, and amendments.

Throughout the year, the Alliant team will work with the incumbent underwriters to secure documentation for policy changes on an as needed basis.

11. Bind coverage as instructed by the City.

Alliant acknowledges and agrees.

12. Work as a liaison between the City and the carriers, including fielding questions from the City relating to coverage issues between the City and carriers when necessary.

Alliant acknowledges and agrees. As the City's broker, Alliant will help the City to clarify terms and conditions and address other concerns as needed. Should a coverage dispute arise, Alliant has a fully staffed team of litigators who serve as our in-house client claims advocates. **Furthermore, as the largest public entity and municipal brokerage firm in the nation, our relationships with our carrier partners is bar none.**

13. Prior to the beginning of each fiscal year, submit a service plan identifying goals, objectives, and an action plan.

Alliant acknowledges and agrees. Each year, at the beginning of the fiscal year, the team will present a report on a variety of topics including the State of the Market, a discussion on the service plan including goals and objectives and action plan. We will highlight a plan of action to address alternative ways to fund for existing risk, new and emerging risks, and items identified in our annual risk review (gap analysis).

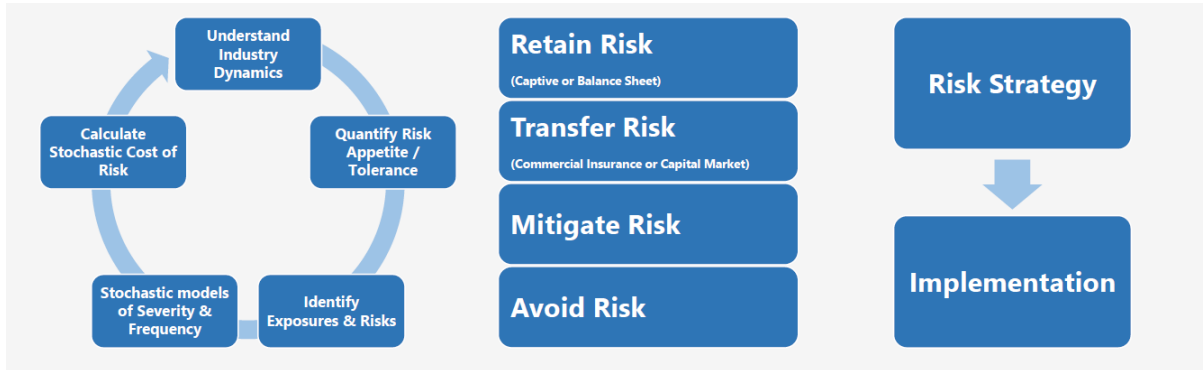
14. Provide annual stewardship reports identifying accomplishments, and an update and status of pending projects.

As noted in our Defined Client Service and Marketing process, step 10 is the stewardship report. We use the Stewardship as a way to debrief the prior year's renewal, accomplishments, areas of focus help set goals for the next year, and an overview of pending projects. We also discuss pending projects on recurring open items meetings which can be held at a frequency as desired by the City. Open items reports formalize events helping the Alliant team and City stay focused on unresolved items and allowing regular opportunities to discuss new risks and operational issues.

15. Prepare an annual retention fund analysis forecast for use in determining appropriate retention levels.

The Alliant Specialty Analytics Group (SAG) works closely with our Claims and Risk Control teams to identify loss trends. In addition, we can assist the City in understanding its Total Cost of Risk (which includes retention levels) over various coverage lines. Working together with claims and risk control is a crucial step in the analysis process, identifying the steps necessary to mitigate frequency and severity of claims.

Our team takes a quantitative, inward-looking approach, bringing clients an arsenal of tools and expertise to attack their risk finance issues. We use a two-step process to drill down to the best possible outcomes for our clients: our First-Rate analysis and utilization of our SCORE analytics tools.



First Risk Appetite and Risk Tolerance (First RATE)

- › **What it is:** Calculation of an organization's risk bearing capability in terms of Risk Appetite and Risk Tolerance.
- › **Why it is different:** Includes evaluation of company key financial metrics that are most indicative of the company's financial strength and ability to meet its business objectives against the negative impact to each of those metrics that the company can withstand from unexpected retained losses.
- › **What it provides:** Loss scenarios that calculate risk appetite and/or tolerance levels, by calculating the likelihood of exceeding insurable risk appetite and tolerance levels under each risk financing option or strategy, providing our clients additional decision-making criteria to compare each of the available options or strategies.

16. Assist in risk exposure evaluation, and development and evaluation of traditional and alternative risk financing mechanisms, which may be beneficial to the City.

Alliant has developed a 6-step risk analysis model that organizes and streamlines the way we perceive and analyze risk. This risk assessment process helps us capture your entity's unique risk profile. The goal of our analysis is to:

1. Understand and deal with the inherent complexities that come with public entity risks.
2. Provide an in-depth analysis and develop a risk profile that is unique to your organization.
3. Develop a proper risk transfer mechanism tailored to your organization.
4. Tailor our risk control offerings to reflect your specific risk profile.

This process is implemented from the onset of our partnership and is updated on an annual basis to help us identify, analyze and pair our clients with the necessary portfolio of resources to mitigate against losses and improve efficiencies or determine any serious or unanticipated gaps that exist. We will review the retentions and insurance limits and provide you with a written report outlining our observations and recommendations. Overall, we will use our unique six-part Risk Identification Model to identify and analyze your unique loss exposures so that we can appropriately capture your specific risk profile to develop a tailored risk transfer program that directly impacts your total cost of risk.

17. Attend meetings as requested. This may include meetings with Governing Body and City Staff.

Part of the Alliant account team is located right in Topeka. As part of our commitment to proactive client service and strategic partnership, Alliant agrees to meet with the City as requested, including meetings with the Governing Body and City Staff.

In addition to our regular communications, publications, and email alerts, among others, we also hold an annual strategy meeting where the team has an opportunity to share information with clients and develop a list of deliverables for the coming year. This meeting can be held as frequently as the City would like. At the onset of our relationship with the City, we would also like to arrange for recurring open items meetings, which will allow the team dedicated meeting time with the City to ensure no items slip through the cracks. These meetings are often held weekly, bi-weekly or monthly. We can incorporate market developments into the recurring meeting cycle.

B. Administrative Support

The City relies on its insurance broker for numerous administrative functions throughout the year to aid in the timely and accurate administration of its insurance program. These are tasks that are frequently time sensitive and detail-oriented and require the broker to engage in effective coordination and communication with identified City staff. The specific administrative services requested include but are not limited to the following:

1. Prepare and present an annual report describing coverage, exposure, and premium charges with recommendations outlining options to contain costs without sacrificing coverage for potential catastrophic loss.

We will provide the City with an annual Stewardship report. For most clients, the report is delivered as part of our renewal strategy meeting. We will summarize the goals and objectives set for the past year and what was accomplished. We will review the current program, exposures and premium, provide recommendations and set goals for the coming year. The analysis will outline options to contain costs, without sacrificing coverage. Additionally, we will use this time to deliver a State of the Market address.

2. Assess insurance company stability, solvency, and service records.

We acknowledge and agree. The Alliant Market Security Team provides in-depth financial monitoring of insurance carriers, intermediaries and managing general agents/underwriters (MGAs/MGUs), equipping clients with timely insights to make informed decisions about their insurance partners.

3. Work with carriers to ensure timely issuance of binders, policies, and endorsements. Copies of all policies should be provided to the City no later than ninety (90) days after policy inception.
4. Upon request, provide timely, written interpretation of coverage.
5. Process requests for certificates of insurance, bonds, and endorsements in a timely manner.
6. Ensure all insurance premiums are invoiced to the City in a timely manner.
7. Ensure all insurance premiums are paid directly to the carriers on behalf of the City in a timely manner.

Alliant acknowledges and agrees. We are happy to provide our **Service and Quality Standards** document for more information.

8. Assist with claims reporting as requested.

Alliant acknowledges and agrees. Our extensive experience working with public entities, has allowed us to develop a highly effective in-house claims department staffed by the most talented personnel in the industry who specialize in large, complex claims. Our claims consultants average over 35 years of experience and operates as a national team which affords borderless resources to our clients. Our team understands the process involved with large claims and will develop effective strategies to ultimately drive positive outcomes and recoveries in critical situations. Your lead claims advocate Robert Frey has the expertise and knowledge necessary to help manage the City's claim submittals.

9. Review insurance carrier recommendations for appropriateness.

Proposal Response

Alliant acknowledges and agrees. We would be happy to provide our **Service and Quality Standards** document for more information.

10. Obtain quarterly updated loss summaries from excess insurers for prior and current policy periods (not required from carriers with no open claims).

The team will obtain quarterly loss summaries for prior and current policy periods, these can be requested anytime.

11. On an annual basis, or more frequently if requested by the City, perform an audit of excess carrier claim management to assess reserving practices and overall performance of claims administration.

Alliant acknowledges and confirms. Typically, this is done bi-annually but we are open to do it more frequently, including annually if requested. A non-formal option is available at no cost. However, should the City desire a more extensive report, additional charges may apply.

12. Participate in quarterly and/or as needed meetings with identified City staff to review and stay apprised of issues that may impact current coverage or the City's position in the upcoming renewal process.

Alliant will be available to attend meetings to discuss all topics, as needed with the City. The service team is local.

13. Provide annual written confirmation from carriers that coverage was placed on a "net of commission" basis.

Alliant is amenable to provide the City with complete copies of all quotes, notating that commission is net.

14. When insurers don't allow placement on "net of commission," disclose the commission to the City and pass commission savings to the City in the form of fee reductions.

Alliant acknowledges and agrees. Our goal is always to provide the City with the best available coverage at the lowest price. There are carriers and some lines of coverage wherein if you ask them to net out commissions, it does not result in a dollar-for-dollar premium reduction. For this reason, we will frequently take the commission and then return it to the client in a manner that is allowable by law in their state. It is most frequently done as an offset to the annual broker fee. In any event this information would be fully disclosed to the client prior to the transaction taking place and included with details in our annual revenue disclosure.

15. Takes the primary role in completing bulk of renewal application information with the City's assistance.

Alliant acknowledges and agrees. We will utilize prior submission information provided by the City, what we've learned about the City over time, and publicly available information to pre-complete the renewal applications on the City's behalf. Ideally, we want to make the jobs of City easier, and prevent duplication in efforts, focusing on only those areas that change year to year.

2. State if broker will provide all the services for the commission or fee quoted.

Confirmed. The tasks detailed in the scope of work are included in the fee proposed.

3. List areas which there will be an additional cost and list the estimated additional cost.

Based on our review of the scope of work, we do not anticipate additional fees. However, Alliant does offer additional resources for fee that are outside of the requested Scope of Work.

C. BROKER'S EXPERIENCE

1. Demonstration of the Broker's knowledge and experience relative to the Scope of Work. Including a list of similar projects and a description of the Broker's general organization and the year the company was established.

Our company roots date back to 1925 with the founding of Robert F. Driver Company. Today, Alliant is the leading privately owned strategic risk and insurance advisor in the United States. The firm is well adept and hyper-focused on addressing clients' risk management and insurance brokerage consulting needs. Alliant has grown significantly over the last several years and marks our success by aligning our employees on a common mission delivering outstanding client-centric services.



\$5.1 Billion
Revenue



\$47 Billion
Premium Volume



51%
Employee Owned



14,000+
Employees



9th Largest
Insurance Broker

With this deep history, Alliant has been providing services to entities and organizations of comparable size and complexity to that of the City for 100 years.

Alliant has been a trusted partner to public entities for over 100 years, evolving into the nation's largest and most experienced brokerage firm serving government agencies. Our commitment to the public sector took a significant step forward in 1977 when our Chairperson and CEO, Tom Corbett, established our Irvine office with a singular focus—delivering specialized risk management strategies, innovative insurance products, and unmatched service tailored specifically to Public Entities. Since then, Alliant's Public Entity Practice has grown into the dominant force in the industry, setting the standard for how governmental organizations manage risk. Tom Corbett remains actively engaged in the service and brokerage of our public entity clientele, ensuring that our firm's leadership maintains a direct connection to the unique needs of public agencies. This top-down commitment is a defining characteristic of Alliant, providing an unparalleled level of expertise and advocacy that no other firm can match.

Over the decades, Alliant has continuously adapted to meet the evolving risks that public entities face. What began as a brokerage focused on traditional property and casualty insurance has expanded into a full-scale risk consulting powerhouse, addressing the most pressing challenges of modern governance. Legislative shifts, targeted cyber-attacks, extreme weather events, active shooter threats, and civil unrest are just a few of the complex issues confronting our clients daily. Alliant has responded by developing innovative solutions, from alternative risk financing strategies and self-insurance pools to comprehensive cyber resilience programs and proactive loss prevention initiatives. Our team of dedicated specialists works alongside public entities to build customized risk management frameworks that not only mitigate exposures but also enhance financial stability and operational resilience.

As our practice has grown, so has our impact. With thousands of public sector clients nationwide, including many in the Midwest, Alliant has played a crucial role in helping cities, counties, school districts, and other government agencies thrive despite increasing financial and regulatory pressures. Our ability to anticipate emerging risks, negotiate market-leading coverage, and provide forward-thinking risk management strategies has helped public entities protect their assets, reduce costs, and serve their communities more effectively. Through deep specialization, long-term industry partnerships, and an unwavering dedication to innovation, Alliant continues to lead the way in shaping the future of public entity risk management.

A **sample** list of Alliant clients, with scope of work and operations similar to the City include:

Cities

- › City of Anaheim, CA
- › City of Ann Arbor, MI
- › City of Austin, TX

Counties

- › Anne Arundel County, MD
- › Cook County, IL
- › Dougherty County, GA



\$1 Trillion
Insured Values



300+
Dedicated Professionals



40+
Years in the Business



National
Leader



Customized
Specialty Programs

- › City of Bryan, TX
- › City of Charlotte, NC
- › City of Chicago, IL
- › City of Detroit, IL
- › City of Kansas City, KS
- › City of Las Vegas, NV
- › City of Long Beach, CA
- › City of Maricopa, AZ
- › City of Overland Park, KS
- › City of Portland, OR
- › City of Sacramento, CA
- › City of San Francisco, CA
- › City of Shreveport, LA
- › King County, WA
- › Los Angeles County, CA
- › Mecklenburg County, NC
- › Pima County, AZ
- › Prince William County, VA
- › Sedgwick County, KS
- › Shawnee County, KS
- › Snohomish County, WA
- › San Francisco, CA
- › Wake County, NC
- › Wyandotte County, KS

2. Identify the primary broker and members of the service team who will participate in the daily administration of the City's account and provide a description of qualifications, names, relevant experience, and office location of each.

On the following pages we have included a team chart with a write-up for each member of the proposed Service Team. Biographies for all team members available upon request.

TEAM MEMBER	ROLE	EXPERIENCE & PROPOSED RESPONSIBILITIES
Primary Team		
Kent Miller Senior Vice President Overland Park, KS Designations: CIC	Primary Broker/ Authorized Signatory	Kent has over 30 years of experience working with public entities, similar in size to the City. A partial list of clients include: Shawnee County, Baker University, City of Ames(IA), MTAA (Metropolitan Topeka Airport)
Jan Mason First Vice President Overland Park, KS Designations: CPCU, AAI, CIC	Account Executive	Jan has over 30 years of experience working with public entities, similar in size to the City. A partial list of clients include: Shawnee County, Baker University, City of Ames(IA), MTAA (Metropolitan Topeka Airport)
Courtney Ramirez Senior Vice President Irvine, CA (Corporate Office) Designations: ARM, CIC, CISR	Technical Peer Review/Program Liaison	Courtney has over 23 years of experience working with public entities, similar in size to the City. A partial list of clients include: Cities of Kansas City (KS), Austin (TX), Las Vegas (NV), Sacramento (CA), Counties of Prince William (VA), Wyandotte, Johnson County Community College District

Account Support – The primary broker and service team will be supported by a deep and experienced bench of experts including a dedicated claims advocate and loss control team.

3. List the number of licensed property and casualty staff with five years of commercial lines experience, a Chartered Property Casualty Underwriter (CPCU) designation, or an Associate in Risk Management (ARM) designation, for the following categories: i. Brokers; ii. Agents; iii. Other professional staff.

Alliant has more than 14,000 employees, and many of our associates have held their licenses for 20+ years and have pursued and received advanced training and designations. The primary team's experience and designations have been listed above.

4. List which category of Kansas commercial premium volume, other than personal lines and benefits, describes this company: \$500,000 to \$999,999; \$1,000,000 to \$4,999,000; \$5,000,000 to \$10,000,000; \$10,000,001 to \$20,000,000; Greater than \$20,000,000.

In total, Alliant's commercial premium volume in Kansas exceeds \$20,000,000.

- List at least three Kansas public entity accounts and the dates of service, including the name and phone number of the primary contact for similar projects done by the personnel to be involved in these projects. For this section you are encouraged to list all Kansas public entity accounts or provide attachment.

Our clients are our best measures of success, and we encourage the City to reach out to all listed client references.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY

Contact Name/Title:	Dave Wimberly, Sr. HR Business Partner/Risk Manager
Phone/Email:	913-573-5666 / dwimberly@wycokck.org
Service Period:	2023 – Present

JOHNSON COUNTY COMMUNITY COLLEGE DISTRICT

Contact Name/Title:	Sandra Warner, Executive Director, Mission Continuity & Risk Management
Phone:	913-469-2552 / swarner@jcc.edu
Service Period:	2022 – Present

SHAWNEE COUNTY, KANSAS

Contact Name/Title:	Lisa J Schmitt, County Clerk
Phone:	785-251-4155 / lisa.schmitt@snco.us
Service Period:	Kent and Jan worked with the County at another firm for 25+ years

- Provide evidence broker maintains public entity insurance portfolios that exceed a combined \$750,000 in annual premiums. Include the dates of service, including the name and phone number of the primary contact for each account.

With a proven track record of serving over 10,000 public entity clients across the nation, Alliant's influence in the public entity marketplace is unparalleled. The largest Public Entity account we currently write is Public Risk Innovation, Solutions and Management (PRISM)- formerly CSAC EIA. PRISM is the oldest and largest joint powers authority in the nation, serving 56 of the 58 counties within the State of California, 70% of the municipalities, among others.

The following table is a sample list of a few of Alliant's accounts that exceed \$750,000 in annual premiums.

CLIENT	PREMIUM	SERVICE DATE	PRIMARY ACCOUNT CONTACT
Public Risk Innovation Solutions and Management (fka CSAC Excess Insurance Authority)	\$250M+	1984 to Present	Gina Dean / 916-850-7300
State of Minnesota	\$8M+	2020 to Present	Gary Westman / 651-201-3030
City of Austin	\$7.5M+	2015 to Present	Benny VandenAvond / 512-974-3264
City of Las Vegas	\$3M+	2020 to Present	John Raftery / 702-229-5048
City of Sacramento	\$20M+	1992 to Present	Patrick Flaherty / 916-808-8587
Shawnee County, KS	\$2.5M+	2025 to Present	Lisa Schmitt / 785-251-4155

D. SERVICES AVAILABLE

- List the in-house services available and included for the proposed commission or fee.

We strongly believe all loss control services provided to our clients should be focused on their needs and not focused primarily on the needs of the insurance company. There can be tremendous benefits from loss control services that take into consideration a client's exposures, needs, and culture. We believe a collaborative risk management approach that includes the client, broker, underwriter, and loss control representative is the best

solution to addressing your needs. Our loss control services will be focused on identifying and reducing exposures and will be part of an overall risk management program strategy.

Alliant Risk Management Center

The Alliant Risk Management Center (RMC) is a unique web-based software suite of safety and risk management tools designed to empower your organization's risk prevention efforts. As part of our transition process, we will host a virtual demo for the City staff. **Complimentary access and training** will be provided to those individuals designated by the City Risk Management.

The RMC allows you to reduce risk and improve workplace safety by creating effective risk mitigation programs. It is easy to access and use and provides a cost-effective risk reduction and safety center for your entire organization. Alliant's Risk Management Center is right for any organization wanting to proactively manage risk exposures to reduce claims, losses, and associated costs.

- › **Safety Library**—Access a database of document templates and training courses, created to help companies mitigate risk and reduce losses.
- › **Online Training**—Deliver employee safety training efficiently and effectively.
- › **Incident Management Tools**—Automate safety audits, field inspections, and corrective action reporting while complying with OSHA reporting requirements.
- › **HR Compliance Solutions**—Access HR best-practice templates, training, news alerts, and expert advice.

The RMC provides tools to not only drive your TCOR by reducing frequency and severity, but can also enhance your compliance efforts through the following tracks:

- › **COI Track** – Manage the Certificate of Insurance (COI) process and ensure your business is protected from unexpected liability.
- › **Incident Track** – Report claims and reduce incidents. Track employee injuries and related time off work, conduct incident analyses, and run OSHA 300 Logs.
- › **SDS Track** – Comply with the new Globally Harmonized System.
- › **Audit Track** – Create audits, surveys, questionnaires, and self-assessments.
- › **HR Essentials** – Achieve HR compliance, enabled through online educational materials, an HR & Benefits library, and access to on-demand experts.
- › **BBS Track** – Cultivate a safety culture throughout your organization with a Behavior-Based Safety (BBS) Program. Ensure employees are doing their jobs safely
- › **Safety Observation Track** – Perform and track safety observations and demonstrate job compliance.
- › **Job Description Track** – Build job descriptions that clearly communicate employee responsibilities and job-related health and safety requirements.
- › **Training Track** – Automate your entire employee training process. Schedule, track, and document training with a database of training titles.
- › **Online Risk Management Library** – Access a multitude of bilingual risk management documents and resources.
- › **Loss Control Inspection Services** – Attain certified experts to analyze current workplace conditions and environmental waste disposal programs, conduct on-site training, and assist with the management, tracking, and reporting of compliance issues.

2. List the in-house services available, but not included for the proposed commission or fee.

All of the items in the requested RFP scope of work are included in our proposed Fee. A list of additional services is attached to the cost proposal.

E. FEE PROPOSAL

Brokers must complete and submit Attachment C: Fee Proposal separately from technical proposal packets and information. The broker services with insurance premiums be quoted out of net commissions.

Please see the completed **Attachment C Fee Proposal** form uploaded separately as part of our response.



CITY OF TOPEKA

Event # 3175-0

Name: Professional Insurance Broker and Services

Reference: Professional Insurance Broker and Services

Description: The City of Topeka is requesting proposals for a professional insurance broker to represent the City in various insurance markets, including property, casualty, excess workers compensation, other insurances, and related services.

Buyer: Dawn Lacy

Status: Open

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 03/21/2025 09:01:00 AM

Open: 03/21/2025 09:00:00 AM

Q & A Close: 04/10/2025 05:00:00 PM

Close: 04/16/2025 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitation or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers as possible to enhance the competitive sealed bidding process. The city is unable to include every supplier in all events that they may be able to quote on. Registration on the city's e-pro website does not guarantee an organization will receive notification of every bidding opportunity.

Event # 3175-0: Professional Insurance Broker and Services

Disclaimer

The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The city makes no warranty that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phones, computers, mobile devices), the bid time will be determined based upon the time indicated on the city server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

It shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements, or combinations thereof that restrict or limit bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than five (5) days prior to the bid closing. The specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications that inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter or deter the City from accomplishing the intended use or function. Each bid shall include descriptive literature and specifications for the product. However, the provision of this material shall not be considered a substitute for listing deviations.

Amendments to Bids: To ensure maximum access opportunities for users, events and solicitations shall typically be posted for a minimum of ten (10) days, and no amendments shall typically be made within the last three days before the event or solicitation is due. Bidders and vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason, bidders and vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's or vendor's responsibility to check the website from time to time for updates to events and solicitations and to pick up additional addenda and information.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date, unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications or any term or condition that they believe restricts competition, bidders must contact, in writing, the procurement buyer assigned no later than five (5) days prior to bid closing. Upon receipt, the procurement buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid or a bid award.

Standard Terms and Conditions

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

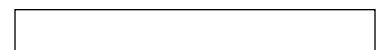
1.TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2.AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3.TERMINATION DUE TO LACK OF FUNDING



Event # 3175-0: Professional Insurance Broker and Services

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5.DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6.ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of 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 in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9.REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10.RESPONSIBILITY FOR TAXES

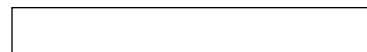
The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11.INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____



Event # 3175-0: Professional Insurance Broker and Services

Purchase Order Terms and Conditions

TERMS AND CONDITIONS

1.PAYMENTS AND INVOICING: Payments will be made in accordance with the terms of this order or the Seller's invoice whichever is more favorable to the City. All invoices must include the Purchase Order Number and should be mailed to:

City of Topeka, KS
Accounting Division
215 SE 7th Street, Room 358
Topeka, KS 66603-3914

2.ACCEPTANCE OF PURCHASE ORDER: A purchase order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the City will assume the Seller accepts the order as written and will make delivery as specified on the purchase order.

3.ENTIRE AGREEMENT: All specifications, drawings and data submitted to the Seller with this order or the bid solicitation for this order are hereby incorporated herein and made part hereof. No changes in quantities, prices, specifications, terms or shipping instructions will be allowed except on authority of the City of Topeka, Contracts & Procurement Division.

4.TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination (FOB Destination, prepaid and allowed) unless otherwise agreed to by the parties and specified on the purchase order. No charges will be allowed by the City for transportation, packing, handling, or containers unless otherwise authorized in the purchase order or by the City of Topeka, Contracts & Procurement Division.

5.INSPECTION: Materials or equipment purchased are subject to inspection and approval at the City's destination. The City of Topeka reserves the right to reject and refuse acceptance of items which are not in accordance with this order. Rejected materials or equipment shall be removed by or at the expense of the Seller.

6.WARRANTY: The Seller warrants that all goods and services furnished will conform to the terms of this order and that they will be free from latent and patent defects in materials, workmanship and free from such defects in design. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense.

7.TAXES: Unless otherwise indicated on this order, the City of Topeka is exempt from Federal Excise Tax, State taxes and local taxes. Tax Exemption Certificates will be furnished upon request.

8.EQUAL EMPLOYMENT OPPORTUNITY: State of Kansas State Statute K.S.A. 44-1030 shall be a material term of this contract.

9.HOLD HARMLESS: It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto, and that the Seller shall defend all actions or claims brought and save harmless the City or its officials or employees from loss, cost or damage by reason of actual or alleged infringement of letters patent, or for any other reason.

10.DEFAULT: In case of default or breach by the Seller, the City may procure the goods or services from other sources and charge the Seller as liquidated damages any excess cost or damages occasioned thereby.

11.INQUIRIES: Questions concerning the purchase order may be made to:

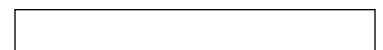
CONTRACTS & PROCUREMENT DIVISION
City of Topeka
215 SE 7th Street, Room 60
Topeka, KS 66603-3914
TEL: 785-368-3749
FAX: 785-368-4499

Terms and Conditions

STANDARD TERMS AND CONDITIONS

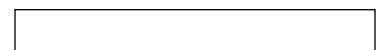
Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements



Event # 3175-0: Professional Insurance Broker and Services

1. **READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY.** Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. **SINGLE POINT OF CONTACT:** The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. **NEGOTIATED PROCUREMENT:** The City reserves the right to negotiate with the selected bidder of this solicitation. The final evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)
4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. **QUESTIONS & ADDENDA:** All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.
6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.
7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.
8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:
 - Adequacy and completeness of proposal;
 - Compliance with the terms and conditions of the request;
 - Experience in providing like services or products;
 - Qualified staff;
 - Methodology in accomplishing objectives;
 - Response format as required by this request;
 - Price; and
 - Any other requirements specific to the service or product as outlined by the City of Topeka.
9. **ACCEPTANCE OR REJECTION:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.
10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.
11. **CONTRACT DOCUMENTS:** In the event of a conflict in terms of language among the documents, the following order shall govern:
 - Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
 - Written modifications to the executed contract;
 - Written contract signed by the parties;
12. **OPEN RECORDS ACT:** All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.
13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.
14. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of



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time to be determined by the City.

15. **INSURANCE:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a) Date established

(b) Ownership (public, partnership, subsidiary, etc.)

(c) Number of personnel, full and part time, assigned to this project by function and job title

(d) Data processing resources and the extent they are dedicated to other matters

(e) Location of the project within the vendor's organization

(f) Relationship of the project and other lines of business and

(g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.



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A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Insurance Req with Errors and Omissions Coverage

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

Products & Completed Operations Coverage Aggregate \$2,000,000

Property Damage per occurrence \$100,000

Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

Professional Liability (Errors and Omissions)

Provide separate "claims made" form

Per Claim \$1,000,000

General Aggregate \$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

Attachments

Event # 3175-0: Professional Insurance Broker and Services

Attachment

Event 3175 RFP Professional Insurance Broker & Services.pdf

Event 3175 Attachment A - City Information.pdf

Event 3175 Attachment B - Insurance Schedule.pdf

Event 3175 Attachment C - Fee Proposal Form.docx

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
948	HEALTH RELATED SERVICES (FOR HUMAN SERVICES SEE CLASS 952)
952	HUMAN SERVICES

Line Details

Line 1: Request for Proposals

Description: Enter 1.00 in both Quantity and Cost fields on your line item response. Upload your Technical Proposal and SEPARATE Completed Attachment C - Fee Proposal with your response. You must select SUBMIT in order to submit your RFP bid response.

Item: INSURANCE BROKER Request for Proposals

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 01/06/2026

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	6405020105	52502	100.000%



CITY OF TOPEKA

Division of Procurement and Grants Management
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749

PROFESSIONAL INSURANCE BROKER AND SERVICES REQUEST FOR PROPOSALS

I. INTRODUCTION

The City of Topeka (City) is requesting proposals for a professional insurance broker (Broker) to represent the City in various insurance markets, including property, casualty, excess workers' compensation, other insurances, and related services. The company must be a qualified Broker in the public entity market and will serve as Broker of Record. The City is not requesting insurance quotations at this time and expressly prohibits prospective brokers from quoting or approaching carriers at this time. The contract will be non-exclusive.

II. BACKGROUND INFORMATION

The City is a full-service city with an annual operating budget of \$399.2M, under a Mayor/Council/Manager form of government. The City Manager is the administrative head of the government and is directly responsible to the Governing Body. The City provides water treatment, wastewater treatment, and solid waste. The City has 1,243 employees which support 125,475 citizens within the Topeka metropolitan area, and is made up of ten City departments as follows:

- A. Financial Services
- B. Fire
- C. Human Resources
- D. Information Technology (IT)
- E. Legal
- F. Municipal Court
- G. Planning
- H. Police
- I. Public Works
- J. Utilities

The City operates an in-house risk management program that works with all departments to promote workplace safety and mitigating areas of risk. The broker selected will work in close consultation with staff from both the risk management team and City's legal department.

Attachment A provides additional information pertinent to the City of Topeka.

Attachment B outlines the City's insurance schedule for fiscal year 2024-2025. The City currently self-insures automobile liability and workers' compensation exposures. The City's current Self-Insured-Retention for liability is set at \$500,000.00; and for Excess Workers' Compensation it is set at \$750,000.00. The City purchases insurance excess of self-insured retentions.

III. SCOPE OF WORK

The intent of this RFP is to solicit proposals to provide insurance agency/brokerage services, which will include but not be limited to the following specific responsibilities:

A. General

The primary responsibility of the City's insurance broker is to procure insurance coverage for the City in a comprehensive and fiscally responsible manner. The selected broker must have access to the global insurance marketplace to secure quality insurance coverage for the City at a competitive rate. A summary of the City's Current insurance program is attached as Appendix B. Specific services requested for securing insurance coverage include but are not limited to the following:

1. Work with the City to formulate marketing and/or renewal goals, timelines, and objectives which aid in successful securement of insurance coverages effective December 30, 2025, and thereafter.
2. Develop a complete understanding of the City's loss funding program and its objectives, both short and long term.
3. Keep City staff advised of significant developments in the public entity risk management and insurance marketplace, including informing the City of new or additional coverages that may be applicable to the City
4. Access all necessary insurance carriers either directly or by use of a secondary broker. The use of a secondary broker must be disclosed to the City.
5. At the direction of the City, prepare insurance coverage specifications and market programs prior to expiration of policies. Indicate in writing markets being approached and coverage and deductible/retention options being considered.
6. Assist the City in managing its insurance program(s), including loss reporting, insurance accounting, communications and planning. Act as the liaison and advocate for the City with carrier underwriters and claims staff.
7. Provide all carrier renewal quotations and reveal commission rates (if applicable) received from carrier underwriters with detailed recommendations to the City of which proposal would best meet the City's needs concerning coverage and cost no later than 60 days prior to the expiration of the current policies.

8. Verify the accuracy and adequacy of policies, endorsements, coverage, and premiums, noting in writing any variations from the previous year, or from conformance with specifications and any negotiations conducted with underwriters.
9. Assist in determining proper limits and coverage for exposures common to cities of similar size and scope of services to the City of Topeka. Make recommendations relating to implementation of industry best practices as appropriate based on Municipal organization.
10. Negotiate with carriers to secure any requested endorsements, riders, limits, and amendments.
11. Bind coverage as instructed by the City.
12. Work as a liaison between the City and the carriers, including fielding questions from the City relating to coverage issues between the City and carriers when necessary.
13. Prior to the beginning of each fiscal year, submit a service plan identifying goals, objectives, and an action plan.
14. Provide annual stewardship reports identifying accomplishments, and an update and status of pending projects.
15. Prepare an annual retention fund analysis forecast for use in determining appropriate retention levels.
16. Assist in risk exposure evaluation, and development and evaluation of traditional and alternative risk financing mechanisms, which may be beneficial to the City.
17. Attend meetings as requested. This may include meetings with Governing Body and City Staff.

B. Administrative Support

The City relies on its insurance broker for numerous administrative functions throughout the year to aid in the timely and accurate administration of its insurance program. These are tasks that are frequently time sensitive and detail-oriented and require the broker to engage in effective coordination and communication with identified City staff. The specific administrative services requested include but are not limited to the following:

1. Prepare and present an annual report describing coverage, exposure, and premium charges with recommendations outlining options to contain costs without sacrificing coverage for potential catastrophic loss.
2. Assess insurance company stability, solvency, and service records.

3. Work with carriers to ensure timely issuance of binders, policies, and endorsements. Copies of all policies should be provided to the City no later than ninety (90) days after policy inception.
4. Upon request, provide timely, written interpretation of coverage.
5. Process requests for certificates of insurance, bonds, and endorsements in a timely manner.
6. Ensure all insurance premiums are invoiced to the City in a timely manner.
7. Ensure all insurance premiums are paid directly to the carriers on behalf of the City in a timely manner.
8. Assist with claims reporting as requested.
9. Review insurance carrier recommendations for appropriateness.
10. Obtain quarterly updated loss summaries from excess insurers for prior and current policy periods (not required from carriers with no open claims).
11. On an annual basis, or more frequently if requested by the City, perform an audit of excess carrier claim management to assess reserving practices and overall performance of claims administration.
12. Participate in quarterly and/or as needed meetings with identified City staff to review and stay apprised of issues that may impact current coverage or the City's position in the upcoming renewal process.
13. Provide annual written confirmation from carriers that coverage was placed on a "net of commission" basis.
14. When insurers don't allow placement on "net of commission", disclose the commission to the City and pass commission savings to the City in the form of fee reductions.
15. Takes the primary role in completing bulk of renewal application information with the City's assistance.

C. Responsibilities of the City of Topeka

Make all documents available that will be useful in completing projects and/or services requested. It will be the Broker's responsibility to gather and verify the necessary data.

1. Assist in completing all required insurance applications.
2. Pay invoices submitted in conformance with the contract within thirty (30) calendar days after submittal.
3. Will establish a review committee to review the proposals.

IV. PROPOSAL FORMAT

Broker(s) must prepare their technical proposal in such a way as to provide a straightforward and concise discussion of the broker's ability to provide the services that can best satisfy the requirements herein and the needs of the City. To be considered responsive, proposers must fully address all items identified in this section. Proposals are to be limited to a total of 15 (fifteen) pages (not counting front and back cover, cover letter, table of contents, section dividers, and Pricing Proposal) using margins not smaller than 0.75" and font size not smaller than 10. Failure to provide a complete proposal will be considered unresponsive. The proposal must include the following:

A. Letter of Transmittal

1. Identification of the Provider including name, address, telephone and Fax numbers, and E-mail address(s).
2. Location of the office(s) from which services will be provided, including hours of operation, address, telephone and Fax numbers, and E-mail address.
3. An officer of the firm authorized to contract for the work must sign the transmittal letter.

B. Scope of Work Response

1. The Broker's detailed concept for the Scope of Work identified herein.
2. State if broker will provide all the services for the commission or fee quoted.
3. List areas which there will be an additional cost and list the estimated additional cost.

C. Broker's Experience

1. Demonstration of the Broker's knowledge and experience relative to the Scope of Work. Including a list of similar projects and a description of the Broker's general organization and the year the company was established.
2. Identify the primary broker and members of the service team who will participate in the daily administration of the City's account and provide a description of qualifications, names, relevant experience, and office location of each.
3. List the number of licensed property and casualty staff with five years of commercial lines experience, a Chartered Property Casualty Underwriter (CPCU) designation, or an Associate in Risk Management (ARM) designation, for the following categories:
 - i. Brokers
 - ii. Agents
 - iii. Other professional staff

4. List which category of Kansas commercial premium volume, other than personal lines and benefits, describes this company:
 - i. \$500,000 to \$999,999
 - ii. \$1,000,000 to \$4,999,000
 - iii. \$5,000,000 to \$10,000,000
 - iv. \$10,000,001 to \$20,000,000
 - v. Greater than \$20,000,000
5. List at least three Kansas public entity accounts and the dates of service, including the name and phone number of the primary contact for similar projects done by the personnel to be involved in these projects. For this section you are encouraged to list all Kansas public entity accounts or provide attachment.
6. Provide evidence broker maintains public entity insurance portfolios that exceed a combined \$750,000 in annual premiums. Include the dates of service, including the name and phone number of the primary contact for each account.

D. Services Available

1. List the in-house services available and included for the proposed commission or fee.
2. List the in-house services available, but not included for the proposed commission or fee.

E. Fee Proposal

Brokers must complete and submit Attachment C: Fee Proposal separately from technical proposal packets and information. The broker services with insurance premiums be quoted out of net commissions.

V. EVALUATION AND SELECTION

The City will review all submittals and select the consultant that is deemed most qualified to begin the contract scope and fee negotiation process. If the City and the selected Firm cannot agree on scope and/or fees, the City may terminate negotiations and select another consultant. Furthermore, the City may elect to interview one (1) or more consultants prior to making the selection. Proposal evaluation scoring will be based primarily on the following considerations

- A. 20% Understanding the concept for the Scope of Work
- B. 25% Depth of experience operating and managing similar projects
- C. 20% Organization and Expertise of Service Team
- D. 25% Public Entity Experience
- E. 10% Fee Proposal

VI. TERM OF AGREEMENT

It is the City's intent to enter into a single agreement with a selected Broker to provide Professional Insurance Broker / Risk Management Services as described herein as is determined to best serve the interests of the City of Topeka.

The selected organization is expected to enter into a written contract with the City of Topeka. The duration of the initial contract will be for one (1) year with the option to renew up to four (4) additional one (1) year periods by written mutual agreement of the parties.

Compare Responses

Event #: 3175

Event Name: Professional Insurance
Broker and Services

Number Of Lines: 1

Status: Pending award

	Alliant Insurance Services Jan Mason	World Insurance Associates LLC Derek Rowe	Arthur J Gallagher & Co Charlie Herr
Performance Evaluation Score	0.00	0.00	0.00
	(award all valid only when output is same for all lines)	(award all valid only when output is same for all lines)	(award all valid only when output is same for all lines)
Supplier Total Bid Amount	1.00000	1.00000	1.00000
Total Event Score	0.00000	0.00000	0.00000
Line 1:Open:INSURANCE BROKER Output: PO			
Award Quantity 0.0000	0.0000	0.0000	0.0000
Line Quantity 1.0000 EA	1.000	1.000	1.000
Unit price	1.0000	1.0000	1.0000
Extended price	1.00	1.00	1.00
AOC			
Total bid	1.00	1.00	1.00
Net unit price	1.00000	1.00000	1.00000
Total Line Score	0.00	0.00	0.00
Delivery Date	01/06/2026	01/06/2026	04/16/2025
UOM Detail			
Vendor Item	INSURANCE BROKER	INSURANCE BROKER	INSURANCE BROKER
Vendor Item Description			Request for Proposals

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Alliant Response to

City of Topeka, Kansas

Request for Proposal (RFP) #3175
Professional Insurance Broker and Services

April 16, 2025 | 2:00PM (CDT)

Alliant Insurance Services, Inc.
6731 W. 121st Street, Overland Park, KS 66209
License #0C36861 | www.alliant.com



A. LETTER OF TRANSMITTAL

1. Identification of the Provider including name, address, telephone and Fax numbers, and E-mail address(s).
2. Location of the office(s) from which services will be provided, including hours of operation, address, telephone and Fax numbers, and E-mail address.
3. An officer of the firm authorized to contract for the work must sign the transmittal letter.

April 16, 2025 | 2:00 p.m. (CDT)

City of Topeka
Division of Procurement and Grants Management
Attn: Dawn Lacy, Procurement Officer II
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603
Submitted via Kansas Bid Network

Response to Request for Proposal (RFP) #3175 for Professional Insurance Broker and Services

Dear Dawn Lacy,

On behalf of the Alliant Insurance Services, Inc. (Alliant) team, we are pleased to submit our response to the City of Topeka's (the City) Request for Proposal (RFP) #3175 for Professional Insurance Broker and Services. Our response highlights both the depth of our public sector experience, as well as our desire to partner with the City.

Our Public Entity Practice spans nationally, including a local office in Kansas. We have a deep understanding of the needs and challenges the City may face within the Kansas market. We are prepared to address and overcome any of those challenges as we work with the City to implement its risk management plan. We propose servicing the City's account from our office in Overland Park located at **6731 W. 121st Street, Overland Park, KS 66209**. Although our office maintains traditional business working hours, key members of our proposed core team remain connected and available to the City 24/7/365.

Working with over 10,000 public agencies across the country, including Kansas public entities such as the Counties of Shawnee and Wyandotte; Cities of Overland Park and Kansas City; and the Johnson County Community College District, among others, we are uniquely qualified to serve as your risk management partner. Alliant has a long history of providing insurance brokerage and risk consulting services to large U.S. public entities. Our depth of experience, seasoned staff and client-centric service model eliminates any learning curve and allows us to hit the ground running.

In accordance with the RFP Special Provisions, we confirm:

ITEM	STATEMENT	RESPONSE
1.	Transmittal Letter which includes the following Statements:	
a.	That the vendor is the prime contractor and indemnifying all subcontractors.	Alliant will be the prime contractor and does not intend to utilize a subcontractor to fulfill the SOW for the City.
b.	That the vendor is a corporation or other legal entity.	✓
c.	That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal	✓
d.	That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability	✓

ITEM	STATEMENT	RESPONSE
e.	That no cost or pricing information has been included in the transmittal letter or the Technical proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.	✓
f.	That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict	✓
g.	That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements	✓
h.	Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorizations from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City	✓
i.	Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor	✓
j.	That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following: (a) Date established (b) Ownership (public, partnership, subsidiary, etc.) (c) Number of personnel, full and part time, assigned to this project by function and job title (d) Data processing resources and the extent they are dedicated to other matters (e) Location of the project within the vendor's organization (f) Relationship of the project and other lines of business and (g) Organizational chart	Alliant does not intend to utilize any subcontractors. Details on Alliant have been included within the response.

Our experienced proposed team is prepared to answer any questions that may arise as you perform your review. We look forward to further discussing Alliant's unique capabilities that will most certainly support the City into the future.

Best Regards,



Kent Miller, Senior Vice President and Authorized Signatory
 913-399-6409 (Direct)
 832-485-4001 (Fax)
kent.miller@alliant.com

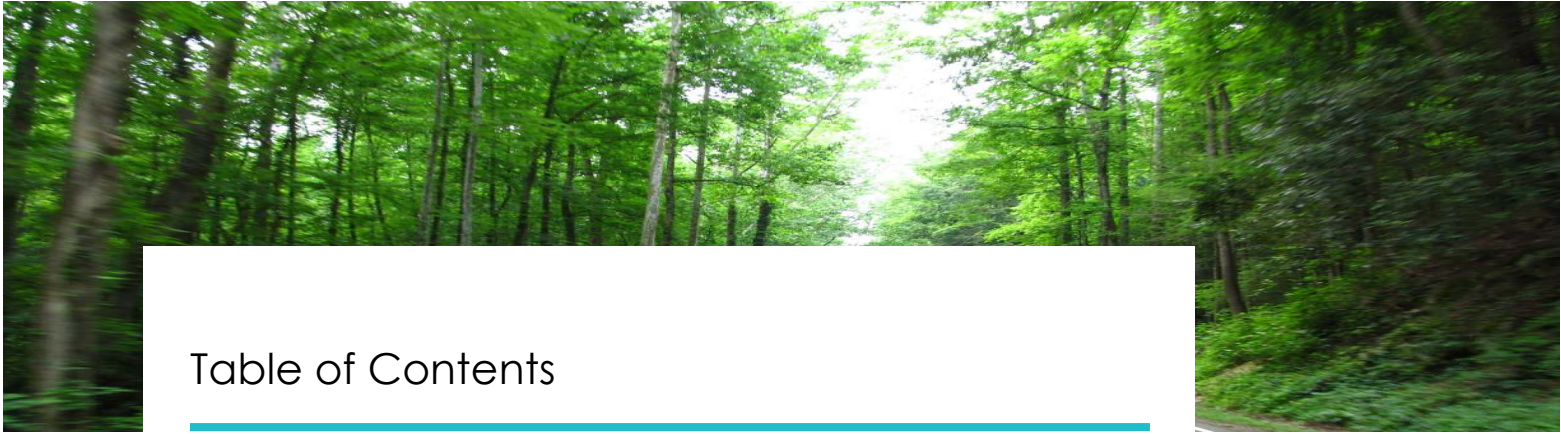


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B. SCOPE OF WORK RESPONSE

1. The Broker's detailed concept for the Scope of Work identified herein.

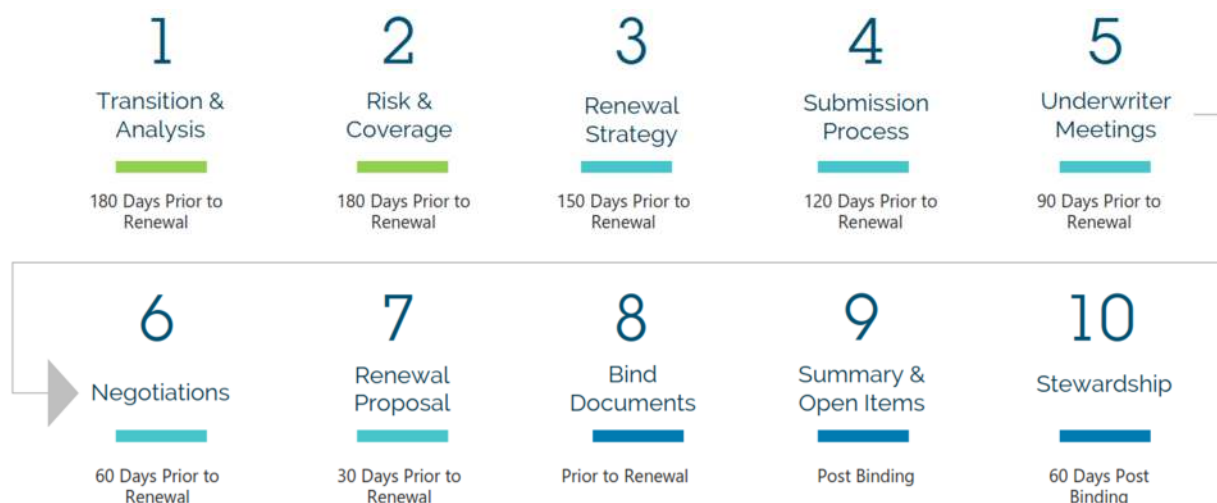
III. SCOPE OF WORK

A. General

The primary responsibility of the City's insurance broker is to procure insurance coverage for the City in a comprehensive and fiscally responsible manner. The selected broker must have access to the global insurance marketplace to secure quality insurance coverage for the City at a competitive rate. A summary of the City's Current insurance program is attached as Appendix B. Specific services requested for securing insurance coverage include but are not limited to the following:

1. Work with the City to formulate marketing and/or renewal goals, timelines, and objectives which aid in successful securement of insurance coverages effective December 30, 2025, and thereafter.

We will work with the City to develop a list of goals and expectations. Alliant clients achieve the best results when we strategically and actively market their risks to high-quality underwriters/carriers.



Marketing Approach

In terms of marketing the program to underwriters, there are three approaches that Alliant will consider, which have proven repeatedly to provide our clients with the most favorable results available to them. We would suggest pursuing all options in tandem to secure the best possible value.

Our three approaches include the following and we would be happy to discuss each one (due to page limits we are unable to elaborate):

1. Market and Negotiate Terms with Your Incumbent Carriers.
2. Market and Negotiate terms with Markets beyond the Incumbent Carriers.
3. Evaluate Alliant's Exclusive Options – Programs and Pools (without risk sharing)

Option 3

Evaluate Alliant's Exclusive Options – One of our strengths is the array of specialty programs that are exclusive to Alliant and developed to specifically meet the needs of our public entity clients like the City. These programs are in addition to what is available in the standard insurance marketplace and our competitors do not have access to them. The success of our programs is achieved by utilizing the proven strategy of group purchase. Alliant can leverage the combined size of the participating group to provide extreme advantages to our clients with terms below

market pricing, extremely high limits of coverage, and broad manuscript coverage forms. Alliant will approach these programs as part of the marketing process. However, our proprietary programs will not limit or deter our marketing of the City's insurance program to all potential carriers. First and foremost, we are your broker and will always achieve your goals and objectives. Whether or not the City decides to participate in one of our exclusive programs, the mere consideration of its availability will drive down your price and enhance the City's coverage terms.

PRISM National Expansion – In addition to looking at a more traditional program option, it would be our recommendation that the City look at a risk sharing pool as an alternative. As an Alliant client, the City will have access to the largest risk sharing pool in the country where Alliant serves as the exclusive broker and marketing agent. As the stand-alone market continues to harden, Pools become more attractive as they can often weather the storm better due to their ability to control costs, self-fund significant risk, and leverage their buying power in the reinsurance market. We view any work associated with a pool analysis as an important function of the marketing process and therefore, no additional cost is required for this service. Recently, the pool's board made the decision to begin entertaining risks in states outside of California via its Utah captive, the Excess Insurance Organization (EIO). PRISM will have as much as \$5 million of liability limits available to deploy for risks such as the City. It is important to note that the national accounts **will not have any risk sharing** component. Therefore, **the City may have the ability to capitalize on the large client base of PRISM without taking any of the associated risk.**

Additional Leverage Created by Alliant Programs

No other broker can offer the City options from within an Alliant proprietary program. However, we understand that our programs are not always the preferred solution for all our clients. In fact, many of our large public entity clients have elected not to participate in "programs." Along with our programs, Alliant has access to the worldwide marketplace, reaching over 350 markets both domestic and overseas, and this access will be utilized on the City's behalf. Whether or not the City decides to participate in one of our **exclusive** programs, the mere consideration and recognition of their availability by the commercial market will drive down the commercial market price while enhancing coverage terms and conditions. This leverage and worldwide access are another differentiator which will bring tremendous value to the City.

From the onset of our relationship with the City, we will establish a set of deliverables that Alliant will abide by and will formulate a timeline that includes all anticipated tasks for that particular policy year. We understand that unexpected projects may come up during the year and we will modify the timeline accordingly to ensure it is accurate and up-to-date.

2. Develop a complete understanding of the City's loss funding program and its objectives, both short and long term.

Alliant acknowledges and agrees. We will use our Risk Identification Model detailed further within this response to develop an understanding of the City's program, objectives, both short and long term. This process will be completed annually to ensure that the program evolves as changes occur.

3. Keep City staff advised of significant developments in the public entity risk management and insurance marketplace, including informing the City of new or additional coverages that may be applicable to the City

At Alliant, we believe our clients are better informed and prepared to make decisions around their program because of our consistent and transparent approach of sharing market updates. These regular communications include information on new and emerging coverages, products that fill gaps in the current City program, or provide a more fiscally responsible means to fund for losses. This knowledge sharing underpins every client engagement and allows for healthy strategic discussions and planning. In addition to our regular conversations and meetings with your team on these topics, Alliant provides additional publications and materials that are provided to you on a regular basis. A sample of those include:

- › **Quarterly Market Updates** – This report details the current market environment by line of coverage and offers insight into future rate forecast based on industry events and trends. Our senior product line experts and industry leaders contribute to this report to ensure granular detail is provided to our clients.
- › **Alliant Public Entity Newsletter and Podcast** - *In the Public Eye* is our quarterly newsletter including articles and informational items focused on Public Sector Risk Management and Insurance. This publication includes several topical reports ranging



from Alternative Risk Financing considerations, drone exposure, to climate change and its potential affects, to cyber related issues and more. In 2021, we expanded *In the Public Eye* to include a bi-weekly podcast series devoted to issues around public entity.

- › **Quarterly Public Entity Newsletter:** A wide range of industry topics are addressed in these publications to ensure our clients stay abreast of matters that may affect their operations and insurance programs.
- › **Industry Alerts:** Industry alerts are distributed to help educate our clients on an as needed basis. Most recently, we distributed an alert on preparing for windstorms with tools to assist stakeholders prepare for and mitigate loss from the heavy storm season.

4. Access all necessary insurance carriers either directly or by use of a secondary broker. The use of a secondary broker must be disclosed to the City.

Alliant places over \$47B in premium volume with over 2,500 carriers both domestic and international, and our senior team members have established invaluable relationships with some of the most prominent insurers in the industry. These relationships enable us to leverage every available avenue to ensure that the City develops and maintains an effective insurance program that meets and exceeds your expectations.

What differentiates us from our competition is not just the access, but also our notable position within the market itself. With decades of relevant experience in the public sector, we have developed strong relationships with major global markets within the insurance industry. No other firm brings the depth of public entity brokerage experience, as well as the volume of public entity insurance premium placements to bear in the service of our clientele. As a result, our relationships with underwriters working on public entity risks are second to none.

Although it is Alliant's preference to place accounts through insurers in which we are able to access directly, and the majority of the accounts that we place are through those direct insurers, we do maintain strategic partnerships with wholesale insurance brokers and London brokers, or intermediaries, which allow us to achieve the broadest market access. We place a great deal of business through secondary/intermediary brokerages annually and continue to utilize them as our relationships have proven time and again to benefit our clients. Alliant will not approach any intermediary without first submitting a formal request to the City and obtaining approval.

5. At the direction of the City, prepare insurance coverage specifications and market programs prior to expiration of policies. Indicate in writing markets being approached and coverage and deductible/retention options being considered.

Alliant will assist the City in preparing their renewal application and loss data. Once the information is received and formatted to underwriter requirements, we create professional insurance specifications for the submission, detailing the City's renewal information.

6. Assist the City in managing its insurance program(s), including loss reporting, insurance accounting, communications and planning. Act as the liaison and advocate for the City with carrier underwriters and claims staff.

We agree and note this throughout the response. Our experience and service levels are unmatched in the public sector. We would be happy to share a copy of our formal quality standards, upon request.

7. Provide all carrier renewal quotations and reveal commission rates (if applicable) received from carrier underwriters with detailed recommendations to the City of which proposal would best meet the City's needs concerning coverage and cost no later than 60 days prior to the expiration of the current policies.

As noted previously within our response, the Alliant team prepares proposals that will provide a bottom-line comparison of all terms for any and every option received. The proposal will clearly indicate areas where a quote may be superior to inferior to the current program. We include an executive summary section that details our recommendation. Alliant always believes in absolute transparency. Therefore, carrier quotes are available to the City. The carrier quote and our proposal will outline commission rates (which should be net in this project), however we are also willing to provide the City with an annual income disclosure.

8. Verify the accuracy and adequacy of policies, endorsements, coverage, and premiums, noting in writing any variations from the previous year, or from conformance with specifications and any negotiations conducted with underwriters.

We prepare a formal renewal proposal featuring both an executive summary and a detailed coverage analysis section. This section will detail and highlight any coverage enhancements or reductions, noting any variances from the previous year, as well as our recommendations. Our analysis will help you make a more educated renewal decision.

9. Assist in determining proper limits and coverage for exposures common to cities of similar size and scope of services to the City of Topeka. Make recommendations relating to implementation of industry best practices as appropriate based on Municipal organization.

Alliant is fully equipped to prepare benchmarking studies for the City, which is something we often do for our clients. These benchmarks combine information from our municipalities, state government and pooling client database, information from our insurance carrier partners, and industry available information. Additionally, we have purchased access to national benchmarking databases. In the cases where clients have already pursued their own benchmarking studies, our team is happy to supplement those studies with additional data and function. Beyond the normal benchmarking comparison of retentions, limits, premium ratios, losses, program costs, and program structure, we often develop benchmarking studies on unique risk issues. This information will serve as an integral part of the recommendations given to the City on best practices.

10. Negotiate with carriers to secure any requested endorsements, riders, limits, and amendments.

Throughout the year, the Alliant team will work with the incumbent underwriters to secure documentation for policy changes on an as needed basis.

11. Bind coverage as instructed by the City.

Alliant acknowledges and agrees.

12. Work as a liaison between the City and the carriers, including fielding questions from the City relating to coverage issues between the City and carriers when necessary.

Alliant acknowledges and agrees. As the City's broker, Alliant will help the City to clarify terms and conditions and address other concerns as needed. Should a coverage dispute arise, Alliant has a fully staffed team of litigators who serve as our in-house client claims advocates. **Furthermore, as the largest public entity and municipal brokerage firm in the nation, our relationships with our carrier partners is bar none.**

13. Prior to the beginning of each fiscal year, submit a service plan identifying goals, objectives, and an action plan.

Alliant acknowledges and agrees. Each year, at the beginning of the fiscal year, the team will present a report on a variety of topics including the State of the Market, a discussion on the service plan including goals and objectives and action plan. We will highlight a plan of action to address alternative ways to fund for existing risk, new and emerging risks, and items identified in our annual risk review (gap analysis).

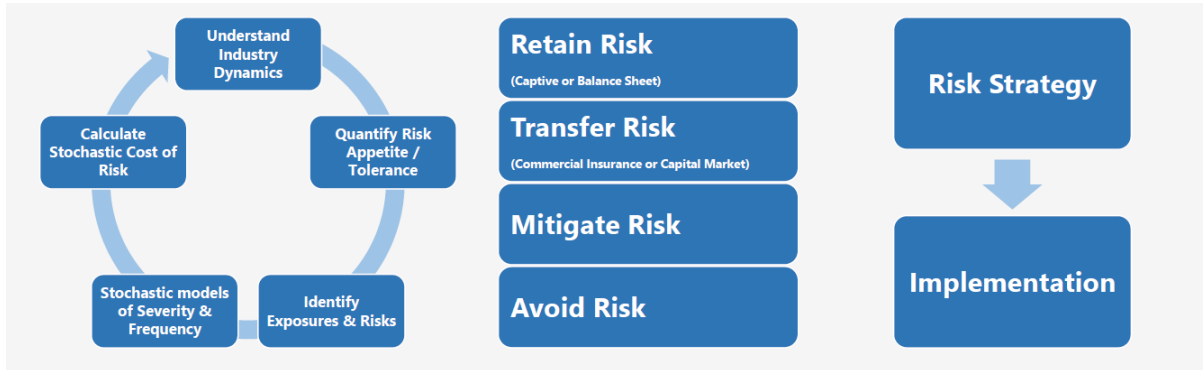
14. Provide annual stewardship reports identifying accomplishments, and an update and status of pending projects.

As noted in our Defined Client Service and Marketing process, step 10 is the stewardship report. We use the Stewardship as a way to debrief the prior year's renewal, accomplishments, areas of focus help set goals for the next year, and an overview of pending projects. We also discuss pending projects on recurring open items meetings which can be held at a frequency as desired by the City. Open items reports formalize events helping the Alliant team and City stay focused on unresolved items and allowing regular opportunities to discuss new risks and operational issues.

15. Prepare an annual retention fund analysis forecast for use in determining appropriate retention levels.

The Alliant Specialty Analytics Group (SAG) works closely with our Claims and Risk Control teams to identify loss trends. In addition, we can assist the City in understanding its Total Cost of Risk (which includes retention levels) over various coverage lines. Working together with claims and risk control is a crucial step in the analysis process, identifying the steps necessary to mitigate frequency and severity of claims.

Our team takes a quantitative, inward-looking approach, bringing clients an arsenal of tools and expertise to attack their risk finance issues. We use a two-step process to drill down to the best possible outcomes for our clients: our First-Rate analysis and utilization of our SCORE analytics tools.



First Risk Appetite and Risk Tolerance (First RATE)

- › **What it is:** Calculation of an organization's risk bearing capability in terms of Risk Appetite and Risk Tolerance.
- › **Why it is different:** Includes evaluation of company key financial metrics that are most indicative of the company's financial strength and ability to meet its business objectives against the negative impact to each of those metrics that the company can withstand from unexpected retained losses.
- › **What it provides:** Loss scenarios that calculate risk appetite and/or tolerance levels, by calculating the likelihood of exceeding insurable risk appetite and tolerance levels under each risk financing option or strategy, providing our clients additional decision-making criteria to compare each of the available options or strategies.

16. Assist in risk exposure evaluation, and development and evaluation of traditional and alternative risk financing mechanisms, which may be beneficial to the City.

Alliant has developed a 6-step risk analysis model that organizes and streamlines the way we perceive and analyze risk. This risk assessment process helps us capture your entity's unique risk profile. The goal of our analysis is to:

1. Understand and deal with the inherent complexities that come with public entity risks.
2. Provide an in-depth analysis and develop a risk profile that is unique to your organization.
3. Develop a proper risk transfer mechanism tailored to your organization.
4. Tailor our risk control offerings to reflect your specific risk profile.

This process is implemented from the onset of our partnership and is updated on an annual basis to help us identify, analyze and pair our clients with the necessary portfolio of resources to mitigate against losses and improve efficiencies or determine any serious or unanticipated gaps that exist. We will review the retentions and insurance limits and provide you with a written report outlining our observations and recommendations. Overall, we will use our unique six-part Risk Identification Model to identify and analyze your unique loss exposures so that we can appropriately capture your specific risk profile to develop a tailored risk transfer program that directly impacts your total cost of risk.

17. Attend meetings as requested. This may include meetings with Governing Body and City Staff.

Part of the Alliant account team is located right in Topeka. As part of our commitment to proactive client service and strategic partnership, Alliant agrees to meet with the City as requested, including meetings with the Governing Body and City Staff.

In addition to our regular communications, publications, and email alerts, among others, we also hold an annual strategy meeting where the team has an opportunity to share information with clients and develop a list of deliverables for the coming year. This meeting can be held as frequently as the City would like. At the onset of our relationship with the City, we would also like to arrange for recurring open items meetings, which will allow the team dedicated meeting time with the City to ensure no items slip through the cracks. These meetings are often held weekly, bi-weekly or monthly. We can incorporate market developments into the recurring meeting cycle.

B. Administrative Support

The City relies on its insurance broker for numerous administrative functions throughout the year to aid in the timely and accurate administration of its insurance program. These are tasks that are frequently time sensitive and detail-oriented and require the broker to engage in effective coordination and communication with identified City staff. The specific administrative services requested include but are not limited to the following:

1. Prepare and present an annual report describing coverage, exposure, and premium charges with recommendations outlining options to contain costs without sacrificing coverage for potential catastrophic loss.

We will provide the City with an annual Stewardship report. For most clients, the report is delivered as part of our renewal strategy meeting. We will summarize the goals and objectives set for the past year and what was accomplished. We will review the current program, exposures and premium, provide recommendations and set goals for the coming year. The analysis will outline options to contain costs, without sacrificing coverage. Additionally, we will use this time to deliver a State of the Market address.

2. Assess insurance company stability, solvency, and service records.

We acknowledge and agree. The Alliant Market Security Team provides in-depth financial monitoring of insurance carriers, intermediaries and managing general agents/underwriters (MGAs/MGUs), equipping clients with timely insights to make informed decisions about their insurance partners.

3. Work with carriers to ensure timely issuance of binders, policies, and endorsements. Copies of all policies should be provided to the City no later than ninety (90) days after policy inception.
4. Upon request, provide timely, written interpretation of coverage.
5. Process requests for certificates of insurance, bonds, and endorsements in a timely manner.
6. Ensure all insurance premiums are invoiced to the City in a timely manner.
7. Ensure all insurance premiums are paid directly to the carriers on behalf of the City in a timely manner.

Alliant acknowledges and agrees. We are happy to provide our **Service and Quality Standards** document for more information.

8. Assist with claims reporting as requested.

Alliant acknowledges and agrees. Our extensive experience working with public entities, has allowed us to develop a highly effective in-house claims department staffed by the most talented personnel in the industry who specialize in large, complex claims. Our claims consultants average over 35 years of experience and operates as a national team which affords borderless resources to our clients. Our team understands the process involved with large claims and will develop effective strategies to ultimately drive positive outcomes and recoveries in critical situations. Your lead claims advocate Robert Frey has the expertise and knowledge necessary to help manage the City's claim submittals.

9. Review insurance carrier recommendations for appropriateness.

Proposal Response

Alliant acknowledges and agrees. We would be happy to provide our **Service and Quality Standards** document for more information.

10. Obtain quarterly updated loss summaries from excess insurers for prior and current policy periods (not required from carriers with no open claims).

The team will obtain quarterly loss summaries for prior and current policy periods, these can be requested anytime.

11. On an annual basis, or more frequently if requested by the City, perform an audit of excess carrier claim management to assess reserving practices and overall performance of claims administration.

Alliant acknowledges and confirms. Typically, this is done bi-annually but we are open to do it more frequently, including annually if requested. A non-formal option is available at no cost. However, should the City desire a more extensive report, additional charges may apply.

12. Participate in quarterly and/or as needed meetings with identified City staff to review and stay apprised of issues that may impact current coverage or the City's position in the upcoming renewal process.

Alliant will be available to attend meetings to discuss all topics, as needed with the City. The service team is local.

13. Provide annual written confirmation from carriers that coverage was placed on a "net of commission" basis.

Alliant is amenable to provide the City with complete copies of all quotes, notating that commission is net.

14. When insurers don't allow placement on "net of commission," disclose the commission to the City and pass commission savings to the City in the form of fee reductions.

Alliant acknowledges and agrees. Our goal is always to provide the City with the best available coverage at the lowest price. There are carriers and some lines of coverage wherein if you ask them to net out commissions, it does not result in a dollar-for-dollar premium reduction. For this reason, we will frequently take the commission and then return it to the client in a manner that is allowable by law in their state. It is most frequently done as an offset to the annual broker fee. In any event this information would be fully disclosed to the client prior to the transaction taking place and included with details in our annual revenue disclosure.

15. Takes the primary role in completing bulk of renewal application information with the City's assistance.

Alliant acknowledges and agrees. We will utilize prior submission information provided by the City, what we've learned about the City over time, and publicly available information to pre-complete the renewal applications on the City's behalf. Ideally, we want to make the jobs of City easier, and prevent duplication in efforts, focusing on only those areas that change year to year.

2. State if broker will provide all the services for the commission or fee quoted.

Confirmed. The tasks detailed in the scope of work are included in the fee proposed.

3. List areas which there will be an additional cost and list the estimated additional cost.

Based on our review of the scope of work, we do not anticipate additional fees. However, Alliant does offer additional resources for fee that are outside of the requested Scope of Work.

C. BROKER'S EXPERIENCE

1. Demonstration of the Broker's knowledge and experience relative to the Scope of Work. Including a list of similar projects and a description of the Broker's general organization and the year the company was established.

Our company roots date back to 1925 with the founding of Robert F. Driver Company. Today, Alliant is the leading privately owned strategic risk and insurance advisor in the United States. The firm is well adept and hyper-focused on addressing clients' risk management and insurance brokerage consulting needs. Alliant has grown significantly over the last several years and marks our success by aligning our employees on a common mission delivering outstanding client-centric services.



\$5.1 Billion
Revenue



\$47 Billion
Premium Volume



51%
Employee Owned



14,000+
Employees



9th Largest
Insurance Broker

With this deep history, Alliant has been providing services to entities and organizations of comparable size and complexity to that of the City for 100 years.

Alliant has been a trusted partner to public entities for over 100 years, evolving into the nation's largest and most experienced brokerage firm serving government agencies. Our commitment to the public sector took a significant step forward in 1977 when our Chairperson and CEO, Tom Corbett, established our Irvine office with a singular focus—delivering specialized risk management strategies, innovative insurance products, and unmatched service tailored specifically to Public Entities. Since then, Alliant's Public Entity Practice has grown into the dominant force in the industry, setting the standard for how governmental organizations manage risk. Tom Corbett remains actively engaged in the service and brokerage of our public entity clientele, ensuring that our firm's leadership maintains a direct connection to the unique needs of public agencies. This top-down commitment is a defining characteristic of Alliant, providing an unparalleled level of expertise and advocacy that no other firm can match.

Over the decades, Alliant has continuously adapted to meet the evolving risks that public entities face. What began as a brokerage focused on traditional property and casualty insurance has expanded into a full-scale risk consulting powerhouse, addressing the most pressing challenges of modern governance. Legislative shifts, targeted cyber-attacks, extreme weather events, active shooter threats, and civil unrest are just a few of the complex issues confronting our clients daily. Alliant has responded by developing innovative solutions, from alternative risk financing strategies and self-insurance pools to comprehensive cyber resilience programs and proactive loss prevention initiatives. Our team of dedicated specialists works alongside public entities to build customized risk management frameworks that not only mitigate exposures but also enhance financial stability and operational resilience.

As our practice has grown, so has our impact. With thousands of public sector clients nationwide, including many in the Midwest, Alliant has played a crucial role in helping cities, counties, school districts, and other government agencies thrive despite increasing financial and regulatory pressures. Our ability to anticipate emerging risks, negotiate market-leading coverage, and provide forward-thinking risk management strategies has helped public entities protect their assets, reduce costs, and serve their communities more effectively. Through deep specialization, long-term industry partnerships, and an unwavering dedication to innovation, Alliant continues to lead the way in shaping the future of public entity risk management.

A **sample** list of Alliant clients, with scope of work and operations similar to the City include:

Cities

- › City of Anaheim, CA
- › City of Ann Arbor, MI
- › City of Austin, TX

Counties

- › Anne Arundel County, MD
- › Cook County, IL
- › Dougherty County, GA



\$1 Trillion
Insured Values



300+
Dedicated Professionals



40+
Years in the Business



National
Leader



Customized
Specialty Programs

- › City of Bryan, TX
- › City of Charlotte, NC
- › City of Chicago, IL
- › City of Detroit, IL
- › City of Kansas City, KS
- › City of Las Vegas, NV
- › City of Long Beach, CA
- › City of Maricopa, AZ
- › City of Overland Park, KS
- › City of Portland, OR
- › City of Sacramento, CA
- › City of San Francisco, CA
- › City of Shreveport, LA
- › King County, WA
- › Los Angeles County, CA
- › Mecklenburg County, NC
- › Pima County, AZ
- › Prince William County, VA
- › Sedgwick County, KS
- › Shawnee County, KS
- › Snohomish County, WA
- › San Francisco, CA
- › Wake County, NC
- › Wyandotte County, KS

2. Identify the primary broker and members of the service team who will participate in the daily administration of the City's account and provide a description of qualifications, names, relevant experience, and office location of each.

On the following pages we have included a team chart with a write-up for each member of the proposed Service Team. Biographies for all team members available upon request.

TEAM MEMBER	ROLE	EXPERIENCE & PROPOSED RESPONSIBILITIES
Primary Team		
Kent Miller Senior Vice President Overland Park, KS Designations: CIC	Primary Broker/ Authorized Signatory	Kent has over 30 years of experience working with public entities, similar in size to the City. A partial list of clients include: Shawnee County, Baker University, City of Ames(IA), MTAA (Metropolitan Topeka Airport)
Jan Mason First Vice President Overland Park, KS Designations: CPCU, AAI, CIC	Account Executive	Jan has over 30 years of experience working with public entities, similar in size to the City. A partial list of clients include: Shawnee County, Baker University, City of Ames(IA), MTAA (Metropolitan Topeka Airport)
Courtney Ramirez Senior Vice President Irvine, CA (Corporate Office) Designations: ARM, CIC, CISR	Technical Peer Review/Program Liaison	Courtney has over 23 years of experience working with public entities, similar in size to the City. A partial list of clients include: Cities of Kansas City (KS), Austin (TX), Las Vegas (NV), Sacramento (CA), Counties of Prince William (VA), Wyandotte, Johnson County Community College District

Account Support – The primary broker and service team will be supported by a deep and experienced bench of experts including a dedicated claims advocate and loss control team.

3. List the number of licensed property and casualty staff with five years of commercial lines experience, a Chartered Property Casualty Underwriter (CPCU) designation, or an Associate in Risk Management (ARM) designation, for the following categories: i. Brokers; ii. Agents; iii. Other professional staff.

Alliant has more than 14,000 employees, and many of our associates have held their licenses for 20+ years and have pursued and received advanced training and designations. The primary team's experience and designations have been listed above.

4. List which category of Kansas commercial premium volume, other than personal lines and benefits, describes this company: \$500,000 to \$999,999; \$1,000,000 to \$4,999,000; \$5,000,000 to \$10,000,000; \$10,000,001 to \$20,000,000; Greater than \$20,000,000.

In total, Alliant's commercial premium volume in Kansas exceeds \$20,000,000.

- List at least three Kansas public entity accounts and the dates of service, including the name and phone number of the primary contact for similar projects done by the personnel to be involved in these projects. For this section you are encouraged to list all Kansas public entity accounts or provide attachment.

Our clients are our best measures of success, and we encourage the City to reach out to all listed client references.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY

Contact Name/Title:	Dave Wimberly, Sr. HR Business Partner/Risk Manager
Phone/Email:	913-573-5666 / dwimberly@wycokck.org
Service Period:	2023 – Present

JOHNSON COUNTY COMMUNITY COLLEGE DISTRICT

Contact Name/Title:	Sandra Warner, Executive Director, Mission Continuity & Risk Management
Phone:	913-469-2552 / swarner@jcc.edu
Service Period:	2022 – Present

SHAWNEE COUNTY, KANSAS

Contact Name/Title:	Lisa J Schmitt, County Clerk
Phone:	785-251-4155 / lisa.schmitt@snco.us
Service Period:	Kent and Jan worked with the County at another firm for 25+ years

- Provide evidence broker maintains public entity insurance portfolios that exceed a combined \$750,000 in annual premiums. Include the dates of service, including the name and phone number of the primary contact for each account.

With a proven track record of serving over 10,000 public entity clients across the nation, Alliant's influence in the public entity marketplace is unparalleled. The largest Public Entity account we currently write is Public Risk Innovation, Solutions and Management (PRISM)- formerly CSAC EIA. PRISM is the oldest and largest joint powers authority in the nation, serving 56 of the 58 counties within the State of California, 70% of the municipalities, among others.

The following table is a sample list of a few of Alliant's accounts that exceed \$750,000 in annual premiums.

CLIENT	PREMIUM	SERVICE DATE	PRIMARY ACCOUNT CONTACT
Public Risk Innovation Solutions and Management (fka CSAC Excess Insurance Authority)	\$250M+	1984 to Present	Gina Dean / 916-850-7300
State of Minnesota	\$8M+	2020 to Present	Gary Westman / 651-201-3030
City of Austin	\$7.5M+	2015 to Present	Benny VandenAvond / 512-974-3264
City of Las Vegas	\$3M+	2020 to Present	John Raftery / 702-229-5048
City of Sacramento	\$20M+	1992 to Present	Patrick Flaherty / 916-808-8587
Shawnee County, KS	\$2.5M+	2025 to Present	Lisa Schmitt / 785-251-4155

D. SERVICES AVAILABLE

- List the in-house services available and included for the proposed commission or fee.

We strongly believe all loss control services provided to our clients should be focused on their needs and not focused primarily on the needs of the insurance company. There can be tremendous benefits from loss control services that take into consideration a client's exposures, needs, and culture. We believe a collaborative risk management approach that includes the client, broker, underwriter, and loss control representative is the best

solution to addressing your needs. Our loss control services will be focused on identifying and reducing exposures and will be part of an overall risk management program strategy.

Alliant Risk Management Center

The Alliant Risk Management Center (RMC) is a unique web-based software suite of safety and risk management tools designed to empower your organization's risk prevention efforts. As part of our transition process, we will host a virtual demo for the City staff. **Complimentary access and training** will be provided to those individuals designated by the City Risk Management.

The RMC allows you to reduce risk and improve workplace safety by creating effective risk mitigation programs. It is easy to access and use and provides a cost-effective risk reduction and safety center for your entire organization. Alliant's Risk Management Center is right for any organization wanting to proactively manage risk exposures to reduce claims, losses, and associated costs.

- › **Safety Library**—Access a database of document templates and training courses, created to help companies mitigate risk and reduce losses.
- › **Online Training**—Deliver employee safety training efficiently and effectively.
- › **Incident Management Tools**—Automate safety audits, field inspections, and corrective action reporting while complying with OSHA reporting requirements.
- › **HR Compliance Solutions**—Access HR best-practice templates, training, news alerts, and expert advice.

The RMC provides tools to not only drive your TCOR by reducing frequency and severity, but can also enhance your compliance efforts through the following tracks:

- › **COI Track** – Manage the Certificate of Insurance (COI) process and ensure your business is protected from unexpected liability.
- › **Incident Track** – Report claims and reduce incidents. Track employee injuries and related time off work, conduct incident analyses, and run OSHA 300 Logs.
- › **SDS Track** – Comply with the new Globally Harmonized System.
- › **Audit Track** – Create audits, surveys, questionnaires, and self-assessments.
- › **HR Essentials** – Achieve HR compliance, enabled through online educational materials, an HR & Benefits library, and access to on-demand experts.
- › **BBS Track** – Cultivate a safety culture throughout your organization with a Behavior-Based Safety (BBS) Program. Ensure employees are doing their jobs safely
- › **Safety Observation Track** – Perform and track safety observations and demonstrate job compliance.
- › **Job Description Track** – Build job descriptions that clearly communicate employee responsibilities and job-related health and safety requirements.
- › **Training Track** – Automate your entire employee training process. Schedule, track, and document training with a database of training titles.
- › **Online Risk Management Library** – Access a multitude of bilingual risk management documents and resources.
- › **Loss Control Inspection Services** – Attain certified experts to analyze current workplace conditions and environmental waste disposal programs, conduct on-site training, and assist with the management, tracking, and reporting of compliance issues.

2. List the in-house services available, but not included for the proposed commission or fee.

All of the items in the requested RFP scope of work are included in our proposed Fee. A list of additional services is attached to the cost proposal.

E. FEE PROPOSAL

Brokers must complete and submit Attachment C: Fee Proposal separately from technical proposal packets and information. The broker services with insurance premiums be quoted out of net commissions.

Please see the completed **Attachment C Fee Proposal** form uploaded separately as part of our response.



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

DATE:	July 8, 2025		
CONTACT PERSON:	Dan Warner, AICP, Planning Division Director	DOCUMENT #:	
SECOND PARTY/SUBJECT:	NW Button Road and NW 25th Street De- annexation	PROJECT #:	A24/2
CATEGORY/SUBCATEGORY			
CIP PROJECT:	No		
ACTION OF COUNCIL:	Discussion 07-01-25.	JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

PUBLIC HEARING on the advisability of the de-annexation of a certain portion of right-of-way in the area of NW 25th Street and NW Button Road, City of Topeka, Shawnee County, Kansas.

ORDINANCE introduced by City Manager Dr. Robert M. Perez, de-annexing a certain tract of land within the City of Topeka, Kansas pursuant to K.S.A. 12-504(b).

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

(De-annexation of a tract of land on the north side of NW 25th Street to correct a voting precinct issue created by the original annexation.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether or not to approve the de-annexation along NW 25th Street to correct a voting precinct issue.

STAFF RECOMMENDATION:

Staff recommends the Governing Body conduct the public hearing and move to adopt the ordinance.

BACKGROUND:

The annexation of the 38.7-acre HME property located on the north side of NW 25th Street and approximately 380 feet west of NW Button Road created a voting precinct with just two distinct properties. The Shawnee County Elections Office has requested the City correct the issue in order to get the two properties back into a larger voting precinct. Staff has determined that a de-annexation of a certain portion of the right-of-way will resolve the issue.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Notice of Public Hearing (June 16, 2025 Topeka Metro Newspaper)

Proposed Ordinance

Presentation (July 1, 2025 Governing Body Meeting)

Aerial Map - NW 25th Street De-Annexation

Ordinance No. 20498 (Approved July 9, 2024)

Published in the Topeka Metro News on June 16, 2025

Notice of Public Hearing for the City of Topeka on the Advisability of Deannexation of Certain Property

The Governing Body of the City of Topeka will hold a public hearing in accordance with the requirements of K.S.A. 12-504 et seq. in the Council Chambers, 214 SE 8th Street, 2nd Floor, Topeka, Kansas, 66603, on July 8, 2025, at 6:00 p.m., or as soon thereafter, on the advisability of the deannexation of a certain portion of right-of-way in the area of NW 25th Street and NW Button Road with the legal description as follows:

A tract of land in the Northeast Quarter of Section 14, Township 11 South, Range 15 East of the 6th P.M. in Shawnee County, Kansas, described as follows: Commencing at the Southeast corner of said Quarter Section; thence South 88 degrees 18 minutes 12 seconds West, 397.14 feet along the south line of said Quarter Section to the Southwest corner of the East 24 acres of said Quarter Section and the **POINT OF BEGINNING**; thence continuing South 88 degrees 18 minutes 12 seconds West, 422.27 feet along the south line of said Quarter Section; thence North 01 degree 28 minutes 11 seconds West to the existing Northerly right of way line of Northwest 25th Street; thence North 88 degrees 18 minutes 12 seconds East along the said existing Northerly right of way line which is 52.50 feet north of the South line of said Quarter Section to the Southeast corner of Haas Subdivision Plat; thence South 01 degree 44 minutes 20 seconds East to the POINT OF BEGINNING.

The Topeka Metro News

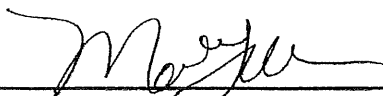
800 SW Jackson St., Ste. 1118
Topeka, KS 66612-1244
(785) 232-8600

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

Proof of Publication

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

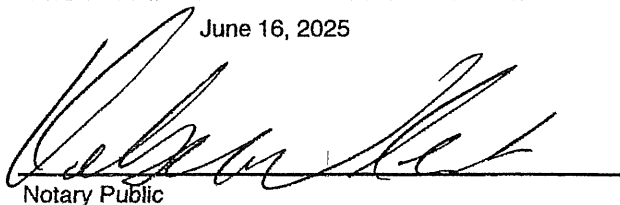
HEARING - ADVISABILITY OF DEANNEXATION
OF CERTAIN PROPERTY
6/16/25



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

June 16, 2025



Notary Public

DEBRA VALENTI

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

First published in The Topeka Metro News, Monday, June 16, 2025.
Notice of Public Hearing for the City of Topeka on the Advisability of Deannexation of Certain Property

The Governing Body of the City of Topeka will hold a public hearing in accordance with the requirements of K.S.A. 12-504 et seq. in the Council Chambers, 214 SE 8th Street, 2nd Floor, Topeka, Kansas, 66603, on July 8, 2025, at 6:00 p.m., or as soon thereafter, on the advisability of the deannexation of a certain portion of right-of-way in the area of NW 25th Street and NW Button Road with the legal description as follows:

A tract of land in the Northeast Quarter of Section 14, Township 11 South, Range 15 East of the 6th P.M. in Shawnee County, Kansas, described as follows: Commencing at the Southeast corner of said Quarter Section; thence South 88 degrees 18 minutes 12 seconds West, 397.14 feet along the south line of said Quarter Section to the Southwest corner of the East 24 acres of said Quarter Section and the **POINT OF BEGINNING**; thence continuing South 88 degrees 18 minutes 12 seconds West, 422.27 feet along the south line of said Quarter Section; thence North 01 degree 28 minutes 11 seconds West to the existing Northerly right of way line of Northwest 25th Street; thence North 88 degrees 18 minutes 12 seconds East along the said existing Northerly right of way line which is 52.50 feet north of the South line of said Quarter Section to the Southeast corner of Haas Subdivision Plat; thence South 01 degree 44 minutes 20 seconds East to the POINT OF BEGINNING.
6/16

L24341
Publication Fees: \$14.00

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Robert M. Perez Ph.D., de-annexing a certain tract of land within the City of Topeka, Kansas pursuant to K.S.A. 12-504(b).

WHEREAS, on July 9, 2024, the Governing Body passed and adopted Ordinance No. 20498 annexing approximately 38.7 acres located on the north side of NW 25th Street and approximately 380 feet to the west of NW Button Road; and

WHEREAS, as a result of this annexation, a voting precinct of two distinct properties was created; and

WHEREAS, the Shawnee County Elections Office has requested that the City correct the issue to get the properties back into a larger voting precinct; and

WHEREAS, City staff has determined that de-annexation of a certain portion of the right-of-way will resolve the issue; and

WHEREAS, notice of a public hearing on the petition for de-annexation was published in the official City newspaper, and a public hearing was held on June ____, 2025, all in accordance with the requirements of K.S.A. 12-504 et seq.; and

WHEREAS, on July 8, 2025, the City Council considered the de-annexation petition and hereby enacts this Ordinance, all in accordance with the requirements of K.S.A. 12-504 et seq.

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

SECTION 1. Findings. In accordance with K.S.A. 12-505, the City Council finds and concludes that no private rights will be injured or endangered by such exclusion of

land from the corporate boundaries of the City, that the public will not suffer loss or inconvenience because of such exclusion, and that justice to the owner requires that the petition ought to be granted and the de-annexation of the land be ordered.

SECTION 2. De-annexation. The City Council hereby grants said petition and the following described property is hereby de-annexed from the corporate boundaries of the City of Topeka, Kansas:

A tract of land in the Northeast Quarter of Section 14, Township 11 South, Range 15 East of the 6th P.M. in Shawnee County, Kansas, described as follows:
Commencing at the Southeast corner of said Quarter Section; thence South 88 degrees 18 minutes 12 seconds West, 397.14 feet along the south line of said Quarter Section to the Southwest corner of the East 24 acres of said Quarter Section and the **POINT OF BEGINNING**; thence continuing South 88 degrees 18 minutes 12 seconds West, 422.27 feet along the south line of said Quarter Section; thence North 01 degree 28 minutes 11 seconds West to the existing Northerly right of way line of Northwest 25th Street; thence North 88 degrees 18 minutes 12 seconds East along the said existing Northerly right of way line which is 52.50 feet north of the South line of said Quarter Section to the Southeast corner of Haas Subdivision Plat; thence South 01 degree 44 minutes 20 seconds East to the POINT OF BEGINNING.

SECTION 3. Recording. The City Clerk shall deliver a certified copy of this Ordinance to the Shawnee County Register of Deeds so that the de-annexation is properly recorded and the excluded land is designated as no longer being within the corporate boundaries of the City of Topeka, Kansas.

SECTION 4. All ordinances or parts or sections of ordinances in conflict herewith are hereby repealed except that the land annexed by Ordinance No. 20498 less the right-of-way de-annexed by this Ordinance shall remain within the boundaries of the City of Topeka, Kansas.

SECTION 5. This ordinance shall take effect and be in full force and effect following its adoption and publication as provided by law.

58 PASSED AND APPROVED by the Governing Body on _____.

59
60 CITY OF TOPEKA, KANSAS

61
62
63
64
65 _____
66 Michael A. Padilla, Mayor

67 ATTEST:

68
69
70 _____
71 Brenda Younger, City Clerk



CITY OF
TOPEKA



A25-04 De-Annexation – NW 25th
Street ROW

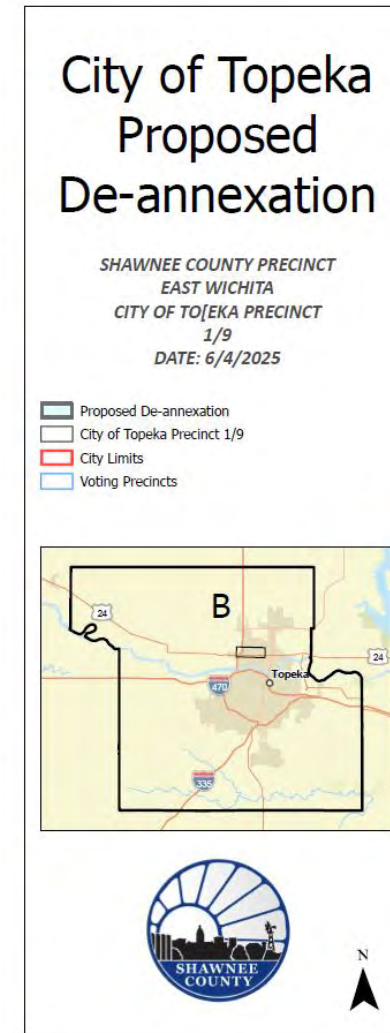
A25/04 NW 25th Street ROW De-Annexation

2

- The HME annexation left two properties within their own distinct voting precinct.
- The County Election Office requested the City de-annex a portion of right-of-way along NW 25th Street to place the two properties back into a larger precinct.



3

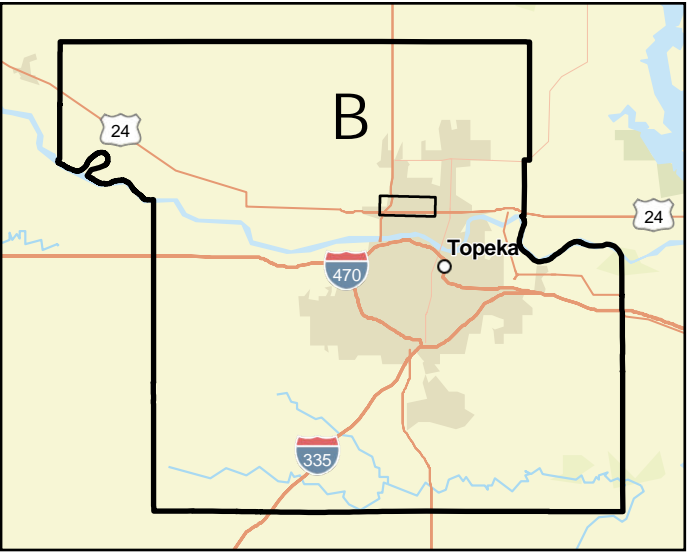




City of Topeka Proposed De-annexation

SHAWNEE COUNTY PRECINCT
EAST WICHITA
CITY OF TOPEKA PRECINCT
1/9
DATE: 6/4/2025

- Proposed De-annexation
- City of Topeka Precinct 1/9
- City Limits
- Voting Precincts



N



(Published in the Topeka Metro News July 15, 2024)

ORDINANCE NO. 20498

AN ORDINANCE introduced by City Manager Dr. Robert Perez annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located approximately 380 feet to the west of the intersection of NW Button Road and NW 25th Street on the north side, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. **(A24/2) (Council District No. 2)**

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520(a)(7), is hereby annexed and made a part of the City of Topeka, Kansas:

A tract of land in the northeast quarter, section 14, township 11 south, range 15 east of the 6th/P.M., in Shawnee County, Kansas, more particularly described by Chris M. Humphrey, LS-1557, on December 29 2023, as follows: commencing at the southeast corner of the northeast quarter of section 14, township 11 south range 15 east; thence south 88 degrees 18 minutes 12 seconds west, along the south line of said northeast quarter, a distance of 397.74 feet to the point of beginning, which point is the southwest corner of the east 24 acres of said northeast quarter; thence continuing south 88 degrees 18 minutes 12 seconds west, along the south line of said northeast quarter, a distance of 422.27 feet, thence north 1 degree 28 minutes 11 seconds west a distance of 209.98 feet; thence south 88 degrees 18 minutes 12 seconds west a distance of 273.78 feet; thence south 1 degree 28 minutes 11 seconds east a distance of 209.98 feet; then south 88 degrees 18 minutes 12 seconds west, along the south line of said northeast quarter, a distance of 231.17 feet; thence north 1 degree 26 minutes 07 seconds west, along the west line of the east half of said northeast quarter, a distance of 1,893.34 feet; thence along the center line of the abandoned channel of Soldier Creek shown on plat of survey NO. 68689, dated January 27, 1969, by William D. Gregg, County Surveyor, for the following four courses:

Thence south 80 degrees 05 minutes 47 seconds east a distance of 10.74 feet;
Thence south 88 degrees 19 minutes 17seconds east a distance of 427.97 feet;
Thence north 61 degrees 00 minutes 53 seconds east a distance of 284.64 feet;
Thence north 81 degrees 04 minutes 30 seconds east a distance of 228.19 feet;
Thence south 1 degree 44 minutes 20 seconds east, along the west line of the east 24 acres of said northeast quarter, a distance of 2,025.18 feet to the point of beginning. Containing 39.45 acres (gross) 38.89 acres (less right-of-way)

Section 2. That all land described in Section 1 of this Ordinance is taken into and made a part of the City for all City purposes and is assigned to City Council District No. 2.

Section 3. This Ordinance shall take effect and be in force from and after its passage,

approval and publication in the official city newspaper.

Section 4. Upon passage and publication, the City Clerk shall file a certified copy of this Ordinance with the County Clerk, the Register of Deeds, and the Shawnee County Election Commissioner.

PASSED AND APPROVED by the Governing Body of the City of Topeka, July 9, 2024.



ATTEST:

Brenda Younger
Brenda Younger, City Clerk

Michael A. Padilla
Michael A. Padilla, Mayor





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

DATE:	July 8, 2025		
CONTACT PERSON:	Braxton Copley, Deputy City Manager	DOCUMENT #:	
SECOND PARTY/SUBJECT:	Topeka Zoo Fiber Relocation	PROJECT #:	900800.00
CATEGORY/SUBCATEGORY	020 Resolutions / 005 Miscellaneous		
CIP PROJECT:	Yes		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers David Banks, Sylvia Ortiz and Neil Dobler, amending the 2025-2034 CIP and the 2025-2027 CIB to add Project No. 900800.00 for Topeka Zoo Fiber Relocation. *(Public Infrastructure Committee recommended approval on June 17, 2025)*

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

(The project involves relocating existing fiber optic cables at the Topeka Zoo to accommodate ongoing construction. The Gage Park Improvement Authority (GPIA) will reimburse the City for the cost of the relocation project.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Public Infrastructure Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

This project involves relocating existing fiber optic cables at the Topeka Zoo to accommodate ongoing construction. The existing fiber network runs through the center of the zoo as well as some exhibits and is going to

be in direct conflict with some upcoming zoo projects, requiring its relocation.

The Zoo now contracts with a third party for their fiber optic services and no longer relies on the City to provide fiber services to the zoo. They plan is to relocate the fiber outside the perimeter of the zoo, so we no longer need access to the zoo to access our fiber. Additionally, the County plans to build a new community center adjacent to the carousel and will need a new fiber optic line run to that facility. Consequently, we approached the Gage Park Improvement Authority (GPIA) and asked if they'd be willing to fund the fiber relocation and they agreed to reimburse the City for the cost.

BUDGETARY IMPACT:

\$150,000

SOURCE OF FUNDING:

Initially cost will be paid with general funds. The City's cost will be fully reimbursed by the Gage Park Improvement Authority.

ATTACHMENTS:

Description

Resolution

Zoo Map

Funding Agreement (Gage Park Improvement Authority)

PI Committee Referral Report (June 17, 2025)

PI Committee Excerpt (June 17, 2025)

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by the Public Infrastructure Committee comprised of
4 Councilmembers David Banks, Sylvia Ortiz and Neil Dobler, amending
5 the 2025-2034 CIP and the 2025-2027 CIB to add Project No.
6 900800.00 for Topeka Zoo Fiber Relocation.
7

8 WHEREAS, the Governing Body adopted Resolution No. 9520 approving the 2025-
9 2034 Capital Improvement Program (CIP) and the 2025-2027 Capital Improvement Budget
10 (CIB); and

11 WHEREAS, at its meeting on June 17, 2025, the Public Infrastructure Committee
12 favorably considered staff's request to amend the CIP/CIB to revise the funding allocations
13 for Project No. 900800.00.

14 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
15 CITY OF TOPEKA, KANSAS, that the 2025-2034 CIP and 2025-2027 CIB, as approved by
16 Resolution No. 9520, be amended to include Project No. 900800.00 for Topeka Zoo Fiber
17 Relocation as described in the Capitol Improvement Project Summary (Exhibit A) which is
18 attached herein and incorporated by reference.

19 ADOPTED and APPROVED by the Governing Body on _____.

20 CITY OF TOPEKA, KANSAS
21
22
23
24

25 _____
Michael A. Padilla, Mayor

26 ATTEST:
27
28
29
30

31 _____
Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Summary									
Project Name:	Topoka Zoo Fiber Relocation				Department:	IT			
Project Number:	900800.00				Division:	IT			
Primary Funding Source:	Gage Park Improvement Authority				Contact:	Braxton Copley			
Multiple Funds:	No				New Project?	Yes			
Council District(s):	Multiple				1st CIP Year:	Yes			
Total Budget	\$ 150,000				Type:	Project			
Project Description & Justification:									
<p>This project involves relocating existing fiber optic cables at the Topeka Zoo to accommodate ongoing construction. It includes removing and reinstalling fiber and copper phone cables in new pathways outside of zoo exhibits to avoid construction zones and future projects, ensuring continuous network connectivity for zoo operations. The work will be coordinated with the construction schedule to minimize downtime and maintain reliable communication systems throughout the project. The GPIA has approved project expenses of \$150,000.</p>									
Project Estimates									
	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost	
Relocations Costs:	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
Totals	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
Financing Sources									
	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost	
Gage Park Improvement Authority	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
Totals	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	



CITY OF TOPEKA CONTRACT NO. _____

FUNDING AGREEMENT

BETWEEN CITY OF TOPEKA AND GAGE PARK IMPROVEMENT AUTHORITY

On this _____ day of _____, 2025, the City of Topeka, hereinafter referred to as “City” and the Gage Park Improvement Authority, hereinafter referred to as “GPIA” together referred to as the “Parties” agree to the following Funding Agreement, hereinafter referred to as “Agreement”:

WHEREAS, the Parties believe it is in the best interests of both parties to enter into this Agreement in order to relocate City fiber lines in and around Gage Park, specifically to the outside or near the outside perimeter of the Topeka Zoo, hereinafter referred to as “Project”; and

WHEREAS, the City currently has fiber lines located inside the perimeter of the Topeka Zoo which may interfere with Topeka Zoo exhibits when maintenance is required; and

WHEREAS, GPIA approved \$150,000.00 in funding to reimburse the City for the Project; and

WHEREAS, the Parties further believe that it is in the best interests to establish this Funding Agreement to outline the responsibilities of the Project costs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Parties agree that the City shall be responsible for the planning, preparation and construction of the Project to relocate the fiber lines to the outside or nearest to the outside of the perimeter of the Topeka Zoo as depicted in Exhibit “A”.

The City agrees to inform GPIA of the proposed relocation of the fiber optic line project. The City agrees to provide continued service to existing Shawnee County Parks and Recreation facilities as well as provide for service to the future community building adjacent to the Carousel. Reconfigured fiber optic line capacities, routes, and connective points shall be capable of providing and maintaining the levels of service currently available to both entities as Gage Park is entering a redevelopment period involving all of the park properties. Additional fiber optic connections to individual use sites (from connection points) will be the responsibility of the respective entities. The GPIA will review the proposed project configuration with the Topeka Zoo and Conservation Center and the Shawnee County Parks and Recreation Department for concurrence with their needs within the Gage Park environment.

2. City shall initially pay for the costs of planning, preparation and construction of the Project.

3. Upon Project completion, the City shall provide GPIA an itemized statement outlining the City's costs for completion of the Project.

4. GPIA shall reimburse the City with its approved funds up and to \$150,000.00 for the Project. Any costs above GPIA's approved amount will remain the responsibility of the City.

5. All agreements are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of this agreement or purchase order binds the City only to the extent that funds are available at the time payment is required.

6. In carrying out the terms and provisions of this Agreement, GPIA will not discriminate against any member of the organization, applicant for employment, recipient of service or applicant to receive services because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status, or any other classification protected by law. GPIA shall take affirmative action to ensure that membership applicants, employees, applicants for

service and recipients of service are treated equally and fairly without regard to their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status, or any other classification protected by law.

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

8. Signature of this Agreement by the GPIA does not acknowledge or assume ownership, responsibility for repair, replacement or modification of any fiber system components currently in place, at any location in Gage Park, Topeka Zoo, and/or suggested/necessary improvements determined through the completion of the proposed Project

9. This Agreement may be signed by fax or electronic signature, which will be deemed an original signature. The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one instrument.

10. By signing this Agreement, the representative of GPIA represents that he/she is duly authorized to execute this Agreement on its behalf, and that GPIA agrees to be bound by the provisions of this Agreement.

11. This Agreement shall be governed by the laws of the State of Kansas.

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

CITY OF TOPEKA, KANSAS

GAGE PARK IMPROVEMENT AUTHORITY

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

NAME OF AUTHORIZED SIGNER

ATTEST:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND
LEGALITY

DATE _____ BY _____

C&P
DIRECTOR

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

**Name of
Committee:**

Public Infrastructure

Title:

Resolution for Topeka Zoo Fiber Relocation-Amendment to 2025-2034 CIP and the 2025-2027 CIB Project No. 90080.00.

**Date referred
from Council
meeting:**

**Date referred
from
Committee:**

June 17, 2025

**Committee
Action:**

MOTION: Committee member by proxy Hoferer made a motion to approve and move forward to the Governing Body for action. Committee member Ortiz seconded. Motion approved 2-0-0.

Comments:

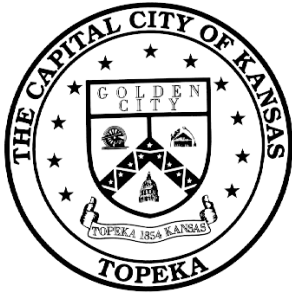
Amendments:

**Members of
Committee:**

Councilmembers Sylvia Ortiz, and Michelle Hoferer (committee member by proxy).

**Agenda Date
Requested:**

July 8, 2025



CITY OF TOPEKA

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

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

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, Tuesday, June 17, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz and Michelle Hoferer (proxy Committee member). Absent: David Banks (Chair) and Neil Dobler.

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

APPROVAL of Resolution recommending approval of Project No. 900800.00 for the Topeka Zoo Fiber Relocation.

Amendment to 2025-2034 Capital Improvement Project (CIP) and the 2025 -2027 Capital Improvement Budget (CIB) for Topeka Zoo Fiber Relocation Project No. 90080.00

Deputy City Manager Braxton Copley spoke to the proposed Amendment to 2025-2034 Capital Improvement Project (CIP) and the 2025 -2027 Capital Improvement Budget (CIB) for the Topeka Zoo Fiber Relocation. He added the location of the project is located in the center of the zoo and currently has Bears in the exhibit. It will be a multiphase project for “My World” expansion project. He stated that the Gage Park Improvement Authority has agreed to fund the project. Therefore, the City will advance the funds and will then be reimbursed from the Gage Park Improvement Authority. The net sum to the City is zero.

Committee member Hoferer stated she attended the Gage Park Improvement Authority meeting and expressed her support.

MOTION: Committee member by proxy Hoferer made a motion to approve and move forward to the Governing Body for action. Committee member Ortiz seconded. Motion approved 2-0-0.



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

DATE: July 8, 2025
CONTACT PERSON: Jessica Bowers, Animal Control DOCUMENT #:
SECOND PARTY/SUBJECT: Amending TMC Section 6.15.170 Dangerous Dogs PROJECT #:
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 018 Animals
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION with POSSIBLE ACTION of an ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning dangerous dogs, amending Section 6.15.170 of the Topeka Municipal Code and repealing original sections. *(Public Health and Safety Committee recommended to move forward with the amendments on June 18, 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 amend the ordinance to allow more discretion regarding timeframe needed to comply with conditions upon conviction and allow for release of a dog to the humane society upon any failure to appear.)

VOTING REQUIREMENTS:

Discussion with possible action. Action requires at least five (5) votes of the City Council. The Mayor does not vote. As this is a home rule ordinance, the Mayor has veto authority.

POLICY ISSUE:

Whether to amend § 6.15.170 of the Topeka Municipal Code and repealing original sections concerning Dangerous Dogs.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the ordinance.

BACKGROUND:

On June 18, 2025 the Public Health and Safety Committee met to propose amendments to the Dangerous Dog Ordinance (TMC 6.15.170).

The first proposed amendment is within (a)(2), regarding the time allowed for the owner's compliance with the dangerous dog conditions that are imposed by the court upon conviction. The purpose of the first amendment is to allow for the municipal judge to have discretion in granting an extension of time to comply with the conditions, upon a finding of good cause. Currently, the owner is allowed only 15 days to comply with the conditions, and if the owner cannot comply, the dog must be destroyed. 15 days is more than enough time to comply with the conditions *if* the dog has already been spayed or neutered. However, 15 days is not enough time to allow completion of that procedure with longer scheduling times at licensed veterinary offices. This amendment allows the judge to have discretion over the extension of time, should the owner need time to address the sterilization.

The second proposed amendment is within (b), regarding automatic release of the dog to the humane society upon the owner failing to appear to the first appearance. The current wording of this ordinance does not address any situations of the owner's failure to appear to subsequent settings. Often, the owner appears to the first appearance but then fails to appear at other later settings (arraignments, motions, trial, or sentencing). This means that the dog is held indefinitely at the humane society, often for many months and sometimes over a year. The amendment would release the animal upon *any* failure to appear to a court setting for the case, preventing long extended holds on dogs at the humane society.

View the June 18, 2025 Public Health and Safety Committee meeting online at <https://www.topeka.org/citycouncil/public-health-safety-committee/>

BUDGETARY IMPACT:

This will result in a cost savings to the City of approximately \$80,000 per year.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance- Dangerous Dogs

PHS Committee Report (June 18, 2025)

PHS Committee Meeting Minutes Excerpt (June 18, 2025)

June 18, 2025 PHS Committee Memo

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning dangerous dogs, amending § 6.15.170 of the Topeka Municipal Code and repealing original sections.

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

Section 1. That section 6.15.170, Dangerous dogs, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Dangerous dogs.

(a) It shall be unlawful for any person to possess a dangerous dog or violate the provisions of this title. Any person found guilty of violating the provisions of this title shall be assessed, fined and the animal disposed of, as provided below:

(1) If the Municipal Court judge determines that a dog is dangerous pursuant to this chapter, the owner of the dangerous dog shall be required to comply with the following:

(i) Registration and Microchipping. The owner shall annually register the dangerous dog with the City, on such forms designated by the Police Chief, and shall have a microchip inserted into the dog by the humane society. The microchip shall detail the dangerous dog registration and such other information as may be appropriate to determine the ownership of the dog. The owner shall pay a \$50.00 annual registration fee and shall pay all costs associated with the microchip procedure and registration of the dog. The owner shall be responsible for maintaining with the Police Department the address of the owner and the dangerous dog. The owner shall notify the Police Department within seven days of a change in address for the owner and dangerous dog.

(ii) Confinement – Muzzle/Restraint. All dangerous dogs shall be confined within a secure enclosure, which can be either a building (i.e., Morton building, shed or garage) or a dwelling/residence. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secure enclosure, unless the owner keeps the dangerous dog inside his or her dwelling/residence. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling/residence of the owner or outside the secured enclosure unless it is necessary for the owner (A) to obtain veterinary care for the dangerous dog; or (B) for the limited purposes of allowing said dangerous dog to urinate or defecate; or (C) to surrender the dangerous dog to the humane society to be euthanized by a certified veterinarian; or (D) to respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely and humanely muzzled and restrained with a leash not exceeding four feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

(iii) Sterilization. The owner shall pay for a licensed veterinarian to spay or neuter the dangerous dog before it will be released to the owner.

(iv) Transfer Prohibited. The owner shall not sell or give away the dangerous dog under any circumstances. If the owner no longer wishes to keep the dangerous dog, the dog must be surrendered to the humane society to be euthanized by a certified veterinarian.

(2) Upon conviction of keeping a dangerous dog, the owner shall comply with the provisions of this chapter within 15 days. The owner shall file proof of sterilization

and microchipping, acceptable to the Municipal Court, with the clerk of the Municipal Court no later than 20 calendar days after conviction. Upon receipt, the clerk of the Municipal Court shall provide a copy of such proof to the Legal Department and the dog may then be released. If the owner fails to comply with the provisions of this chapter within the time provided, upon motion filed by the owner, the Municipal Court Judge may allow an extension of time to comply, after a finding of good cause, or order the dog ~~shall~~to be destroyed. If the owner or keeper of the dog contests the determination, he or she may appeal within 14 days of the finding to the district court pursuant to law.

(3) The Municipal Court shall impose a fine of at least \$499.00 and not more than \$1,000 on a person who has been convicted of possessing a dangerous dog for an attack on a human being pursuant to TMC 6.05.010(h)(3). The Municipal Court shall have no authority to suspend the fine or any portion of the fine.

(4) The Municipal Court shall impose a fine of \$250.00 on a person who has been convicted of possessing a dangerous dog for an attack on a domestic animal pursuant to TMC 6.05.010(h)(3). The Municipal Court shall have no authority to suspend the fine or any portion of the fine.

(b) In the event that an animal control officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined by TMC 6.05.010, the animal control officer or law enforcement officer may seize and impound such animal at the animal shelter or humane society. If an animal is ordered to be impounded pursuant to this subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the Municipal Court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner

77 and any bond may be applied to such costs. If the owner is personally served with the
78 citation and fails to make an appearance to answer the charges within 72 hours after
79 the failure to appear, the court shall release the animal to the humane society or a
80 proper holding facility. If the citation is mailed to a presumed owner, and the presumed
81 owner fails to appear before the court to answer the charges, the court shall release the
82 animal to the humane society or a proper holding facility 20 days after the failure to
83 appear. Upon any failure to appear by the presumed owner thereafter, the court shall
84 release the animal to the humane society.

85 (c) Dogs seized in connection with dog fighting shall be housed in a secure
86 enclosure with proper exercise and care and held as evidence in the case until the
87 conclusion of the case and order from the court on the disposition of the dogs.
88 Disposition and release of dogs is determined in accordance to K.S.A. 21-6412 and 21-
89 6414 and any amendments thereto.

90 (d) Any police officer, reserve police officer or animal control officer of the City is
91 authorized to issue a uniform complaint and notice to appear to any person who owns,
92 harbors, keeps or possesses a dangerous dog when such officer has probable cause of
93 an act or acts which are made unlawful by the provisions of this section have occurred.

94 (e) Dangerous Dog At Large. Any dog that has been found to be a dangerous
95 dog or vicious dog under the previous Topeka City Code 18-8 or this section, that is not
96 confined or registered as required pursuant to this chapter, shall be impounded by an
97 animal control officer or a law enforcement officer. Upon conviction, in addition to all
98 costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not
99 more than \$499.00. For a second offense within 24 months, in which the dog is not
100 confined or registered as required pursuant to this section, in addition to all costs for

impoundment, the owner or keeper shall pay a \$499.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. The Municipal Judge shall have no authority to suspend the fine or any portion thereof.

(f) Dangerous Dog – Attack on Human. Upon conviction of this section, a dog may be destroyed if the dog attacks a human being which results in great bodily harm or death. Upon conviction of this section, the court may destroy a dog that has been previously determined to be a dangerous dog as defined at TMC 6.05.010.

(g) Dangerous Dog – Attack on Other Animal. Upon conviction of this section, a dog may be destroyed if the dog attacks a domestic animal which results in great bodily harm or death. Upon conviction of this section, the court may destroy a dog that has been previously determined to be a dangerous dog as defined at TMC 6.05.010.

(h) The impounded dog shall not be destroyed pending appeals of convictions under this chapter. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner. In addition to the fines provided in this section, the Municipal Judge shall have the authority to sentence the person adjudicated guilty of this chapter to serve up to a maximum of six months in jail.

(i) Notwithstanding any other provision of this chapter to the contrary and irrespective of whether the dog has been declared dangerous pursuant to this chapter, the Municipal Judge may order any dog destroyed if the Municipal Judge determines that the dog is an immediate threat to public health and safety and that confinement and registration of the dog by the owner or keeper of the dog as provided in this chapter will not adequately protect public health and safety. No person shall harbor, own, or

possess a dog that is an immediate threat to public health and safety. In making such determination the Municipal Judge may consider the severity of the attack and such other relevant information. The Municipal Judge shall have the authority to sentence the person adjudicated guilty of this section to serve up to a maximum of six months in jail and to pay a fine not to exceed \$1,000.

Section 2. That original § 6.15.170 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

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

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

Section 5. 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

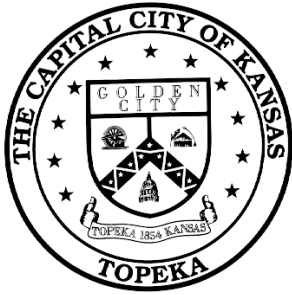
ATTEST:

Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee:	Public Health & Safety
Title:	Ordinance – Dangerous Dogs
Date referred from Council meeting:	
Date referred from Committee:	June 18, 2025
Committee Action:	Committee members Karen Hiller and Brett Kell agreed to move forward and proceed for discussion with possible action at the Governing Body meeting July 8, 2025
Comments:	Committee members Christina Valdivia-Alcalá and David Banks were absent.
Amendments:	
Members of Committee:	Councilmembers Karen Hiller (Chair), Christina Valdivia-Alcalá, David Banks, and Brett Kell
Agenda Date Requested:	July 8, 2025



CITY OF TOPEKA

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

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

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, June 18, 2025. The Public Health & Safety Committee members met at 11:30 A.M. with the following Committee members present: Karen Hiller (Chair) and Brett Kell. Absent: Christina Valdivia-Alcala and David Banks

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

APPROVAL to proceed to the Governing Body for action for Cruelty to Animals

Cruelty to Animals and Dangerous Dogs Ordinances

City Attorney Amanda Stanley spoke to two different ordinances having proposed amendments. The purpose of the first one is to change Cruelty to Animals' ordinance TMC 6.15.170. It does change some definitions and the requirements for providing fresh water, the change is on page one (a)(3). and it changes it from on a regular basis to at all times. Also page four (c) about then the owner if they're reasonably known about, it may petition the court for transfer of the animals, this deals with performance bonds which is very important and is causing significant challenges and costs. The second ordinance is an amendment Dangerous Dog ordinance TMC 6.15.170 (a)(2) and (b) this specifically very much about making it where we don't have dogs that are at Helping Hands for years without any reimbursement for the city for those costs. They don't get a great quality of life when they're on a dangerous dog hold, they don't get time the yard and get other things. So, we want to make sure owners that have dogs in court are paying a responsible bond to cover their costs, as well as making it where the court has some flexibility moving forward.

Chief of Prosecution Kelly Trussell spoke to the importance of the ordinance amendments as it relates to the prosecution of cases.

Animal Control Supervisor Jessica Bowers shared her professional experiences and stated a dog has been held for 19 months resulting in over \$9,000 in court costs. She stated the amendment would force owners to be held accountable.

Committee Chair Hiller inquired about what happens to the dogs and what will change for those dogs that have been picked up and held for long periods of time.

Chief of Prosecution Trussell reported that the Helping Hands Humane Society would determine whether a dog was adoptable and noted at least 99% of the dogs involved in these cases are adoptable.

Animal Control Supervisor Bowers reported Animal Control cases occupy approximately 25% of the Humane Society's holding capacity and the proposed changes will help with this issue significantly. She stated Helping Hands Humane Society Behavior Director Margaret Price strongly supports the amendments because it considers the welfare of dogs as well as addressing capacity issues for the humane society.

Committee member Brett Kell referenced single incidents where dogs are labeled as dangerous. He spoke in support of assessing the animals to be considered for foster care or released back to the owner instead of being kenneled 24/7.

Chief of Prosecution Trussell reported if a dog is on hold and the owner wants it to be returned, pending litigation of that charge, they can file a motion for early release. She stated they base their decision on whether the owner can comply with the dangerous dog conditions in order to protect the public from the dog until it is adjudicated - whether it is actually dangerous or not, and if they are able to comply with conditions to keep people safe from harm, the dog is released. She noted many dogs are released when motions are filed, however, those motions must be filed by the owner for the dog to be released.

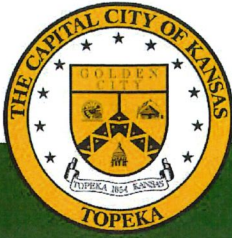
Animal Control Supervisor Bowers stated the ordinance allows Animal Control Officers to seize animals at their discretion and a lot of the animals have been dealt with multiple times. She reported keeping dogs in kennels decreases the odds of being adopted or fostered, and dogs can be cited as dangerous for attacking a chicken or attacking a child.

City Attorney Amanda Stanley clarified the change in process and stated as a municipal government, they cannot seize property without a valid ordinance in place - which in these cases are the dogs. She reported that when owners fail to make an appearance to answer charges in court and do not post bond for the dog the City must have a legal justification to seize

the dogs and release them to the Helping Hands Humane Society so the dogs can be adopted out to a loving family.

Chief of Prosecution Trussell reported the cost to prosecute these types of cases was approximately \$60,000 in 2023, \$70,000 in 2024, and \$60,000 in 2025 (January to May).

The consensus of Committee Chair Hiller and Committee member Brett Kell was to move proposed amendments forward to Governing Body.



CITY OF TOPEKA

Legal Department, Prosecution Division
215 SE 7th Street, Room 170
Topeka, KS 66603

Kelly Trussell, Chief of Prosecution
Tel: (785) 368-3910
www.topeka.org

MEMORANDUM

To: Public Health and Safety Committee
From: Kelly J. Trussell, Chief of Prosecution
Re: Amendments to Dangerous Dog Ordinance
Date: May 20, 2025

The purpose of this memo is to explain the proposed amendments to the Dangerous Dog Ordinance (TMC 6.15.170).

The first proposed amendment is within (a)(2), regarding the time allowed for the owner's compliance with the dangerous dog conditions that are imposed by the court upon conviction. The purpose of the first amendment is to allow for the municipal judge to have discretion in granting an extension of time to comply with the conditions, upon a finding of good cause. Currently, the owner is allowed only 15 days to comply with the conditions, and if the owner cannot comply, the dog must be destroyed. 15 days is more than enough time to comply with the conditions *if* the dog has already been spayed or neutered. However, 15 days is not enough time to allow completion of that procedure with longer scheduling times at licensed veterinary offices. This amendment allows the judge to have discretion over the extension of time, should the owner need time to address the sterilization.

The second proposed amendment is within (b), regarding automatic release of the dog to the humane society upon the owner failing to appear to the first appearance. The current wording of this ordinance does not address any situations of the owner's failure to appear to subsequent settings. Often, the owner appears to the first appearance but then fails to appear at other later settings (arraignments, motions, trial, or sentencing). This means that the dog is held indefinitely at the humane society, often for many months and sometimes over a year. The amendment would release the animal upon *any* failure to appear to a court setting for the case, preventing long extended holds on dogs at the humane society.

We are recommending adoption of these two proposed amendments to TMC 6.15.170.



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

DATE: July 8, 2025
CONTACT PERSON: Jessica Bowers, Animal Control DOCUMENT #:
SECOND PARTY/SUBJECT: Cruelty to Animals PROJECT #:
Amending TMC Section
6.05.100
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 018 Animals
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION with POSSIBLE ACTION of an **ORDINANCE** introduced by City Manager Dr. Robert M. Perez, concerning Cruelty to Animals, amending Section 6.05.100 of the Topeka Municipal Code and repealing original section. *(Public Health and Safety Committee recommended moving forward with the amendments on June 18, 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 amend requirements regarding access to water, posting and renewing bonds and establishing violations as a misdemeanor.)

VOTING REQUIREMENTS:

Discussion with possible action. Action requires at least five (5) votes of the City Council. The Mayor does not vote. As this is a home rule ordinance, the Mayor has veto authority.

POLICY ISSUE:

Whether to amend the Topeka Municipal Code and repealing original sections concerning Cruelty to Animals.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the ordinance as amended.

BACKGROUND:

On June 18, 2025 the Public Health and Safety Committee met to propose amendments to the Cruelty to Animals Ordinance (TMC 6.15.170).

The first proposed amendment is within (a)(3)(ii), regarding the requirement of the owner to provide adequate fresh water. The purpose of the first amendment is to change water availability from “on a regular basis” to “at all times.” Currently, the ordinance’s requirement for providing fresh water is vague regarding the timeframe for which water should be provided. This amendment removes any need to define “on a regular basis” and ensures that animals are provided fresh water at all times.

The second proposed amendments are within (c) and (e), regarding automatic release of the animal to the humane society upon the owner failing to post a 30 day bond, within 21 days of the notice of violation, in the amount of the costs of care and treatment of the animal for 30 days. This bond must be renewed every 30 days that the animal is still in custody. Failure to post an original 30 day bond, or renew the 30 day bond, immediately releases the animal to the humane society. Often, animals are left in custody with the humane society for many months and have even exceeded years in some cases. This bond mechanism mirrors state law (K.S.A. 21-6412) and will prevent long extended holds on animals at the humane society.

The third proposed amendment adds a Section (h) to the ordinance. This amendment classifies a violation of this ordinance as a Class A nonperson misdemeanor. Currently, our TMC has this ordinance as an unclassified misdemeanor. The classification as a Class A nonperson misdemeanor not only puts the ordinance in line with state law (K.S.A. 21-6412), but it also allows for repeated violations to stack into felony status; an option the TMC’s current classification does not allow for.

View the June 18, 2025, Public Health and Safety Committee meeting online at <https://www.topeka.org/citycouncil/public-health-safety-committee/>

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

PHS Committee Report (June 18, 2025)

PHS Committee Meeting Minutes Excerpt (June 18, 2025)

June 18, 2025 PHS Committee Memo

Cruelty to Animals Presentation - Implementing 21 day bond

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning Cruelty to Animals, amending § 6.05.100 of the Topeka Municipal Code and repealing original section.

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

Section 1. That section 6.05.100, Cruelty to Animals, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Cruelty to animals.

(a) It shall be unlawful for any person to recklessly or intentionally:

(1) Kill, injure, maim, torture, burn or mutilate any animal;

(2) Abandon or leave any animal in any place without ensuring provisions for its proper care;

(3) Have physical custody of any animal and fail to provide such food, potable water, protection from the elements, opportunity for exercise adequate to maintain health, or other care as is needed for the health or well-being of such animal.

(i) Food. Food shall be wholesome, free from contamination, and of sufficient quantity and nutritive value to maintain the animal's good health. Animals shall be fed at least once a day except as dictated by veterinary treatment, normal fasts or other accepted practices. All food receptacles shall be kept clean.

(ii) Potable Water. Adequate fresh water shall be made available to animals ~~on a regular basis~~ at all times.

(iii) Protection from the Elements. A shelter suitable for the species and/or breed concerned and existing climatic conditions shall be provided for all animals kept outdoors to afford them protection and prevent severe discomfort of such animals.

(A) Shelters shall be made of durable material that is moisture- and wind-proof, with a solid floor, and of suitable size to accommodate the animal.

(B) Shelters shall contain clean, suitable bedding material consisting of a sufficient quantity of hay, straw, cedar shavings or the equivalent to promote insulation and protect the animal against cold and dampness and promote retention of body heat.

(C) When sunlight is likely to cause overheating, sufficient shade by natural or artificial means shall be provided to allow all animals kept outdoors to protect themselves from direct sunlight. Keeping an animal in a confined area, such as a garage, shed, or extension of a dwelling, without adequate heating and appropriate ventilation in winter months and adequate cooling and appropriate ventilation in summer months is prohibited;

(4) Leave any animal confined in a vehicle for more than five minutes in extreme weather conditions, with no requirement of a culpable mental state. Extreme weather conditions shall be defined as more than 80 degrees Fahrenheit or less than 40 degrees Fahrenheit as the heat or cold index taken in the vehicle and shall create a legal, rebuttable presumption of violation of this

act;

(5) Use of a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;

(6) Cause, instigate, stage, or train any animal to fight or permit any animal to fight any other animal or human, in violation of State statute; or

(7) Cause any physical injury other than the acts described in subsection (a)(1) of this section.

(b) It shall be unlawful for any person, with no requirement of a culpable mental state, to attach chains or other tethers, restraints or implements directly to a dog, cat or miniature pot-belly pig without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal.

No person shall:

(1) Continuously tether a dog, cat or miniature pot-belly pig for more than 15 minutes without supervision; or

(2) Use a tether or any assembly or attachments thereto to tether a dog, cat or miniature pot-belly pig that shall weigh more than one-eighth of the animal's body weight, or, due to weight, inhibit the free movement of the animal within the area tethered; or

(3) Tether a dog, cat or miniature pot-belly pig on a choke chain or near stationary objects or fences in a manner that could potentially cause injury, strangulation, or entanglement; or

(4) Tether a dog, cat or miniature pot-belly pig without access to shade when sunlight is likely to cause overheating, or appropriate shelter to provide

74 insulation and protection against cold and dampness when the atmospheric
75 temperature falls below 40 degrees Fahrenheit, or to tether without securing the
76 animal's water supply so that it cannot be tipped over by the tether; or

77 (5) Tether a dog, cat or miniature pot-belly pig in an open area where it
78 can be teased by persons or an open area that does not provide the dog, cat or
79 miniature pot-belly pig protection from attack by other animals; or

80 (6) Tether a dog, cat or miniature pot-belly pig in an area where bare
81 earth is present and no steps have been taken to prevent the surface from
82 becoming wet and muddy in the event of precipitation.

83 (c) Any public health officer, animal control officer, law enforcement officer or
84 licensed veterinarian, or any officer or agent of any duly incorporated humane society,
85 animal shelter or other appropriate facility, may take into custody any animal, upon
86 either private or public property, which clearly shows evidence of cruelty to animals, as
87 defined in subsection (a) of this section and subsections thereto. Such officer, agent or
88 veterinarian may inspect, care for or treat such animal or place such animal in the care
89 of a duly incorporated humane society or licensed veterinarian for treatment, boarding
90 and other care or, if it appears, as determined by an officer of such humane society or
91 by such veterinarian, that the animal is diseased or disabled beyond recovery for any
92 useful purpose, the humane killing thereof. The owner or custodian, if known or
93 reasonably ascertainable, shall be notified in writing. If the owner or custodian is
94 charged with a violation of this section, the law enforcement agency, city attorney's
95 office, veterinarian or animal shelter may petition the Municipal Court to transfer
96 ownership of the animal at any time after 21 days after the owner or custodian is

97 notified, unless the owner or custodian of the animal files and maintains a renewable
98 cash or performance bond with the Topeka Municipal Court Clerk in an amount equal to
99 not less than the cost of care and treatment of the animal for 30 days. Such cash or
100 performance bond shall be maintained and renewed every 30 days as necessary to
101 cover the cost of care and treatment of such animal until disposition of the animal by the
102 court. If the owner or custodian is not known or reasonably ascertainable after 21 days
103 after the animal is taken into custody, the law enforcement agency, city attorney's office,
104 veterinarian or animal shelter may petition the Municipal Court to transfer ownership of
105 the animal. Upon receiving such petition, the court shall determine whether the animal
106 may be transferred.

107 (d) The owner of an animal killed pursuant to subsection (c) of this section shall
108 not be entitled to recover damages for the killing of such animal unless the owner
109 proves that such killing was unwarranted.

110 (e) Expenses incurred for the care, treatment or boarding of any animal taken
111 into custody pursuant to subsection (c) of this section, pending prosecution of the owner
112 of such animal for the crime of cruelty to animals, as defined in subsection (a) of this
113 section, shall be assessed to the owner as a cost of the case if the owner or custodian
114 is adjudicated guilty of such crime. Any costs collected by the court or through the cash
115 or performance bond described in subsection (c) shall be transferred to the entity
116 responsible for paying the cost of the care, treatment, or boarding of the animal.

117 (f) If a person is adjudicated guilty of the crime of cruelty to animals, as defined
118 in subsection (a) of this section, and the court is satisfied that an animal owned or
119 possessed by such person would be in the future subjected to such crime, such animal

shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(g) The provisions of this section shall not apply to:

(1) Normal or accepted veterinary practices;

(2) Bona fide experiments carried on by any research facility that is in compliance with the Animal Welfare Act (7 USC Sections 2131 through 2159), and any amendments thereto;

(3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of K.S.A. Chapter 32 or 47;

(4) Rodeo practices accepted by the Professional Cowboys Rodeo Association;

(5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of domestic animals, by the owner thereof or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, law enforcement officer, animal control officer, the operator of an animal shelter or pound, a local or State health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;

(6) With respect to farm animals, normal or accepted practices of animal husbandry including the normal and accepted practices for the slaughter of such animals for food or byproducts and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(7) The killing by any person of any domestic animal which is found outside on private, owned, or rented property on which the domestic animal is trespassing, and which the animal is found injuring, worrying, or posing an immediate threat to any person, domestic animal, or farm animal;

(8) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, or trained police officer or animal control officer using an electronic control device, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(9) Laying an equine down for medical or identification purposes;

(10) Normal or accepted practices of pest control, as defined in K.S.A. 2-2438a(x), and amendments thereto;

(11) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States Department of Agriculture for domestic pet animals under the Animal Welfare Act, Public Law 89-544, as amended and in effect on July 1, 2006; or

(12) In situations where delay would result in unnecessary and prolonged suffering of an injured or rabid animal, law enforcement officers may utilize alternative means to euthanize such animal.

(h) Violation of TMC 6.05.100 is a Class A nonperson misdemeanor.

Section 2. That original § 6.05.100 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

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

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

Section 5. 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

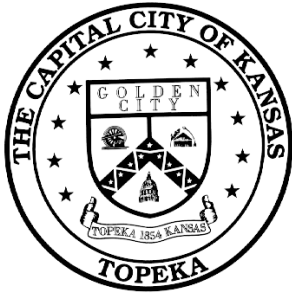
ATTEST: Michael A. Padilla, Mayor

Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee:	Public Health & Safety
Title:	Ordinance - Cruelty to Animals
Date referred from Council meeting:	
Date referred from Committee:	June 18, 2025
Committee Action:	Committee members Karen Hiller and Brett Kell agreed to move forward and proceed for discussion with possible action at the Governing Body meeting July 8, 2025
Comments:	Committee members Christina Valdivia-Alcalá and David Banks were absent.
Amendments:	
Members of Committee:	Councilmembers Karen Hiller (Chair), Christina Valdivia-Alcalá, David Banks, and Brett Kell
Agenda Date Requested:	July 8, 2025



CITY OF TOPEKA

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

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

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, June 18, 2025. The Public Health & Safety Committee members met at 11:30 A.M. with the following Committee members present: Karen Hiller (Chair) and Brett Kell. Absent: Christina Valdivia-Alcala and David Banks

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

APPROVAL to proceed to the Governing Body for action for Cruelty to Animals

Cruelty to Animals and Dangerous Dogs Ordinances

City Attorney Amanda Stanley spoke to two different ordinances having proposed amendments. The purpose of the first one is to change Cruelty to Animals' ordinance TMC 6.15.170. It does change some definitions and the requirements for providing fresh water, the change is on page one (a)(3). and it changes it from on a regular basis to at all times. Also page four (c) about then the owner if they're reasonably known about, it may petition the court for transfer of the animals, this deals with performance bonds which is very important and is causing significant challenges and costs. The second ordinance is an amendment Dangerous Dog ordinance TMC 6.15.170 (a)(2) and (b) this specifically very much about making it where we don't have dogs that are at Helping Hands for years without any reimbursement for the city for those costs. They don't get a great quality of life when they're on a dangerous dog hold, they don't get time the yard and get other things. So, we want to make sure owners that have dogs in court are paying a responsible bond to cover their costs, as well as making it where the court has some flexibility moving forward.

Chief of Prosecution Kelly Trussell spoke to the importance of the ordinance amendments as it relates to the prosecution of cases.

Animal Control Supervisor Jessica Bowers shared her professional experiences and stated a dog has been held for 19 months resulting in over \$9,000 in court costs. She stated the amendment would force owners to be held accountable.

Committee Chair Hiller inquired about what happens to the dogs and what will change for those dogs that have been picked up and held for long periods of time.

Chief of Prosecution Trussell reported that the Helping Hands Humane Society would determine whether a dog was adoptable and noted at least 99% of the dogs involved in these cases are adoptable.

Animal Control Supervisor Bowers reported Animal Control cases occupy approximately 25% of the Humane Society's holding capacity and the proposed changes will help with this issue significantly. She stated Helping Hands Humane Society Behavior Director Margaret Price strongly supports the amendments because it considers the welfare of dogs as well as addressing capacity issues for the humane society.

Committee member Brett Kell referenced single incidents where dogs are labeled as dangerous. He spoke in support of assessing the animals to be considered for foster care or released back to the owner instead of being kenneled 24/7.

Chief of Prosecution Trussell reported if a dog is on hold and the owner wants it to be returned, pending litigation of that charge, they can file a motion for early release. She stated they base their decision on whether the owner can comply with the dangerous dog conditions in order to protect the public from the dog until it is adjudicated - whether it is actually dangerous or not, and if they are able to comply with conditions to keep people safe from harm, the dog is released. She noted many dogs are released when motions are filed, however, those motions must be filed by the owner for the dog to be released.

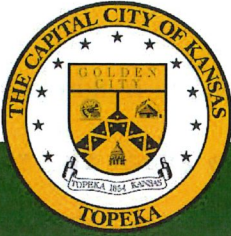
Animal Control Supervisor Bowers stated the ordinance allows Animal Control Officers to seize animals at their discretion and a lot of the animals have been dealt with multiple times. She reported keeping dogs in kennels decreases the odds of being adopted or fostered, and dogs can be cited as dangerous for attacking a chicken or attacking a child.

City Attorney Amanda Stanley clarified the change in process and stated as a municipal government, they cannot seize property without a valid ordinance in place - which in these cases are the dogs. She reported that when owners fail to make an appearance to answer charges in court and do not post bond for the dog the City must have a legal justification to seize

the dogs and release them to the Helping Hands Humane Society so the dogs can be adopted out to a loving family.

Chief of Prosecution Trussell reported the cost to prosecute these types of cases was approximately \$60,000 in 2023, \$70,000 in 2024, and \$60,000 in 2025 (January to May).

The consensus of Committee Chair Hiller and Committee member Brett Kell was to move proposed amendments forward to Governing Body.



CITY OF TOPEKA

Legal Department, Prosecution Division
215 SE 7th Street, Room 170
Topeka, KS 66603

Kelly Trussell, Chief of Prosecution
Tel: (785) 368-3910
www.topeka.org

MEMORANDUM

To: Public Health and Safety Committee
From: Kelly J. Trussell, Chief of Prosecution
Re: Amendments to Cruelty to Animals Ordinance
Date: May 20, 2025

The purpose of this memo is to explain the proposed amendments to the Cruelty to Animals Ordinance (TMC 6.15.170).

The first proposed amendment is within (a)(3)(ii), regarding the requirement of the owner to provide adequate fresh water. The purpose of the first amendment is to change water availability from "on a regular basis" to "at all times." Currently, the ordinance's requirement for providing fresh water is vague regarding the timeframe for which water should be provided. This amendment removes any need to define "on a regular basis" and ensures that animals are provided fresh water at all times.

The second proposed amendments are within (c) and (e), regarding automatic release of the animal to the humane society upon the owner failing to post a 30 day bond, within 21 days of the notice of violation, in the amount of the costs of care and treatment of the animal for 30 days. This bond must be renewed every 30 days that the animal is still in custody. Failure to post an original 30 day bond, or renew the 30 day bond, immediately releases the animal to the humane society. Often, animals are left in custody with the humane society for many months and have even exceeded years in some cases. This bond mechanism mirrors state law (K.S.A. 21-6412) and will prevent long extended holds on animals at the humane society.

The third proposed amendment adds a Section (h) to the ordinance. This amendment classifies a violation of this ordinance as a Class A nonperson misdemeanor. Currently, our TMC has this ordinance as an unclassified misdemeanor. The classification as a Class A nonperson misdemeanor not only puts the ordinance in line with state law (K.S.A. 21-6412), but it also allows for repeated violations to stack into felony status; an option the TMC's current classification does not allow for.

We are recommending adoption of these proposed amendments to TMC 6.05.100.



CITY OF
TOPEKA



Implementing the 21 day bond

The importance of placing a bond on animal
court holds

- 3 | Why is an amendment needed?
- 4 | Effects of prolonged kennel confinement
- 5 | Financial impact – boarding cost
- 6 | Financial impact- medical expenses
- 7 | Increased animal calls



Why is an amendment needed?

3

Prevents long term kennel stays

- 25% of Helping Hands kennels space is the housing of court hold dogs

Emotional toll on animals and staff

- Only 2 teams trained to work with court hold animals due to safety reasons and training requirements
- Longer stays result in stress and anxiety, which decreases the chance of getting adopted

Increased animal calls in the City of Topeka

- 2025, more than 3,000 animal related calls so far

Cost – reduces the amount of money the City of Topeka is spending

- Cost of care has gone up significantly to house animals and provide medical care

Ensures accountability to the owner

- Shifting the responsibility to the responsible owner

Longer Animal Control call response times

- Transport time for medical care



Effects of prolonged kennel confinement

4

- Long term isolation
- Increased anxiety
 - Self licking (excessive grooming in felines)
 - Pacing
 - Circling
 - Panting excessively
- Lowered immune system
 - Kennel cough
 - Upper respiratory infection in cats
- Signs of depression- failure to thrive
 - Changed food habits- anorexia (more popular in felines)
- C-PTSD – Canine Post traumatic stress disorder

All the above factors hinder the chance of these animals being adopted

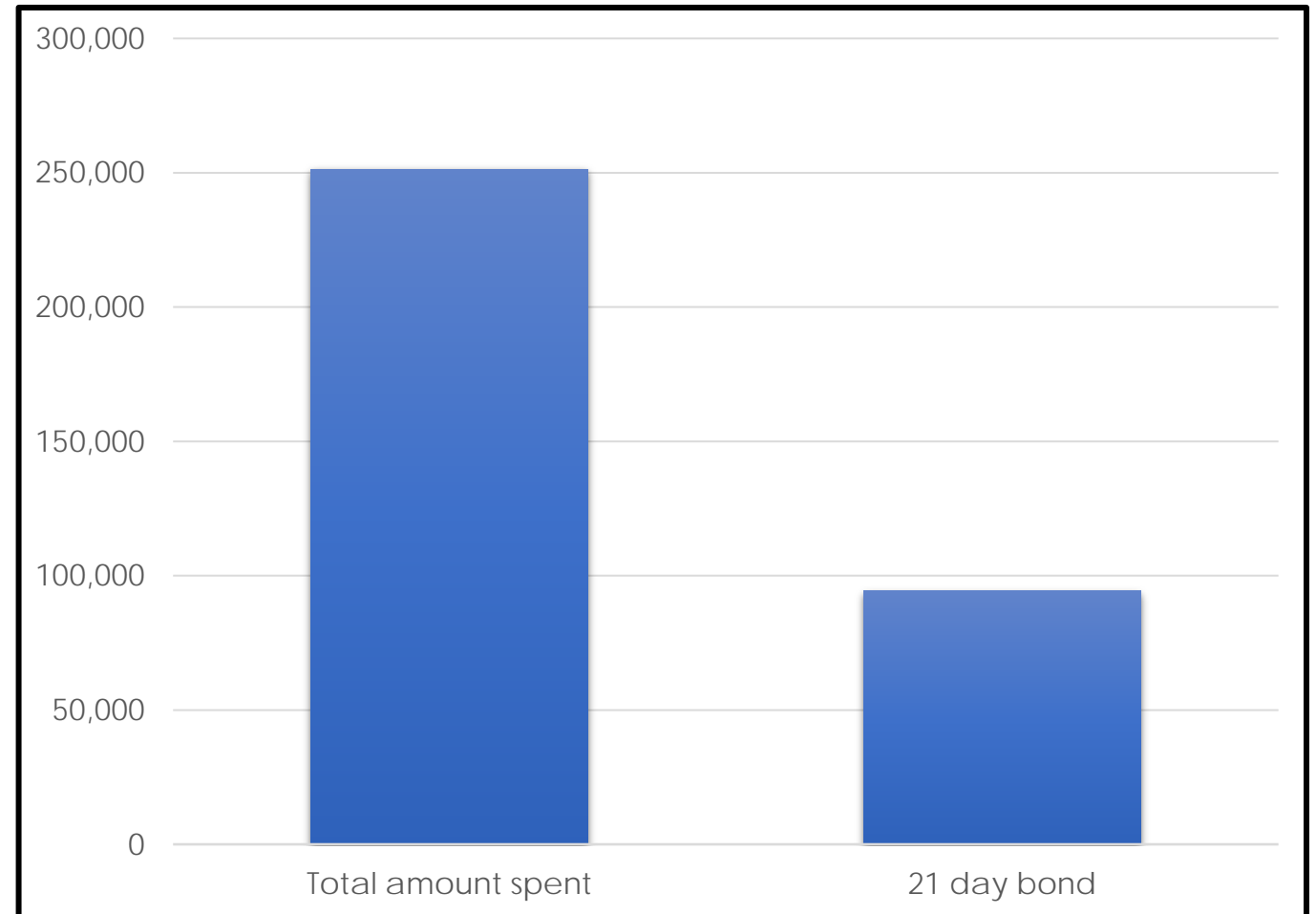


Financial impact- 5 year boarding cost

5

- Total amount spent in 5 years for boarding has been \$251,323
- If the 21 day bond was implemented, we would have spent \$94,251

Saving the City \$157,072.32



Financial impact- Medical expenses

6

- Every animal under court hold is the responsibility of the City of Topeka until released
- Last 2 years and partial 2025, around \$25,070.70 has been spent on medical bills alone

Real life Example:

Court hold : 9/13/2024- 12/9/2024 (87 days)

Total boarding cost: \$815.67

Medical care and medication: \$966 dollars

Total= 1,781.67 after 30 days subtracted from cost



Increased animal calls

TPD Animal CFS	2020	2021	2022	2023	2024	1.1-7.6.2025	Total
Animal Calls	4,579	5,411	6,275	6,549	6,647	3,167	32,628
Average calls per day	13	15	17	18	18	17	

- Rising Animal Control calls in the City ultimately results in more animals on court hold
- Increase in larger hoarding cases and failure to provide
 - Higher cost of living





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

DATE: July 8, 2025
CONTACT PERSON: Rhiannon Friedman, **DOCUMENT #:**
Planning and
Development Director
SECOND PARTY/SUBJECT: LB Lots, LLC **PROJECT #:**
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Dr. Robert M. Perez providing notice that the City is considering establishing a Reinvestment Housing Incentive District ("RHID") for LB Lots, LLC; adopting a plan for the development of housing and public facilities in the proposed RHID; and establishing the date and time of a public hearing.

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

(Approval of the resolution would set a public hearing date for August 12, 2025, to entertain public comment. Notice will be published in the Topeka Metro Newspaper.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to follow state law and set a Public Hearing to consider the establishment of a reinvestment housing incentive district ("RHID") for LB Lots, LLC.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the Resolution setting the Public Hearing.

BACKGROUND:

LB Lots, LLC has applied for reinvestment housing incentives pursuant to the Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. The Secretary of Commerce has authorized the City to proceed with

considering the establishment of the RHID and adopting a plan for housing facilities.

The next step in the process is to set a public hearing to consider public comment, publish a hearing notice in the Topeka Metro Newspaper and notify the Shawnee County Commission and the Board of Education of USD 437.

The public hearing will be on August 12th, 2025.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution - Setting Public Hearing Date - LB Lots, LLC RHID

RHID Housing Dev. Plan Application - LB Lots, LLC RHID

LB Lots, LLC RHID Resolution 9639 Approving Submittal to KDOC

KS DOC Approval of District Creation

RHID District Creation Application - LB Lots, LLC

COT RHID Policy (Resolution No. 9627)

1 0(Published in the Topeka Metro News _____)

2
3 RESOLUTION NO. _____

4
5 A RESOLUTION introduced by City Manager Dr. Robert M. Perez providing notice that
6 the City is considering establishing a Reinvestment Housing
7 Incentive District ("RHID") for LB Lots, LLC; adopting a plan for the
8 development of housing and public facilities in the proposed RHID;
9 and establishing the date and time of a public hearing.
10

11 WHEREAS, on April 8, 2025, the Kansas Secretary of Commerce determined that
12 the findings by the Governing Body articulated in Resolution No. 9639 meet the
13 requirements of K.S.A. 12-5244(c) and that the Governing Body may proceed with
14 establishing the RHID; and

15 WHEREAS, the City has prepared a plan for the development of housing and
16 public facilities in the proposed RHID in accordance with the provisions of the Kansas
17 Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.*

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

20 Section 1. Establishment of the LB Lots, LLC RHID. Pursuant to K.S.A. 12-
21 5245(a), the proposed RHID will be established within the boundaries of the real estate
22 legally described and attached in Exhibit A. A map depicting the existing parcels of real
23 estate in the proposed RHID is attached as Exhibit B. A list of the existing assessed
24 valuation of the real estate in the proposed RHID and the names and addresses of the
25 owners of record of all the real estate parcels within the proposed RHID is attached as
26 Exhibit C.

27 Section 2. Proposed Plan ("Plan"). The Governing Body further declares its intent
28 to adopt the Plan that is filed in the office of the City Clerk and available for public

inspection during normal business hours. A description of the housing and public facilities project proposed to be constructed is attached as Exhibit D. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis are attached as Exhibit E.

Section 3. Funding Agreement. Pursuant to the RHID Policy adopted in Resolution No. 9379, the Governing Body has considered the funding agreement that requires the developer to reimburse the City for the costs in analyzing and effecting the RHID's creation.

Section 4. Public Hearing. Notice is hereby given that a public hearing will be held to consider the establishment of LB Lots RHID and adoption of the Plan. The hearing will take place in the City Council Chambers, 214 SE 8th Street, Topeka, Kansas, at 6:00 p.m. on August 12, 2025. Members of the public are invited to review the Plan and comment at the public hearing. At the conclusion of the public hearing, the Governing Body may establish the RHID and adopt the Plan.

Section 5. Publication; Notification to Entities. The City Clerk is directed to publish this resolution, including the exhibits, one time in the Topeka Metro News not less than one week or more than two weeks preceding the date of the public hearing. The City Clerk is also directed to deliver a certified copy of this resolution to: (a) the City Planning Commission; (b) the Board of Education of USD 437; and the Board of Commissioners for Shawnee County.

Section 6. Effective Date. This resolution shall take effect after its adoption by the Governing Body.

52 ADOPTED and APPROVED by the Governing Body on _____.

53 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

59

60 ATTEST:

61

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63

64

Brenda Younger, City Clerk

EXHIBIT A
(Legal Description)

Attachment 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

(Map; Existing Parcels in Proposed RHID)



EXHIBIT C
(Parcels of Proposed District)

1442004004027000	120	Y	SW Laurens Way	Klaton Real Estate	13,240
1442004004028000	121	Y	SW Laurens Way	Klaton Real Estate	11,880
1442004005052010		Y	SW Lincolnshire Rd	Klaton Real Estate	
1442004005052000	123	Y	SW Lincolnshire Rd	Klaton Real Estate	21,000
1442004005063000	124	Y	SW 44th St	Klaton Real Estate	11,710
1442004005064000	125	Y	SW 44th St	Klaton Real Estate	11,710
1492901006021000	92	Y	4640 SW Verna Ln	3420 SW Fairlawn	12,840
1492901006014000	93	Y	6215 SW 46th Ct	3420 SW Fairlawn	13,410
1492901006013000	94	Y	6211 Sw 46th Ct	3420 SW Fairlawn	12,600
1492901006012000	95	Y	6207 SW 46th Ct	3420 SW Fairlawn	11,630
1492901006020000	99	Y	4636 SW Verna Ln	3420 SW Fairlawn	11,930
1492901006011000	100	Y	6203 SW 46th Ct	3420 SW Fairlawn	11,360
1492901007005000	103	Y	6038 SW 47th St	LB Lots	13,600
1492901007007000	105	Y	4644 SW Shenandoah Ct	LB Lots	12,970
1492901007008000	106	Y	4640 SW Shenandoah Ct	LB Lots	12,750
1492901007009000	107	Y	4636 SW Shenandoah Ct	LB Lots	12,010

EXHIBIT D
(Description of Housing; Public Facilities)

Upon final approval of the RHID, the following schedule:

All lots go on the market listed by a Realtor within 30 days of approval.

Construction, subject to permits, will begin on the initial 1-3 homes within 60 days of RHID approval.

Based upon historical absorption in the market, the following is the timeline of construction:

4 homes constructed by 12/31/2025

4 homes constructed and sold in 2026

4 homes constructed and sold in 2027

3 homes constructed and 4 homes sold in 2028

1 homes sold in 2029

Developer will construct homes faster if the absorption experience is better than historical data shows.

EXHIBIT E

(Contractual Assurances; Feasibility Analysis)

The Governing Body will enter into a development agreement with the developer. This agreement will include the project construction schedule, a description of the project and the financial obligations of the developer and financial and administrative support from the City.

The City's financial advisor has prepared a financial analysis that is available in the City Clerk's office. The financial advisor has determined that, pursuant to K.S.A. 12-5245(a)(7) and based upon a review of information provided by the developer, the Plan's benefits and RHID revenue and other available revenues are expected to exceed or be sufficient to pay for the Plan's project costs.



CITY OF TOPEKA

Application for Creation of a RHID Housing Development Plan

APPLICANT: LB Lots, LLC

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

PHONE #: 785-228-7916

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

CONTACT PERSON: Jennifer Sourk

PROJECT NAME: Lauren's Bay

Please complete the following items.

1. Provide a narrative describing the overall development plan specifically addressing how the plan meets the policy goals of the Housing Study.

Lauren's Bay development was established 20 years ago and has been unsuccessful in development due to special assessments, costs to build and market conditions. With RHID, this developer will be able to construct 15 homes on the 16 lots, priced above \$250,000 for sale, which the housing study indicates that there is a "substantial undersupply."

The construction will be as follows:
Ten 2,800 sq. ft. homes with basements
Two 3,200 sq. ft. homes with basements
Three 4,000 sq. ft. homes with basements

Construction will begin on the 10 homes with the larger homes being custom designed homes.

2. Provide a legal description of the proposed project area if such project area is not coterminous with the district boundaries.

Attachment 1

3. As **Exhibit A**, include a map of the proposed project area if such project area is not coterminous with the district boundaries.
4. As **Exhibit B**, attach a table (Excel format preferred) listing (i) each parcel within the proposed project area, listing the current Shawnee County assessed valuation of land and improvements separately and (ii) the property owner's name and address for each parcel.
5. As **Exhibit C**, include a narrative and a graphical description of the housing and public facilities that the developer will construct or improve, and the location of each within the project area.

6. Provide a narrative describing any improvements the developer expects the City to make to support the planned project, including any on or off-site public infrastructure and coordination with other public agencies, etc.

None

7. Identify a listing of names, addresses and specific interests in real estate in the project area of the housing developer(s) responsible for development of the housing and public facilities in the project area.
- For the purposes of this requirement, “housing developer(s)” means both the name of the business entity or entities, and the natural person comprising the ownership of such entity or entities.

<u>Name</u>	<u>Address</u>	<u>Related Interests</u>
LB Lots, LLC	3024 SW Wanamaker Rd. Suite 300 Topeka, KS 66614	
Klaton Properties, LLC	3024 SW Wanamaker Rd. Suite 300 Topeka, KS 66614	
3420 Fairlawn, LLC	3024 SW Wanamaker Rd. Suite 300 Topeka, KS 66614	
James A. Klausman	3024 SW Wanamaker Rd. Suite 300 Topeka, KS 66614	

8. As **Exhibit D**, provide a detailed total development cost budget for the housing and other improvements to be constructed including an identification of costs for which the developer will seek reimbursement from RHID proceeds.
9. Provide a narrative describing all public incentive sought in support of the planned project (including those that might be provided by other government agencies, foundation or non-profits), including identification of whether the developer seeks potential bond financing related to the RHID.

RHID and CID to refinance the special assessments

10. As **Exhibit E**, attach a detailed construction schedule, identifying any phasing of construction anticipated.
11. As **Exhibit F**, attach a detailed financial pro forma, showing the operation of the project over the life of the RHID, including sufficient detail on assumptions so the City may determine, among other things, the developer's expectations for the number and potential valuation of housing units to be constructed, the developer's expected private financing for the project (including debt, equity and other sources), and sufficient other detail to permit the City to make the required statutory finding as provided in K.S.A 12-5245(a)(7).

12. Provide a detailed description of the contractual assurances the developer is willing to make, including any financial guarantees it is willing to provide, to “guarantee the financial feasibility” of the project, all as required by K.S.A 12-5245(a)(6) (together, the “Plan Pre-Application”), along with commercially reasonable information evidencing developer’s financial and operational capabilities to effect the proposed project as presented.

Developer has placed funds into an escrow account in order demonstrate its financial willingness to fund the project.

CERTIFICATION OF APPLICANT

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY, 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.

DocuSigned by:
By: Jennifer Souk
Signature of Authorized Agent for Entity

Title: General Counsel

Date: 6/1/2025

STATE OF _____

COUNTY OF _____

This document was acknowledged before me on _____ by _____

Notary Public

My commission expires: _____

Attachment 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

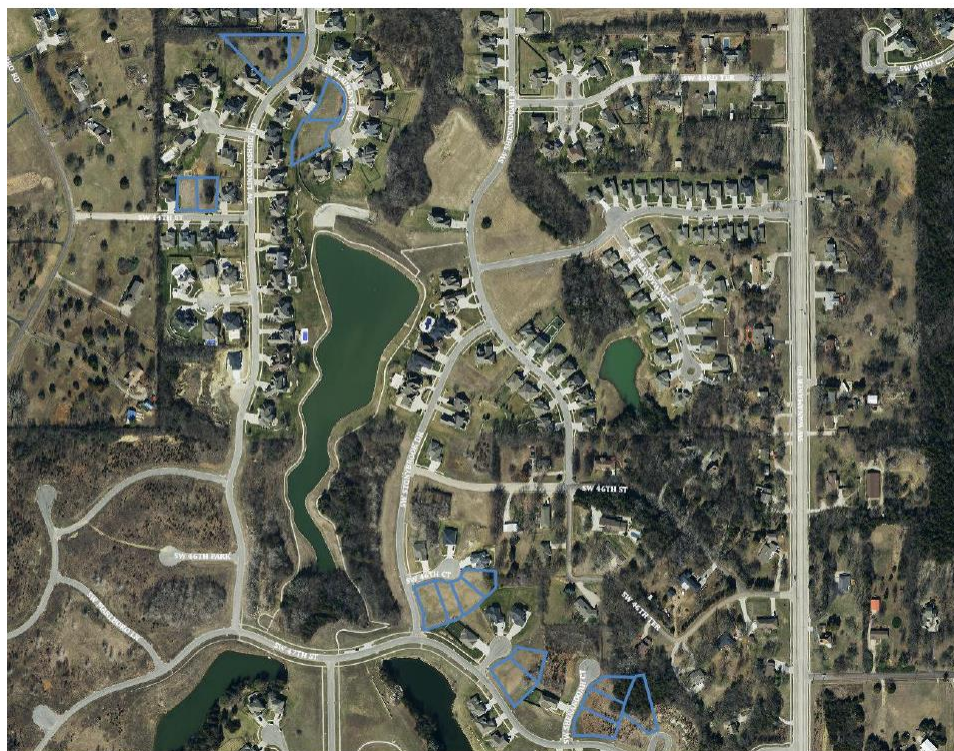


Exhibit B

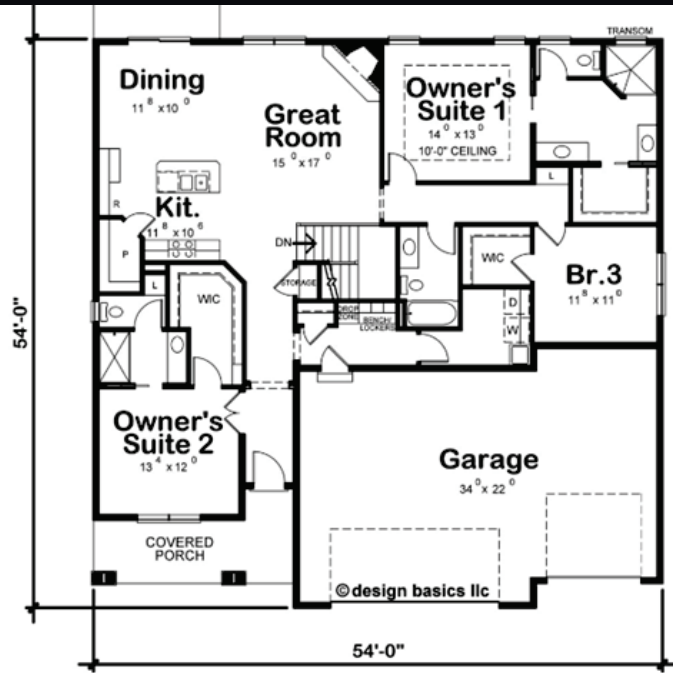
1442004004027000	120	Y	SW Laurens Way	Klaton Real Estate	13,240
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1492901007007000	105	Y	4644 SW Shenandoah Ct	LB Lots	12,970
1492901007008000	106	Y	4640 SW Shenandoah Ct	LB Lots	12,750
1492901007009000	107	Y	4636 SW Shenandoah Ct	LB Lots	12,010

A scenic view of a lake with a rocky shoreline in the foreground and a dense forest in the background. The water is calm, reflecting the sky and the surrounding trees. The shoreline is composed of large, brownish rocks and patches of dry grass. The forest in the background is dense with tall, dark evergreen trees.

Lauren's Bay Subdivision

Topeka, KS

CEDAR HILL

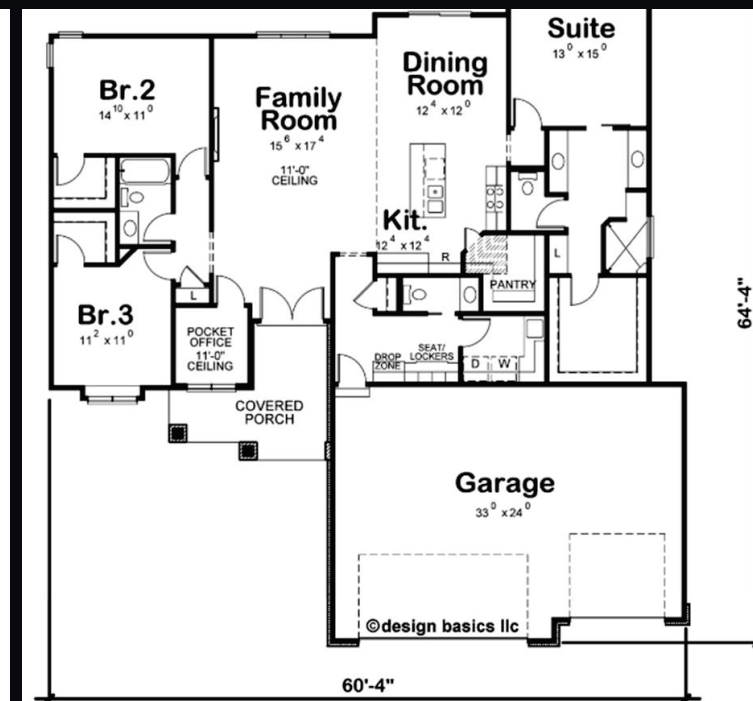


- 1936 Sq ft
- 3/3/3 unfinished basement
- 54' x 54'

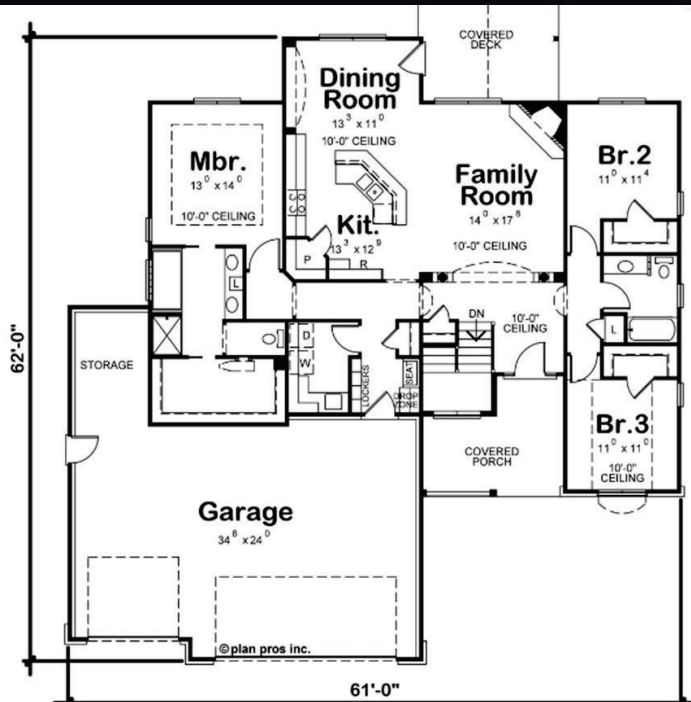


COTTER MODERN

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



ELWAY

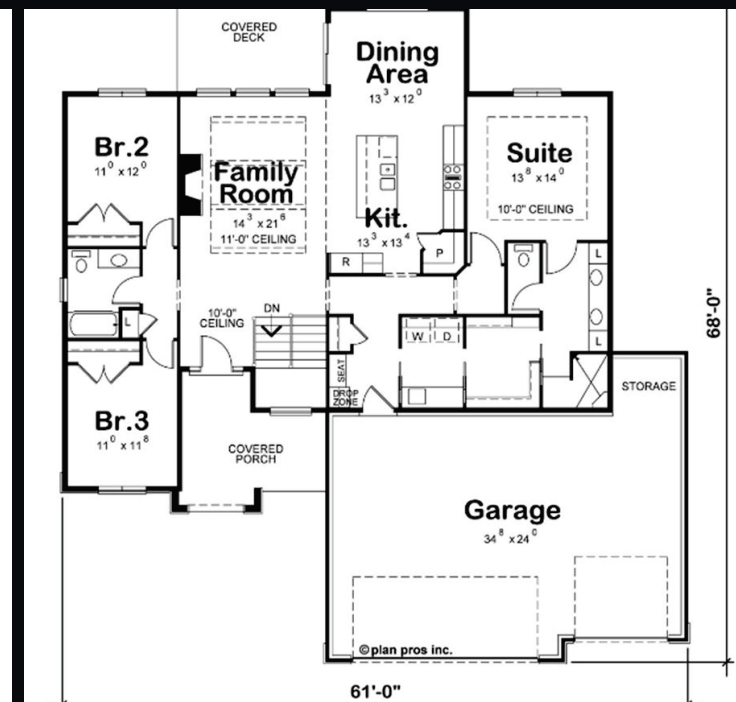


- 1826 sq ft
- 3/2/3 Slab on Grade
- 61'x62'

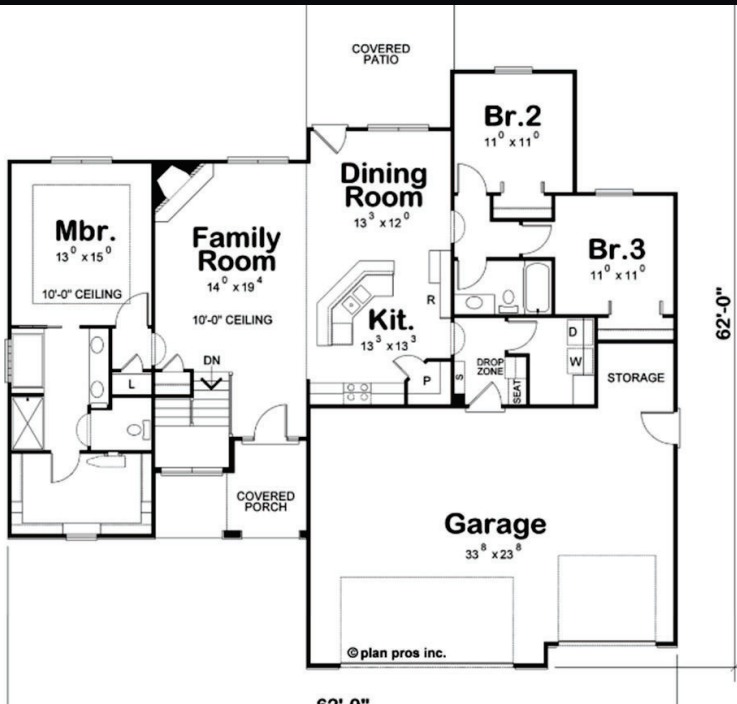
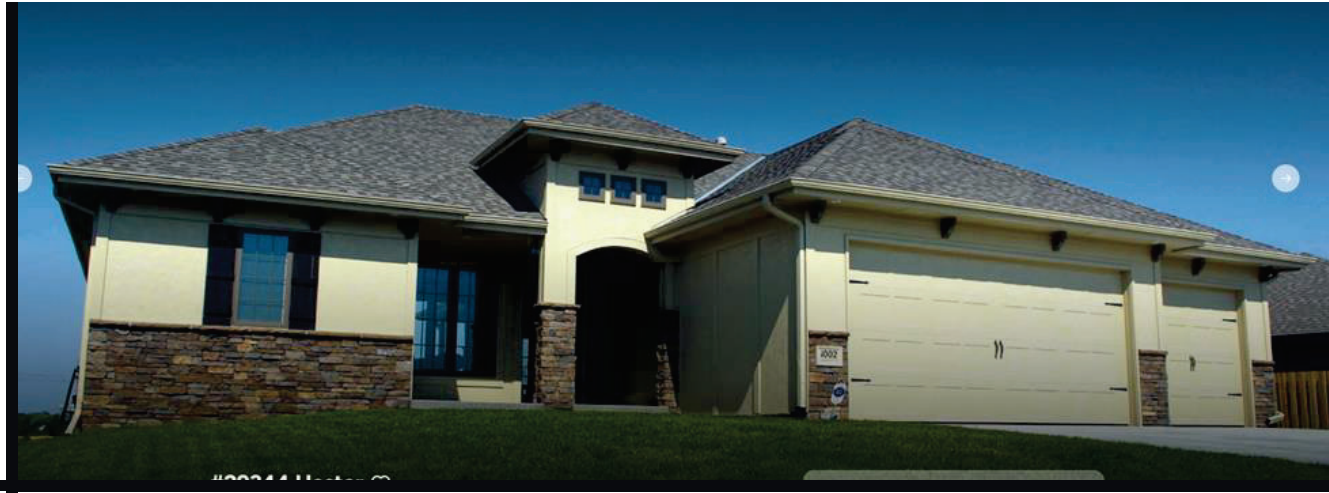


ELWAY GLENN

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



HESTER

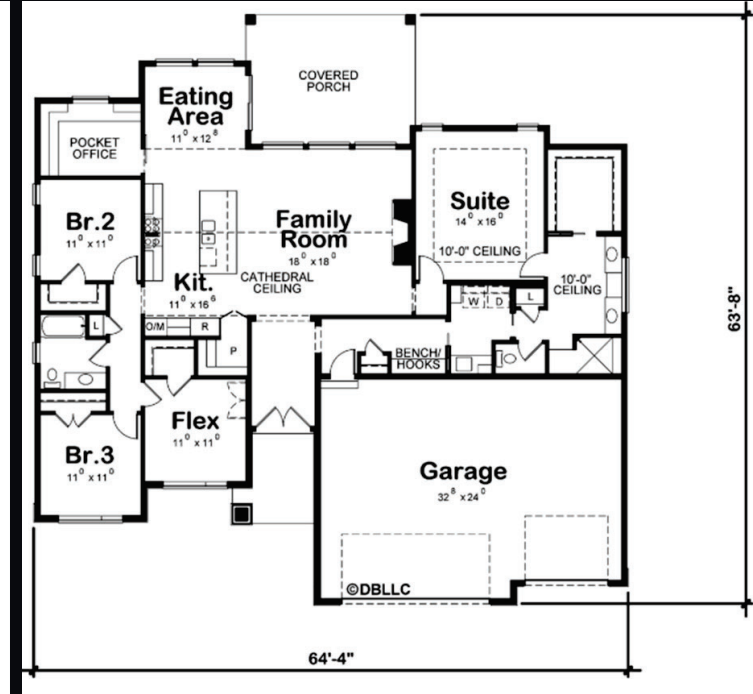


- 1720 sq ft
- 3/2/3 unfinished basement
- 62'x55.5'



JACKSON MODERN

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





Lake House Plan

2297 sq ft

3/2.5/3 optional basement

67'6" x 85'4"

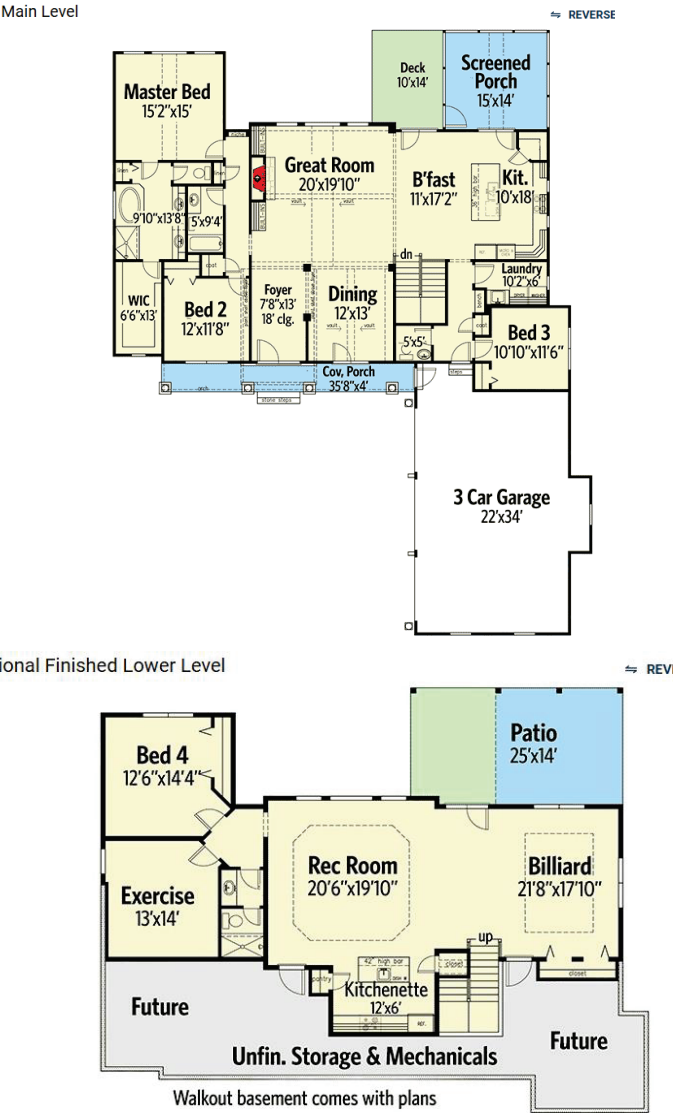


Exhibit E

Upon final approval of the RHID, the following schedule:

All lots go on the market listed by a Realtor within 30 days of approval.

Construction, subject to permits, will begin on the initial 1-3 homes within 60 days of RHID approval.

Based upon historical absorption in the market, the following is the timeline of construction:

4 homes constructed by 12/31/2025

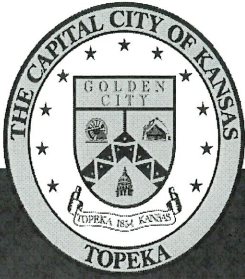
4 homes constructed and sold in 2026

4 homes constructed and sold in 2027

3 homes constructed and 4 homes sold in 2028

1 homes sold in 2029

Developer will construct homes faster if the absorption experience is better than historical data shows.



CITY OF TOPEKA

CERTIFICATE

I, Brenda Younger, City Clerk of the City of Topeka, Shawnee County, Kansas, do hereby certify that the attached is a true and correct copy of City of Topeka Resolution No. 9639 passed and approved by the Governing Body on March 18, 2025, as the same appears on record in the Office of the City Clerk.



Brenda Younger
Brenda Younger, City Clerk

(Published in the Topeka Metro News March 24, 2025)

RESOLUTION NO. 9639

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

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

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

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

WHEREAS, the City has performed a housing needs analysis ("the Analysis"); and

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

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

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

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

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

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

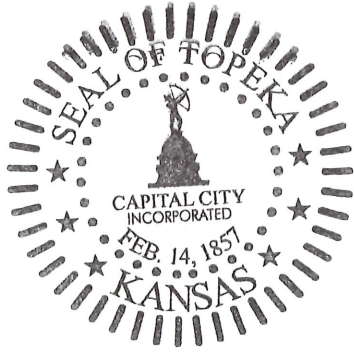
41 Section 5. The Governing Body finds that the future economic well-being of the
42 City depends on the Governing Body providing additional incentives for the construction or
43 renovation of quality housing in the City.

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

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

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

54 ADOPTED and APPROVED by the Governing Body on March 18, 2025.



63 ATTEST:

64
65
66
67
68

Brenda Younger
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor

EXHIBIT A
(Legal Description)

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

EXHIBIT B
(Map; Existing Parcels in Proposed RHID)



Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

April 8, 2025

Rhiannon Friedman
Planning and Development Director
City of Topeka
620 SE Madison St Ste 11
Topeka, KS 66607

RE: Request for Approval of Reinvestment Housing Incentive District in Topeka, Kansas

Dear Ms. Friedman:

This will acknowledge receipt of the City of Topeka's application dated April 1, related to participation in the Kansas Reinvestment Housing Incentive District Act.

I have reviewed Resolution No. 9639 as passed by the governing body and submitted to the Kansas Department of Commerce (Commerce) pursuant to the Reinvestment Housing Incentive District Act found at K.S.A. 12-5244 et seq. I have further reviewed the 2022 Housing Needs Analysis (Analysis) prepared by the City and upon which the Resolution was based. The process of establishing a Reinvestment Housing Incentive District requires the Analysis to summarize and determine the nature and extent of housing needs within the community. The Analysis must then be adopted by the governing body and is subject to the review and approval of the Secretary of Commerce. The Act sets out four findings and determinations which must be included in the Analysis and adopted by the City.

Based on my review of the original application material and supplemental information provided by the City of Topeka, I hereby agree with and approve the findings set forth in the Resolution passed by the City of Topeka to wit:

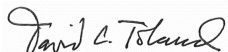
1. There is a shortage of quality housing, including affordable single family and multi-family apartment units, at various price ranges in the City of Topeka despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing development in the City of Topeka;
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City of Topeka; and

4. The future economic well-being of the City of Topeka depends on the governing body providing additional incentives for the construction or renovation of quality housing in the City of Topeka.

Commerce believes the Analysis and findings by the governing body of the City of Topeka meet the requirements set forth in K.S.A. 12-5244(a) and this constitutes the approval required by K.S.A. 12-5244(c) for the District as detailed in Resolution No. 9639. The application for approval of the findings required for the establishment of the Reinvestment Housing Incentive Districts as set forth in the application is hereby approved. This approval is predicated solely upon the information and data received from the City of Topeka.

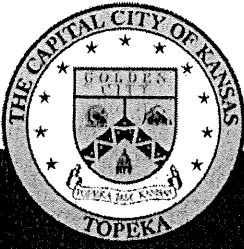
If you have any questions regarding this matter, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Toland".

David C. Toland
Lt. Governor and Secretary

cc: Ryan Vincent (KHRC)
Robert North



CITY OF TOPEKA

Application for Creation of a RHID District

APPLICANT: LB Lots, LLC

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

PHONE #: 785-272-1535

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

CONTACT PERSON: Jennifer Sourk

PROJECT NAME: Lauren's Bay Development

Please complete the following items.

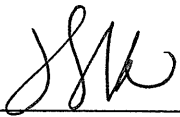
1. As **Exhibit A**, provide a cover letter formally requesting the creation of a district, including a general description of the housing development expected to occur within the districts, the names of the housing developer or developers expected to construct such housing, the expected timing of such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

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

CERTIFICATION OF APPLICANT


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

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

By: 
Signature of Authorized Agent for Entity

Title: General Counsel

Date: 2/10/2025

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

Notary Public
My commission expires: 2/3/26

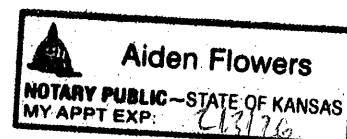


EXHIBIT A

Insert or attach here:

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

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

EXHIBIT B

Insert or attach here:

See Attachments 1 & 2

EXHIBIT C

Insert or attach here:

See Attachment 3.

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

EXHIBIT D

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

Dear Shawnee County Treasurer:

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

Sincerely,



Rachelle Mathews
Deputy Director of Financial Services

Taxpayer Name: _____

Date: _____

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

☐ Yes

☐ N

Amount owed (if any): _____

Name and Title: _____

Signature: _____

Date: _____

Attachment 1

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

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

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

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

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

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

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

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

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

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

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

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

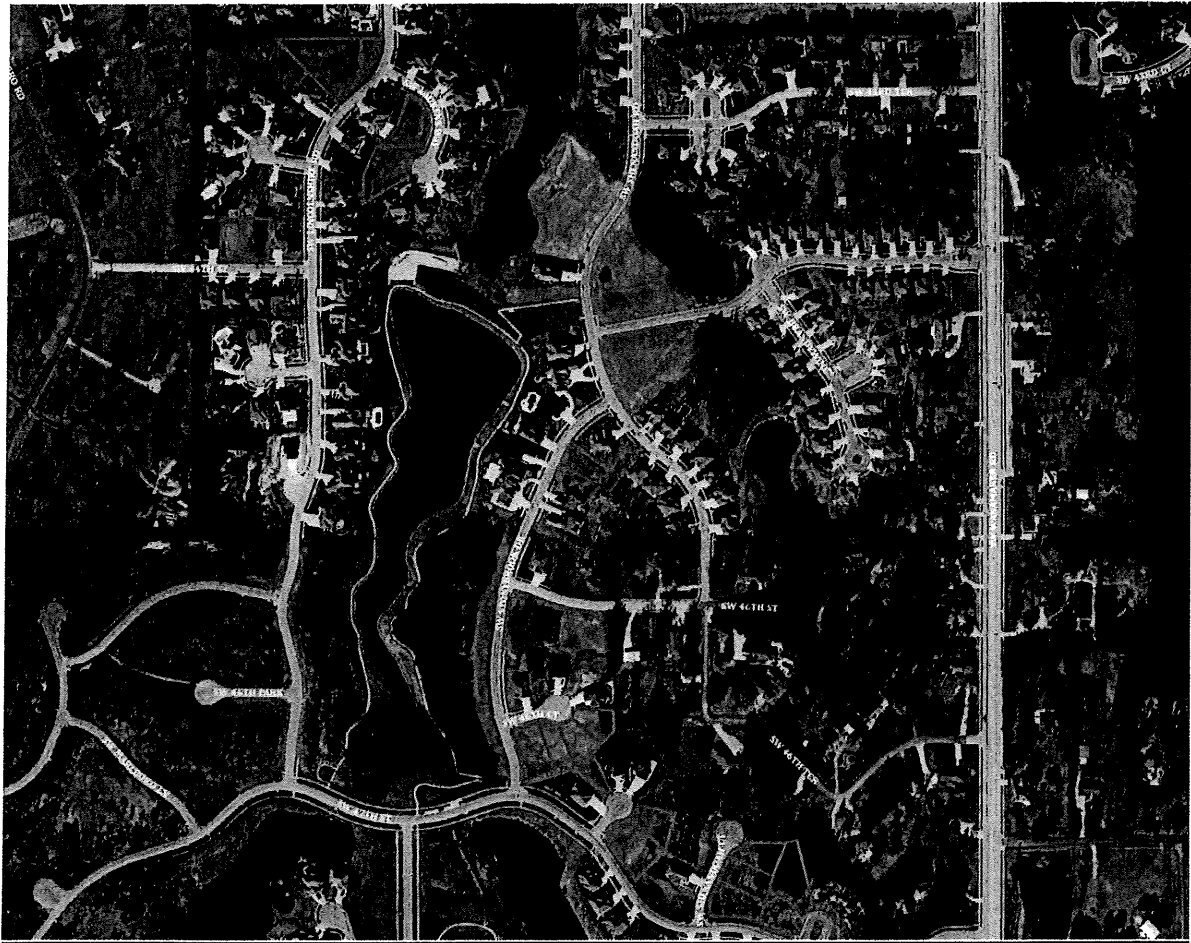
Lot 1, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

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

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

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

Attachment 2



Attachment 3

Cynthia A. Beck

2013R26013

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

237002

DEC 18 2013

KANSAS QUITCLAIM DEED

On this 12 day of December, 2013,

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

("Grantors") QUITCLAIM to:

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

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

Lots 11, 12, 13, 14, 20 and 21, Block B, Lauren's Bay Estates
Subdivision in Shawnee County, Kansas.

Lots 14, 15, 16, 17, 18 and 19, Block H, Lauren's Bay Estates
Subdivision in Shawnee County, Kansas.

Lots 19, 20, 21 and 22, Block J, Lauren's Bay Estates
Subdivision in Shawnee County, Kansas.

Lots 1, 2, 3 and 4, Block T, Lauren's Bay Estates Subdivision in
Shawnee County, Kansas.

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

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

James A. Klausman
James A. Klausman

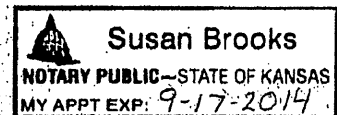
Joleen L. Klausman
Joleen L. Klausman

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

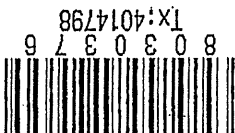
This instrument was acknowledged before me on December 12, 2013, by
James A. Klausman and Joleen L. Klausman.

Susan Brooks
Notary Public

My Appointment Expires: 9-17-2014



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



Oct 07, 2014 #100989

Cynthia A. Beck

2014R17244

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

Mail Tax Statement to:

*3715 SW 29th Ste 200
Topeka KS 66614*

Property Address:
SW 44th Street
Topeka, KS 66610

KANSAS SECURED TITLE
SN038362

SPECIAL WARRANTY DEED

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

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

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

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

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

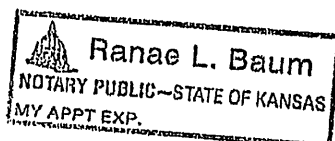
IN WITNESS WHEREOF, the said party of the Grantor has hereunto set Grantor's hand, the day and year first above written.

HLS Holdings, LLC, a Kansas limited liability company

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

STATE OF KANSAS, SHAWNEE COUNTY:

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



Ranae L. Baum Notary Public
Appointment expires: *10/16/16*

Mail Tax Statement to:

3715 SW 292 Ste 200
Topeka KS 66614

Property Address:

SW 44th Street

Topeka, KS 66610

KANSAS SECURED TITLE

SN038362

Recorded Electronically

ID 2014817244

County Shawnee

Date 10-7-14 Time 9:35

Simplifile.com 800.460.5657

SPECIAL WARRANTY DEED

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

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

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

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

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

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

HLS Holdings, LLC, a Kansas limited liability company

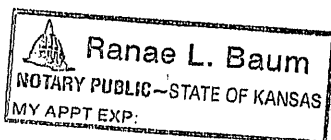
By: Bruce J. Worner

Name: Bruce J. Worner

Title: Managing member

STATE OF KANSAS, SHAWNEE COUNTY:

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



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

EXHIBIT "A"

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

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

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

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

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

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

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

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

Lawyers Title of Topeka, Inc.
(785) 271-8600

C.N. 32164

2015R12328

Entered in Transfer Record in my office

Jul 01, 2015 #101275

Agenda

County Clerk

Mail Tax Statement to:

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

LB Lots, LLC

3715 SW 29th St, Ste 200

Topeka, KS 66614

CORPORATION DEED-General Warranty.

The Grantor, **Choice Property Company**

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

LB Lots, LLC

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

Lots 1, 2, 3, 4, 5 and 9, Block C;

Lots 1, 2, 3, 4 and 5, Block D;

Lots 1, 2, 3, 4, 5 and 6, Block G;

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

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block I;

Lots 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block J;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11, Block K;

All in Lauren's Bay Estates, Shawnee County, Kansas.

AND

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

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

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

Dated this 30th day of June

A.D. 2015

Corporate
Seal

CHOICE PROPERTY COMPANY

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 30th day of

by Darrel E. Dougan, Jr., Sr. Vice President
Darrel E. Dougan, Jr., Sr. Vice President
A.D. 2015 before me, the

undersigned a Notary Public in and for the County and State aforesaid, came

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

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



Brenda K. Seaton
Notary Public
State of Kansas

My Term expires:

November 13, 2016

My Appt. Expires 11-13-16

Brenda K. Seaton
Notary Public

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

C.N. 32154

Entered in Transfer Record in my office _____

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

County Clerk
Mail Tax Statement to:

LB Lots, LLC

3715 SW 29th St, Ste 200

Topeka, KS 66614

CORPORATION DEED-General Warranty

The Grantor, Choice Property Company

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

CONVEYS AND WARRANTS to

LB Lots, LLC

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

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

AND

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

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

for the sum of One Dollar and Other Valuable Consideration

Dated this 30th day of June

A.D. 2015

Corporate
Seal

CHOICE PROPERTY COMPANY

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 30th day of June, A.D. 2015, by Darrel E. Dougan, Jr., Sr. Vice President of Choice Property Company, a corporation duly organized, incorporated, and existing under virtue of the laws of the State of Kansas, who is/are personally known to me to be the such officer, and who is/are personally known to me to be such person(s) who executed, as such officer(s), the within instrument of writing on behalf of said corporation, and such person(s) duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Brenda K. Seaton
Notary Public
State of Kansas

My Term expires:
November 13, 2016

My Appt. Expires 11-13-16

Brenda K. Seaton
Notary Public

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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 residential housing developments in order to provide services, employment and tax revenues for the benefit of the community; and

WHEREAS, the Housing Study identified a need for approximately 420 units per year over the next 5 years to keep up with anticipated demand and another 2,300 units to catch up from past demand in order to have a balanced market with lower housing cost burdens; 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 RHID assistance; and

WHEREAS, the City desires to use RHID for projects that demonstrate the highest public benefit and encourage an equitable distribution of projects citywide, including downtown, in keeping with the documented demand for housing; and

RES/RHID Policy 2/3/2025

WHEREAS, all projects must demonstrate financial and economic reasons such that but-for RHID assistance, the project could not proceed or could not address the City's housing goals.

NOW THEREFORE, BE IT RESOLVED THAT THE REINVESTMENT HOUSING INCENTIVE DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:

**CITY OF TOPEKA
REINVESTMENT HOUSING INCENTIVE DISTRICT ("RHID") POLICY**

SECTION ONE: PREFERENCES FOR PROJECTS

1. The City will use RHID to address housing needs as described in its July 2020 Citywide Housing Market Study and Strategy document (the "Housing Study") as amended from time to time as needed. The City will amend this policy from time to time to adjust the targets below for progress to date or to address changing needs as identified by updates to its Housing Study. The Housing Study identified a need for approximately 420 units per year over the next 5 years to keep up with anticipated demand and another 2,300 units to catch up from past demand in order to have a balanced market with lower housing cost burdens. The City's current 3-year average is almost 270 new units per year. Therefore, a target of up to 3,100 units over a 5-year period is the substantiated need that is not being met by the market thus necessitating additional incentives. This total is further broken down by affordable, workforce, senior, market rate, and upscale units as referenced in the Housing Needs Analysis completed as an update to the Housing Study.

2. The City will use RHID to encourage an equitable distribution of projects citywide in keeping with the documented demand for 900 new units in downtown by 2030.

3. Per the Housing Study findings for greater housing choices, priority should be given to those projects that diversify the City's inventory with more attached unit typologies such as duplexes, townhomes, and multi-family projects.

4. The City will reserve a portion of projected RHID benefits to develop, improve or replace public infrastructure supporting housing developments and to fund multi-modal connections (transit, biking, walking) to housing developments.

5. The City will use a "but-for" approach (i.e., but-for the presence of the RHID incentive the project could not proceed or could not address the City's housing goals) in assessing the amount of RHID benefit granted to a housing development, maintaining flexibility with respect to the amount of incremental taxes permitted to be captured and/or the length of time an RHID will remain in place.

6. Housing developers seeking RHID assistance will need to be prepared to:

- Bear the costs of effecting an RHID incentive (estimated at \$25,000 to \$50,000 per project plan). Cost may include, but are not limited to,

91 updating the housing study, preparation of necessary resolutions,
92 ordinances, publication notices, development agreement, and
93 statutory feasibility findings. The City will first apply the
94 nonrefundable application fee described below towards the costs.
95 Once a better estimate of costs is obtained, the City may, at its sole
96 discretion, require a deposit to cover outstanding costs. If an
97 additional deposit is required in addition to the nonrefundable
98 application fee, the City shall return any balance from this deposit
99 upon the applicant's withdrawal of the application or the conclusion
100 of the approval processes.

- 101 • Provide the contractual and financial feasibility guarantees
- 102 contemplated in the RHID statute (see K.S.A. 12-5245(a)(6)).
- 103 • Provide detailed information regarding the type, timing and
- 104 implementation plan for the housing they propose to develop.
- 105 • Provide all information to the City required to effect an RHID project
- 106 plan, as contemplated by Kansas law.
- 107 • Provide evidence in support of its need for RHID incentive under the
- 108 but-for principle.

109 **SECTION TWO: PROCESS**

110
111
112 1. Creation of a District. The City intends to use the Housing Study, as updated
113 from time-to-time at the discretion of the City, to meet the statutory requirement (K.S.A.
114 12-5244) that the City conduct a "housing needs analysis" to determine that "housing
115 needs exist" in Topeka.

116
117 Either the City or a housing developer may initiate the district creation process by
118 delivering to the City Manager a District Application consisting of the following:

- 119
120 a) A cover letter requesting the creation of a district, including a general
121 description of the housing development expected to occur within the district,
122 the names of the housing developer or developers expected to construct
123 such housing, the expected timing of such housing development, a narrative
124 describing how the district is likely to address the policy goals of the Housing
125 Study and discussion of how the use of RHID is consistent with the City's
126 but-for principle.
- 127 b) A legal description of the proposed district and a map depicting the existing
128 parcels of real estate in the proposed district.
- 129 c) Evidence of site control or a detailed plan for which the developer intends
130 to secure site control.
- 131 d) A certification that neither the developer entity nor any of its
132 shareholders/partners/members is delinquent on its property tax or special
133 assessment payments on any property it owns or controls in Shawnee
134 County.

- e) A certification that neither the developer entity nor any of its shareholders/partners/members has any outstanding utility bills, zoning or property maintenance, or other code cases pending with the city.
- f) A non-refundable application fee of \$5,000. If the Developer withdraws the application, the City Governing Body elects not to create the District or does not approve the Housing Plan, or Kansas Secretary of Commerce elects to not approve the application, the City shall keep the application fee to reimburse it for the costs of processing and reviewing the application. The Developer shall not be entitled to any refund of the fee.

Within thirty (30) days of receipt of a complete District Application, the City Manager will direct the preparation of a resolution for consideration by the Topeka Governing Body at a regular meeting not later than sixty (60) days following the City Manager's receipt of a complete District Application. The resolution shall include:

- a) The legal description and the map provided in the District Application; and
- b) The findings required in K.S.A. 12-5244(a)(1) through (a)(4).

If the resolution is adopted by the Topeka Governing Body, the City Manager or designee will provide for publication of the adopted resolution as required in K.S.A. 12-5244(b) and will request approval by the Kansas Secretary of Commerce in the manner provided in K.S.A. 12-5244(c).

2. Creation of a Housing Development Plan. Once the Kansas Secretary of Commerce has approved creation of a district, one or more housing developers may petition the City Manager for the execution of a housing development plan within such district. This petition will need to include all of the following:

- (a) Narrative describing the overall development plan specifically addressing how the plan meets the policy goals of the Housing Study.
- (b) A legal description of the proposed project area if such project area is not coterminous with the district boundaries.
- (c) A map of the proposed project area if such project area is not coterminous with the district boundaries.
- (d) A table (Excel format preferred) listing (i) each parcel within the proposed project area, listing the current Shawnee County assessed valuation of land and improvements separately and (ii) the property owner's name and address for each parcel.
- (e) A narrative and a graphical description of the housing and public facilities that the developer will construct or improve, and the location of each within the project area.
- (f) A narrative describing any improvements the developer expects the City to make to support the planned project, including any on or off-site public infrastructure and coordination with other public agencies, etc.

- 179 (g) A listing of the names, addresses and specific interests in real estate in the
180 project area of the housing developer(s) responsible for development of the
181 housing and public facilities in the project area.
182 For the purpose of this requirement, "housing developer(s)" means both the
183 name of the business entity or entities, and the natural persons comprising
184 the ownership of such entity or entities.
- 185 (h) A detailed total development cost budget for the housing and other
186 improvements to be constructed including an identification of costs for which
187 the developer will seek reimbursement from RHID proceeds.
- 188 (i) A narrative describing all public incentives sought in support of the planned
189 project (including those that might be provided by other government
190 agencies, foundations or non-profits), including identification of whether the
191 developer seeks potential bond financing related to the RHID.
- 192 (j) A detailed construction schedule, identifying any phasing of construction
193 anticipated.
- 194 (k) A detailed financial pro forma, showing the operation of the project over the
195 life of the RHID, including sufficient detail on assumptions so the City may
196 determine, among other things, the developer's expectations for the number
197 and potential valuation of housing units to be constructed, the developer's
198 expected private financing for the project (including debt, equity and other
199 sources), and sufficient other detail to permit the City to make the required
200 statutory finding as provided in K.S.A. 12-5245(a)(7).
- 201 (l) A detailed description of the contractual assurances the developer is willing
202 to make, including any financial guarantees it is willing to provide, to
203 "guarantee the financial feasibility" of the project, all as required by K.S.A.
204 12-5245(a)(6) (together, the "Housing Development Plan"), along with
205 commercially reasonable information evidencing developer's financial and
206 operational capabilities to effect the proposed project as presented.

207
208 Unless there are extenuating circumstances, within fifteen (15) days of receipt of a
209 complete Housing Development Plan, the City Manager will direct the City's Finance
210 Director, or other City Manager designee, to review the Housing Development Plan for
211 completeness (compared both to statutory requirements and the requirements of this
212 policy), to prepare a financial analysis of the developer's proposal and to provide a written
213 report to the City in conformance with K.S.A. 12-5245(a)(7).

214
215 Also, within fifteen (15) days of receipt of the complete Housing Development Plan, the
216 Developer shall enter into a funding agreement with the City under which the developer(s)
217 will agree to pay the City sufficient moneys to cover the City's costs in analyzing and
218 effecting the Housing Development Plan.

219
220 The City's Finance Director may request additional information from the developer to
221 assist in its analysis and the developer may request to provide certain information directly
222 to the City's Finance Director, particularly with respect to its financial capacity to perform.
223 The Finance Director may also consider: (a) the extraordinary or unique costs of the
224 housing development plan; (b) the developer's (and its shareholders'/partners'/members')

compliance with other City development agreements; (c) the creditworthiness of the developer; and (d) the experience of the developer constructing, completing and managing projects of a similar nature, scale and complexity. The City's Finance Director will provide its written report in draft to the City Manager within thirty (30) days after receipt of the Housing Development Plan and any supplemental information it requests of the developer.

As authorized under the Kansas Open Records Act, the City will treat as confidential any such sensitive financial information provided by the applicant or its guarantors to the City's Finance Director, other city advisors or legal counsel, and will, if requested, enter on the City's behalf into a 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.

Concurrently with the City Finance Director's work, the City Manager will coordinate with City departments, as applicable, to identify any concerns with the City's ability to support the proposed project, including, but not limited to, availability of utilities, the cost to construct public infrastructure identified by the developer as the City's responsibility, traffic considerations and the ability to provide public safety services to the project, etc.

3. RHID Review Team. Within fifteen (15) days of receipt of the City Finance Director's draft analysis, the City Manager will convene a meeting of the RHID Review Team to include: the Mayor, Deputy Mayor, affected district council member(s), City Manager, Finance Director, Public Works Director, Utilities Director, Planning Director and City Attorney. In the absence of one of the named members above, the City Manager may designate alternative members to the RHID Review Team as appropriate. The RHID Review Team will review the Housing Development Plan, the City Finance Director's draft analysis and the City Manager's review of the City's ability to support the project, and may call on the financial advisor, City bond counsel and other resources to assist in its deliberations.

After reviewing the information presented, the RHID Review Team may (i) request the City Manager to seek additional information or provide additional analysis; (ii) make a recommendation to the Governing Body to establish the District and approve the plan with or without conditions; or (iii) not approve the plan.

In the event the RHID Review Team requests the City Manager obtain additional information from the developer, it will include a reasonable timeline for the completion of such additional work and a schedule for its reconsideration. Upon reconsideration, the RHID Review Team may take one of the actions identified above.

In the event the RHID Review Team makes a recommendation to not approve, the City Manager will report on the action of the RHID Review Team at a future Governing Body meeting.

In the event the RHID Review Team makes a recommendation of approval:

- 271
- 272 (a) The City Attorney, or appropriate designee, will prepare the resolution
- 273 contemplated in K.S.A. 12-5245(b), setting a date for a public hearing on
- 274 the creation of the district for inclusion on a regular City Governing Body
- 275 agenda within thirty (30) days of the action of the RHID Review Team.
- 276 (b) The City Attorney, or appropriate designee, will draft a development
- 277 agreement and enter into negotiations with the developer and its counsel
- 278 on the contents of such development agreement. The purpose of the
- 279 development agreement will be to translate into contract form the rights,
- 280 responsibilities and obligations of both the City and the developer in the
- 281 implementation of the housing development plan. The City Attorney may
- 282 involve the City's financial advisor, bond counsel and other resources in the
- 283 development and review of the development agreement.
- 284 (c) The City's Finance Director will finalize its analysis for inclusion in the
- 285 Governing Body agenda packet and will incorporate any provisions from the
- 286 development agreement that might affect its analysis.
- 287 (d) The City Manager will work with appropriate City departments to review
- 288 project budgets for any capital improvements required to effect the housing
- 289 development plan.
- 290 (e) The City Planning Director, or appropriate designee, will work with the
- 291 developer to effect any planning and zoning approvals required to effect the
- 292 housing development plan.
- 293

294 4. Governing Body Review and Approval. Once a housing development plan

295 is recommended for approval from the RHID Review Team, it will appear on the

296 Governing Body agenda as follows:

297

- 298 (a) A resolution setting a public hearing on the creation of the district, consistent
- 299 with the requirements of K.S.A. 12-5245(b), at least thirty (30) and not more
- 300 than seventy (70) days from the adoption date of this resolution.
- 301 (b) After this public hearing is held, at the same meeting or at a subsequent
- 302 meeting, the Governing Body may consider an ordinance creating the
- 303 district and adopting the housing development plan.
- 304 (c) At the meeting at which the Governing Body considers the ordinance
- 305 creating the district and adopting the housing development plan it will also
- 306 consider:
- 307 i. Approval of the fully-negotiated development agreement(s) with the
- 308 housing developer(s) for the project(s).
- 309 ii. Approval of any other City-provided incentives related to the
- 310 project(s).
- 311 iii. Approval of project budgets related to any City-financed
- 312 infrastructure related to the project(s) including the adoption or
- 313 amendment of the CIB/CIP, if necessary.
- 314 iv. Approval of any planning or zoning matters required to effect the
- 315 project(s).

- (d) The effectiveness of all such related matters will be conditioned upon the RHID district creation ordinance surviving the thirty (30) day veto period of Shawnee County and any affected school district.

SECTION THREE: INCENTIVE STRUCTURE

1. Presumption of Pay-As-You-Go Incentives. The City will begin negotiations with housing developers with the presumption that it will structure RHID incentives on a pay-as-you-go basis.

2. Reimbursable Costs. The City will generally consider all statutorily-permitted uses of RHID proceeds as reimbursable costs (see K.S.A. 12-5249); provided, however, the City will generally not reimburse land acquisition costs from owners affiliated with the housing developer unless the developer provides evidence of its actual acquisition costs from a bona fide arms-length purchase from an unaffiliated owner or the housing developer can provide satisfactory evidence to the City Manager that the land acquisition was purchased at fair market value which may include the cost of reimbursing delinquent special assessments or other delinquent taxes from an owner affiliated with the housing developer and that the reimbursement of the acquisition costs satisfy the public purpose doctrine.

3. Downtown. Buildings or structures must be more than twenty-five (25) years old and used primarily for residential use located in the central business district or in a business or commercial district within a qualified census tract as approved by the Secretary of Commerce. Certification of the building/structure's age must be provided to the Secretary of Commerce. Improvements are limited to the second or higher floors. Improvements for commercial purposes are not eligible. K.S.A. 12-5249

4. Bonds. The City will generally not consider the issuance of special obligation bonds. A housing developer may petition the City Manager in writing to issue bonds secured by the proceeds of an RHID if:

- (a) The project is complete, leased-up (multifamily)/substantially occupied (single family) and stabilized (multifamily).
- (b) Shawnee County has completed at least four (4) tax valuations of the district.
- (c) RHID-eligible costs exceed \$3 million.

Upon receiving a petition for bond issuance, the City Manager will engage the City's financial advisor to assess the feasibility of bond issuance given the track record of the project, the potential size of the financing and then-current market conditions. If the City's financial advisor determines that a bond financing would be feasible and par offered would be likely to exceed \$3 million, the financial advisor will report its findings to the City Manager along with an estimate of the potential transaction costs to effect the financing.

If a bond financing would be feasible, upon receipt of the financial advisor's findings, the City Manager will communicate the findings with the housing developer to determine whether the housing developer desires to proceed. If the housing developer desires to proceed, the City Manager will, within fifteen (15) days, convene the RHID Review Team to evaluate the housing developer's petition for bond issuance and the financial advisor's report.

After reviewing the information presented, the RHID Review Team may (i) request the City Manager seek additional information or provide (or commission) additional analysis; (ii) decline to advance the housing developer's petition for bond issuance; or (iii) direct the City Finance Director to proceed with execution of a potential bond issuance.

Upon direction from the RHID Review Team to proceed, the Finance Director will coordinate with the City's financial advisor and bond counsel to commence execution of a bond financing. The financial advisor will advise on method of sale and will assist the Finance Director in the selection of one or more underwriters for the financing. City bond counsel will prepare a bond sale intent resolution, describing the intended sale and authorizing appointment of the underwriter, directing staff and advisors/counsel to effect the financing, and causing the preparation of customary bond and sale documents.

Within thirty (30) days of bond counsel's preparation of the bond sale intent resolution, the City Manager will calendar the resolution for consideration by the Governing Body. If the Governing Body adopts the bond sale intent resolution, the City will use its best efforts to cause the issuance of the bonds.

5. No Issuance by Third Parties. The City will not consent to and will include language in any development agreement prohibiting the issuance of bonds by any third-party on behalf of the developer to be secured by an assignment of the developer's rights under the development agreement. For the purposes of clarity, this language is not intended to prevent or preclude developer's collateral assignment of the development agreement to a bank to secure the developer's private financing of the project.

SECTION FOUR: HOUSING DEVELOPER GUARANTEES

1. Assurances Required. The City interprets K.S.A. 12-5245(a)(6) as requiring that housing developers provide contractual assurances of their performance under a development agreement related to an RHID project. The City will expect a housing developer to offer one or more of the following contractual assurances of performance as part of the development agreement. The City does not expect a developer to provide all of these contractual assurances and will work with the developer on what is the most appropriate assurance for a particular project:

- (a) A firm commitment to construct and complete a substantial percentage of the housing units and related infrastructure proposed in its Housing Development Plan within a specified timeframe.

- (b) A performance and payment bond sufficiently sized to cause completion of a substantial percentage of the housing units and infrastructure proposed in its Housing Development Plan.
- (c) A bank letter of credit sufficiently sized to secure completion of a substantial percentage of the housing units and infrastructure proposed in its Housing Development Plan.
- (d) Personal financial guarantees of one or more owners of the developer to ensure completion of a substantial percentage of the housing units and infrastructure proposed in its Housing Development Plan.
- (e) Other contractual assurances that, in the sole determination of the City, meet the intent of the statute.

SECTION FIVE: CITY REMEDIES IN THE EVENT OF DEVELOPER DEFAULT

Each development agreement will identify the conditions under which a developer may cause a default under the agreement. The City may impose one or more of the following remedies if a default occurs and is not cured timely:

- (a) Reduction to or elimination of the amount of RHID proceeds that can be used to reimburse eligible costs.
- (b) Shortening of the expiration of the RHID incentive.
- (c) Cross-default against other incentives granted by the City.
- (d) Other penalties or claw backs unique to each development agreement.

NOW, THEREFORE BE IT FURTHER RESOLVED that Resolution Nos. 9379 and 9452 are hereby rescinded.


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

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
July 8, 2025

DATE: July 8, 2025
CONTACT PERSON: Josh McAnarney, DOCUMENT #:
Budget and Finance
Division Manager
SECOND PARTY/SUBJECT: TMTA Revenue Neutral PROJECT #:
Rate (RNR) - 2026
Proposed Budget
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 07-01-25. JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Dr. Robert M. Perez, notifying the County Clerk of: (1) a proposed intent to exceed the revenue neutral rate for the Topeka Metro Transit Authority (TMTA); (2) the proposed tax rate; and (3) the date, time and location of the public hearing to consider adopting a budget that exceeds the revenue neutral rate.

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

(Approval would notify the County Clerk that the City, as the entity responsible for levying a tax on behalf of the TMTA, is considering adopting a 2026 budget that would include exceeding the TMTA's revenue neutral rate (RNR).)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Approval would notify the County Clerk that the City, as the entity responsible for levying a tax on behalf of the TMTA, is considering adopting a 2026 budget that would include exceeding the TMTA's revenue neutral rate (RNR).)

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The City is responsible for levying a tax on behalf of the TMTA in the amount of 4.2 mills, the proceeds of which are used by the TMTA for transit services. The levy is included as part of the City's budget. As such, K.S.A. 79-2988, as amended, prohibits the City from imposing a tax rate in excess of the TMTA's RNR unless certain procedures are followed. Those procedures include notifying the County Clerk, holding a public hearing and passing a resolution should the body decide to adopt a 2026 budget that includes a tax levy for the TMTA that exceeds the TMTA's RNR. The first procedural step is to notify the County Clerk of the Governing Body's intent, identify a proposed tax rate, and indicate the date, time and location of the public hearing. Passing this Resolution does not mean that the Governing Body is obligated to adopt a budget that includes exceeding the TMTA's RNR

BUDGETARY IMPACT:

Notification to the County Clerk has no budget implications.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:**Description**

Resolution

TMTA Operating Budget FY 2026 (July 2025 - June 2026)

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Dr. Robert M. Perez notifying the County Clerk of: (1) a proposed intent to exceed the revenue neutral rate for the Topeka Metro Transit Authority (TMTA); (2) the proposed tax rate; and (3) the date, time and location of the public hearing to consider adopting a budget that exceeds the revenue neutral rate.

WHEREAS, pursuant to Topeka Municipal Code Section A9-2, the Governing Body must levy a tax of 4.2 mills, the proceeds of which are used by the TMTA for transit services; and

WHEREAS, the TMTA mill levy is included in the City's budget for calendar year 2026; and

WHEREAS, K.S.A. 79-2988 prohibits a taxing subdivision from levying a tax rate in excess of the revenue neutral rate ("RNR") determined by the County Clerk unless certain procedures are followed; and

WHEREAS, K.S.A. 79-2988 requires the County Clerk, by June 15, 2025, to notify the TMTA of the TMTA's RNR; and

WHEREAS, the TMTA has requested that the Governing Body notify the County Clerk of a proposed intent to exceed the TMTA's RNR which is 3.999; and

WHEREAS, on July 1, 2025, the Governing Body met to discuss the TMTA's request; and

WHEREAS, K.S.A. 79-2988 requires the Governing Body to notify the County Clerk on or before July 20, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS that this Resolution shall constitute notice to the County Clerk of the Governing Body's proposed intent to adopt a resolution exceeding the

28 TMTA's RNR.

29 BE IT FURTHER RESOLVED THAT:

30 1. The Governing Body adopts a proposed tax rate for the TMTA at 4.2 mills.

31 2. The public hearing to entertain public comment regarding possible adoption of
32 a 2026 budget that exceeds the TMTA's RNR of 3.999 shall take place on August 6th,
33 2025, at 6:00 p.m. in the City Council Chambers, 214 SE 8th Street, Topeka, Kansas.

34 3. The City Clerk is directed to provide a certified copy of this Resolution to the
35 County Clerk on or before July 20, 2025.

36 4. This resolution shall take effect and be in force immediately upon its adoption.

37

38 ADOPTED and APPROVED by the Governing Body on _____.

39 CITY OF TOPEKA, KANSAS

40

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42

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44

Michael A. Padilla, Mayor

45 ATTEST:

46

47

48

49

50 _____
Brenda Younger, City Clerk

Topeka Metropolitan Transit Authority**Final**

Operating Budget - Submit to City of Topeka

Fiscal Year 2026 (July 2025 through June 2026)

EXPENSE CATEGORY	FY-2025 Budget	FY-2026 Budget	Budget Variance	Percent Change
Wages	4,145,568	4,535,916	390,348	9.4%
Fringe Benefits	2,408,887	2,640,230	231,344	9.6%
Maintenance Services	1,329,458	473,969	(855,489)	-64.3%
Administration & Advertising	101,814	98,214	(3,600)	-3.5%
Professional Services	530,836	624,539	93,703	17.7%
Parts & Supplies	1,471,089	1,502,372	31,283	2.1%
Insurance	235,029	225,465	(9,564)	-4.1%
Utilities	152,042	152,498	456	0.3%
Total Operating Expenses	10,374,723	10,253,203	(121,519)	-1.2%
Capital Purchases	5,328,061	3,555,464	(1,772,597)	-33.3%
Total Expenses	15,702,784	13,808,667	(1,894,116)	-12.06%

REVENUE CATEGORY	FY-2025 Budget	FY-2026 Budget	Budget Variance	Percent Change
Operating Revenue				
Fares	688,080	693,480	5,400	0.8%
Advertising, Interest & Miscellaneous	894,147	967,646	73,499	8.2%
Federal Funds	2,900,000	2,900,000	0	0.0%
State & Local Funds	853,693	736,037	(117,656)	-13.8%
Mill Levy	6,847,385	7,075,072	227,687	3.3%
Total Revenues	12,183,305	12,372,235	188,930	1.55%
Excess/(Deficit)	(3,519,479)	(1,436,432)	2,083,047	-59.19%

Topeka Metropolitan Transit Authority

Mill Levy Request - Submit to City of Topeka
Based on Estimated Assessed Valuation
Fiscal Year 2026

Final

Since our budget is on a fiscal year basis and the mill levy is on a calendar year basis, the budget for the following fiscal year must also be considered. This results in a levy different from the requirement for the upcoming fiscal year.

All mills are based on the estimated assessed valuation.

The projections for Motor Vehicle, Ad Valorem, Recreational Vehicle taxes, delinquencies and the Neighborhood Revitalization Act (NRA) have been included in the calculation.

Local Funds Required	FY2026	2026	FY2027
Wages & Benefits	7,176,146	7,391,431	7,606,715
All Other Expenses	6,632,521	6,831,497	7,030,472
Total Expenses		14,222,927	
Less: Funds on Hand - 1/1/26 Estimate		844,020	
Budgeted Revenues & Funding		2,648,582	
Motor Vehicle Taxes		500,597	
Delinquency Tax Receipts		85,000	
Recreational & Tagged Vehicle		3,322	
16/20M Tagged Vehicles		1,179	
Watercraft		1,846	
CMV Fees		21,960	
Excise Tax		9,331	
IRB Estimate		0	
		10,107,091	
Plus: NRA Rebate		73,639	
Delinquency Expectation	1.510%	100,308	
Other		0	
Funds Required for Calendar Year		10,281,038	6.500 (limited to 4.2)
Levy Requested			
July 1, 2025 Valuation Estimate	\$1,581,647,989		7,092,209 Initial Mill Levy Calculation
Levy Requested	4.200	6,642,922	7,075,072 93% 7% Final Mill Levy Calculation

Tax Year 2022 Revenue Neutral Rate Calculation \$4,988,277.31	Tax Year 2022 Mill Levy Before Other Taxes \$5,154,042.00	FY2022 Mill Levy Including Other Taxes \$5,453,976.00
Tax Year 2023 Revenue Neutral Rate Calculation \$5,155,341.64	FY2023 Mill Levy Before Other Taxes \$5,591,819.96	FY 2023 Mill Levy Including Other Taxes \$5,900,446.97
Tax Year 2024 Revenue Neutral Rate Calculation \$5,618,471.28	FY2024 Mill Levy Before Other Taxes \$6,082,722.75	FY 2024 Mill Levy Including Other Taxes 6,319,144.00
Tax Year 2025 Revenue Neutral Rate Calculation \$6,126,651.83	FY2025 Mill Levy Before Other Taxes \$6,361,733.06	FY 2025 Mill Levy Including Other Taxes 6,847,385.00
Tax Year 2026 Revenue Neutral Rate Calculation \$6,357,115.64	FY2026 Mill Levy Before Other Taxes \$6,642,921.55	FY 2026 Mill Levy Including Other Taxes 7,092,209.44

Final Mill Levy Calculation for 2026	Take the FY25 Mill Levy Amount times 7% Take the FY26 Mill Levy Amount times 93%	We receive roughly 7% of our Mill Levy Income in July to Dec time period. We receive roughly 93% of our Mill Levy Income in Jan to June time period.
FY25	\$479,316.95	
FY26	<u>\$6,595,754.78</u>	
Total Mill Levy for FY26	\$7,075,071.73	
Amount To Be Subtracted for 93% 7% Calculation	\$17,137.71	

NRA Rebate Calculation Take Line 7 on the Clerk's Info for the upcoming year divided by 1,000 and then multiply by our mill levy rate.	\$73,639
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Delinquency Expectation - Using 1.51% from Line on the Clerk's Info	Delinquency Tax Receipts - Using \$85,000 per City expectation. This is an accurate estimate.
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City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 8, 2025

DATE: July 8, 2025
CONTACT PERSON: Josh McAnarney, DOCUMENT #:
Budget and Finance
Division Manager
SECOND PARTY/SUBJECT: City of Topeka Revenue PROJECT #:
Neutral Rate (RNR) -
2026 Proposed Budget
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 07-01-25. JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Dr. Robert M. Perez, notifying the County Clerk of: (1) a proposed intent to exceed the revenue neutral rate for the City of Topeka's 2026 budget; (2) the proposed tax rate; and (3) the date, time and location of the public hearing to consider adopting a budget that exceeds the revenue neutral rate.

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

(Approval would notify the County Clerk of the Governing Body's intent to consider adopting a budget for 2026 that exceeds the Revenue Neutral Rate (RNR).)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to notify the County Clerk of the Governing Body's intent to consider adopting a budget for 2026 that exceeds the revenue neutral rate (RNR) provided by the County Clerk.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

KSA 79-2988, as amended, requires the County Clerk, by June 15, 2025, to notify the City of the City's 'revenue neutral rate' (RNR) for purposes of adopting the 2025 budget. If the Governing Body chooses to consider exceeding this RNR, state law requires compliance with certain procedures, including notifying the County Clerk, holding a public hearing and passing a resolution should the body decide to adopt a 2026 budget that exceeds the RNR. The first procedural step is to notify the County Clerk of the Governing Body's intent, identify a proposed tax rate, and indicate the date, time and location of the public hearing. Passing this Resolution does not mean that the Governing Body is obligated to adopt a budget that exceeds the RNR.

BUDGETARY IMPACT:

Notification to the County Clerk which has no budget implications.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

Presentation (July 1, 2025 GB Meeting)

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by City Manager Dr. Robert M. Perez notifying the County
4 Clerk of: (1) a proposed intent to exceed the revenue neutral rate for
5 the City of Topeka; (2) the proposed tax rate; and (3) the date, time
6 and location of the public hearing to consider adopting a budget that
7 exceeds the revenue neutral rate.
8

9 WHEREAS, K.S.A. 79-2988 prohibits a taxing subdivision from levying a tax rate
10 in excess of the revenue neutral rate ("RNR") determined by the County Clerk unless
11 certain procedures are followed; and

12 WHEREAS, K.S.A. 79-2988 requires the County Clerk, by June 15, 2025, to notify
13 the City of the City's RNR; and

14 WHEREAS, on July 1, 2025, the Governing Body met to discuss the RNR and
15 whether to consider notifying the County Clerk of the City's propose intent to adopt a 2026
16 budget that exceeds the RNR of 35.183; and

17 WHEREAS, K.S.A. 79-2988 requires the Governing Body to notify the County
18 Clerk on or before July 20, 2025.

19 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
20 CITY OF TOPEKA, KANSAS that this Resolution shall constitute notice to the County
21 Clerk of the Governing Body's proposed intent to adopt a resolution exceeding the City's
22 RNR.

23 BE IT FURTHER RESOLVED THAT:

24 1. The Governing Body adopts a proposed tax rate of 37.956 mills.

25 2. The public hearing to entertain public comment regarding possible adoption of
26 a 2026 budget that exceeds the RNR of 35.183 shall take place on August 26, 2025, at
27 6:00 p.m. in the City Council Chambers, 214 SE 8th Street, Topeka, Kansas.

3. The City Clerk is directed to provide a certified copy of this Resolution to the County Clerk on or before July 20, 2025.

4. This resolution shall take effect and be in force immediately upon its adoption.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



CITY OF
TOPEKA



Mill Levy and Revenue Neutral Rate Information

General Information

- SNCO provides the total assessed property valuations and the revenue neutral rate (RNR)
- RNR is the tax rate that would generate the same property tax revenue as what was collected the previous year
- Council votes whether to possibly exceed the RNR, sets maximum mill levy rate, and a public hearing date



- Property Tax in FY 2024 accounted for 32% of General Fund Revenue
- **1 mill = \$1,510,192.51**
- **Current COT Mill Rate = 36.956**
 - General Fund Mill = 26.557
 - Debt Service Mill = 9.718
 - Special Liability Mill = .681
- **Revenue neutral rate = 35.183**
 - If the City maintains the current rate instead of the revenue neutral rate, it would generate \$2,677,571.32 more in property taxes.



Cost to Residential Property Owners for COT Portion

4

Various Mill Rates	\$150,000 Appraised Property	\$200,000 Appraised Property	\$250,000 Appraised Property	\$300,000 Appraised Property
RNR Rate @ 35.183	\$606.91	\$809.21	\$1,011.51	\$1,213.81
Current COT Mill Rate @ 36.956	\$637.49	\$849.99	\$1,062.49	\$1,274.98
+1 Mill Rate @ 37.956	\$654.74	\$872.99	\$1,091.24	\$1,309.48
+/- 1 from Current Mill Rate	\$17.25	\$23.00	\$28.75	\$34.50





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

DATE: July 8, 2025
CONTACT PERSON: Mat Mullen, Senior Attorney DOCUMENT #:
SECOND PARTY/SUBJECT: Dynamic Core TIF PROJECT #:
Redevelopment District
- Removal of Property
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the removal of certain real property from the Dynamic Core Redevelopment District.

(Approval would remove the listed properties from the Dynamic Core TIF District because the properties have been approved for participation in the neighborhood revitalization rebate program.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to comply with Ordinance No. 20228's requirement that the Governing Body remove properties from the Dynamic Core TIF District that meet the criteria for a property tax rebate in accordance with the Neighborhood Revitalization Program (NRP)

STAFF RECOMMENDATION:

Discussion only. Staff recommends the Governing Body move to approve the ordinance as part of the Consent Agenda.

BACKGROUND:

The ordinance establishing the Dynamic Core (downtown) TIF District requires that the Governing Body remove properties from the TIF if the properties meet the criteria for the NRP. Seven properties meet that criteria. As such, they should be removed from the District.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Ordinance

(Published in the Topeka Metro News on _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, removing certain real property from the Dynamic Core Redevelopment District.

WHEREAS, Ordinance No. 20228 – which establishes the Dynamic Core Redevelopment District (“District”) – requires the Governing Body to remove properties from the District that meet the criteria for a property tax rebate in accordance with a Neighborhood Revitalization Program (“NRP”); and

WHEREAS, seven properties located in the District have satisfied the requirements for securing an NRP rebate; and

WHEREAS, K.S.A. 12-1771(g) authorizes the Governing Body to remove real property from a redevelopment district.

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

Section 1. The following properties are removed from the District:

735 S. Kansas Ave. (AIM Strategies Inc.)
913 S. Kansas Ave. (AIM Strategies Inc.)
214-216 S.W. 7th St. (Beckley Chiropractic)
424 S. Kansas Ave. (QOZB L.L.C.)
206 S.W. Harrison St. (Shawn & Sara Fields)
222 S.W. 7th St. (Wheat State Real Estate L.L.C.)

Section 2. The City Clerk is directed to provide a copy of the Ordinance to the County Clerk.

Section 3. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on _____.

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CITY OF TOPEKA, KANSAS

Michael 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
July 8, 2025

DATE: July 8, 2025
CONTACT PERSON: DOCUMENT #:
SECOND PARTY/SUBJECT: Public Comment PROJECT #:
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Governing Body Rule 5.5

(c) **Public Comment on a specific agenda item:** Comments from members of the public concerning a specific agenda item will be heard at the time the item is considered. Persons will be limited to addressing the governing body one (1) time on a particular matter unless otherwise allowed by a vote of six (6) or more members of the governing body.

(d) **General public comment:** Requests by members of the public to speak during the public comment portion of a regular governing body meeting will be placed on the agenda on a "first-come, first-served" basis. The request should state the name of the individual(s) desiring to be heard. Each such individual shall be limited to addressing the governing body one (1) time and his or her comments shall be limited to topics directly relevant to business of the governing body; provided however, that comments pertaining to personnel and litigation matters shall not be allowed.

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules 5.6 and 5.7, the following protocols for public comment apply:

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.
- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.

The following behavior will not be tolerated from any speaker:

- Uttering fighting words
- Slander
- Speeches invasive of the privacy of individuals (no mention of names) Unreasonably Loud Speech
- Repetitious Speech or Debate
- Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at atcclerk@topeka.org 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: