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

Governing Body Agenda

July 15, 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. CONSENT AGENDA:

A. Resolution - Topeka Mela at Evergy Plaza - Noise Exception

RESOLUTION introduced by Councilmember Karen Hiller, granting Dean Patel an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 1)*

(Approval would allow for outdoor amplified music and sound during the hours of 5:00 p.m. and 10:00 p.m., at 630 S. Kansas Avenue "Evergy Plaza" on August 2, 2025.)

B. Resolution - Most Worshipful Hall Grand Lodge Community Day - Noise Exception

RESOLUTION introduced by Councilmember Karen Hiller, granting Jonte' Gold an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 1)*

(Approval would allow for outdoor amplified music and sound during the hours of 8:00 a.m. and 12:00 p.m., at 214 SW 14th Street on August 9, 2025.)

C. Ordinance - Expenditures – May 31, 2025 to June 27, 2025

ORDINANCE introduced by City Manager Dr. Robert M. Perez, allowing and approving City expenditures for the period May 31, 2025 to June 27, 2025 and enumerating said expenditures therein.

(Approving City expenditures in the amount of $34,587,285.51)

D. Ordinance - Dynamic Core TIF District - Removing Neighborhood Revitalization Program Properties

ORDINANCE introduced by City Manager Dr. Robert M. Perez, removing 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.)

E. Professional Services Contract - Finney and Turnipseed, Transportation and Civil Engineering, LLC - 2025 Biennial Bridge Inspections 121022.02

APPROVAL of a professional engineering contract between the City of Topeka and Finney and Turnipseed, Transportation and Civil Engineering, LLC for the 2025 Biennial Bridge Inspection process, including inventory and appraisal of urban secondary and off-system bridges.

(Approval will authorize the City Manager to sign and execute the contract for a total not-to-exceed amount of $68,800.00.)

F. Professional Services Contract - SBB Engineering LLC - Shadywood West Neighborhood Street Maintenance Project 841098.05

APPROVAL of a professional engineering contract between the City of Topeka and SBB Engineering LLC, for the design and construction documents related to the roadway improvement project for the Shadywood West Neighborhood CIP No. 841098.05.

(Approval will authorize the City Manager to sign and execute the contract for a total not-to-exceed amount of $224,769.00.)

G. MINUTES of the regular meeting of July 8, 2025.

H. APPLICATIONS:

3. ACTION ITEMS:

A. Public Hearing and Ordinance - Establishing 30th and Topeka Boulevard TIF District

PUBLIC HEARING to consider the establishment of the 30th and Topeka Boulevard Tax Increment Finance (TIF) Redevelopment District for property located at 2950 SW Topeka Boulevard, Topeka, Kansas.

ORDINANCE introduced by City Manager Dr. Robert M. Perez, establishing a Tax Increment Finance Redevelopment District within the City (30th and Topeka Boulevard) pursuant to K.S.A. 12-1770 et seq.

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

(The general nature of the proposed TIF Project is to promote the redevelopment and revitalization of a commercial development of approximately 2.66 acres)

B. Public Hearing - 30th and Topeka Blvd Community Improvement District

PUBLIC HEARING to consider the advisability of establishing a Community Improvement District (CID) at 30th and Topeka Boulevard, pursuant to K.S.A. 12-6a26 et seq.

(Public hearing for the purpose of gathering public input on the establishment of the CID.)

C. Ordinance - Abraham Real Estate LLC - SE 21st and Adams Rezoning (Z25/04)

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at the northwest intersection of SE 21st Street and SE Adams Street from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District. *(Z25/04) (Council District 3)*

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

(Approval will allow for the development of a convenience store and gas station.)

D. Ordinance - Chad Gerhardt - Meier's Place (Z25/03)

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on a 16-acre property located near the southeast intersection of NW Lyman Road and NW Vail Avenue from "R-1" Single Family Dwelling District all to "M-1" Two Family Dwelling District. *(Z25/03) (Council District No. 2)*

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

(Approval will allow for the development of a maximum of 40 duplexes (80 units) along with associated public infrastructure.)

E. Resolution - Reinvestment Housing Incentive District (RHID) Policy Amendment

RESOLUTION introduced by City Manager Dr. Robert M. Perez, amending City of Topeka's policy for Reinvestment Housing Incentive Districts to add Capitalization Rate Criteria and rescinding Resolution No. 9627. *(Policy and Finance Committee recommended approval on July 8, 2025.)*

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

(Approval would amend the policy to include Capitalization Rate Criteria.)

F. Resolution - Amending the 2025-2027 CIB and 2025-2034 CIP- SE 29th Street from Kansas Avenue to Adams Street Project No. 701039.00

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers David Banks, Sylvia Ortiz and Neil Dobler, amending the 2025-2027 CIB and 2025-2034 CIP to provide additional funding for Project No. 701039.00 for street improvements to SE 29th Street from Kansas Avenue to Adams Street. *(This item will be considered by the Public Infrastructure Committee on July 15, 2025.)*

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

(The total project budget is $4,024,050 for street improvements to SE 29th Street from Kansas Avenue to Adams Street.)

G. Resolution - SE 29th Street from Kansas Avenue to Adams Street Project No. 701039.00

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project No. 701039.00 for street improvements on SE 29th Street from Kansas Avenue to Adams Street. *(This item is being considered by the Public Infrastructure Committee on July 15, 2025.)*

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

(Total project budget of $8,153,299 for street improvements, utility improvements, traffic signal installation and bridge repair on SE 29th Street from Kansas Avenue to Adams Street.)

H. Ordinance - Lauren's Bay Community Improvement District (CID) Projects Special Assessments

ORDINANCE introduced by City Manager Dr. Robert M. Perez levying special assessments on certain property to pay the acquisition costs of certain improvements in the City of Topeka, Kansas, including costs authorized by K.S.A. 10-116a, as heretofore authorized by Ordinance No. 20556; and providing for the collection of such special assessments.

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

(Approval would authorize the refinancing and redistribution of the future special assessments on the lots over a new 20-year period contingent upon the establishment of a Community Improvement District (CID).)

4. NON-ACTION ITEMS:

A. Discussion - Deferral of Special Assessments for Land Bank Properties

DISCUSSION concerning the Agreement of the Governing Body with the City of Topeka Land Bank to defer City special assessments to certain property in the Land Bank until said special assessments are re-amortized by the Community Improvement District (CID).

(The Land Bank purchased the three properties at tax sale, the special assessments remain tied to the properties unless by agreement the Land Bank and Governing Body agree to defer the specials assessments pursuant to K.S.A. 12-5909(e).)

B. Discussion - 2026 Budget Overview Presentation

DISCUSSION related to the City of Topeka 2026 Operating Budget.

(Discussions will continue through the months of July, August and September.)

5. 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/.

6. ANNOUNCEMENTS:

7. 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.)

8. ADJOURNMENT:

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Councilmember Karen Hiller**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Dean Patel**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**020 Resolutions / 005 Miscellaneous**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Karen Hiller, granting Dean Patel an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 1)*

(Approval would allow for outdoor amplified music and sound during the hours of 5:00 p.m. and 10:00 p.m., at 630 S. Kansas Avenue "Evergy Plaza" on August 2, 2025.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to Dean Patel for their Topeka Mela at Evergy Plaza on August 2, 2025.

STAFF RECOMMENDATION:

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

BACKGROUND:

Dean Patel is requesting the noise exception due to amplified music/sound at the event.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution - Topeka Mela - Noise Exception

RESOLUTION NO. _____

A RESOLUTION introduced by Councilmember Karen HIller granting Dean Patel an exception to the provisions of City of Topeka Code Section 9.45.150, et seq. concerning noise prohibitions.

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

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

WHEREAS, Dean Patel has requested that they be granted an exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for the purposes, dates and times described herein, and

WHEREAS, upon review of the application of Dean Patel the Governing Body of the City of Topeka does hereby find that the requested activity does not offend the spirit of the findings of City of Topeka Code Section 9.45.150, et seq.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Topeka that Dean Patel is hereby granted an exception from the provisions of City of Topeka Code Section 9.45.150, et seq. for outdoor amplified music and sound at their Topeka Mela at Evergy Plaza located at 630 S. Kansas Ave

during the hours of 5:00 p.m. and 10:00 p.m. on August 2, 2025.

ADOPTED and APPROVED by the Governing Body_____.

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 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Councilmember Karen Hiller**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Jonte' Gold**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**020 Resolutions / 005 Miscellaneous**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Karen Hiller, granting Jonte' Gold an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 1)*

(Approval would allow for outdoor amplified music and sound during the hours of 8:00 a.m. and 12:00 p.m., at 214 SW 14th Street on August 9, 2025.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to Jonte' Gold for their Most Worshipful Hall Grand Lodge Community Day on August 9, 2025.

STAFF RECOMMENDATION:

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

BACKGROUND:

Jonte' Gold is requesting the noise exception due to amplified music/sound at the event.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution - Most Worshipful Hall Grand Lodge Community Day - Noise Exception

RESOLUTION NO. _____

A RESOLUTION introduced by Councilmember Spencer Duncan granting Jonte' Gold an exception to the provisions of City of Topeka Code Section 9.45.150, et seq. concerning noise prohibitions.

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

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

WHEREAS, Jonte' Gold has requested that they be granted an exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for the purposes, dates and times described herein, and

WHEREAS, upon review of the application of Jonte' Gold the Governing Body of the City of Topeka does hereby find that the requested activity does not offend the spirit of the findings of City of Topeka Code Section 9.45.150, et seq.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Topeka that Jonte' Gold is hereby granted an exception from the provisions of City of Topeka Code Section 9.45.150, et seq. for outdoor amplified music and sound at their Most Worshipful Hall Grand Lodge

Community Day located at 214 SW 14th Street during the hours of 8:00 a.m. and 12:00 p.m. on August 9, 2025.

ADOPTED and APPROVED by the Governing Body_____.

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 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Josh McAnarney, Budget and Finance Division Manager**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**City Expenditures – May 31, 2025 to June 27, 2025**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 005 Miscellaneous**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez, allowing and approving City expenditures for the period May 31, 2025 to June 27, 2025 and enumerating said expenditures therein.

(Approving City expenditures in the amount of $34,587,285.51)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Approve and allow weekly payments of valid operating expenditures, pursuant to Resolution No. 7607.

STAFF RECOMMENDATION:

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

BACKGROUND:

Pursuant to Resolution No. 7607, adopted on April 12, 2005, which provides authorization to pay for certain expenditures prior to approval by the Council in an expenditure ordinance. The expenditures being authorized by this ordinance have been previously paid, in accordance with established procedures and policies for such payments.

BUDGETARY IMPACT:

$34,587,285.51.

SOURCE OF FUNDING:

Appropriated funds and fees-for-service revenues of various City departments.

ATTACHMENTS:

Description

Ordinance
Detail AP Report for 5/31/2025 to 6/27/2025
Detail CB255 Report for 5/31/2025 to 6/27/2025

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, allowing and approving City expenditures for the period of May 31, 2025 to June 27, 2025 and enumerating said expenditures herein.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. All expenditures made or authorized to be made by issuance of checks or electronic transfers as enumerated herein, are in accordance with City of Topeka Resolution No. 7607.

Section 2. The claims and expenditures listed in Exhibit A, which is on file in the City Council Office and the City Clerk's Office and incorporated herein by said reference, are hereby allowed and approved for payment.

Section 3.

Total of 280 vendor checks written this period	1,304,874.69
Total of 1 voided vendor check	-50.00
Total of 631 ACH transfers to vendors this period	28,621,732.46
Total of 3,208 payroll electronic transfers this period	4,657,925.27
Total of 17 payroll check this period	2,803.09
Total for expenditures in this period	$34,587,285.51

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

PASSED and APPROVED by the Governing Body _____

_____
Mike Padilla, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

COUNCIL REPORT OF VENDOR PAYMENTS

Between 5/31/2025 and 6/27/2025

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
Electronic Payments				
123319	06/06/2025	EMERALD COURT REPORTING LLC	13866	**878.45**
19441	67916		878.45	
123320	06/06/2025	BETTIS ASPHALT & CONSTRUCTION	470	**19,379.72**
9502530	66699		5,250.71	
9502578	66699		9,159.37	
9502605	66699		4,969.64	
123321	06/06/2025	CONDRAY & YOUNG LLC	1067	**2,600.00**
37346	68007		2,600.00	
123322	06/06/2025	CTCR INC	1194	**12,141.15**
00003148	67335		18.00	
00003158	67335		604.80	
00003159	67335		614.25	
00003160	67335		682.50	
00003163	68117		3,400.00	
00003168	67265		44.60	
00003164	67265		4,582.80	
00003165	67265		1,617.00	
00003166	67265		317.20	
00003167	67265		260.00	
123323	06/06/2025	DAPRATO CONSTRUCTION	12961	**89,966.30**
67489 3230 SW 8	67489		36,920.00	
67500 3230 SW 8	67500		30,316.50	
67855 4127 SE 4	67855		2,190.30	
68045 24TH & BC	68045		5,173.50	
68073 113 SW PC	68073		5,453.50	
68338 8TH & SAL	68338		3,000.00	
68378 5640 SW 3	68378		2,712.50	
68389 2041 SW H	68389		4,200.00	
123324	06/06/2025	DONE RIGHT ENTERPRISES INC	13745	**10,750.00**
023826	66847		10,750.00	
123325	06/06/2025	FERGUSON ENTERPRISES INC	1639	**2,639.54**
0779439	68189		1,339.94	
0780818	68347		664.80	
0781292	68347		634.80	
123326	06/06/2025	HAGANS SR, DEEDRIC O	12319	**1,000.00**
45798.6106	68496		1,000.00	
123327	06/06/2025	29 FAIRLAWN LLC	12209	**66,328.91**
MAY 2025	DE		66,328.91	
123328	06/06/2025	A-1 RENTAL INC	20	**240.00**
83662	67629		240.00	
123329	06/06/2025	ADS LLC	60	**18,630.00**
35769 0525	66923		18,630.00	
123330	06/06/2025	AFS TOPEKA	12035	**10,811.91**
MAY 2025	CID SE 29TH ST		10,811.91	
123331	06/06/2025	ALTEC INC	11309	**149,149.31**
8479008	55883		149,149.31	
123332	06/06/2025	APEX WATER AND PROCESS INC	13812	**1,300.00**
AR058042	67346		1,300.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 5/31/2025 and 6/27/2025

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
123333	06/06/2025	BERGKAMP INC	454	**125.28**
60207	66782		125.28	
123334	06/06/2025	BLUE BEAR INCORPORATED	9844	**9,001.00**
581	68022		9,001.00	
123335	06/06/2025	BLUE CROSS BLUE SHIELD INC	528	**444,098.64**
67176 W/E 5/31/2	67176		444,098.64	
123336	06/06/2025	BORDER STATES INDUSTRIES INC	10997	**516.50**
930369685	66841		516.50	
123337	06/06/2025	CABLE DAHMER AUTOMOTIVE LLC	12619	**61,671.48**
16728	67085		61,500.00	
98994	66788		171.48	
123338	06/06/2025	CDW LLC	10026	**3,397.04**
AE17M2I	68342		394.68	
AD3VB5S	67872		2,877.53	
AD3174Z	67872		124.83	
123339	06/06/2025	CENTRAL SALT LLC	8550	**2,273.78**
PSI25 13165	66700		2,273.78	
123340	06/06/2025	CENTURY BUSINESS TECHNOLOGIES	870	**2,995.85**
757016	66635		101.42	
758208	66635		774.48	
759072	66635		45.93	
759232	66635		2,074.02	
123341	06/06/2025	CITY CENTER ASSOCIATES LLC	12090	**33,612.03**
MAY 2025	CID WAN HILLS		33,612.03	
123342	06/06/2025	COLUMBIA CAPITAL MANAGEMENT LL	1038	**6,650.00**
52543 2025	CONTRACT		4,900.00	
52543 2025	CONTRACT		1,750.00	
123343	06/06/2025	CONRAD FIRE EQUIPMENT	1073	**28,851.58**
583493	59011		28,378.41	
583890	66851		473.17	
123344	06/06/2025	CONSOLIDATED ELECTRICAL	6778	**213.02**
8795 1061436	66926		213.02	
123345	06/06/2025	CONSOLIDATED RURAL WATER	1075	**6,384.18**
66912 5	66912		6,384.18	
123346	06/06/2025	DELTA DENTAL OF KANSAS INC	1323	**9,864.38**
64038	67353		9,864.38	
123347	06/06/2025	DH LAWN & GARDEN EQUIPMENT	8839	**39.81**
185764	66941		39.81	
123348	06/06/2025	DS SERVICES OF AMERICA INC	13004	**466.92**
19908707 051625	67522		59.44	
23137994 051325	67267		63.45	
24271379 051325	67549		227.49	
24813484 051325	67433		116.54	
123349	06/06/2025	DURKIN EQUIPMENT CO	1451	**6,632.20**
DK SINVP105915	66823		2,179.27	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 5/31/2025 and 6/27/2025

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
DK SINVP105932	66823			4,452.93	
123350	06/06/2025	ECCOVIA INC	11051		**4,242.04**
22626	68456			4,242.04	
123351	06/06/2025	ED M FELD EQUIPMENT COMPANY	11895		**439.69**
INV9793	66947			439.69	
123352	06/06/2025	ELLIOTT AUTO SUPPLY CO INC	5676		**876.07**
8 896977	67008			97.50	
8 896994	66946			-39.20	
8 897237	66946			328.91	
8 Z22391	67008			368.18	
8 Z22475	67008			120.68	
123353	06/06/2025	EUROFINS EATON ANALYTICAL INC	8594		**431.54**
3800084824	66900			52.50	
8100131056	66900			379.04	
123354	06/06/2025	FISHER SCIENTIFIC COMPANY LLC	4949		**167.70**
0955267	66918			167.70	
123355	06/06/2025	FIT EXCAVATING INC	3126		**25,270.00**
67783 SE 25TH 8	67783			25,270.00	
123356	06/06/2025	FLEET FUELS LLC	13835		**24,448.48**
KC0178	67229			571.83	
1150876	67185			229.10	
2151304 TP	67228			2,009.42	
2160266 TP	67228			-137.68	
40094795	67229			21,775.81	
123357	06/06/2025	FOLEY EQUIPMENT COMPANY	9605		**719.65**
SS250019944	66950			719.65	
123358	06/06/2025	GALLS PARENT HOLDINGS LLC	11211		**5,818.89**
031274226	68213			5,637.48	
031318759	68016			60.47	
031318975	68016			120.94	
123359	06/06/2025	GREAT SOUTHERN BANK	9969		**38,736.64**
MAY 2025	CID CROSSWINDS			38,736.64	
123360	06/06/2025	HARDY DIAGNOSTICS	13410		**175.45**
559144	67550			175.45	
123361	06/06/2025	HOLIDAY SQUARE PARTNERS LLC	11018		**9,364.90**
MAY 2025	CID HOLLIDAY			9,364.90	
123362	06/06/2025	HYSPECO INC	13342		**347.01**
00833860	66956			147.43	
00831957	66956			199.58	
123363	06/06/2025	IDEXX DISTRIBUTION INC	2381		**414.01**
3175557077	67368			414.01	
123364	06/06/2025	JEFFERSON STREET HOTEL	4090		**3,941.85**
MAY 2025	CID RAMADA			3,941.85	
123365	06/06/2025	JOBBERS AUTOMOTIVE WAREHOUSE	2639		**2,776.57**
3450263	66957			68.29	
3451005	66957			33.08	

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3451120	67067		23.27
3450303	67066		14.43
3450363	66957		5.76
3450411	66957		2.75
3450513	67066		10.81
3450534	67066		31.69
3450544	67066		2.37
3450562	66957		54.05
3450584	67017		45.33
3450592	67066		18.90
3450613	66957		11.62
3450694	66957		120.61
3450735	66957		9.44
3450740	66957		21.17
3450775	66957		59.49
3450776	66957		27.13
3450778	66957		40.94
3450808	67067		6.85
3450849	66957		6.44
3450865	67017		88.79
3450923	67067		18.79
3450940	66957		33.08
3450962	67017		31.11
3450624	66957		5.61
3450650	66957		51.93
3451153	67067		31.79
3451267	67017		35.67
3451268	67066		12.84
3451272	67067		23.27
3451329	67067		9.80
3451397	67066		39.19
3451420	67066		10.44
3451505	66957		27.36
3451544	66957		78.38
3451550	67066		13.96
3451555	67017		24.11
3452071	66957		-28.91
3451982	67066		334.11
3452050	66957		11.21
3451557	67066		273.48
3451564	66957		45.86
3451578	67066		106.82
3451694	66957		2.20
3451704	67066		15.94
3451765	67017		71.34
3451808	67017		9.68
3451820	67066		9.06
3451845	67066		61.33
3451869	67017		53.74
3451929	67067		14.31
3451949	66957		69.22
3452502	67066		33.90
3452085	66957		76.97
3452281	67067		44.09
3452299	66957		31.87
3452344	67067		17.69
3452345	66957		9.22
3452365	66957		16.11
3452395	67067		53.89
3452527	66957		10.11
3452582	66957		4.00
3452690	67066		22.70
3452794	66957		3.68
3452920	67066		4.74

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
3452718	67067			48.68	
3452723	66957			33.18	
3452772	66957			39.19	
3452784	67017			4.24	
3452790	67067			-21.25	
3452904	66957			110.31	
3452956	67066			33.32	
123366	06/06/2025	KANSAS WATER ENVIRONMENT ASSOC	2777		**240.00**
2025 035	68460			240.00	
123367	06/06/2025	KBC INC	10809		**1,030.58**
8117982	66840			1,030.58	
123368	06/06/2025	KEVIN R COLHOUER LLC	1252		**385.00**
134133	66852			85.00	
134134	66852			65.00	
134137	66852			85.00	
134186	66852			65.00	
134281	66852			85.00	
123369	06/06/2025	LIGHTHOUSE CONTRACTING INC	3061		**24,162.00**
100VINE F	67825			24,162.00	
123370	06/06/2025	MERI-CRETE LLC	12044		**11,542.50**
68318 SW 2ND S	68318			8,195.00	
68345 2900 SW 7	68345			3,347.50	
123371	06/06/2025	METTLER-TOLEDO	12994		**4,269.67**
655382601	67765			4,269.67	
123372	06/06/2025	MIDLAND SCIENTIFIC INC	5733		**968.26**
6966360	67978			236.06	
6966922	67978			732.20	
123373	06/06/2025	MILLS, RICKY A	3457		**434.16**
67167 MAY 2025	67167			434.16	
123374	06/06/2025	MISSOURI DOOR CO INC	3747		**3,939.50**
59593	68175			3,342.00	
59745	67340			597.50	
123375	06/06/2025	NEENAN COMPANY	3649		**4,887.77**
S3195744.002	67019			1,346.91	
S3197185 001	67019			1,765.88	
S3197185.001	67019			1,765.88	
S3199852 001	67019			9.10	
123376	06/06/2025	O REILLY AUTOMOTIVE STORES INC	3714		**501.00**
0152 127458	66967			12.94	
0152 128267	67073			20.60	
0152 128567	67072			53.89	
0152 128581	67072			48.99	
0152 129346	67073			34.29	
0152 129348	67029			112.07	
0152 130203	66967			75.15	
0152 130751	66967			31.34	
0152 130755	67029			33.05	
0152 131172	66967			12.40	
0152 131702	66967			23.62	
0152 133102	66967			14.01	
0152 130423	67073			17.63	
0152 130748	66967			11.02	

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123377	06/06/2025	OZARK KENWORTH INC	3375	**291.81**
T0029560019766	66963		69.97	
T0029560019782	66963		221.84	
123378	06/06/2025	PACE ANALYTICAL SERVICES	3794	**3,641.70**
2560226981	67030		1,551.00	
2560227267	67030		2,090.70	
123379	06/06/2025	PAYMENTUS CORPORATION	12578	**19,189.09**
INV 15 162615	ACH DEBT		19,189.09	
123380	06/06/2025	POLYDYNE INC	5879	**3,956.00**
1928294	67669		3,956.00	
123381	06/06/2025	POMPS TIRE SERVICE INC	10675	**4,278.54**
1160088805	66971		197.11	
1160088566	66971		128.15	
1160088752	66971		479.84	
1160088765	66971		541.15	
1160088850	66971		714.21	
1160088919	66971		39.22	
1160089055	66971		1,237.86	
1160089131	66971		31.80	
1160089171	66971		31.80	
1160089179	66971		21.20	
1160089224	66971		259.15	
1160089368	66971		199.75	
1160089426	66971		128.15	
1160089434	66971		269.15	
123382	06/06/2025	PROFESSIONAL ENGINEERING	4018	**16,163.75**
534782	50894		2,996.25	
534785	65762		245.00	
534864	65762		12,162.50	
534196	65762		760.00	
123383	06/06/2025	PRUETT, MELODEE K	9855	**1,300.00**
67693 SW KNOLI	67693		1,300.00	
123384	06/06/2025	PUR O ZONE INC	6773	**1,449.59**
914300	68277		1,449.59	
123385	06/06/2025	QAL-TEK ASSOCIATES LLC	8335	**1,920.59**
INV 25 02168	68354		1,835.00	
INV 25 02176	68355		85.59	
123386	06/06/2025	RANDY LONG TRUCKING LLC	4105	**13,300.00**
25385	66910		13,300.00	
123387	06/06/2025	ROBERT ARMSTRONG	255	**11,659.00**
6079	66883		975.00	
6083	68118		1,840.00	
6084	64982		472.00	
6085	65744		2,500.00	
6086	65777		4,500.00	
6087	65744		372.00	
6088	68316		1,000.00	
123388	06/06/2025	RUSH TRUCK CENTERS	12611	**955.42**
3041580250	66974		235.90	
3041715261	66974		515.09	

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3041756333	66974		204.43	
123389	06/06/2025	SAFEWARE INC	6902	**84,714.44**
30288005	67959		82,721.38	
30288006	67959		1,993.06	
123390	06/06/2025	SCHUSTER BATTERY CO	13478	**207.12**
150039850	67035		207.12	
123391	06/06/2025	SHAWNEE COUNTY	4503	**147,204.00**
APRIL 2025	67583		147,204.00	
123392	06/06/2025	SHAWNEE F LLC	11043	**202,843.00**
72227	66794		94,663.00	
72495	67323		36,060.00	
72498	67323		36,060.00	
72499	67323		36,060.00	
123393	06/06/2025	SIMILAR MODE UNIFORMS INC	4563	**825.06**
68209 PART	68209		825.06	
123394	06/06/2025	SPENCER & COMPANY	2321	**17,472.75**
S 68982	66861		123.62	
S 68708	66861		753.96	
S 68873	67015		572.94	
W 60536	66861		16,022.23	
123395	06/06/2025	STAPLES CONTRACT N COMMERCIAL	4725	**1,395.60**
6032143280	68351		91.22	
6031900606	68312		89.80	
6031963153	68323		112.01	
6031963154	68327		490.50	
6031963155	68314		90.04	
6032059412	68327		49.56	
6032143278	68356		472.47	
123396	06/06/2025	TOM OWENS PLUMBING INC	5006	**275.00**
18599	68077		275.00	
123397	06/06/2025	TOPEKA GRAND HOTEL	12016	**11,363.39**
MAY 2025	CID CYRUS		11,363.39	
123398	06/06/2025	TOPEKA LODGING ASSOCIATION	11196	**19,320.70**
APR 2025	TBID		19,320.70	
123399	06/06/2025	TORGESON TRENCHING SERVICE	5062	**14,909.00**
2013094	68445		7,000.00	
2013118	68475		2,348.50	
2013144	68475		4,396.50	
2013575	68445		1,164.00	
123400	06/06/2025	TRIA HEALTH LLC	6938	**1,680.00**
0625 0006	67455		1,680.00	
123401	06/06/2025	TSQUARED LAWN CARE	12761	**990.00**
66718 6	66718		990.00	
123402	06/06/2025	TYLER TECHNOLOGIES INC	10407	**113,610.84**
045 514797	65405		86,490.84	
045 518429	65405		18,340.00	
045 518430	65405		8,780.00	

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123403	06/06/2025	U S LIME COMPANY - ST CLAIR	5117		**38,145.43**
3181467	66765			7,722.88	
3181672	66765			15,296.55	
3183147	66765			7,314.81	
3183165	66765			7,811.19	
123404	06/06/2025	UMB BANK NA	5127		**21,015.99**
PCARD05302025				21,015.99	
123405	06/06/2025	UNIFIRST CORPORATION	5134		**96.13**
1910086045	66662			5.10	
1910086046	66662			4.87	
1910086047	66662			1.97	
1910086050	67080			13.45	
1910086075	66716			32.25	
1910086077	66716			13.45	
1910086118	67080			8.78	
1910086124	67080			16.26	
123406	06/06/2025	VESTIS GROUP INC	9589		**418.87**
2801595270	67087			28.42	
2801595363	66708			131.46	
2801595366	67087			31.41	
2801595368	67087			17.65	
2801595377	67366			73.59	
2801595378	67366			40.00	
2801595379	67366			8.36	
2801595456	67366			87.98	
123407	06/06/2025	WELLNITZ TREE CARE INC	13775		**750.00**
15397	67934			750.00	
123408	06/06/2025	WILLIS TOWERS WATSON	12113		**7,333.33**
3982627	67761			7,333.33	
123409	06/06/2025	YARDCRAFTERS LLC	13035		**674.00**
14559	68490			75.00	
14561	67058			599.00	
123410	06/06/2025	BERRY COMPANIES INC	5408		**1,122.00**
06268774	67005			1,122.00	
123411	06/06/2025	CAPITAL BELT & SUPPLY INC	776		**37.96**
149464	66892			37.96	
123412	06/06/2025	CONSOLIDATED ELECTRICAL	4174		**134.38**
8792 1082445	66878			43.72	
8792 1082811	67040			90.66	
123413	06/06/2025	DAVIN ELECTRIC INC	1264		**1,275.00**
0525105	67591			1,275.00	
123414	06/06/2025	FASTENAL COMPANY	1619		**66.80**
KSTOP330781	67062			66.80	
123415	06/06/2025	GRAINGER	1964		**538.41**
9504604431	67064			25.98	
9503109127	68311			154.31	
9503232861	67064			358.12	
123416	06/06/2025	GRAYBAR ELECTRIC COMPANY INC	1977		**4,590.96**
9341964525	67709			4,590.96	

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123417	06/06/2025	HACH COMPANY	2038		**3,132.93**
14495492	66880			3,132.93	
123418	06/06/2025	HD SUPPLY INC	12991		**236.00**
INV00711426	66919			236.00	
123419	06/06/2025	INDUSTRIAL PROCESS SYSTEMS	7041		**12,449.52**
21673	67878			12,449.52	
123420	06/06/2025	KANSAS SAND & CONCRETE INC	2744		**3,292.63**
90592367	66876			385.88	
90592368	66876			428.75	
90592366	66876			857.50	
90592753	66876			343.00	
90591527	66876			857.50	
90592123	67130			420.00	
123421	06/06/2025	LOGIC INC	3090		**805.37**
INV180535	67879			805.37	
123422	06/06/2025	MIDWEST CONCRETE MATERIALS	13847		**2,965.00**
696205	67802			413.00	
696726	67802			980.00	
696727	67802			884.00	
697186	67802			688.00	
123423	06/06/2025	OLDCASTLE PRECAST INC	3739		**3,075.00**
120065267	67023			3,075.00	
123424	06/06/2025	SAFETY SUPPLIES	4336		**288.00**
SSI 250519	67115			288.00	
123425	06/06/2025	SALISBURY SUPPLY COMPANY INC	4352		**2,200.07**
400991	67116			24.62	
400993	66896			222.52	
401376	66896			1,431.41	
401540	66896			135.16	
401548	66896			386.36	
123426	06/06/2025	TRAFFIC SIGNAL CONTROLS	5079		**8,685.00**
9628	67786			8,685.00	
123427	06/06/2025	HUNTER LANE LLC	12191		**265,332.73**
590682	67431			241,901.50	
590747	67431			22,109.90	
590748	67431			1,321.33	
123428	06/06/2025	ALFRED BENESCH & COMPANY	12193		**7,383.00**
318168	60843			7,383.00	
123429	06/06/2025	DOXIM UTILITEC LLC	11892		**29,945.00**
0725 PA	66882			29,945.00	
123430	06/06/2025	MARIIA POTAPENKO	13918		**1,500.00**
68458 2025 NNO	68458			1,500.00	
123431	06/06/2025	STAR SERVICES PROPERTY	13027		**2,000.00**
2760	67099			2,000.00	
123432	06/06/2025	TFM COMM INC	4914		**412.00**
238941	68442			412.00	

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123433	06/06/2025	TAZCO INC	4885	**24,470.63**
68479 1115 NE P	68479		24,470.63	
123434	06/13/2025	FISHER PATTERSON SAYLER &	1690	**40.00**
113277	63539		40.00	
123435	06/13/2025	STATE OF KANSAS	2732	**433.05**
00000021125061		Child Support - Amt	433.05	
123436	06/13/2025	STATE OF KANSAS	2732	**277.38**
00000034025061		Child Support - Amt	277.38	
123437	06/13/2025	STATE OF KANSAS	2732	**183.23**
00000034825061		Child Support - Amt	183.23	
123438	06/13/2025	STATE OF KANSAS	2732	**209.08**
00000075425061		Child Support - Amt	209.08	
123439	06/13/2025	STATE OF KANSAS	2732	**263.15**
00000077925061		Child Support - Amt	263.15	
123440	06/13/2025	STATE OF KANSAS	2732	**276.92**
00000085325061		Child Support - Amt	276.92	
123441	06/13/2025	STATE OF KANSAS	2732	**318.46**
00000093625061		Child Support - Amt	318.46	
123442	06/13/2025	STATE OF KANSAS	2732	**345.23**
00000097325061		Child Support - Amt	345.23	
123443	06/13/2025	STATE OF KANSAS	2732	**273.46**
00000107225061		Child Support - Amt	273.46	
123444	06/13/2025	STATE OF KANSAS	2732	**109.62**
00000112425061		Child Support - Amt	109.62	
123445	06/13/2025	STATE OF KANSAS	2732	**115.38**
00000215425061		Child Support - Amt	115.38	
123446	06/13/2025	STATE OF KANSAS	2732	**487.85**
00000224425061		Child Support - Amt	487.85	
123447	06/13/2025	STATE OF KANSAS	2732	**235.38**
00000225025061		Child Support - Amt	235.38	
123448	06/13/2025	STATE OF KANSAS	2732	**412.74**
00000225925061		Child Support - Amt	412.74	
123449	06/13/2025	STATE OF KANSAS	2732	**461.54**
00000226225061		Child Support - Amt	461.54	
123450	06/13/2025	STATE OF KANSAS	2732	**1,015.38**
00000234625061		Child Support - Amt	1,015.38	
123451	06/13/2025	STATE OF KANSAS	2732	**177.69**
00000241325061		Child Support - Amt	177.69	
123452	06/13/2025	STATE OF KANSAS	2732	**574.20**
00000247425061		Child Support - Amt	574.20	

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123453	06/13/2025	STATE OF KANSAS	2732		**470.77**
00000247825061		Child Support - Amt		470.77	
123454	06/13/2025	STATE OF KANSAS	2732		**299.54**
00000251925061		Child Support - Amt		299.54	
123455	06/13/2025	STATE OF KANSAS	2732		**997.38**
00000270525061		Child Support - Amt		997.38	
123456	06/13/2025	STATE OF KANSAS	2732		**605.54**
00000324725061		Child Support - Amt		605.54	
123457	06/13/2025	STATE OF KANSAS	2732		**530.77**
00000325525061		Child Support - Amt		530.77	
123458	06/13/2025	STATE OF KANSAS	2732		**96.92**
00000347225061		Child Support - Amt		96.92	
123459	06/13/2025	STATE OF KANSAS	2732		**91.85**
00000348825061		Child Support - Amt		91.85	
123460	06/13/2025	STATE OF KANSAS	2732		**100.15**
00000349225061		Child Support - Amt		100.15	
123461	06/13/2025	STATE OF KANSAS	2732		**199.85**
00000352025061		Child Support - Amt		199.85	
123462	06/13/2025	STATE OF KANSAS	2732		**119.08**
00000356225061		Child Support - Amt		119.08	
123463	06/13/2025	STATE OF KANSAS	2732		**131.58**
00000362925061		Child Support - Amt		131.58	
123464	06/13/2025	STATE OF KANSAS	2732		**244.62**
00000365825061		Child Support - Amt		244.62	
123465	06/13/2025	STATE OF KANSAS	2732		**54.46**
00000370125061		Child Support - Amt		54.46	
123466	06/13/2025	STATE OF KANSAS	2732		**11.54**
00000372825061		Child Support - Amt		11.54	
123467	06/13/2025	STATE OF KANSAS	2732		**369.23**
00000376125061		Child Support - Amt		369.23	
123468	06/13/2025	STATE OF KANSAS	2732		**490.62**
00000381825061		Child Support - Amt		490.62	
123469	06/13/2025	STATE OF KANSAS	2732		**184.62**
00000393825061		Child Support - Amt		184.62	
123470	06/13/2025	STATE OF KANSAS	2732		**92.31**
00000396125061		Child Support - Amt		92.31	
123471	06/13/2025	STATE OF KANSAS	2732		**127.85**
00000396125061		Child Support - Amt		127.85	
123472	06/13/2025	STATE OF KANSAS	2732		**194.77**
00000396625061		Child Support - Amt		194.77	
123473	06/13/2025	BETTIS ASPHALT & CONSTRUCTION	470		**1,624.09**

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Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
9502655	66699		1,624.09	
123474	06/13/2025	CTCR INC	1194	**16,342.30**
00003174	67265		1,193.85	
00003175	67265		700.30	
00003176	67265		806.40	
00003177	67265		28.75	
00003178	67335		7,404.00	
00003179	67335		915.75	
00003173	66701		3,374.00	
00003180	67335		210.60	
00003181	67335		1,024.65	
00003182	67335		684.00	
123475	06/13/2025	GREENCARE CONSTRUCTION INC	13517	**273,834.50**
66292 1	66292		265,671.00	
67926 1040 NE C	67926		1,535.00	
68021 5616 SW 2	68021		1,515.00	
68328 5318 SW 2	68328		2,103.50	
68424 1235 NW \	68424		3,010.00	
123476	06/13/2025	IMI INDUSTRIAL LLC	13106	**34,200.00**
3280	68052		34,200.00	
123477	06/13/2025	JCI INDUSTRIES INC	2507	**227.65**
8281539	67452		227.65	
123478	06/13/2025	KANSAS TOPSOIL & TRUCKING LLC	13285	**51,360.00**
68540 3407 SW E	68540		4,280.00	
68344 2001 SW F	68344		4,280.00	
68349 2045 SW F	68349		4,280.00	
68388 1845 SW \	68388		4,280.00	
68410 5011 SW F	68410		4,280.00	
68427 SW 18TH S	68427		4,280.00	
68428 1963 SW \	68428		4,280.00	
68462 1301 SW L	68462		4,280.00	
68467 5300 SW L	68467		4,280.00	
68468 SW 20TH S	68468		4,280.00	
68538 SW 13TH S	68538		4,280.00	
68539 5857 SW 2	68539		4,280.00	
123479	06/13/2025	911 CUSTOM LLC	8345	**100.00**
60913	66777		100.00	
123480	06/13/2025	ADVANCED BIOHAZARD CLEANUP LLC	12664	**230.00**
67472 5/19/25	67472		230.00	
123481	06/13/2025	AFFINITY CHEMICAL LLC	11339	**6,601.47**
25117240	66754		6,601.47	
123482	06/13/2025	ANSWER TOPEKA	237	**1,002.10**
250510253	66796		115.00	
250510012	66834		887.10	
123483	06/13/2025	AUTOMATION CONTROLS INC	12391	**9,300.00**
2025 118 1	68210		9,300.00	
123484	06/13/2025	BARTLETT & WEST ENGINEERS	391	**8,415.45**
730104135	57184		1,887.75	
730104133	66538		6,527.70	
123485	06/13/2025	BARTLETT & WEST OPERATIONS LLC	12712	**43,991.51**

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Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
1090	66927		43,991.51	
123486	06/13/2025	BLACK & VEATCH CORPORATION	505	**36,680.88**
1465130	56120		13,214.00	
1465131	51238		11,760.88	
1465128	65447		9,988.56	
1465129	65447		1,717.44	
123487	06/13/2025	BLUE CROSS BLUE SHIELD INC	528	**332,824.08**
W/E 6/10/2025	67176		332,824.08	
123488	06/13/2025	BORDER STATES INDUSTRIES INC	10997	**441.31**
930418286	66841		441.31	
123489	06/13/2025	CABLE DAHMER AUTOMOTIVE LLC	12619	**98.24**
99408	66788		26.35	
99529	66788		71.89	
123490	06/13/2025	CARLSON UTILITY LLC	805	**365,625.00**
65432 1	65432		365,625.00	
123491	06/13/2025	CBK INC	1023	**14,865.78**
2025 05 30 LC58	67614		1,404.29	
2025 05 30 LC58	66836		12,148.27	
2025 05 30 LC58	66932		293.24	
2025 05 30 LC58	66661		1,019.98	
123492	06/13/2025	CENTRAL SALT LLC	8550	**11,362.06**
PSI25 13403	66700		11,362.06	
123493	06/13/2025	CENTURY BUSINESS TECHNOLOGIES	870	**10,581.41**
757724	66635		584.97	
757725	66635		9,793.09	
760177	66635		56.00	
760178	66635		101.42	
760613	66635		45.93	
123494	06/13/2025	CHEMTEK INC	11684	**3,214.10**
432542	68395		1,607.05	
432543	68480		1,607.05	
123495	06/13/2025	CONRAD FIRE EQUIPMENT	1073	**195.76**
584049	66851		195.76	
123496	06/13/2025	CONTRACT FURNISHINGS RENTS LLC	11143	**22,740.07**
17921	67717		22,740.07	
123497	06/13/2025	DELL FINANCIAL SERVICES LP	1320	**91,254.48**
4139454	67645		91,254.48	
123498	06/13/2025	DELTA DENTAL OF KANSAS INC	1323	**13,883.77**
64626	67353		13,883.77	
123499	06/13/2025	DOWNTOWN TOPEKA FOUNDATION	10376	**164,460.20**
68543 25	68543		59,579.00	
EVERGYICE2025	DE		104,881.20	
123500	06/13/2025	ED M FELD EQUIPMENT COMPANY	11895	**1,569.06**
INV10005	66947		1,428.27	
INV9970	66947		140.79	
123501	06/13/2025	ELLIOTT AUTO SUPPLY CO INC	5676	**1,058.71**

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8 898494	66946		188.17	
2 6914245	67008		617.00	
8 898361	66946		14.58	
8 898536	67008		238.96	
123502	06/13/2025	EMBROIDERY PLUS BY TURQUOISE &	1522	**1,732.78**
018638	67443		584.10	
018547	67443		386.82	
018608	67443		276.04	
018617	67443		485.82	
123503	06/13/2025	EPIC SUPPLY LLC	1552	**498.60**
84559	67474		498.60	
123504	06/13/2025	EWT HOLDING III CORP	9747	**16,140.60**
907039943	66937		16,140.60	
123505	06/13/2025	FIFTH ASSET INC	13115	**22,000.00**
DB2007782	68357		22,000.00	
123506	06/13/2025	FISHER SCIENTIFIC COMPANY LLC	4949	**680.49**
1115513	66918		425.30	
1179668	66918		116.35	
1179669	66918		138.84	
123507	06/13/2025	FIT EXCAVATING INC	3126	**121,955.00**
3416	67880		108,801.00	
3414	68370		6,000.00	
68279 5100 SW 2	68279		7,154.00	
123508	06/13/2025	FLEET FUELS LLC	13835	**22,567.20**
1151053	67228		769.95	
2161403 TP	67227		190.00	
40095204	67229		21,607.25	
123509	06/13/2025	FOLEY EQUIPMENT COMPANY	9605	**1,983.73**
SS340029880	64859		1,983.73	
123510	06/13/2025	GALLS PARENT HOLDINGS LLC	11211	**784.29**
031292246	68295		182.45	
031297708	68295		99.08	
031398592	68213		58.02	
031398593	68213		116.04	
031398594	68213		58.02	
031398595	68213		58.02	
031421435	67719		38.60	
031421621	68213		116.04	
031421622	68213		58.02	
123511	06/13/2025	GASOCHEM INTERNATIONAL LLC	9927	**8,636.68**
GA2025 11I	66992		8,636.68	
123512	06/13/2025	GT DISTRIBUTORS INC	2008	**82,543.51**
INV1045795	68178		78,679.57	
INV1046036	68178		3,863.94	
123513	06/13/2025	HELPING HANDS HUMANE SOCIETY	2183	**14,482.96**
67183 MAY 2025	67163		14,482.96	
123514	06/13/2025	HYSPECO INC	13342	**202.69**
00834158	66956		64.54	
00834697	66956		138.15	

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123515	06/13/2025	INSIGHT PUBLIC SAFETY AND	11149		**8,800.00**
2152	67165			5,500.00	
2156	67165			3,300.00	
123516	06/13/2025	INTEGRITY ENDEAVORS LLC	9427		**6,750.00**
3038	68472			6,750.00	
123517	06/13/2025	IRIS GROUP HOLDINGS LLC	13667		**417.11**
158857607	EVERON			417.11	
123518	06/13/2025	JOBBERS AUTOMOTIVE WAREHOUSE	2639		**519.79**
3452333	67017			83.18	
3452334	66957			20.61	
3452842	66957			161.36	
3452877	66957			65.60	
3452878	67067			18.65	
3452907	67067			13.70	
3452947	66957			7.22	
3452899	67067			28.50	
3452985	67067			13.70	
3452995	66957			13.05	
3453051	67067			24.82	
3453074	67066			10.60	
3453099	66957			33.98	
3453112	67067			24.82	
123519	06/13/2025	KAN EQUIPMENT INC	2621		**272.60**
1 298726	66869			272.60	
123520	06/13/2025	KANSAS HEAVY CONSTRUCTION LLC	9260		**339,170.64**
2400 5	62833			339,170.64	
123521	06/13/2025	KANSAS STATE TREASURER	2757		**27,191.34**
MAY 2025	DE			27,191.34	
123522	06/13/2025	KANSASLAND TIRE INC OF HAYS KS	13228		**2,301.40**
28316	67018			2,301.40	
123523	06/13/2025	KBC INC	10809		**507.00**
8118045	66840			507.00	
123524	06/13/2025	KEVIN R COLHOUER LLC	1252		**830.00**
134132	66852			85.00	
134136	66852			85.00	
134257	66852			85.00	
134326	66852			85.00	
134354	66852			85.00	
134355	66852			85.00	
134356	66852			85.00	
134443	66852			65.00	
134471	66852			85.00	
134472	66852			85.00	
123525	06/13/2025	KNOLL, JOHN J	13662		**362.50**
67982 MARCH 2(	67982			250.00	
68204 APRIL 202	68204			112.50	
123526	06/13/2025	LEWIS LEGAL NEWS INC	11367		**36.00**
L23991	68457			36.00	
123527	06/13/2025	LIGHTHOUSE CONTRACTING INC	3061		**41,389.00**

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1419SELAKE F	67824			31,389.00	
1434WES 2ND	67284			10,000.00	
123528	06/13/2025	MH LOGISTICS CORP	13893		**1,702.00**
12150	68226			1,702.00	
123529	06/13/2025	MILLS, RICKY A	3457		**861.60**
67167 MAY 2025	67167			861.60	
123530	06/13/2025	MISSOURI DOOR CO INC	3747		**3,115.63**
59613	67027			378.75	
59700	67027			2,170.63	
59898	67340			566.25	
123531	06/13/2025	NEENAN COMPANY	3649		**31.31**
S3195744 003	67019			1,833.23	
S3197185 001CR	67019			-1,801.92	
123532	06/13/2025	NEXUS INTERPRETING LLC	11556		**326.60**
ADAC 00063	67476			326.60	
123533	06/13/2025	O REILLY AUTOMOTIVE STORES INC	3714		**192.16**
0152 133812	67073			35.98	
0152 133533	66967			52.40	
0152 133549	66967			58.42	
0152 133621	66967			45.36	
123534	06/13/2025	PACE ANALYTICAL SERVICES	3794		**709.50**
2560227710	66920			150.00	
2560227287	66920			150.00	
2560227617	67030			259.50	
2560227619	67030			150.00	
123535	06/13/2025	POLYDYNE INC	5879		**71,328.00**
1930221	67669			71,328.00	
123536	06/13/2025	PROFESSIONAL ENGINEERING	4018		**14,750.00**
534862	61859			14,750.00	
123537	06/13/2025	PRUETT, MELODEE K	9855		**1,300.00**
67693 BOX BRID	67693			1,300.00	
123538	06/13/2025	REVIZE LLC	13257		**16,500.00**
20824	68451			16,500.00	
123539	06/13/2025	ROBERT ARMSTRONG	255		**2,400.00**
6089	68316			400.00	
6090	67466			2,000.00	
123540	06/13/2025	SBB ENGINEERING LLC	8999		**29,286.70**
8707	57276			18,869.88	
8712	65025			800.52	
8713	67178			9,616.30	
123541	06/13/2025	SCHUSTER BATTERY CO	13478		**99.12**
150039888	66979			99.12	
123542	06/13/2025	SHI INTERNATIONAL CORPORATION	4540		**15,521.52**
B18102832	68449			15,521.52	
123543	06/13/2025	SIMPLIFILE LC	9508		**1,416.50**
KSTL94-0531202		EASEMENT # 13204 051625		57.25	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
KSTL94-0531202		RLS OF MORTGAGE 1211 SW WOODWA		22.25	
KSTL94-0531202		RLS OF MORTGAGE 720 SE LIBERTY		22.25	
KSTL94-0531202		RLS OF MORTGAGE 2636 SE KENTUC		22.25	
KSTL94-0531202		RLS OF MORTGAGE 715 SE LOCUST		22.25	
KSTL94-0531202		RLS OF MORTGAGE 2501 SW OHIO 0		22.25	
KSTL94-0531202		MORTGAGE 1114 SW 31ST TER 0515		40.25	
KSTL94-0531202		MORTGAGE 1114 SW 31ST TER #2 0		40.25	
KSTL94-0531202		HEARING 426 SE LELAND 051925		108.25	
KSTL94-0531202		RLS OF MORTGAGE 2117 SW INDIAN		22.25	
KSTL94-0531202		HEARING 1407 SW WESTERN 052825		57.25	
KSTL94-0531202		MORTGAGE 621 SW WESTERN AVE (W		40.25	
KSTL94-0531202		HEARING 1812 NE FANTINE 052825		57.25	
KSTL94-0531202		MORTGAGE 621 SW WESTERN AVE (W		-40.25	
KSTL94-0531202		HEARING 1835 SW LINCOLN 052925		57.25	
KSTL94-0531202		MORTGAGE 621 SW WESTERN AVE (H		-40.25	
KSTL94-0531202		EASEMENT # 13203 051625		74.25	
KSTL94-0531202		MORTGAGE 621 SW WESTERN AVE (H		40.25	
KSTL94-0531202		RLS OF MORTGAGE 1526 NE MONROE		22.25	
KSTL94-0531202		EASEMENT #13205 052725		40.25	
KSTL94-0531202		RLS OF MORTGAGE 421 SE FAIRFAX		22.25	
KSTL94-0531202		RLS OF MORTGAGE 533 NE FOREST		22.25	
KSTL94-0531202		RLS OF MORTGAGE 300 SW FRANKLI		22.25	
KSTL94-0531202		RLS OF MORTGAGE 1914 SW CLAY 0		22.25	
KSTL94-0531202		RLS OF MORTGAGE 523 SW FILLMOR		22.25	
KSTL94-0531202		RLS OF MORTGAGE 1917 SW CLAY		22.25	
KSTL94-0531202		HEARING 1501 SW POLK 050625		57.25	
KSTL94-0531202		HEARING 1505 SW POLK 050625		57.25	
KSTL94-0531202		RLS OF MORTGAGE 1210 NE QUINCY		22.25	
KSTL94-0531202		RLS OF MORTGAGE 1210 NE QUINCY		22.25	
KSTL94-0531202		HEARING 1412 SE LOTT 051325		108.25	
KSTL94-0531202		RLS OF MORTGAGE 1164 SW WASHBU		22.25	
KSTL94-0531202		HEARING 1835 SW LINCOLN 051925		108.25	
KSTL94-0531202		RLS OF MORTGAGE 1164 SW WASHBU		22.25	
KSTL94-0531202		HEARING 307 SW HARRISON 051325		108.25	
KSTL94-0531202		RLS OF MORTGAGE 2501 SW OHIO 0		22.25	
KSTL94-0531202		RLS OF MORTGAGE 2501 SW OHIO 0		22.25	
KSTL94-0531202		RLS OF MORTGAGE 1831 SE 21ST 0		22.25	
123544	06/13/2025	SPENCER & COMPANY	2321		**15,381.66**
S 69087	66861			380.41	
S 69104	67015			110.58	
S 68992	66861			113.54	
S 69025	67015			134.28	
S 69112	67015			65.80	
S 69117	66861			449.73	
W 60640	66861			8,245.39	
W 60743	66861			5,881.93	
123545	06/13/2025	STAPLES CONTRACT N COMMERCIAL	4725		**1,758.13**
6032224671	68362			168.76	
6032355480	68373			457.49	
6032375617	68374			222.92	
6032439948	68390			111.04	
6032439949	68379			104.13	
603255822	68400			31.21	
6032492666	68400			450.47	
6032503155	68391			30.00	
6032503156	68392			84.87	
6032576605	68407			70.24	
6032555821	68400			27.00	
123546	06/13/2025	TARC INC	4871		**20.00**
38592	67538			20.00	

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123547	06/13/2025	TOPEKA METROPOLITAN TRANSIT	8812	**2,511,483.75**
SNCO TAX 6/05/2	DE		2,511,483.75	
123548	06/13/2025	TORGESON TRENCHING SERVICE	5062	**11,252.30**
2013469	68452		2,330.30	
2013549	68452		6,066.00	
2013620	68452		2,856.00	
123549	06/13/2025	TROJAN TECHNOLOGIES CORP	13845	**7,117.68**
200 50003039	67901		2,441.08	
200 50003152	67901		4,676.60	
123550	06/13/2025	TSQUARED LAWN CARE	12761	**990.00**
66718 7	66718		990.00	
123551	06/13/2025	U S LIME COMPANY - ST CLAIR	5117	**22,620.49**
3183195	66765		7,473.17	
3183227	66765		7,186.91	
3183250	66765		7,960.41	
123552	06/13/2025	UMB BANK NA	5127	**17,031.24**
PCARD06062025			17,031.24	
123553	06/13/2025	UNIFIRST CORPORATION	5134	**385.25**
1910085868	67101		19.69	
1910085874	67101		8.39	
1910085877	67101		6.99	
1910086021	67101		8.03	
1910085321	66874		87.71	
1910085878	67101		17.46	
1910085880	67101		12.12	
1910087274	67101		7.98	
1910086578	66874		87.71	
1910086693	66662		5.10	
1910086694	66662		4.87	
1910086695	66662		1.97	
1910086701	67080		13.45	
1910086739	66716		14.46	
1910086775	67080		8.78	
1910087119	67101		6.95	
1910087123	67101		17.36	
1910087124	67101		12.05	
1910086778	67080		16.26	
1910087100	67101		19.58	
1910087110	67101		8.34	
123554	06/13/2025	UNLIMITED CONSTRUCTION INC	12288	**98,686.80**
66025 4	66025		98,686.80	
123555	06/13/2025	VANDERBILT'S NO 6	5199	**184.99**
538856	67128		184.99	
123556	06/13/2025	VERIZON CONNECT INC	12038	**120.00**
602000070925	66707		120.00	
123557	06/13/2025	VESTIS GROUP INC	9589	**567.65**
2801598388	67087		28.42	
2801598459	66708		130.20	
2801598462	67087		31.41	
2801598464	67087		17.82	
2801598474	67366		73.59	
2801598475	67366		40.00	

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2801598476	67366			8.36	
2801598543	67366			87.98	
2801598473	67366			149.87	
123558	06/13/2025	VETERINARY MEDICAL & SURGICAL	5222		**1,211.95**
193114	67698			1,211.95	
123559	06/13/2025	VULCAN INC	5252		**24,892.00**
R26611	67828			24,892.00	
123560	06/13/2025	WSP USA INC	10927		**16,170.28**
40194083	67381			16,170.28	
123561	06/13/2025	YARDCRAFTERS LLC	13035		**2,174.00**
14678	67058			599.00	
14679	68490			930.00	
14682	68490			195.00	
14685	68490			75.00	
14686	68490			150.00	
14687	68490			225.00	
123562	06/13/2025	RAPIDSCALE INC	13163		**1,009.00**
INV00252787	67782			1,009.00	
123563	06/13/2025	BENNETT PROPERTY LLC	440		**666.00**
RIC103-0625		S+C June 2025 Payment		666.00	
123564	06/13/2025	CORNERSTONE OF TOPEKA INC	1117		**1,600.00**
KEM102-0625IM		IM June 2025 Payment		120.00	
POR105-0625IM		IM June 2025 Payment		155.00	
ROB116-0625IM		IM June 2025 Payment		1,000.00	
TOM102-0625IM		IM June 2025 Payment		325.00	
123565	06/13/2025	PROSPECT HILLS APARTMENTS LLC	12602		**1,700.00**
ARA101-0625IM		IM June 2025 Payment		1,700.00	
123566	06/13/2025	ACE ELECTRIC JONES COMPANY INC	35		**3,254.00**
10215	66877			619.00	
10084	66877			2,635.00	
123567	06/13/2025	BERRY COMPANIES INC	5408		**448.85**
06268865	67005			448.85	
123568	06/13/2025	CAPITAL BELT & SUPPLY INC	776		**906.22**
149651	66930			127.32	
149673	66930			733.51	
149588	66930			45.39	
123569	06/13/2025	FASTENAL COMPANY	1619		**147.90**
KSTOP330876	66895			126.38	
KSTOP330932	66858			10.02	
KSTOP330933	66939			11.50	
123570	06/13/2025	FTC EQUIPMENT LLC	1808		**1,569.85**
17915	66987			1,569.85	
123571	06/13/2025	GADES SALES COMPANY INC	1820		**1,951.10**
0088098 IN	68494			1,951.10	
123572	06/13/2025	GRAINGER	1964		**800.26**
9513771239	68387			588.44	
9514039289	68386			211.82	

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123573	06/13/2025	HACH COMPANY	2038		**189.78**
14502944	66880			189.78	
123574	06/13/2025	HD SUPPLY INC	12991		**1,408.37**
INV00713860	66919			215.00	
INV00715132	66919			236.00	
INV00715888	66919			746.37	
INV00718080	66919			211.00	
123575	06/13/2025	HEINEN REPAIR SERVICE INC	12103		**2,879.96**
68341 5/15/25	68341			2,879.96	
123576	06/13/2025	JOHNSON CONTROLS US HOLDINGS	12157		**549.05**
52996000	66658			549.05	
123577	06/13/2025	KANSAS SAND & CONCRETE INC	2744		**2,675.75**
90593093	66876			686.00	
90593319	67130			532.00	
90593934	66876			857.50	
90593935	66876			600.25	
123578	06/13/2025	MIDWEST CONCRETE MATERIALS	13847		**1,864.00**
698498	67802			884.00	
698650	67802			980.00	
123579	06/13/2025	SAFETY SUPPLIES	4336		**320.80**
SSI 250529	66899			72.80	
SSI 250530	67115			248.00	
123580	06/13/2025	SALISBURY SUPPLY COMPANY INC	4352		**2,203.72**
402065	67116			445.92	
402404	67075			15.27	
402537	67116			117.28	
402067	66896			173.14	
402075	67116			115.06	
401884	67116			33.85	
402079	67116			37.00	
402097	66896			1,117.20	
402248	67075			149.00	
123581	06/13/2025	HEALTHSTAT INC	9951		**101,490.61**
INV409348	67327			48,580.76	
INV408680	67327			52,909.85	
123582	06/13/2025	STORMONT VAIL WORK CARE	4783		**16,268.00**
512633 MAY 202	68404			630.00	
512634 MAY 202	68404			4,143.00	
512635 MAY 202	68404			230.00	
512636 MAY 202	68404			2,100.00	
512637 MAY 202	68404			1,530.00	
571327 MAY 202	68404			7,535.00	
577603 MAY 202	68404			100.00	
123583	06/13/2025	AFSCME COUNCIL #61 OF THE	13896		**1,481.70**
UNA1250613153		Union Dues - AFSCME		718.40	
UNA1250613153		Union Dues - AFSCME		44.90	
UNA1250613153		Union Dues - AFSCME		269.40	
UNA1250613153		Union Dues - AFSCME		449.00	
123584	06/13/2025	APPLICATION SOFTWARE INC	8140		**918.30**
MAY 2025 FLEX I	PAYROLL			563.30	

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MAY 2025 HSA F	PAYROLL			355.00	
123585	06/13/2025	CITY OF TOPEKA FRIENDSHIP FUND	948		**574.21**
FR102506131534		Friendship Fund		6.00	
FR102506131534		Friendship Fund		35.25	
FR102506131534		Friendship Fund		173.96	
FR102506131534		Friendship Fund		40.50	
FR102506131534		Friendship Fund		18.00	
FR102506131534		Friendship Fund		166.50	
FR102506131534		Friendship Fund		50.50	
FR102506131534		Friendship Fund		27.00	
FR102506131534		Friendship Fund		8.00	
FR102506131534		Friendship Fund		48.50	
123586	06/13/2025	FIREMENS OFF DUTY RELIEF FUND	1676		**4,460.77**
FO102506131534		Firefighter's Off Duty Relief		4,460.77	
123587	06/13/2025	INTERNATIONAL ASSOCIATION OF	2424		**10,054.98**
6/13/25 ADMIN F	PAYROLL			-14.04	
UNI12506131534		Union Dues - IAFF		10,069.02	
123588	06/13/2025	KANSAS ASSOCIATION OF PUBLIC	2630		**728.93**
UNK1250613153		Union Dues - KAPE		62.76	
UNK1250613153		Union Dues - KAPE		80.41	
UNK1250613153		Union Dues - KAPE		83.68	
UNK1250613153		Union Dues - KAPE		83.68	
UNK1250613153		Union Dues - KAPE		62.76	
UNK1250613153		Union Dues - KAPE		62.76	
UNK1250613153		Union Dues - KAPE		292.88	
123589	06/13/2025	TEAMSTERS LOCAL UNION 696	4892		**990.00**
UNT1250613153		Union Dues - Teamsters		990.00	
123590	06/13/2025	UNITED WAY OF KAW VALLEY INC	5157		**53.00**
UW10250613153		United Way		16.00	
UW10250613153		United Way		2.00	
UW10250613153		United Way		35.00	
123591	06/13/2025	UNITED WORKERS OF	10010		**596.00**
6/13/25 ADMIN F	PAYROLL			-4.00	
UNW2250613153		Union Dues - UWETT		600.00	
123592	06/13/2025	ALFRED BENESCH & COMPANY	12193		**90,558.50**
321264	67895			4,710.00	
321265	67294			20,681.00	
321266	61008			23,720.50	
321275	64089			36,412.00	
321317	65270			800.00	
321318	63517			1,195.00	
321323	65232			3,040.00	
123593	06/13/2025	ICC GENERAL CODE INC	12737		**1,117.40**
GC00130486	68037			830.00	
GCI0017597	68037			287.40	
123594	06/13/2025	SHAWNEE COUNTY	4518		**1,002,207.28**
MAY 2025	DE			1,002,207.28	
123595	06/13/2025	STAR SERVICES PROPERTY	13027		**2,647.40**
2764	67997			522.90	
2771	67099			2,000.00	
2765	67997			124.50	

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123596	06/13/2025	TFM COMM INC	4914		**1,229.53**
239192	66704			887.08	
239193	67117			297.82	
239190	67078			44.63	
123597	06/13/2025	TOPEKA AUTO GLASS LLC	13226		**415.50**
18298	66983			415.50	
123598	06/13/2025	TAZCO INC	4885		**9,105.00**
68420 2816 SW F	68420			9,105.00	
123599	06/20/2025	BEACON SALES ACQUISITION INC	12716		**27.96**
SD33226	66928			27.96	
123600	06/20/2025	CTCR INC	1194		**21,875.00**
00003193	67265			194.50	
00003187	68418			12,434.50	
00003194	67265			397.80	
00003191	67265			516.80	
00003192	67265			954.10	
00003188	67265			3,230.10	
00003189	67265			315.90	
00003190	67265			2,760.80	
00003195	67335			422.50	
00003196	67335			432.00	
00003197	67335			216.00	
123601	06/20/2025	EAGLE STORAGE INC	1463		**300.00**
2025 187	68593			300.00	
123602	06/20/2025	GREENCARE CONSTRUCTION INC	13517		**13,060.00**
668506 3310 SW	68506			6,085.00	
68369 1945 RANI	68369			3,480.00	
68423 1601 SW V	68423			3,495.00	
123603	06/20/2025	KANSAS TOPSOIL & TRUCKING LLC	13285		**8,560.00**
68541 1533 SW S	68541			8,560.00	
123604	06/20/2025	911 CUSTOM LLC	8345		**100.00**
61020	66777			100.00	
123605	06/20/2025	A 1 LOCK & KEY LLC	13		**26.40**
115353	66776			26.40	
123606	06/20/2025	ADVANCED BIOHAZARD CLEANUP LLC	12664		**230.00**
67472 5/27/25	67472			230.00	
123607	06/20/2025	APEX WATER AND PROCESS INC	13812		**3,684.40**
AR059641	67346			3,684.40	
123608	06/20/2025	BARTLETT & WEST ENGINEERS	391		**80,662.83**
730103922	67948			10,800.00	
730103935	68040			8,483.58	
730104138	66609			61,379.25	
123609	06/20/2025	BLUE CROSS BLUE SHIELD INC	528		**118,257.07**
W/E 6/17/2025	67176			118,257.07	
123610	06/20/2025	BORDER STATES INDUSTRIES INC	10997		**49.26**
930460258	66929			39.31	
930477569	66929			9.95	

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123611	06/20/2025	BPB HOLDING CORP	12379		**26.15**
P82874565	66821			26.15	
123612	06/20/2025	COMMERCIAL TIRE CENTERS INC	12082		**7,543.56**
18676	66884			1,645.87	
18677	66884			5,824.06	
18683	66884			73.63	
123613	06/20/2025	DELL MARKETING LP	1319		**3,165.00**
10817338626	68435			3,165.00	
123614	06/20/2025	DELTA DENTAL OF KANSAS INC	1323		**18,066.75**
440229	67353			3,345.60	
66986	67353			14,721.15	
123615	06/20/2025	DURKIN EQUIPMENT CO	1451		**1,634.27**
DK SINVP105982	66823			1,634.27	
123616	06/20/2025	ELITE TURF & LANDSCAPE LLC	13391		**1,000.00**
2738	67098			1,000.00	
123617	06/20/2025	ELLIOTT AUTO SUPPLY CO INC	5676		**723.64**
8 898374	67008			723.64	
123618	06/20/2025	EMBROIDERY PLUS BY TURQUOISE &	1522		**1,031.04**
018658	67443			1,031.04	
123619	06/20/2025	EUROFINS EATON ANALYTICAL INC	8594		**105.00**
3800086059	66900			105.00	
123620	06/20/2025	EWT HOLDING III CORP	9747		**16,896.39**
907049152	66937			16,896.39	
123621	06/20/2025	FIT EXCAVATING INC	3126		**172,702.70**
3375	65315			49,033.50	
3387	65003			108,741.20	
68595 SW 21ST S	68595			12,940.00	
68065 7108 WOC	68065			1,988.00	
123622	06/20/2025	FLEET FUELS LLC	13835		**3,727.68**
1151131	67185			289.44	
2171964 TP	67228			2,222.00	
2173276 TP	67228			1,216.24	
123623	06/20/2025	FOLEY EQUIPMENT COMPANY	9605		**116.30**
PS200245140	66950			97.50	
PS200245223	66950			12.23	
PS200245071	66950			6.57	
123624	06/20/2025	GALLS PARENT HOLDINGS LLC	11211		**623.89**
031454097	68213			120.94	
031483287	68295			142.58	
031454098	68213			60.47	
031467373	68213			60.47	
031482229	68213			58.02	
031454099	68213			60.47	
031454100	68213			60.47	
031467372	68213			60.47	
123625	06/20/2025	GT DISTRIBUTORS INC	2008		**1,059.19**
INV1046775	68178			1,059.19	

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123626	06/20/2025	HARCROS CHEMICALS INC	2090	**9,072.00**
011021405	66757		9,072.00	
123627	06/20/2025	INSIGHT PUBLIC SAFETY AND	11149	**1,900.00**
2165	67165		1,900.00	
123628	06/20/2025	J&D EQUIPMENT INC	162	**817.98**
55246	66780		817.98	
123629	06/20/2025	JOBBERS AUTOMOTIVE WAREHOUSE	2639	**40.39**
3452438	66957		40.39	
123630	06/20/2025	JOINT ECONOMIC DEVELOPMENT	6898	**1,071,873.33**
PAYMENT 5/31/2	JEDO		1,071,873.33	
123631	06/20/2025	KA-COMM INC	2615	**5,136.00**
196768	66867		5,136.00	
123632	06/20/2025	KANSASLAND TIRE INC OF HAYS KS	13228	**2,752.86**
28362	67018		1,745.50	
28390	67018		1,007.36	
123633	06/20/2025	KBS CONSTRUCTORS INC	2645	**230,083.78**
25 0509	65446		230,083.78	
123634	06/20/2025	KEVIN R COLHOUER LLC	1252	**215.00**
134549	66852		65.00	
134551	66852		65.00	
134553	66852		85.00	
123635	06/20/2025	LEWIS LEGAL NEWS INC	11367	**15.50**
L24072	67536		15.50	
123636	06/20/2025	LIGHTHOUSE CONTRACTING INC	3061	**3,816.00**
CR3204SEIRVIN	63792		3,816.00	
123637	06/20/2025	MIDLAND SCIENTIFIC INC	5733	**924.18**
6972215	67978		274.50	
6972215	67978		-274.50	
6972235	67978		458.31	
6973160	67978		465.87	
123638	06/20/2025	MULLINS, CHAD S	13141	**6,300.00**
00290	68552		6,300.00	
123639	06/20/2025	NEENAN COMPANY	3649	**900.96**
S3197185 002	67019		900.96	
123640	06/20/2025	O REILLY AUTOMOTIVE STORES INC	3714	**11.24**
0152 133788	67029		11.24	
123641	06/20/2025	PAYMENTUS CORPORATION	12578	**18,018.46**
INV 15 163904	ACH DEBT		18,018.46	
123642	06/20/2025	POMPS TIRE SERVICE INC	10675	**668.03**
1160089523	66971		408.62	
1160089589	66971		195.81	
1160089689	66971		63.60	
123643	06/20/2025	PREMIER FARM & HOME LLC	4002	**140.93**
368482	67225		140.93	

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123644	06/20/2025	PROFESSIONAL ENGINEERING	4018		**7,980.00**
534863	64392			7,980.00	
123645	06/20/2025	REIN, LINNEA S	4166		**848.00**
897119	67170			169.00	
897120	67170			82.00	
897121	67170			105.00	
897122	67170			84.50	
897123	67170			153.00	
897125	67170			118.50	
897130	67170			136.00	
123646	06/20/2025	RILEY ENVIRONMENTAL SERVICES	13873		**925.00**
25004	68398			925.00	
123647	06/20/2025	ROBERT ARMSTRONG	255		**3,000.00**
6092	68591			3,000.00	
123648	06/20/2025	RUSH TRUCK CENTERS	12611		**1,615.54**
3041872915	66974			700.22	
3041890393	66974			18.42	
3041792602	66974			506.90	
3041864319	66974			390.00	
123649	06/20/2025	SENT INC	12570		**16,530.00**
000039	68371			2,232.50	
000040	68367			2,232.50	
000041	68366			9,832.50	
000042	59788			2,232.50	
123650	06/20/2025	SHAWNEE F LLC	11043		**348,405.00**
72200	66794			94,663.00	
72072	68556			30,012.00	
72553	67547			44,746.00	
72554	67547			44,746.00	
72555	67547			44,746.00	
72561	67547			44,746.00	
72564	67547			44,746.00	
123651	06/20/2025	SOUTHWEST JANITORIAL	12258		**250.00**
30288	66850			250.00	
123652	06/20/2025	SPENCER & COMPANY	2321		**53,310.47**
S 69035	66861			66.39	
S 2 12417	66861			448.88	
S 69106	67015			482.52	
S 69133	67015			564.74	
S 69171	66861			1,473.76	
S 69187	67015			141.80	
S 69219	66861			66.39	
S 69222	66861			87.04	
W 60442	66861			49,978.95	
123653	06/20/2025	STAPLES CONTRACT N COMMERCIAL	4725		**1,851.67**
6032652496	68408			622.69	
6033121212	68417			260.23	
6033041763	68415			375.89	
6033121211	68416			55.89	
6033190117	68437			353.50	
6033190119	68440			35.30	
6032652497	68408			148.17	

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123654	06/20/2025	SUNFLOWER PAVING INC	4815		**94,495.05**
67724 2	67724			94,495.05	
123655	06/20/2025	TASTY FESTIVALS LLC	13919		**1,200.00**
0000477	68459			1,200.00	
123656	06/20/2025	TFI LLC	13514		**5,702.00**
2885	67131			200.00	
1010409	67818			5,502.00	
123657	06/20/2025	TORGESON TRENCHING SERVICE	5062		**26,889.00**
2013145	68452			6,798.00	
2013146	68452			4,180.00	
2013151	68452			10,906.00	
2013211	68452			5,005.00	
123658	06/20/2025	TRAFFIC CONTROL CORPORATION	8892		**10,750.00**
158453	67907			10,750.00	
123659	06/20/2025	TSQUARED LAWN CARE	12761		**990.00**
66718 8	66718			990.00	
123660	06/20/2025	U S LIME COMPANY - ST CLAIR	5117		**29,807.41**
3183484	66765			7,311.77	
3183828	66765			14,815.39	
3183847	66765			7,680.25	
123661	06/20/2025	UMB BANK NA	5127		**49,627.15**
PCARD06132025				49,627.15	
123662	06/20/2025	UNIFIRST CORPORATION	5134		**226.83**
1910087287	66662			4.87	
1910087288	66662			1.97	
1910087291	67080			13.45	
1910087379	67080			16.26	
1910087734	66874			87.71	
1910087332	66716			14.46	
1910087373	67080			8.78	
1910087286	66662			5.10	
1910087315	66716			41.98	
1910087330	66716			32.25	
123663	06/20/2025	UNITED RENTALS INC	12084		**6,229.10**
246042254 002	67820			6,229.10	
123664	06/20/2025	VANDERBILT'S NO 6	5199		**479.97**
539041	67128			179.99	
539042	67128			154.99	
539723	67079			144.99	
123665	06/20/2025	VERSATERM PUBLIC SAFETY US	13518		**5,735.20**
INV41 01227	68517			5,735.20	
123666	06/20/2025	VESTIS GROUP INC	9589		**318.93**
2801600865	67087			28.42	
2801601904	66708			127.69	
2801601907	67087			31.41	
2801601909	67087			17.82	
2801601917	67366			73.59	
2801601918	67366			40.00	
123667	06/20/2025	VETERINARY MEDICAL & SURGICAL	5222		**48.19**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
193583	67698			48.19	
123668	06/20/2025	WHITNEY B DAMRON PA	5418		**5,750.00**
0525	66735			5,750.00	
123669	06/20/2025	WSP USA INC	10927		**4,971.64**
40197990	64469			4,971.64	
123670	06/20/2025	YARDCRAFTERS LLC	13035		**540.00**
14688	68490			75.00	
14691	68490			390.00	
14692	68490			75.00	
123671	06/20/2025	ACH RENTALS LLC	13477		**2,200.00**
CON105-0625IM		IM June 2025 Payment		2,200.00	
123672	06/20/2025	EPIC PROPERTY MANAGEMENT LLC	12164		**852.00**
PEN105-0625IM		IM June 2025 Payment		852.00	
123673	06/20/2025	GUINN GROUP PROPERTIES LLC	13028		**14.00**
WRI103-0625A		S+C June 2025 Payment		14.00	
123674	06/20/2025	KANSAS PARADISE PLAZA LLC	13710		**132.00**
DIV101-0625A		S+C June 2025 Payment		132.00	
123675	06/20/2025	STILL PRODUCING LLC	12907		**68.00**
PER108-0625A		S+C June 2025 Payment		68.00	
123676	06/20/2025	APPLIED INDUSTRIAL	245		**77.55**
7032244770	66822			77.55	
123677	06/20/2025	BERRY COMPANIES INC	5408		**59.36**
06269050	67005			59.36	
123678	06/20/2025	CAPITAL BELT & SUPPLY INC	776		**201.83**
149796	66930			201.83	
123679	06/20/2025	CENTRIFUGE SYSTEMS LLC	13906		**3,300.00**
PSI 36655	68382			3,300.00	
123680	06/20/2025	CORE & MAIN LP	2146		**18,960.07**
W846978	68116			14,679.04	
W973353	68322			4,281.03	
123681	06/20/2025	DANCO SYSTEMS INC	1243		**3,657.50**
62165	67369			3,657.50	
123682	06/20/2025	FASTENAL COMPANY	1619		**248.45**
KSTOP331081	66939			36.75	
KSTOP331094	66939			63.64	
KSTOP331200	66939			110.24	
KSTOP331206	67062			37.82	
123683	06/20/2025	GADES SALES COMPANY INC	1820		**4,432.00**
0088127 IN	68087			4,432.00	
123684	06/20/2025	GRAINGER	1964		**1,057.54**
9523022169	68444			17.89	
9523835339	68453			1,039.65	
123685	06/20/2025	HACH COMPANY	2038		**755.20**
14512953	67031			755.20	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
123686	06/20/2025	HD SUPPLY INC	12991		**361.85**
INV00721964	66919			262.00	
INV00723668	66919			99.85	
123687	06/20/2025	JOHNSON CONTROLS US HOLDINGS	12157		**4,042.50**
41823276	68294			4,042.50	
123688	06/20/2025	KANSAS SAND & CONCRETE INC	2744		**4,384.50**
90594650	67130			629.25	
90594418	66876			1,457.75	
90594419	66876			343.00	
90594420	66876			857.50	
90594421	66876			754.00	
90594317	66876			343.00	
123689	06/20/2025	LOGIC INC	3090		**3,400.00**
INV180839	67879			3,400.00	
123690	06/20/2025	MID AMERICA PUMP LLC	3391		**54,015.96**
19430	65629			7,930.00	
19431	65629			32,367.79	
19432	65629			13,718.17	
123691	06/20/2025	MIDWEST CONCRETE MATERIALS	13847		**1,330.00**
698774	67827			492.00	
698886	67827			838.00	
123692	06/20/2025	SAFETY SUPPLIES	4336		**203.48**
SSI 250526	67115			179.48	
SSI 250570	67115			24.00	
123693	06/20/2025	SALISBURY SUPPLY COMPANY INC	4352		**1,349.49**
402725	66896			92.40	
402874	67116			63.11	
402887	67075			67.99	
403047	66896			1,064.28	
403050	66896			61.71	
123694	06/20/2025	SAMCO INC	4355		**13,895.16**
2500851	67197			3,690.00	
2501159	66715			304.50	
2501172	66715			414.50	
2501096	67121			1,373.66	
2501149	67197			1,132.50	
63816177	68455			6,980.00	
123695	06/20/2025	UNITED WAY OF KAW VALLEY INC	5157		**3,190.94**
2025003	57322			3,190.94	
123696	06/20/2025	SAFETY CONSULTING INC	4335		**3,249.50**
2505104	66891			278.00	
2505105	67129			278.00	
2505106	67129			764.50	
250598	66891			400.00	
250599	67203			1,529.00	
123697	06/20/2025	STAR SERVICES PROPERTY	13027		**2,000.00**
2776	67099			2,000.00	
123698	06/20/2025	TOPEKA AUTO GLASS LLC	13226		**892.13**
18395	66983			392.13	

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18459	66983			250.00	
18460	66983			250.00	
123699	06/27/2025	HENSON HUTTON MUDRICK GRAGSON	2199		**4,705.00**
48925	60380			3,080.00	
48926	64595			1,625.00	
123700	06/27/2025	STATE OF KANSAS	2732		**433.05**
00000021125062		Child Support - Amt		433.05	
123701	06/27/2025	STATE OF KANSAS	2732		**277.38**
00000034025062		Child Support - Amt		277.38	
123702	06/27/2025	STATE OF KANSAS	2732		**183.23**
00000034825062		Child Support - Amt		183.23	
123703	06/27/2025	STATE OF KANSAS	2732		**209.08**
00000075425062		Child Support - Amt		209.08	
123704	06/27/2025	STATE OF KANSAS	2732		**263.15**
00000077925062		Child Support - Amt		263.15	
123705	06/27/2025	STATE OF KANSAS	2732		**276.92**
00000085325062		Child Support - Amt		276.92	
123706	06/27/2025	STATE OF KANSAS	2732		**318.46**
00000093625062		Child Support - Amt		318.46	
123707	06/27/2025	STATE OF KANSAS	2732		**345.23**
00000097325062		Child Support - Amt		345.23	
123708	06/27/2025	STATE OF KANSAS	2732		**273.46**
00000107225062		Child Support - Amt		273.46	
123709	06/27/2025	STATE OF KANSAS	2732		**109.62**
00000112425062		Child Support - Amt		109.62	
123710	06/27/2025	STATE OF KANSAS	2732		**115.38**
00000215425062		Child Support - Amt		115.38	
123711	06/27/2025	STATE OF KANSAS	2732		**487.85**
00000224425062		Child Support - Amt		487.85	
123712	06/27/2025	STATE OF KANSAS	2732		**235.38**
00000225025062		Child Support - Amt		235.38	
123713	06/27/2025	STATE OF KANSAS	2732		**412.74**
00000225925062		Child Support - Amt		412.74	
123714	06/27/2025	STATE OF KANSAS	2732		**461.54**
00000226225062		Child Support - Amt		461.54	
123715	06/27/2025	STATE OF KANSAS	2732		**1,015.38**
00000234625062		Child Support - Amt		1,015.38	
123716	06/27/2025	STATE OF KANSAS	2732		**177.69**
00000241325062		Child Support - Amt		177.69	
123717	06/27/2025	STATE OF KANSAS	2732		**574.20**
00000247425062		Child Support - Amt		574.20	

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123718	06/27/2025	STATE OF KANSAS	2732		**470.77**
00000247825062		Child Support - Amt		470.77	
123719	06/27/2025	STATE OF KANSAS	2732		**299.54**
00000251925062		Child Support - Amt		299.54	
123720	06/27/2025	STATE OF KANSAS	2732		**997.38**
00000270525062		Child Support - Amt		997.38	
123721	06/27/2025	STATE OF KANSAS	2732		**605.54**
00000324725062		Child Support - Amt		605.54	
123722	06/27/2025	STATE OF KANSAS	2732		**530.77**
00000325525062		Child Support - Amt		530.77	
123723	06/27/2025	STATE OF KANSAS	2732		**96.92**
00000347225062		Child Support - Amt		96.92	
123724	06/27/2025	STATE OF KANSAS	2732		**91.85**
00000348825062		Child Support - Amt		91.85	
123725	06/27/2025	STATE OF KANSAS	2732		**100.15**
00000349225062		Child Support - Amt		100.15	
123726	06/27/2025	STATE OF KANSAS	2732		**199.85**
00000352025062		Child Support - Amt		199.85	
123727	06/27/2025	STATE OF KANSAS	2732		**119.08**
00000356225062		Child Support - Amt		119.08	
123728	06/27/2025	STATE OF KANSAS	2732		**131.58**
00000362925062		Child Support - Amt		131.58	
123729	06/27/2025	STATE OF KANSAS	2732		**244.62**
00000365825062		Child Support - Amt		244.62	
123730	06/27/2025	STATE OF KANSAS	2732		**54.46**
00000370125062		Child Support - Amt		54.46	
123731	06/27/2025	STATE OF KANSAS	2732		**11.54**
00000372825062		Child Support - Amt		11.54	
123732	06/27/2025	STATE OF KANSAS	2732		**369.23**
00000376125062		Child Support - Amt		369.23	
123733	06/27/2025	STATE OF KANSAS	2732		**490.62**
00000381825062		Child Support - Amt		490.62	
123734	06/27/2025	STATE OF KANSAS	2732		**184.62**
00000393825062		Child Support - Amt		184.62	
123735	06/27/2025	STATE OF KANSAS	2732		**92.31**
00000396125062		Child Support - Amt		92.31	
123736	06/27/2025	STATE OF KANSAS	2732		**127.85**
00000396125062		Child Support - Amt		127.85	
123737	06/27/2025	STATE OF KANSAS	2732		**194.77**
00000396625062		Child Support - Amt		194.77	
123738	06/27/2025	WATKINS CALCARA CHARTERED	12322		**2,191.10**

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8135 14021 6/16/	63641		1,898.60	
8135 14263 6/16/	66267		292.50	
123739	06/27/2025	BETTIS ASPHALT & CONSTRUCTION	470	**529,587.62**
9502702	66699		2,653.84	
9502721	66699		3,049.76	
9502739	66699		450.11	
24BA314PE7	64934		297,145.20	
24BA409PE9	65195		226,288.71	
123740	06/27/2025	CONDRAY & YOUNG LLC	1067	**2,350.00**
37751	68094		2,350.00	
123741	06/27/2025	CTCR INC	1194	**17,344.70**
00003209	67335		1,711.00	
00003210	67335		42.90	
00003212	66701		73.00	
00003213	67335		1,332.70	
00003214	67335		252.00	
00003205	67265		1,500.00	
00003206	67265		575.00	
00003200	67265		2,298.25	
00003201	67265		5,720.00	
00003202	67265		426.40	
00003203	67265		2,145.65	
00003204	67265		825.00	
00003207	67265		340.20	
00003208	67265		102.60	
123742	06/27/2025	DAPRATO CONSTRUCTION	12961	**20,454.90**
68207 3513-15 E'	68207		2,819.00	
68231 3515 SW E	68231		2,357.50	
68409 337 SW KE	68409		2,057.00	
68425 2422 SW 2	68425		1,069.40	
68426 435 SW BU	68426		4,464.00	
68431 20TH & MA	68431		4,279.00	
68465 MACVICAI	68465		3,409.00	
123743	06/27/2025	GARIBAY SITEWORKS LLC	13837	**85,928.00**
67212 2	67212		85,928.00	
123744	06/27/2025	GREENCARE CONSTRUCTION INC	13517	**22,838.25**
68401 1441 SW L	68401		7,599.25	
68430 1913 SW C	68430		1,205.00	
68464 1301 SW L	68464		4,810.00	
68507 1896 SW K	68507		1,491.00	
68508 1120 SE 3(	68508		2,923.00	
68513 SW 13TH S	68513		2,145.00	
68553 828 SW OI	68553		2,665.00	
123745	06/27/2025	REMCO DEMOLITION LLC	13700	**29,547.00**
68039 1	68039		29,547.00	
123746	06/27/2025	911 CUSTOM LLC	8345	**37,898.00**
59641C	66777		37,378.00	
61053	66777		520.00	
123747	06/27/2025	A 1 LOCK & KEY LLC	13	**40.60**
115138	66924		40.60	
123748	06/27/2025	ADVANCED BIOHAZARD CLEANUP LLC	12664	**385.00**
67472 6/3/25	67472		385.00	

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123749	06/27/2025	AFFINITY CHEMICAL LLC	11339		**6,501.00**
25117662	66754			6,501.00	
123750	06/27/2025	AIRGAS SPECIALTY PRODUCTS INC	9173		**5,779.80**
9161982877	66755			5,779.80	
123751	06/27/2025	ALTERNATIVES EAP LLC	8445		**3,147.69**
10945	67205			3,147.69	
123752	06/27/2025	ANIMAL CLINIC OF NORTH TOPEKA	235		**8,206.42**
356170	67143			8,206.42	
123753	06/27/2025	APEX WATER AND PROCESS INC	13812		**1,133.60**
AR062946	67346			1,133.60	
123754	06/27/2025	BARTLETT & WEST ENGINEERS	391		**289,546.96**
730103929	65658			40,970.00	
730103933	57214			22,530.60	
730103934	66136			295.59	
730104137	62652			96,875.67	
730104136	46657			850.50	
730104134	55203			2,802.40	
730104114	68018			4,995.90	
730104113	65606			4,478.94	
730104112	58765			1,295.00	
730104053	51677			30,343.18	
730103831	65302			84,109.18	
123755	06/27/2025	BARTLETT & WEST OPERATIONS LLC	12712		**43,991.51**
1091	66927			43,991.51	
123756	06/27/2025	BITFOCUS INC	13842		**4,150.00**
BF 13937	67278			4,150.00	
123757	06/27/2025	BLACK & VEATCH CORPORATION	505		**21,341.63**
1466131	68019			21,341.63	
123758	06/27/2025	BLUE BEAR INCORPORATED	9844		**4,944.00**
593	68022			4,944.00	
123759	06/27/2025	BLUE CROSS BLUE SHIELD INC	528		**125,000.00**
07/01/25 ADVAN(	67176			125,000.00	
123760	06/27/2025	BLUE CROSS BLUE SHIELD INC	528		**129,389.04**
22194059	67176			129,389.04	
123761	06/27/2025	BLUE CROSS BLUE SHIELD INC	528		**150,644.88**
W/E 6/24/2025	67176			150,644.88	
123762	06/27/2025	BORDER STATES INDUSTRIES INC	10997		**3,215.33**
930451134	66929			238.20	
930477571	66929			1,701.16	
930486171	66841			209.70	
930494254	66929			134.82	
930504166	66929			869.25	
930554241	66929			62.20	
123763	06/27/2025	BURGESS CONSTRUCTION LLC	13664		**45,459.00**
67893 1	67893			37,614.00	
68012 2	68012			7,845.00	
123764	06/27/2025	CABLE DAHMER AUTOMOTIVE LLC	12619		**295.03**

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99310	66788			295.03	
123765	06/27/2025	CBK INC	1023		**7.50**
2025 05 30 LC58	67148			7.50	
123766	06/27/2025	CDW LLC	10026		**10,365.00**
AE4X63Y	68469			10,365.00	
123767	06/27/2025	CHEMTEK INC	11684		**1,606.95**
431935	68150			1,606.95	
123768	06/27/2025	CLUB CAR WASH OPERATING LLC	12896		**2,100.00**
INV9903	67439			2,100.00	
123769	06/27/2025	COMMUNITY RESOURCES COUNCIL	1056		**30,000.00**
24/25 52475 PTR	CONTRACT			30,000.00	
123770	06/27/2025	CONTINUANT INC	11415		**1,223.87**
INV 2025 16683	66485			1,223.87	
123771	06/27/2025	COOK FLATT & STROBEL ENGINEERS	1089		**3,289.50**
55504	64164			3,289.50	
123772	06/27/2025	CUT N EDGE INC	5919		**87.00**
5351	68272			87.00	
123773	06/27/2025	DELL FINANCIAL SERVICES LP	1320		**18,163.71**
4196289	61263			2,816.09	
4302832	49791			3,297.41	
4303174	51951			9,838.03	
4303459	50068			2,212.18	
123774	06/27/2025	DELTA DENTAL OF KANSAS INC	1323		**14,763.06**
67743	67353			14,763.06	
123775	06/27/2025	DOWNTOWN TOPEKA INC	1408		**75,000.00**
2025 REDEV GR	CONTRACT			75,000.00	
123776	06/27/2025	DS SERVICES OF AMERICA INC	13004		**720.68**
19908707 06132	67522			59.44	
23137994 06102	67267			50.96	
23139100 05132	66702			134.68	
23139100 06102	66702			112.00	
24271379 06102	67549			172.35	
24813484 06102	67433			191.25	
123777	06/27/2025	DURKIN EQUIPMENT CO	1451		**3,281.54**
DK SINVP106015	66823			1,647.27	
DK SINVP106019	66823			1,634.27	
123778	06/27/2025	ED M FELD EQUIPMENT COMPANY	11895		**9,228.45**
INV10449	66947			4,546.64	
INV10543	66947			396.81	
INV9581	68205			4,151.35	
INV10999	66947			133.65	
123779	06/27/2025	ELLIOTT AUTO SUPPLY CO INC	5676		**719.95**
8 898672	66946			48.56	
8 898876	67008			82.80	
8 Z22552	67008			123.75	
8 Z22565	67008			585.16	
8 Z22567	67008			-120.32	

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123780	06/27/2025	ENDSLEY, BYRON L	10136		**2,179.20**
67150 APRIL-MA	67150			2,179.20	
123781	06/27/2025	EQUIPMENTSHARE.COM.INC	12197		**378.55**
5312675 000	66943			28.70	
5312940 000	66943			52.90	
5318370 000	66943			137.15	
5337176 000	66943			159.80	
123782	06/27/2025	EUROFINS EATON ANALYTICAL INC	8594		**146.20**
3800087632	66900			105.00	
8100133548	66900			41.20	
123783	06/27/2025	EWT HOLDING III CORP	9747		**29,646.32**
907054410	66937			2,250.00	
907069250	66937			10,610.95	
907076468	66937			16,785.37	
123784	06/27/2025	EXELON CORPORATION	8898		**7,637.92**
4344332- 06.25T		3245 NW WATER WORKS DR		139.39	
4344332- 06.25		Chall Common		1,937.92	
4344332- 06.25D		201 N TOPEKA - FORESTRY		44.99	
4344332- 06.25G		1115 NE POPLAR ST		3,434.33	
4344332- 06.25H		1600 NW BUTTON RD		52.76	
4344332- 06.25I		1901 SW WESTERN		82.81	
4344332- 06.25J		620 SE MADISON		897.13	
4344332- 06.25P		320 S KANSAS AVE		1,048.59	
123785	06/27/2025	EXPERIAN INFORMATION SOLUTIONS	5760		**370.06**
6000076456	66913			320.06	
6000076715	66913			50.00	
123786	06/27/2025	FISHER SCIENTIFIC COMPANY LLC	4949		**419.35**
1367730	66918			419.35	
123787	06/27/2025	FIT EXCAVATING INC	3126		**75,662.50**
3415	68268			63,760.50	
3423	68564			4,550.00	
67811 420 NE LI	67811			3,810.00	
68293 1025 SW (	68293			1,947.00	
68320 1231 SW H	68320			1,595.00	
123788	06/27/2025	FLEET FUELS LLC	13835		**22,538.26**
SI 1856	66838			965.39	
SI 911	67185			94.72	
1151185	67228			11.51	
40095463	67229			21,466.64	
123789	06/27/2025	FLEETPRIDE INC	7822		**99.87**
126343109	66948			7.89	
126387001	66948			91.98	
123790	06/27/2025	FOLEY EQUIPMENT COMPANY	9605		**12.23**
PS200245442	66950			12.23	
123791	06/27/2025	FORCE AMERICA DISTRIBUTING LLC	9721		**56.66**
IN001 2072944	66951			56.66	
123792	06/27/2025	FRIENDS OF THE TOPEKA ZOO	1794		**1,025,396.00**
2025 301047.08	DE			1,025,396.00	

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123793	06/27/2025	GALLS PARENT HOLDINGS LLC	11211		**791.15**
031594931	68518			66.23	
031600063	68518			67.52	
031606736	68518			580.20	
031624793	68518			38.60	
031624794	68518			38.60	
123794	06/27/2025	GARNEY COMPANIES INC	5785		**146,109.49**
58842 22	58842			146,109.49	
123795	06/27/2025	GILMORE CRANE CORPORATION	11190		**1,648.00**
19886	67979			1,648.00	
123796	06/27/2025	GSC ENTERPRISES INC	12609		**22.00**
202505	66911			22.00	
123797	06/27/2025	GT DISTRIBUTORS INC	2008		**761.32**
INV1047825	68178			475.20	
INV1048599	68433			286.12	
123798	06/27/2025	HELPING HANDS HUMANE SOCIETY	2183		**29,878.26**
52322 2025	CONTRACT			29,878.26	
123799	06/27/2025	HOWMEDICA OSTEONICS CORP	13219		**105.06**
9206916221	68607			105.06	
123800	06/27/2025	HTE TECHNOLOGIES INC	13828		**5,416.39**
10759569 00	68516			5,416.39	
123801	06/27/2025	HYSPECO INC	13342		**44.16**
00840247	66956			44.16	
123802	06/27/2025	IMAGING OFFICE SYSTEMS	5922		**1,750.00**
INV109193	67871			1,750.00	
123803	06/27/2025	J WARREN COMPANY INC	2469		**264,825.00**
67696 1	67696			264,825.00	
123804	06/27/2025	J&D EQUIPMENT INC	162		**1,776.05**
55163	66780			1,776.05	
123805	06/27/2025	JEO CONSULTING GROUP INC	11840		**5,796.25**
161518	67057			5,796.25	
123806	06/27/2025	JOBBERS AUTOMOTIVE WAREHOUSE	2639		**2,808.50**
3453597	66957			10.58	
3453624	66957			48.60	
3452967	66957			-19.00	
3453512	66957			4.35	
3453586	66957			16.11	
3453593	66957			46.33	
3453361	67067			44.86	
3453400	67066			93.10	
3453415	66957			31.87	
3453751	66957			8.49	
3453772	66957			62.83	
3453435	67066			17.05	
3453777	67066			24.01	
3453817	66957			19.89	
3453637	66957			21.40	
3453657	67017			178.27	
3453737	66957			9.02	

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3453743	67067		46.08	
3453818	67067		92.16	
3453859	67017		114.72	
3454610	66957		10.07	
3453880	66957		77.14	
3453903	67017		201.57	
3454165	66957		28.07	
3454191	67017		173.50	
3454209	66957		2.09	
3454298	67066		183.26	
3454353	67066		12.79	
3454769	67067		132.76	
3454364	67067		33.16	
3454378	67066		26.07	
3454396	67017		142.69	
3454193	67017		61.74	
3454201	66957		78.38	
3454202	67067		15.12	
3454517	67067		42.62	
3454535	67066		2.20	
3454902	66957		15.26	
3454949	67066		78.38	
3454783	67066		16.76	
3454796	66957		51.75	
3453916	67067		196.68	
3454000	66957		256.87	
3454068	67066		35.16	
3454099	67067		63.69	
123807	06/27/2025	KANSAS ONE CALL SYSTEM INC	2728	**3,787.84**
5050504	66889		3,787.84	
123808	06/27/2025	KANSASLAND TIRE INC OF HAYS KS	13228	**2,303.62**
28427	67018		1,692.00	
28501	67018		255.50	
28560	67018		356.12	
123809	06/27/2025	KBS CONSTRUCTORS INC	2645	**175,867.64**
25 0530	60828		145,402.64	
25 0511	66094		30,465.00	
123810	06/27/2025	KEVIN R COLHOUER LLC	1252	**785.00**
134665	66852		85.00	
134666	66852		85.00	
134667	66852		80.00	
134713	66852		65.00	
134714	66852		85.00	
134718	66852		65.00	
134737	66852		85.00	
134815	66852		85.00	
134816	66852		85.00	
134843	66852		65.00	
123811	06/27/2025	KLAVER CONSTRUCTION COMPANY	10517	**230,633.53**
64338 FINAL	64338		230,633.53	
123812	06/27/2025	LANGUAGE LINE SERVICES INC	2967	**1,160.22**
11622447	DE		1,127.22	
11633264	63644		33.00	
123813	06/27/2025	LAWRENCE PEST CONTROL	13255	**1,800.00**
3299	67141		1,800.00	

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123814	06/27/2025	LEAGUE OF KANSAS	2614		**300.00**
1427	68620			300.00	
123815	06/27/2025	LEATHAM FAMILY LLC	4849		**320.00**
0532959	67683			320.00	
123816	06/27/2025	LETTS VANKIRK & ASSOCIATES	11233		**2,200.00**
19445	66995			2,200.00	
123817	06/27/2025	LINEAGE MAILING SERVICES LLC	9223		**10,016.14**
MAY 2025	POSTAGE			10,016.14	
123818	06/27/2025	MATHESON TRI-GAS INC	7179		**1,077.15**
52509849	67069			86.95	
52509850	67069			120.94	
52509852	66843			85.05	
52509853	66843			391.10	
52509848	67069			393.11	
123819	06/27/2025	MERI-CRETE LLC	12044		**10,151.00**
68421 335 SW QI	68421			5,505.00	
68463 SE 23RD S	68463			4,646.00	
123820	06/27/2025	MICHAEL & SONS INC	3377		**11,410.00**
68477 WATER CI	68477			11,410.00	
123821	06/27/2025	MIDLAND SCIENTIFIC INC	5733		**369.83**
6977939	67978			50.70	
6978045	67978			201.58	
6977671	67978			117.55	
123822	06/27/2025	MILLS, RICKY A	3457		**883.51**
67167 JUNE 202	67167			439.83	
67167 MAY 2025	67167			443.68	
123823	06/27/2025	MINNESOTA ELEVATOR INC	7834		**5,304.37**
1130197	65885			5,304.37	
123824	06/27/2025	MISSOURI DOOR CO INC	3747		**3,648.66**
60039	67027			917.50	
60048	67027			1,671.49	
60106	67340			540.77	
60146	67340			296.40	
59895	67027			222.50	
123825	06/27/2025	NATIONAL BACKGROUND	9744		**2,202.31**
103373	67221			2,202.31	
123826	06/27/2025	NATIONAL ENROLLMENT PARTNERS	13833		**2,877.50**
6796802	67857			2,877.50	
123827	06/27/2025	NEENAN COMPANY	3649		**2,924.24**
S3195744.001	67019			1,374.40	
S3203497 001	67019			1,549.84	
123828	06/27/2025	O REILLY AUTOMOTIVE STORES INC	3714		**700.95**
0152 134354	67072			14.69	
0152 135108	66967			252.39	
0152 135132	66967			51.35	
0152 13515	66967			35.61	
0152 135190	67029			15.66	
0152 135847	66967			53.77	

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0152 136014	67029		11.02	
0152 137498	67029		197.89	
0152 136630	67073		48.99	
0152 136870	66967		19.58	
123829	06/27/2025	PALMBERG, BRADEN KENT	13927	**38.00**
2024 81716	68586		38.00	
123830	06/27/2025	POLYDYNE INC	5879	**30,532.00**
1933252	66758		30,532.00	
123831	06/27/2025	POMPS TIRE SERVICE INC	10675	**486.56**
1160089860	66971		412.36	
1160089905	66971		74.20	
123832	06/27/2025	POTTERS INDUSTRIES	3982	**18,700.00**
91454525	68200		18,700.00	
123833	06/27/2025	PREMIER FARM & HOME LLC	4002	**126.97**
369838	66972		89.99	
369430	66972		36.98	
123834	06/27/2025	PROFESSIONAL ENGINEERING	4018	**28,050.00**
534786	65449		28,050.00	
123835	06/27/2025	PUR O ZONE INC	6773	**2,241.09**
915834	68512		1,227.99	
915656	67142		1,013.10	
123836	06/27/2025	RECREATION ENGINEERING AND	8873	**4,320.00**
66506 11	66506		4,320.00	
123837	06/27/2025	RILEY ENVIRONMENTAL SERVICES	13873	**1,100.00**
25006	68471		550.00	
25009	68510		550.00	
123838	06/27/2025	ROBERT ARMSTRONG	255	**2,200.00**
1091	65861		2,200.00	
123839	06/27/2025	ROCHESTER CEMETERY ASSOCIATION	4257	**20,000.00**
2025 GRANT	CONTRACT		20,000.00	
123840	06/27/2025	RUSH TRUCK CENTERS	12611	**572.80**
3041971999	67033		262.80	
3041900858	67033		155.00	
3041936669	67033		155.00	
123841	06/27/2025	SBB ENGINEERING LLC	8999	**26,916.00**
8711	65959		26,916.00	
123842	06/27/2025	SCHWERDT DESIGN GROUP	4427	**1,020.00**
50611	63628		1,020.00	
123843	06/27/2025	SHAWNEE F LLC	11043	**89,392.00**
72785	67638		44,696.00	
72786	67638		44,696.00	
123844	06/27/2025	SIMILAR MODE UNIFORMS INC	4563	**80.98**
68209 FINAL	68209		80.98	
123845	06/27/2025	SKIPS HEATING AND AIR	12742	**11,000.00**
633	68107		11,000.00	

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123846	06/27/2025	SOUTHWEST JANITORIAL	12258	**18,735.00**
30290	66850		742.00	
30277	66850		492.00	
30278	66850		848.00	
30287	66850		400.00	
30289	66850		482.30	
30284	66850		1,007.00	
30285	66850		3,418.50	
30286	66850		560.00	
30279	66850		371.00	
30280	66850		1,939.80	
30281	66850		4,642.80	
30282	67125		969.60	
30283	66850		2,862.00	
123847	06/27/2025	SPENCER & COMPANY	2321	**1,907.06**
S 2 12535	66861		67.51	
S 69243	66861		215.57	
S 69250	67015		30.72	
S 69262	66861		21.40	
S 69274	66861		66.39	
S 69282	66861		129.06	
S 69292	66861		818.97	
S 69322	66861		-66.39	
S 69347	66861		66.39	
S 69396	66861		305.78	
S 69456	66861		251.66	
123848	06/27/2025	STAPLES CONTRACT N COMMERCIAL	4725	**659.79**
6033295305	68437		164.50	
6033855236	68461		191.45	
6033988706	68500		36.06	
6033988707	68501		73.92	
6033988708	68502		320.13	
6022832426	67356		-38.32	
6033242473	68400		13.64	
6034066017	68515		116.58	
6034358802	68536		63.93	
6034728595	68437		-282.10	
123849	06/27/2025	STUMBAUGH III, RALPH W	5777	**36,000.00**
67973 1	67973		36,000.00	
123850	06/27/2025	SUNFLOWER PAVING INC	4815	**557,164.38**
65662 7	65662		557,164.38	
123851	06/27/2025	TENOPIR & HUERTER LAW FIRM	13831	**27,083.33**
52575 2025	CONTRACT		27,083.33	
123852	06/27/2025	TILLMAN ROAD INSPECTIONS LLC	12017	**3,596.00**
67957 MAY 2025	67957		3,596.00	
123853	06/27/2025	TOPEKA CEMETERY INC	5019	**50,000.00**
2025 GRANT	CONTRACT		50,000.00	
123854	06/27/2025	TOPEKA PLUMBING &	13126	**8,000.00**
1588	68511		8,000.00	
123855	06/27/2025	TOPEKA-SHAWNEE COUNTY	11621	**1,000.00**
LAW ENF MEM F	DE		1,000.00	
123856	06/27/2025	TORGESON TRENCHING SERVICE	5062	**17,188.50**

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2013459	68452			1,812.00	
2013466	68452			1,730.00	
2013551	68452			4,691.50	
2013552	68452			2,376.00	
2013697	68637			1,398.00	
2013553	68452			5,181.00	
123857	06/27/2025	TREMBLAY, AUSTIN	13901		**4,652.00**
INV3137	68306			4,482.00	
INV3138	68321			170.00	
123858	06/27/2025	TSQUARED LAWN CARE	12761		**2,365.00**
66718 10	66718			1,375.00	
66718 9	66718			990.00	
123859	06/27/2025	TYLER TECHNOLOGIES INC	10407		**1,907.50**
025 511911	68330			1,907.50	
123860	06/27/2025	U S LIME COMPANY - ST CLAIR	5117		**60,507.07**
3186542	66765			7,719.84	
3184227	66765			7,604.11	
3184994	66765			15,217.37	
3185015	66765			7,476.21	
3185046	66765			7,607.16	
3185539	66765			7,610.20	
3186046	66765			7,272.18	
123861	06/27/2025	UMB BANK NA	5127		**68,551.54**
PCARD06202025				68,551.54	
123862	06/27/2025	UNIFIRST CORPORATION	5134		**162.03**
1910088096	66662			5.10	
1910088097	66662			4.87	
1910088098	66662			1.97	
1910088102	67080			13.45	
1910088114	66716			14.46	
1910088128	67080			8.78	
1910088130	67080			16.26	
1910088754	66662			5.10	
1910088755	66662			4.87	
1910088756	66662			1.97	
1910088760	67080			13.45	
1910088772	66716			32.25	
1910088773	66716			14.46	
1910088776	67080			8.78	
1910088793	67080			16.26	
123863	06/27/2025	UNITED ENGINEERING GROUP	13273		**4,325.00**
1354	65961			1,912.50	
1355	66401			875.00	
1366	65111			1,537.50	
123864	06/27/2025	US PEROXIDE LLC	12298		**27,246.03**
CIN470026907	67671			14,441.70	
CIN470026965	67671			12,804.33	
123865	06/27/2025	USIC HOLDINGS INC	12300		**72,804.32**
736371	67126			72,804.32	
123866	06/27/2025	VESTIS GROUP INC	9589		**1,397.90**
2801601919	67366			179.36	
2801604501	67087			28.42	
2801604585	66708			136.42	

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2801604588	67087			31.41	
2801604591	67087			17.82	
2801604601	67366			73.59	
2801604602	67366			40.00	
2801604603	67366			8.36	
2801604670	67366			82.63	
2801605600	67366			145.95	
2801607558	67087			28.42	
2801607575	66708			136.42	
2801607578	67087			31.41	
2801607580	67087			17.82	
2801607587	67366			146.92	
2801607588	67366			73.59	
2801607589	67366			40.00	
2801607590	67366			179.36	
123867	06/27/2025	VETERINARY MEDICAL & SURGICAL	5222		**466.84**
194099	67698			466.84	
123868	06/27/2025	WELLNITZ TREE CARE INC	13775		**1,875.00**
15713	67934			1,875.00	
123869	06/27/2025	WEST PUBLISHING CORPORATION	4972		**5,379.67**
851994491	68535			5,379.67	
123870	06/27/2025	WSP USA INC	10927		**42,967.41**
40197988	67241			11,411.19	
40200361	67479			5,193.58	
40204810	67381			19,350.19	
40159806	67747			7,012.45	
123871	06/27/2025	YARDCRAFTERS LLC	13035		**1,198.00**
14723	67058			599.00	
14724	67058			599.00	
123872	06/27/2025	ACE ELECTRIC JONES COMPANY INC	35		**11,905.00**
10423	67120			8,870.00	
10424	66877			3,035.00	
123873	06/27/2025	APPLIED INDUSTRIAL	245		**862.05**
7032295033	66822			862.05	
123874	06/27/2025	BERRY COMPANIES INC	5408		**2,167.32**
06269237	67005			2,077.22	
06269407	67005			90.10	
123875	06/27/2025	CAPITAL BELT & SUPPLY INC	776		**2,995.42**
149843	66930			608.93	
149897	66930			1,586.34	
150045	66892			62.55	
150049	66930			36.62	
149839	66930			700.98	
123876	06/27/2025	CONSOLIDATED ELECTRICAL	4174		**5,289.77**
8792 1083943	66878			39.35	
8792 1084106	67040			3,120.13	
8792 1084196	67040			2,130.29	
123877	06/27/2025	CORE & MAIN LP	2146		**4,685.15**
X068633	68438			355.16	
X087487	67124			4,122.00	
X105299	68438			327.84	
X128773	68438			-119.85	

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123878	06/27/2025	FASTENAL COMPANY	1619		**365.58**
KSTOP331256	67062			58.96	
KSTOP331553	66939			103.82	
KSTOP331588	67062			202.80	
123879	06/27/2025	GRAINGER	1964		**2,361.13**
9526575007	66430			207.81	
9526358776	68470			412.32	
9537123680	68557			504.00	
9537123698	68557			906.65	
9539586710	68572			330.35	
123880	06/27/2025	HACH COMPANY	2038		**896.57**
14533462	67031			583.57	
14538590	67031			313.00	
123881	06/27/2025	HD SUPPLY INC	12991		**1,521.27**
INV00726919	66919			1,407.93	
INV00728620	66919			10.00	
INV00728783	66919			21.55	
INV00737076	66919			81.79	
123882	06/27/2025	IBT INC	2377		**1,209.83**
30134639	66944			650.90	
30136592	66944			558.93	
123883	06/27/2025	KANSAS SAND & CONCRETE INC	2744		**8,592.50**
90595036	66876			857.50	
90595236	67130			2,572.50	
90595237	67130			532.00	
90595484	66876			3,430.00	
90595650	66876			857.50	
90595943	66876			343.00	
123884	06/27/2025	KEY EQUIPMENT & SUPPLY CO	2847		**4,260.56**
KC217306	66959			4,078.58	
KC217269	66959			181.98	
123885	06/27/2025	LOGIC INC	3090		**4,982.91**
INV181052	67879			2,582.91	
INV181085	67879			2,400.00	
123886	06/27/2025	MIDWEST CONCRETE MATERIALS	13847		**1,266.00**
698775	67827			574.00	
702119	67827			692.00	
123887	06/27/2025	MOUNTAINLAND SUPPLY LLC	13767		**73,683.25**
S106733362 001	67106			73,353.25	
S106910303 001	67106			330.00	
123888	06/27/2025	SAFETY SUPPLIES	4336		**733.49**
SSI 250620	67115			554.94	
SSI 250623	67115			24.00	
SSI 250624	67115			82.55	
SSI 250625	67115			48.00	
SSI 250626	67115			24.00	
123889	06/27/2025	SALISBURY SUPPLY COMPANY INC	4352		**2,778.29**
403901	66896			156.00	
403908	66977			11.00	
403909	67075			11.82	

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403388	66896			108.82	
403579	67116			73.00	
403769	67116			26.33	
404237	66896			248.13	
404409	66896			1,786.81	
404585	67116			45.00	
404612	67116			17.50	
404617	67116			54.26	
404770	66896			179.08	
404782	67116			60.54	
123890	06/27/2025	SAMCO INC	4355		**8,383.20**
2501286	66715			182.50	
2501350	66715			124.50	
2501381	66715			784.50	
2501390	66715			381.00	
2501452	67121			334.50	
2501067	66715			2,723.81	
2501270	66715			1,050.39	
2501262	66905			435.47	
2501259	66715			1,501.47	
2501268	66715			865.06	
123891	06/27/2025	HUNTER LANE LLC	12191		**192,763.33**
592042	67431			187,015.22	
592106	67431			5,743.51	
592107	67431			4.60	
123892	06/27/2025	VALEO BEHAVIORAL HEALTH CARE	5187		**8,437.50**
2025 GRANT AS(	CONTRACT			8,437.50	
123893	06/27/2025	CITY OF TOPEKA FRIENDSHIP FUND	948		**570.21**
FR102506271734		Friendship Fund		164.50	
FR102506271734		Friendship Fund		50.50	
FR102506271734		Friendship Fund		27.00	
FR102506271734		Friendship Fund		8.00	
FR102506271734		Friendship Fund		5.00	
FR102506271734		Friendship Fund		18.00	
FR102506271734		Friendship Fund		48.50	
FR102506271734		Friendship Fund		34.25	
FR102506271734		Friendship Fund		173.96	
FR102506271734		Friendship Fund		40.50	
123894	06/27/2025	COLONIAL LIFE & ACCIDENT	8789		**8,946.02**
6/13/25 PAYROLL	PAYROLL			4,462.67	
6/27/25 PAYROLL	PAYROLL			4,464.21	
ADJ SCHUETZ A	PAYROLL			19.14	
123895	06/27/2025	COLONIAL LIFE & ACCIDENT	8789		**10,530.22**
6/13/25 PAYROLL	PAYROLL			5,240.69	
6/27/25 PAYROLL	PAYROLL			5,205.20	
ADJ BAUSCH CA	PAYROLL			59.15	
ADJ SCHUETZ C	PAYROLL			25.18	
123896	06/27/2025	COLONIAL LIFE & ACCIDENT	8789		**3,906.56**
6/13/25 PAYROLL	PAYROLL			1,914.38	
6/27/25 PAYROLL	PAYROLL			1,904.38	
ADJ SCHUETZ C	PAYROLL			12.38	
ADJ VANDEVEL (	PAYROLL			75.42	
123897	06/27/2025	COLONIAL LIFE & ACCIDENT	8789		**12,515.94**
6/13/25 PAYROLL	PAYROLL			6,244.97	
6/27/25 PAYROLL	PAYROLL			6,254.33	

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ADJ BARBER DIS	PAYROLL		16.64	
123898	06/27/2025	DVM INSURANCE AGENCY	12262	**2,460.76**
5/16/25 PAYROLL	PAYROLL		0.70	
6/13/25 PAYROLL	PAYROLL		1,230.03	
6/27/25 PAYROLL	PAYROLL		1,230.03	
123899	06/27/2025	INTERNATIONAL ASSOCIATION OF	2424	**10,054.98**
6/27/25 ADMIN F	PAYROLL		-14.04	
UNI12506271734		Union Dues - IAFF	10,069.02	
123900	06/27/2025	KANSAS ASSOCIATION OF PUBLIC	2630	**728.93**
UNK1250627173		Union Dues - KAPE	62.76	
UNK1250627173		Union Dues - KAPE	80.41	
UNK1250627173		Union Dues - KAPE	83.68	
UNK1250627173		Union Dues - KAPE	83.68	
UNK1250627173		Union Dues - KAPE	62.76	
UNK1250627173		Union Dues - KAPE	62.76	
UNK1250627173		Union Dues - KAPE	292.88	
123901	06/27/2025	SURENCY LIFE & HEALTH	10654	**10,697.67**
ADJ TROWER 5/	PAYROLL		9.32	
6/27/25 PAYROLL	PAYROLL		5,311.25	
ADJ BARBER 5/1	PAYROLL		14.40	
ADJ SCHUETZ 3/	PAYROLL		14.40	
ADJ SPACKMAN	PAYROLL		8.64	
6/13/25 PAYROLL	PAYROLL		5,315.78	
ADJ BAUSCH 5/3	PAYROLL		19.90	
ADJ SAMS 5/2/25	PAYROLL		3.98	
123902	06/27/2025	UNITED WAY OF KAW VALLEY INC	5157	**53.00**
UW10250627173		United Way	35.00	
UW10250627173		United Way	16.00	
UW10250627173		United Way	2.00	
123903	06/27/2025	ALFRED BENESCH & COMPANY	12193	**1,935.00**
321270	60843		1,172.00	
323071	62591		763.00	
123904	06/27/2025	CLEAN CUT LAWN CARE	13848	**11,693.44**
I3910	67467		4,605.44	
I3911	67467		7,088.00	
123905	06/27/2025	DOXIM UTILITEC LLC	11892	**29,945.00**
0825 PA	66882		29,945.00	
123906	06/27/2025	HALLEY COUNSELING SERVICES	13303	**5,395.00**
5789	64765		5,395.00	
123907	06/27/2025	ICC GENERAL CODE INC	12737	**143.70**
GCI0017841	68037		143.70	
123908	06/27/2025	JOHNSON CONTROLS INC	2546	**12,818.00**
00048453981	68399		12,818.00	
123909	06/27/2025	STAR SERVICES PROPERTY	13027	**4,647.40**
2779	67099		2,000.00	
2781	67997		522.90	
2782	67997		124.50	
2787	67099		2,000.00	
123910	06/27/2025	STATE OF KANSAS	2662	**23,548.00**

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252269	68350			2,450.00	
252335	68350			21,098.00	
123911	06/27/2025	TFM COMM INC	4914		**2,374.53**
239227	66704			490.39	
239228	66704			415.39	
239353	62230			1,468.75	
123912	06/27/2025	TOPEKA AUTO GLASS LLC	13226		**355.64**
18564	66983			355.64	
123913	06/27/2025	EMCON INC	1523		**12,000.00**
13468	68600			12,000.00	
		Total for Electronic Payments			**16,996,800.94**
Need to Define MNL					
2216	06/06/2025	APPLICATION SOFTWARE INC	9872		**2,285.45**
W/E 5/30/25	ACH DEBT			2,285.45	
2217	06/06/2025	GREAT WEST LIFE & ANNUITY	9755		**903.85**
1301324960	PAYROLL			903.85	
2218	06/06/2025	TRANSFIRST HOLDINGS INC	9923		**31,468.70**
CC FEE APRIL 2(	ACH DEBT			9,589.31	
CC FEE MARCH	ACH DEBT			8,724.90	
CC FEE MAY 202	ACH DEBT			13,154.49	
2219	06/06/2025	US BANK INC	5174		**92,943.95**
CC FEE MAR 202	ACH DEBT			31,732.27	
CC FEE MAY 202	ACH DEBT			30,442.61	
CC FEE APR 202	ACH DEBT			30,769.07	
2220	06/06/2025	CORVEL HEALTHCARE CORPORATION	8818		**712.71**
W/E 05/30/2025	ACH DEBT			15,332.94	
W/E 05/23/2025	ACH DEBT			-14,620.23	
2221	06/06/2025	DEPT OF TREASURY	9805		**610,188.80**
PAYROLL 5/30/25	PAYROLL			610,188.80	
2222	06/06/2025	KANSAS DEPT OF REVENUE	9806		**162,800.44**
PAYROLL 5/30/25	PAYROLL			162,800.44	
2223	06/06/2025	KPERS	9818		**839,463.52**
PAYROLL-KPF 5/	PAYROLL			12,782.96	
PAYROLL-KPERS	PAYROLL			236,984.19	
PAYROLL-OP LIF	PAYROLL			8,652.16	
PAYROLL-KP&F :	PAYROLL			578,090.45	
PAYROLL-KPER	PAYROLL			2,953.76	
211	06/12/2025	KANSAS STATE TREASURER/DEBT	9781		**1,775,263.05**
GO BONDS 2/15/	BOND			1,775,263.05	
212	06/12/2025	KANSAS STATE TREASURER/DEBT	9781		**6,224,509.00**
UTILITY BONDS	BOND			6,224,509.00	
2224	06/13/2025	APPLICATION SOFTWARE INC	9872		**8,927.09**
W/E 6/6/25	ACH DEBT			8,927.09	
2225	06/13/2025	CORVEL HEALTHCARE CORPORATION	8818		**25,041.13**
W/E 06/06/2025	ACH DEBT			25,041.13	
2226	06/20/2025	APPLICATION SOFTWARE INC	9872		**9,114.66**

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W/E 6/13/25	ACH DEBT			9,114.66	
2227	06/20/2025	GREAT WEST LIFE & ANNUITY	9755		**78,264.21**
1305584889	PAYROLL			77,360.36	
1305588718	PAYROLL			903.85	
2228	06/20/2025	CORVEL HEALTHCARE CORPORATION	8818		**19,292.86**
W/E 06/13/2025	ACH DEBT			19,292.86	
2229	06/20/2025	DEPT OF TREASURY	9805		**599,058.66**
PAYROLL 6/13/25	PAYROLL			599,058.66	
2230	06/20/2025	KANSAS DEPT OF REVENUE	9806		**162,436.52**
PAYROLL 6/13/25	PAYROLL			162,436.52	
2231	06/20/2025	KPERS	9818		**876,883.38**
PAYROLL-KP&F (	PAYROLL			636,648.69	
PAYROLL-KPERS	PAYROLL			240,032.40	
PAYROLL-WAR 4	PAYROLL			202.29	
2232	06/27/2025	APPLICATION SOFTWARE INC	9872		**8,729.87**
W/E 6/20/25	ACH DEBT			8,729.87	
2233	06/27/2025	STATE OF KANSAS	2691		**68,691.53**
5169 GA7M 5K44	SALESTAXWATER			68,691.53	
2234	06/27/2025	CORVEL HEALTHCARE CORPORATION	8818		**23,352.32**
W/E 06/20/2025	ACH DEBT			23,352.32	
		Total for Need to Define MNL			**11,620,331.70**
Need to Define PPD					
10778	06/06/2025	BENTLER, JOHN	11369		**1,000.00**
45797.2846	68497			1,000.00	
10779	06/06/2025	BOURQUIN, ELIZABETH	13242		**610.97**
45796.6009		NEW ORLEANS LA 4/27-5/1/25		610.97	
10780	06/06/2025	HAYDEN, RYAN B	2133		**722.40**
45807.3715		LAWRENCE KS 3/10-5/23/25		722.40	
10781	06/06/2025	PARRISH, BRANDON SCOTT	12420		**403.00**
45803.3122	68498			403.00	
10782	06/06/2025	TRYON, JASON	13909		**213.42**
45784.4128		ADV-GLENDALE AZ 5/16-22/2025		-232.20	
45810.5991		RCN-GLENDALE AZ 5/16-22/2025		445.62	
10783	06/13/2025	KIZZAR, JANA N	6191		**91.80**
45814.4477		STAFFORD VA 6/4-6/5/2025		91.80	
10784	06/13/2025	STANLEY, AMANDA	12697		**549.10**
45806.5071		WASHINGTON DC 4/23-28/2025		549.10	
10785	06/20/2025	DENNISON, DARRIA	13917		**412.38**
45825.3998		EE-MILEAGE 6/9-12/2025		412.38	
10786	06/27/2025	KINNETT, JOSEPH	2874		**495.00**
EE 45824.4404	68630			495.00	
10787	06/27/2025	MCCLANE, CRAIG	3270		**26.75**
45805.6556		EE-DL REIMBURSEMENT (IAFF)		26.75	

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10788	06/27/2025	AYON, MARIA	13093		**75.00**
925656	68621			75.00	
		Total for Need to Define PPD			**4,599.82**
Check Payments					
759736	06/06/2025	CEPEDA, ANA	13913		**300.00**
O4	68476			150.00	
P4	68476			150.00	
759737	06/06/2025	OAKS MHP LAND LLC	13889		**300.00**
O7	68485			100.00	
T7	68485			200.00	
759738	06/06/2025	SEBACO LLC	13890		**350.00**
O5	68483			250.00	
T5	68483			100.00	
759739	06/06/2025	VAUSBINDER, TRENT E	13888		**1,500.00**
O4	68484			1,150.00	
T4	68484			350.00	
759741	06/06/2025	AIRGAS INC	13216		**267.05**
9161191943	66925			267.05	
759742	06/06/2025	AT&T	281		**1,027.68**
78535783702758	DE			1,027.68	
759743	06/06/2025	AT&T	281		**101.65**
148547694 5/25/2	WELLNESS UVERS			101.65	
759744	06/06/2025	AUTOZONE STORES LLC	11262		**211.84**
04473257751	66781			211.84	
759745	06/06/2025	BERRY COMPANIES INC	462		**398.58**
6J003575	66783			398.58	
759746	06/06/2025	COMMISSION ON ACCREDITATION	5691		**5,555.00**
INV45332	68486			5,555.00	
759747	06/06/2025	FINLAY AUTOMOTIVE SUPPLY INC	10237		**254.14**
420633	66966			58.35	
418878	67028			93.60	
419564	66966			72.54	
420721	66966			7.56	
420750	66966			22.09	
759748	06/06/2025	FIRESERVICE MANAGEMENT LLC	12784		**1,622.87**
31479	68339			1,622.87	
759749	06/06/2025	FIRST RESPONDER OUTFITTERS INC	10972		**923.91**
181080 1	68097			127.92	
180967 1	67546			135.99	
180968 1	68097			660.00	
759750	06/06/2025	FISHER PARKING & SECURITY INC	5802		**715.00**
32118	66659			715.00	
759751	06/06/2025	HAYS FIRE AND RESCUE SALES AND	11147		**796.61**
7698D	66953			796.61	
759752	06/06/2025	IRON MOUNTAIN INC	2444		**168.81**

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KKTS012	66897			20.63	
KKTS584	67166			148.18	
759753	06/06/2025	JOHN DEERE FINANCIAL FSB	5769		**970.33**
2449290	66965			970.33	
759754	06/06/2025	JOHN HOFFER CHRYSLER JEEP INC	2541		**8,774.00**
96785	66864			2,780.53	
96894	66864			1,199.95	
96926	66864			4,793.52	
759755	06/06/2025	KANSAS DEPT OF AGRICULTURE	2671		**500.00**
68446	68446			500.00	
759756	06/06/2025	KANSAS LEGAL SERVICES INC	2724		**5,016.98**
65241 APRIL 202	65241			5,016.98	
759757	06/06/2025	LEADSONLINE PARENT LLC	13877		**2,726.00**
417192	68489			2,726.00	
759758	06/06/2025	MAINLINE PRINTING INC	12824		**417.03**
141126	68346			67.25	
141306	68414			349.78	
759759	06/06/2025	MUNICIPAL SUPPLY INC	9601		**18,792.30**
0941960 IN	67911			18,792.30	
759760	06/06/2025	NAILL ENTERPRISES LTD	4931		**96.15**
9502 32	67000			96.15	
759761	06/06/2025	RELIANT GASES LTD	13677		**3,301.40**
130 1536159	66759			3,301.40	
759762	06/06/2025	SHAWNEE COUNTY	4506		**15,000.00**
68488 5/6/25	68488			15,000.00	
759763	06/06/2025	SHAWNEE COUNTY	4521		**330.00**
34954794	67077			270.00	
34847514	67077			60.00	
759764	06/06/2025	SOUTHWESTERN BELL TELEPHONE CO	282		**296.09**
0780773571 0525	CIRCUITS			296.09	
759765	06/06/2025	STATE OF KANSAS DEPT OF LABOR	2687		**7,112.62**
ACCT 177403 1 (	UNEMPLOYMENT			6,785.62	
ACCT 177403 4 (	UNEMPLOYMENT			327.00	
759766	06/06/2025	STATE OF KANSAS	2697		**160.00**
CFF EVENT 01 2	67589			160.00	
759767	06/06/2025	MIDWEST MOTOR SUPPLY CO INC	2854		**419.77**
103377430	66999			322.51	
103377860	66999			97.26	
759768	06/06/2025	ARC PHYSICAL THERAPY PLUS	9956		**6,295.00**
0602252239	67889			6,295.00	
759778	06/06/2025	LAIRD NOLLER FORD INC	2939		**1,767.85**
1342597	66961			35.27	
1342984	66961			41.39	
1343359	66961			85.53	
1343390	66961			120.51	

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1343397	66961			185.90	
1343455	66961			47.74	
1342942	66961			34.46	
1342838	66961			-250.00	
1342861	66961			22.54	
1342695	66961			85.19	
1342728	67024			821.01	
1342791	66961			114.01	
1342812	67024			352.36	
1342606	66961			22.54	
1342625	66961			49.40	
759779	06/06/2025	KANSAS BUREAU OF INVESTIGATION	2646		**150.00**
CR 2024 000391	H D BAILEY			100.00	
CR 2023 000452	AR CHACON			50.00	
759780	06/06/2025	LOAN SMART	13131		**100.00**
CR 2018 000170	DEANN M HILL			100.00	
759781	06/06/2025	SHREVE, BRANDY L	13286		**25.00**
CR 2023 000283	JM CULBERTSON			25.00	
759782	06/13/2025	BUTLER & ASSOCIATES PA	731		**269.84**
00000328725061		Garnishment - Pct of Net		269.84	
759783	06/13/2025	BUTLER & ASSOCIATES PA	731		**401.42**
00000337725061		Garnishment - Pct of Net		401.42	
759784	06/13/2025	CARL B DAVIS	12867		**69.23**
00000348525061		Bankruptcy - Amt 26 PP		69.23	
759785	06/13/2025	CARL B DAVIS	12867		**85.39**
00000347925061		Bankruptcy - Amt 26 PP		85.39	
759786	06/13/2025	CARL B DAVIS	12867		**70.62**
00000377125061		Bankruptcy - Amt 26 PP		70.62	
759787	06/13/2025	CARL B DAVIS	12867		**304.62**
00000376925061		Bankruptcy - Amt 26 PP		304.62	
759788	06/13/2025	CARL B DAVIS	12867		**267.69**
00000380425061		Bankruptcy - Amt 26 PP		267.69	
759789	06/13/2025	CARL B DAVIS	12867		**593.20**
00000388625061		Bankruptcy - Amt 26 PP		593.20	
759790	06/13/2025	CARL B DAVIS	12867		**720.00**
00000390725061		Bankruptcy - Amt 26 PP		720.00	
759791	06/13/2025	CARL B DAVIS	12867		**695.54**
00000268425061		Bankruptcy - Amt 26 PP		695.54	
759792	06/13/2025	CARL B DAVIS	12867		**986.77**
00000235825061		Bankruptcy - Amt 26 PP		986.77	
759793	06/13/2025	CARL B DAVIS	12867		**872.31**
00000271625061		Bankruptcy - Amt 26 PP		872.31	
759794	06/13/2025	CARL B DAVIS	12867		**129.23**
00000320125061		Bankruptcy - Amt 26 PP		129.23	
759795	06/13/2025	CARL B DAVIS	12867		**402.00**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
00000398925061		Bankruptcy - Amt 26 PP		402.00	
759796	06/13/2025	CARL B DAVIS	12867		**64.61**
00000035025061		Bankruptcy - Amt 26 PP		64.61	
759797	06/13/2025	CARL B DAVIS	12867		**507.69**
00000332025061		Bankruptcy - Amt 26 PP		507.69	
759798	06/13/2025	ATTORNEY GENERAL OF TEXAS	10437		**849.23**
00000386025061		Child Support - Amt		849.23	
759799	06/13/2025	HARRIS, CAROL A	13912		**2,345.00**
T1	68529			2,345.00	
759800	06/13/2025	ROSS, LINDA K	13911		**1,155.00**
T1	68524			1,155.00	
759801	06/13/2025	RUFFIN, PHIL	13923		**350.00**
P1	68525			350.00	
759802	06/13/2025	AMERICAN PUBLIC WORKS	181		**4,093.00**
00884280	68528			4,093.00	
759803	06/13/2025	AT&T	281		**16,763.30**
0140351016	67350			16,763.30	
759804	06/13/2025	BIG TWIN INC	5031		**307.55**
878835	66955			307.55	
759805	06/13/2025	BROWNS SUPER SERVICE INC	670		**170.00**
157606	66787			170.00	
759806	06/13/2025	CINTAS CORPORATION NO 2	1497		**1,956.08**
8407505901	66810			1,956.08	
759807	06/13/2025	DEBACKERS INC	1292		**8,234.00**
189454	68315			8,234.00	
759808	06/13/2025	FEDEX	1632		**417.71**
8 876 47035	66902			417.71	
759809	06/13/2025	FINLAY AUTOMOTIVE SUPPLY INC	10237		**128.90**
419805	66966			111.26	
419810	66966			17.64	
759810	06/13/2025	FIRST RESPONDER OUTFITTERS INC	10972		**3,799.15**
181440 1	67822			3,799.15	
759811	06/13/2025	FISHER PARKING & SECURITY INC	5802		**130.00**
32135	66659			130.00	
759812	06/13/2025	GERKEN RENT-ALL INC	12720		**610.46**
159049 H	66893			6.99	
159076 H	66893			13.98	
159028 H	66893			349.95	
159373 H	66893			48.86	
159121 H	66893			105.98	
159154 H	66893			27.47	
159188 H	66893			13.98	
159227 H	66893			19.99	
159324 H	66893			23.26	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
759813	06/13/2025	GOLD STANDARD DIAGNOSTICS	12031		**2,421.09**
INV 2025 02928	66901			2,421.09	
759814	06/13/2025	HAYS FIRE AND RESCUE SALES AND	11147		**2,218.91**
7723D	66953			99.64	
7724D	66953			879.41	
7721D	66953			593.83	
7722D	66953			646.03	
759815	06/13/2025	IRON MOUNTAIN INC	2444		**129.91**
KKTS613	66897			129.91	
759816	06/13/2025	J HIGGINS LTD INC	9741		**11,885.00**
189576A	66203			11,885.00	
759817	06/13/2025	JOHN DEERE FINANCIAL FSB	5769		**995.96**
2454853	66965			995.96	
759818	06/13/2025	NAILL ENTERPRISES LTD	4931		**96.15**
9502 33	67000			96.15	
759819	06/13/2025	REEVES WIEDEMAN COMPANY INC	4154		**945.60**
6581356	67001			945.60	
759820	06/13/2025	RELIANT GASES LTD	13677		**6,674.20**
130 1623620	66759			3,340.50	
130 1536162	66759			3,333.70	
759821	06/13/2025	SHAWNEE COUNTY RURAL WATER	5719		**1,565.00**
67100 MAY 2025	67100			1,565.00	
759822	06/13/2025	SOUTH CENTRAL SEALING LLC	13756		**38,076.85**
67069 2	67089			38,076.85	
759823	06/13/2025	STATE OF KANSAS	2697		**240.00**
CFF EVENT 01 2	67589			120.00	
CFF EVENT 01 2	67589			120.00	
759824	06/13/2025	SUPER SEER CORPORATION	9110		**1,165.80**
79675	67947			1,165.80	
759825	06/13/2025	THE TIRE CUTTERS INC	5633		**720.00**
96936	66705			720.00	
759826	06/13/2025	VERMEER GREAT PLAINS INC	5218		**2,323.35**
P04729	67004			2,323.35	
759827	06/13/2025	WASHBURN UNIVERSITY OF TOPEKA	10388		**1,855.00**
68520 BURNER F	68520			1,855.00	
759828	06/13/2025	CENTRAL STATES MACHINING & WEL	869		**45.00**
92267	66933			45.00	
759829	06/13/2025	KANSAS FIRE & SAFETY EQUIPMENT	2704		**847.00**
83009	66797			155.00	
83010	66797			332.00	
83052	68286			237.00	
83978	68286			123.00	
759830	06/13/2025	SUNFLOWER RENTS LLC	4817		**102.00**
656962	66906			102.00	

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759845	06/13/2025	CALIFORNIA DEPARTMENT OF CHILD	753		**126.92**
00000352025061		Child Support - Amt		126.92	
759846	06/13/2025	CALIFORNIA DEPARTMENT OF CHILD	753		**392.76**
00000388025061		Child Support - Amt		392.76	
759847	06/13/2025	FRATERNAL ORDER OF POLICEMEN	1773		**10,956.80**
UNF1250613153⁴		Union Dues - FOP		10,956.80	
759848	06/13/2025	STATE OF MISSOURI	3473		**436.85**
00000371425061		Child Support - Amt		436.85	
759849	06/13/2025	STATE OF MISSOURI	3473		**264.46**
00000371425061		Child Support - Amt		264.46	
759850	06/13/2025	LAIRD NOLLER FORD INC	2939		**3,673.15**
1343098	66961			883.76	
1343228	66961			1,363.70	
1343496	66961			95.34	
1343868	66961			883.76	
1343958	66961			37.60	
1343492	66961			-200.00	
6032786	66961			608.99	
759851	06/13/2025	SHAWNEE COUNTY	4504		**184,576.79**
MAY 2025	DE			184,576.79	
759852	06/13/2025	SHAWNEE COUNTY	7574		**165,667.64**
MAY 2025	DE			165,667.64	
759853	06/20/2025	RICK'S CONCRETE SAWING	4207		**250.00**
25 1097	67191			250.00	
759854	06/20/2025	AT&T	281		**1,067.17**
2404862010	67349			1,067.17	
759855	06/20/2025	AUTOZONE STORES LLC	11262		**1,188.02**
04473264527	66854			600.08	
04473264887	66854			587.94	
759856	06/20/2025	BROWNS SUPER SERVICE INC	670		**317.00**
157530	66787			67.00	
157725	66787			250.00	
759857	06/20/2025	COREFIRST BANK & TRUST	1111		**4,869.88**
MAY 2025	68570			4,869.88	
759858	06/20/2025	FEDEX	1632		**291.08**
8 884 37462	66902			291.08	
759859	06/20/2025	FINLAY AUTOMOTIVE SUPPLY INC	10237		**644.71**
420673	67028			98.20	
420920	67071			522.45	
420943	66966			24.06	
759860	06/20/2025	FIRST RESPONDER OUTFITTERS INC	10972		**2,530.44**
181608 1	68097			2,530.44	
759861	06/20/2025	FISHER PARKING & SECURITY INC	5802		**1,566.00**
32158	67909			1,566.00	
759862	06/20/2025	GERKEN RENT-ALL INC	12720		**22.99**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
159406 H	66893			22.99	
759863	06/20/2025	HEARTLAND RECOVERY	12309		**540.00**
25 19886	67151			60.00	
25 20046	67151			60.00	
25 19999	67151			60.00	
25 19937	67151			60.00	
25 20052	67151			60.00	
25 20061	67151			60.00	
25 20065	67837			60.00	
25 20067	67837			60.00	
25 20106	67151			60.00	
759864	06/20/2025	HYGIENIC DRY CLEANERS INC	11630		**41.50**
A 532552	67164			19.00	
A 532549	67164			22.50	
759865	06/20/2025	JOHN ROHRER CONTRACTING	12251		**232,871.88**
61047 26	61047			232,871.88	
759866	06/20/2025	MAINLINE PRINTING INC	12824		**1,090.85**
141547	67134			324.70	
141716	67134			174.73	
141721	68495			591.42	
759867	06/20/2025	NAILL ENTERPRISES LTD	4931		**96.15**
9502 34	67000			96.15	
759868	06/20/2025	QUIGLEY ENTERPRISES LLC	13392		**2,184.00**
6425 05	67363			1,502.00	
6525 05	67314			682.00	
759869	06/20/2025	REEVES WIEDEMAN COMPANY INC	4154		**682.23**
6583909	66890			469.95	
6586062	67001			212.28	
759870	06/20/2025	RELIANT GASES LTD	13677		**3,296.30**
130 1536167	66759			3,296.30	
759871	06/20/2025	SHAWNEE COUNTY	4502		**2,760.11**
67094 MAY 2025	67094			2,760.11	
759872	06/20/2025	SHAWNEE COUNTY	4522		**7,424.90**
8459	67463			7,424.90	
759873	06/20/2025	SHIRLEY CONSTRUCTION INC	7565		**91,909.44**
66337 7	66337			91,909.44	
759874	06/20/2025	STATE OF KANSAS	10380		**44,329.23**
68587 7/1/25-3/3	68587			44,329.23	
759875	06/20/2025	STERLING WATER TECHNOLOGIES LL	4754		**61,765.20**
16118	66761			61,765.20	
759876	06/20/2025	SUNSET LAW ENFORCEMENT LLC	12053		**1,666.80**
0011739 IN	68223			1,666.80	
759877	06/20/2025	THE TIRE CUTTERS INC	5633		**760.00**
96897	66705			760.00	
759878	06/20/2025	TVH PARTS CO	11005		**419.00**
23412720	66980			419.00	

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759879	06/20/2025	UTILITY SAFETY AND DESIGN INC	12512		**2,500.00**
IN20252551	68492			2,500.00	
759880	06/20/2025	VERMEER GREAT PLAINS INC	5218		**258.74**
P04836	67004			258.74	
759881	06/20/2025	MCCRAY LUMBER COMPANY INC	3280		**109.44**
TO0002304060 0	66997			109.44	
759882	06/20/2025	MID-STATES MATERIALS LLC	3401		**10,982.96**
154004	66872			6,925.04	
154005	66872			4,057.92	
759883	06/20/2025	TARWATER FARM & HOME SUPPLY	4872		**99.99**
6492167	66887			99.99	
759884	06/20/2025	COTTON ONEIL CLINIC	1131		**1,635.62**
JUNE 2025	67213			1,635.62	
759885	06/20/2025	STORMONT VAIL HEALTHCARE	5753		**5,217.85**
JUNE 2025	67215			5,217.85	
759934	06/20/2025	LAIRD NOLLER FORD INC	2939		**642.25**
1344209	66961			60.80	
1343920	66961			271.00	
1343964	66961			55.82	
1344018	66961			58.33	
1344177	66961			196.30	
759935	06/20/2025	KANSAS BUREAU OF INVESTIGATION	2646		**2,035.24**
CR 2023 0007146	AD ELDRIDGE			25.00	
CR 2024 0003556	MJ ALEXANDER			400.00	
CR 2024 0004866	A H GARAY			400.00	
CR 2024 0005042	R L COMSTOCK			20.00	
CR 2024 0006749	E L RAYTON			60.00	
CR 2024 0001110	Y ACOSTA-MUNOZ			400.00	
CR 2011 0012047	E DOUGLAS			400.00	
CR 2020 0004837	GR FISHER			25.00	
CR 2023 0000970	AM TALBERT			50.00	
CR 2023 0005199	IC PACHECO			25.00	
CR 2006 0001415	MA BOOKER II			30.24	
CR 2025 0000155	KM WHEELEN			200.00	
759936	06/20/2025	WALMART RESTITUTION RECOVERY	6534		**30.51**
CR 2010 0019615	DE DAMRON			30.51	
759937	06/27/2025	BUTLER & ASSOCIATES PA	731		**269.84**
00000328725062		Garnishment - Pct of Net		269.84	
759938	06/27/2025	BUTLER & ASSOCIATES PA	731		**401.42**
00000337725062		Garnishment - Pct of Net		401.42	
759939	06/27/2025	BUTLER & ASSOCIATES PA	731		**849.92**
00000010525062		Garnishment - Pct of Net		849.92	
759940	06/27/2025	CARL B DAVIS	12867		**69.23**
00000348525062		Bankruptcy - Amt 26 PP		69.23	
759941	06/27/2025	CARL B DAVIS	12867		**85.39**
00000347925062		Bankruptcy - Amt 26 PP		85.39	

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759942	06/27/2025	CARL B DAVIS	12867		**70.62**
00000377125062		Bankruptcy - Amt 26 PP		70.62	
759943	06/27/2025	CARL B DAVIS	12867		**304.62**
00000376925062		Bankruptcy - Amt 26 PP		304.62	
759944	06/27/2025	CARL B DAVIS	12867		**267.69**
00000380425062		Bankruptcy - Amt 26 PP		267.69	
759945	06/27/2025	CARL B DAVIS	12867		**695.08**
00000388625062		Bankruptcy - Amt 26 PP		695.08	
759946	06/27/2025	CARL B DAVIS	12867		**720.00**
00000390725062		Bankruptcy - Amt 26 PP		720.00	
759947	06/27/2025	CARL B DAVIS	12867		**695.54**
00000268425062		Bankruptcy - Amt 26 PP		695.54	
759948	06/27/2025	CARL B DAVIS	12867		**986.77**
00000235825062		Bankruptcy - Amt 26 PP		986.77	
759949	06/27/2025	CARL B DAVIS	12867		**872.31**
00000271625062		Bankruptcy - Amt 26 PP		872.31	
759950	06/27/2025	CARL B DAVIS	12867		**129.23**
00000320125062		Bankruptcy - Amt 26 PP		129.23	
759951	06/27/2025	CARL B DAVIS	12867		**402.00**
00000398925062		Bankruptcy - Amt 26 PP		402.00	
759952	06/27/2025	CARL B DAVIS	12867		**64.61**
00000035025062		Bankruptcy - Amt 26 PP		64.61	
759953	06/27/2025	CARL B DAVIS	12867		**507.69**
00000332025062		Bankruptcy - Amt 26 PP		507.69	
759954	06/27/2025	ABSOLUTE TINTING LLC	13238		**70.00**
10318	66778			70.00	
759955	06/27/2025	AIRGAS INC	13216		**95.61**
5516944649	66925			95.61	
759956	06/27/2025	ALLTECH COMMUNICATIONS INC	9822		**3,774.18**
16737	68592			210.00	
16727	67712			2,978.36	
16736	68592			585.82	
759957	06/27/2025	AT&T	281		**48,411.05**
JUNE 2025	MONTHLY PHONE			48,411.05	
759958	06/27/2025	AT&T	281		**193.27**
332156043 6/11/2	DE			193.27	
759959	06/27/2025	AT&T	281		**5.64**
4987892019	LONG DISTANCE			5.64	
759960	06/27/2025	AT&T	281		**1,529.06**
5929281012	67351			1,529.06	
759961	06/27/2025	AUTOZONE STORES LLC	11262		**907.13**
04473269875	66854			184.47	

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04473272400	66854			395.94	
04473272401	66854			326.72	
759962	06/27/2025	BNSF RAILWAY COMPANY INC	537		**115.93**
25006265	68568			115.93	
759963	06/27/2025	BROWNS SUPER SERVICE INC	670		**750.00**
157607	66787			175.00	
157690	66787			400.00	
157886	66787			175.00	
759964	06/27/2025	CELLCO PARTNERSHIP	9497		**2,904.47**
6114901304AU 5		7853383098		40.01	
6114901304AO 5		7853381605		40.01	
6114901304AT 5-		7853383081		40.01	
6114901304U 5-2		7852218389		40.01	
6114901304V 5-2		7852301806		40.01	
6114901304Y 5-2		7852305854		40.01	
6114901304CH 5		7855813401		40.01	
6114901304D 5-2		7852078160		40.01	
6114901304DB 5		7856700296		40.01	
6114901304DC 5		7852071429		41.52	
6114901304DD 5		7855812458		41.52	
6114901304DE 5		7852215397		40.01	
6114901304 5-25		7852071280		40.01	
6114901304AB 5		7852491554		40.01	
6114901304AD 5		7852496701		40.01	
6114901304AK 5		7852893743		40.01	
6114901304AM 5		7853047008		40.01	
6114901304AN 5		7853381038		40.01	
6114901304BG 5		7853386658		40.01	
6114901304BI 5-		7853838375		41.52	
6114901304BK 5		7854960235		41.52	
6114901304BL 5-		7854968036		41.52	
6114901304BO 5		7855590342		40.01	
6114901304BP 5		7855590567		40.01	
6114901304BQ 5		7855590675		40.01	
6114901304BT 5-		7855599068		40.01	
6114901304BY 5		7855599635		40.01	
6114901304C 5-2		7852078135		40.01	
6114901304CE 5		7855813352		40.01	
6114901304CG 5		7855813386		40.01	
6114901304DF 5		7856000660		41.52	
6114901304DG 5		7856000706		41.52	
6114901304DH 5		7856000996		41.52	
6114901304DI 5-		7856001880		41.52	
6114901304DK 5		7852151574		41.52	
6114901304DM 5		7853044727		41.52	
6114901304EM5-		7855067158		40.01	
6114901304EO5-		7855069847		40.01	
6114901304EP5-		7855813890		41.52	
6114901304EQ5-		7855963096		40.01	
6114901304F 5-2		7852130361		40.01	
6114901304G 5-2		7852131521		40.01	
6114901304DU5-		7856337685		41.52	
6114901304DV5-		7856700615		40.01	
6114901304DX5-		7856700622		40.01	
6114901304DY5-		7856700627		40.01	
6114901304DZ5-		7856700635		40.01	
6114901304DN 5		7853835866		41.52	
6114901304DO 5		7854140039		40.01	
6114901304DP 5		7854140172		41.52	
6114901304DQ 5		7854809139		41.52	

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6114901304DR 5		7856000240		26.01	
6114901304DS 5		7856008096		41.52	
6114901304DT 5		7856334637		41.52	
6114901304K 5-2		7852135793		41.52	
6114901304O 5-2		7852210204		40.01	
6114901304Q 5-2		7852216512		40.01	
6114901304S 5-2		7852217434		40.01	
6114901304T 5-2		7852217536		40.01	
6114901304E 5-2		7852130336		40.01	
6114901304EA5-		7856700693		40.01	
6114901304EB5-		7856700706		40.01	
6114901304EC5-		7856700709		40.01	
6114901304ED5-		7856700750		40.01	
6114901304EF5-		7856700808		40.01	
6114901304EG5-		7858060163		41.52	
6114901304EH5-		7858615235		41.52	
6114901304EI5-2		7859693251		41.52	
6114901304EJ5-		7856008415		40.01	
6114901304EK5-		7856008369		41.52	
6114901304EL5-		7852171852		41.52	
6114901304J 5-2		7852135594		41.52	
759965	06/27/2025	ENVISION INDUSTRIES INC	1549		**49.32**
100131	66811			49.32	
759966	06/27/2025	FEDEX	1632		**977.44**
8 891 23498	66902			977.44	
759967	06/27/2025	FINLAY AUTOMOTIVE SUPPLY INC	10237		**694.73**
421350	67028			199.77	
421378	66966			19.83	
421512	66966			55.84	
421615	66966			30.67	
421624	66966			46.44	
421647	66966			14.83	
421707	66966			-18.15	
421854	66966			21.40	
421907	67028			181.40	
422028	66966			142.70	
759968	06/27/2025	FIRESERVICE MANAGEMENT LLC	12784		**1,533.08**
31701	68598			1,533.08	
759969	06/27/2025	GERKEN RENT-ALL INC	12720		**72.28**
159429	66893			29.99	
159481	66893			13.46	
159526	66893			4.36	
159552	66893			24.47	
759970	06/27/2025	HAYS FIRE AND RESCUE SALES AND	11147		**1,375.14**
7744D	66953			330.00	
7743D	66953			130.00	
7711D	66953			915.14	
759971	06/27/2025	INFORMATION NETWORK OF KANSAS	2395		**86.01**
4502714	67201			86.01	
759972	06/27/2025	JOHN DEERE FINANCIAL FSB	5769		**1,044.28**
2447605	66965			1,044.28	
759973	06/27/2025	JOHN HOFFER CHRYSLER JEEP INC	2541		**2,078.55**
97184	66864			2,078.55	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 5/31/2025 and 6/27/2025

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
759974	06/27/2025	LEXISNEXIS RISK SOLUTIONS	10460		**3,407.98**
1030001934	68632			1,775.00	
1030001142	68632			1,775.00	
1030001261	68632			1,775.00	
1030001430	68632			-1,775.00	
1030001452	68632			-1,775.00	
1030001508	68632			1,775.00	
1030001680	68632			-861.27	
1030001718	68632			1,775.00	
1030001895	68632			-1,055.75	
759975	06/27/2025	MIKE'S FRAME SHOP INC	3423		**2,565.90**
17980	66964			2,565.90	
759976	06/27/2025	MIRION TECHNOLOGIES INC	3465		**20.00**
DSD 318723	67457			20.00	
759977	06/27/2025	NAILL ENTERPRISES LTD	4931		**202.30**
9502 35	67000			106.15	
9502 36	67000			96.15	
759978	06/27/2025	OT INTERPRETING LLC	11736		**278.86**
4246	67521			158.86	
4262	67521			120.00	
759979	06/27/2025	PASSPORT LABS INC	12091		**300.90**
INV 1053161	66660			300.90	
759980	06/27/2025	REEVES WIEDEMAN COMPANY INC	4154		**1,254.85**
6590463	67001			187.25	
6593449	66890			25.23	
6587685	67001			34.00	
6585499	67001			958.97	
6587581	66890			49.40	
759981	06/27/2025	RELIANT GASES LTD	13677		**6,682.70**
130 1536170	66759			3,330.30	
130 1622899	66759			3,352.40	
759982	06/27/2025	REVPAR INTERNATIONAL INC	13234		**3,397.50**
2167 21.25	62551			3,397.50	
759983	06/27/2025	SPECTRUM PAINT COMPANY INC	11127		**278.63**
076028862	66904			278.63	
759984	06/27/2025	STANARD & ASSOCIATES INC	11314		**6,805.00**
SA000061693	68139			6,805.00	
759985	06/27/2025	STATE OF KANSAS	2697		**60.00**
CFF EVENT 01 2	67589			60.00	
759986	06/27/2025	SUNFLOWER HOSPITAL OF TOPEKA	13759		**1,825.68**
JUNE 2025	67216			1,825.68	
759987	06/27/2025	SUNSET LAW ENFORCEMENT LLC	12053		**67,603.60**
0011916 IN	68487			51,250.00	
0011917 IN	68487			16,353.60	
759988	06/27/2025	T-MOBILE USA INC	8549		**2,057.96**
JUNE 2025 CELL	DE			2,057.96	
759989	06/27/2025	T-MOBILE USA INC	8549		**9,758.68**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 5/31/2025 and 6/27/2025

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
JUNE 2025 DATA	DE			9,758.68	
759990	06/27/2025	TOPEKA ER HOSPITAL LLC	13186		**3,878.77**
JUNE 2025	67217			3,878.77	
759991	06/27/2025	UNDERGROUND VAULTS & STORAGE	5130		**6.60**
2001256	67611			6.60	
759992	06/27/2025	UNION PACIFIC RAILROAD	5135		**3,681.32**
331288204	68625			3,681.32	
759993	06/27/2025	VERMEER GREAT PLAINS INC	5218		**132.21**
P05234	67004			132.21	
759994	06/27/2025	GOPPERT STATE SERVICE BANK	13894		**255.00**
BRA101-0625		S+C June Payment		255.00	
759995	06/27/2025	MID-STATES MATERIALS LLC	3401		**680.43**
154219	66872			680.43	
759996	06/27/2025	MIDWEST MOTOR SUPPLY CO INC	2854		**792.44**
103423082	66999			226.60	
103423119	66999			541.84	
103433136	66999			24.00	
759997	06/27/2025	BRITT'S FARM	13929		**240.00**
PK6588		REFUND - OVERPAYMENT		240.00	
759998	06/27/2025	MIDWEST HEALTH SERVICE INC	13930		**60.00**
PK11106		REFUND - OVERPAYMENT		60.00	
760006	06/27/2025	LEVI PERKINS	13932		**18.00**
PK98123450		REFUND - OVERPAYMENT		18.00	
760007	06/27/2025	VERIZON	13931		**560.00**
PK1270076728		REFUND - OVERPAYMENT		560.00	
760008	06/27/2025	CALIFORNIA DEPARTMENT OF CHILD	753		**126.92**
00000352025062		Child Support - Amt		126.92	
760009	06/27/2025	CALIFORNIA DEPARTMENT OF CHILD	753		**392.76**
00000388025062		Child Support - Amt		392.76	
760010	06/27/2025	FRATERNAL ORDER OF POLICEMEN	1773		**11,317.12**
UNF1250627173		Union Dues - FOP		11,317.12	
760011	06/27/2025	STATE OF MISSOURI	3473		**436.85**
00000371425062		Child Support - Amt		436.85	
760012	06/27/2025	STATE OF MISSOURI	3473		**264.46**
00000371425062		Child Support - Amt		264.46	
760013	06/27/2025	LAIRD NOLLER FORD INC	2939		**2,144.39**
1344237	66961			116.40	
1344236	66961			232.69	
1344026	66961			1,363.70	
1344374	66961			431.60	
760014	06/27/2025	CHASE, KAITLINN DAWN	13876		**50.00**
CR 2024 000404	J R BELL			50.00	
760015	06/27/2025	KANSAS BUREAU OF INVESTIGATION	2646		**75.00**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 5/31/2025 and 6/27/2025

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
CR 2024 000087(	E T MUNOZ		50.00	
CR 2023 000699(	E E HOPP		25.00	
		Total for Check Payments		**1,266,664.81**
		TOTAL OF PAYMENTS		**29,888,397.27**

Payment Listing

CB255 Date: 06/27/25 JOB SUBMISSION PARAMETERS
Time: 10:20

User Name: INFORBC\dgbeightel
Job Name: CB255DB
Step Nbr: 1

Cash Code:	07	US BANK OPERATING ACCT
or Cash Code Group:		
Transaction Code:	SYS	AP SYSTEM PAYMENT
Check Date:	053125 -	062725
Check Nbr:		-
Company:	1	CITY OF TOPEKA
Transaction Status:	P	Paid
Report Sequence:	C	By Transaction Code
Detail Option:		Summary

Payment Listing

Payment Listing
Cash Code 07 US BANK OPERATING ACCT
By Transaction Code (Status: Paid)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
DOWNTOWN T	759769	1	05/17/25	06/06/25		250.00	Historical	DOWNTOWN TOPEKA FOUN	COT	
GONZALEZ A	759770	1	05/29/25	06/06/25		125.00	Historical	MANUEL GONZALEZ ANDR	COT	
HODGES CHR	759771	1	05/23/25	06/06/25		11.33	Historical	CHRISTINA MARIE HODG	COT	
TINAJERO E	759772	1	05/29/25	06/06/25		100.00	Historical	ELIZABETH TINAJERO	COT	
MITCHELL A	759773	1	05/27/25	06/06/25		305.00	Historical	ANIAH SHANICE MITCHE	COT	
MITCHELL A	759774	1	05/27/25	06/06/25		288.00	Historical	ANIAH SHANICE MITCHE	COT	
MITCHELL A	759775	1	05/27/25	06/06/25		227.00	Historical	ANIAH SHANICE MITCHE	COT	
UNGEHEUER	759776	1	05/23/25	06/06/25		10.49	Historical	TANNER UNGEHEUER	COT	
LINDER KAY	759777	1	05/23/25	06/06/25		10.49	Historical	KAYLA MICHELE LINDER	COT	
ONE GAS	759831	1	06/10/25	06/13/25		905.56	Historical	ONE GAS	COT	
LIBERTY MU	759832	1	06/12/25	06/13/25		4200.18	Historical	LIBERTY MUTUAL	COT	
IRON MAN P	759833	1	05/24/25	06/13/25		500.00	Historical	IRON MAN PROMOTIONS	COT	
OROURKE AS	759834	1	06/05/25	06/13/25		30.00	Historical	ASHLEY N OROURKE	COT	
SCHUSTER C	759835	1	06/05/25	06/13/25		593.00	Historical	CARLA RENEE SCHUSTER	COT	
BERRY BLAK	759836	1	06/05/25	06/13/25		524.00	Historical	BLAKE LYNN BERRY	COT	
GREEN CARE	759837	1	06/04/25	06/13/25		146.00	Historical	GREEN CARE CONSTRUCT	COT	
WESLEY LEA	759838	1	06/03/25	06/13/25		100.00	Historical	LEASIA ABIEJUWA KEHI	COT	
GUNN DANA	759839	1	06/02/25	06/13/25		200.00	Historical	DANA I GUNN	COT	
ROACH JOSH	759840	1	05/30/25	06/13/25		10.00	Historical	JOSHUA ROACH	COT	
BOHANNAN E	759841	1	05/30/25	06/13/25		10.00	Historical	ELI BOHANNAN	COT	
MICHAEL JA	759842	1	05/30/25	06/13/25		10.00	Historical	JANICE J MICHAEL	COT	
LAMBERT DA	759843	1	05/30/25	06/13/25		10.00	Historical	DANIEL SMITH LAMBERT	COT	
PRICE AMBE	759844	1	05/30/25	06/13/25		10.00	Historical	AMBER DAWN PRICE	COT	
WATSON REA	759886	1	06/03/25	06/20/25		18.60	Historical	WATSON REAL ESTATE D	COT	
WRIGHT JR	759887	1	05/30/25	06/20/25		145.43	Historical	CHRISTOPHER M WRIGHT	COT	
MERAZ	759888	1	05/29/25	06/20/25		123.62	Historical	DELIA MERAZ	COT	
JOHNSON KR	759889	1	05/29/25	06/20/25		172.81	Historical	KRISTY A JOHNSON	COT	
HODGINS DE	759890	1	06/10/25	06/20/25		11.43	Historical	DENNIS A HODGINS	COT	
OTTO KRIST	759891	1	05/28/25	06/20/25		258.37	Historical	KRISTINE OTTO	COT	
BROOKS DON	759892	1	05/23/25	06/20/25		429.30	Historical	DONNA BROOKS	COT	
MCIF WANAM	759893	1	05/27/25	06/20/25		4026.62	Historical	MCIF WANAMAKER CROSS	COT	
MUGO LOISE	759894	1	05/21/25	06/20/25		184.02	Historical	LOISE W MUGO	COT	
TILTON CAR	759895	1	06/10/25	06/20/25		61.17	Historical	CAROL TILTON	COT	
TOP CITY T	759896	1	06/10/25	06/20/25		79.88	Historical	TOP CITY TECH	COT	
ROWLINSON	759897	1	06/10/25	06/20/25		33.37	Historical	DANIEL ROWLINSON	COT	
MCGOWAN JR	759898	1	06/10/25	06/20/25		40.65	Historical	THOMAS J MCGOWAN JR	COT	
JONES AUST	759899	1	06/10/25	06/20/25		57.65	Historical	AUSTIN D JONES	COT	
DESTINATIO	759900	1	06/10/25	06/20/25		65.59	Historical	DESTINATION PROPERTI	COT	
COZY HOME	759901	1	06/10/25	06/20/25		76.00	Historical	COZY HOME RENTAL MGM	COT	
SMITH LIND	759902	1	06/10/25	06/20/25		58.36	Historical	LINDA E SMITH	COT	
INGOLD KEL	759903	1	06/10/25	06/20/25		53.52	Historical	KELLY INGOLD	COT	
VANDERVOOR	759904	1	06/10/25	06/20/25		48.28	Historical	PAMELA G VANDERVOORT	COT	
CARGROUP H	759905	1	06/10/25	06/20/25		82.15	Historical	CARGROUP HOLDINGS LL	COT	

Payment Listing
Cash Code 07 US BANK OPERATING ACCT
By Transaction Code (Status: Paid)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
VUE ONE TW	759906	1	06/10/25	06/20/25		72.67	Historical	VUE ONE TOW LLC	COT	
WALKER JUS	759907	1	06/10/25	06/20/25		75.55	Historical	JUSTIN R WALKER	COT	
IPG BUILDI	759908	1	06/03/25	06/20/25		222.89	Historical	IPG BUILDING CO LLC	COT	
HILL DOMIN	759909	1	06/03/25	06/20/25		145.94	Historical	DOMINIQUE J HILL	COT	
SAWYER MAT	759910	1	06/10/25	06/20/25		74.36	Historical	MATTHEW A SAWYER	COT	
WRIGHT VAN	759911	1	06/10/25	06/20/25		48.08	Historical	WRIGHT VANDERLIND TR	COT	
HEART & HO	759912	1	06/10/25	06/20/25		68.52	Historical	HEART & HOME DESIGN	COT	
JONES CALE	759913	1	06/10/25	06/20/25		107.77	Historical	CALEB M JONES	COT	
PULGARIN M	759914	1	06/10/25	06/20/25		1113.17	Historical	DANIEL I PULGARIN MU	COT	
LANKAS BRE	759915	1	06/03/25	06/20/25		42.15	Historical	BREA C LANKAS	COT	
PMI ADVISO	759916	1	06/03/25	06/20/25		40.53	Historical	PMI ADVISORY GROUP	COT	
SACRED HEA	759917	1	05/31/25	06/20/25		250.00	Historical	SACRED HEART ST JOSE	COT	
SACRED HEA	759918	1	06/08/25	06/20/25		500.00	Historical	SACRED HEART ST JOSE	COT	
SPECIAL OL	759919	1	05/29/25	06/20/25		250.00	Historical	SPECIAL OLYMPICS OF	COT	
KAW VALLEY	759920	1	06/06/25	06/20/25		250.00	Historical	KAW VALLEY BANK	COT	
ALEXANDER	759921	1	06/12/25	06/20/25		125.00	Historical	MICHAELLA J ALEXANDE	COT	
AYALA HINK	759922	1	06/10/25	06/20/25		425.00	Historical	NATHANIEL JAVIER AYA	COT	
COOPER JOS	759923	1	06/12/25	06/20/25		2.00	Historical	JOSHUA ADAM COOPER	COT	
DAIGLE CHR	759924	1	06/09/25	06/20/25		100.00	Historical	CHRISTOPHER JUDE DAI	COT	
GUADALUPE	759925	1	06/11/25	06/20/25		50.00	Historical	INDIO JESUS GUADALUP	COT	
HUGHES JOA	759926	1	06/12/25	06/20/25		10.00	Historical	JOANN L HUGHES	COT	
METZGER PA	759927	1	06/11/25	06/20/25		1000.00	Historical	PATRICK ARTHUR METZG	COT	
MUNOZ DONN	759928	1	06/12/25	06/20/25		24.00	Historical	DONNA J MUNOZ	COT	
SALDIVAR B	759929	1	06/09/25	06/20/25		66.50	Historical	BERNARDINO SALDIVAR	COT	
SALMANS TA	759930	1	06/09/25	06/20/25		100.00	Historical	TAYLER RAE SALMANS	COT	
SHUCKAHOSE	759931	1	06/09/25	06/20/25		10.42	Historical	ANDREA MAE SHUCKAHOS	COT	
WENZI ROBE	759932	1	06/10/25	06/20/25		136.00	Historical	ROBERT LEROY WENZI	COT	
WILSON EAR	759933	1	06/12/25	06/20/25		401.00	Historical	EARNESTINE S WILSON	COT	
CAPPER FOU	759999	1	06/13/25	06/27/25		250.00	Historical	CAPPER FOUNDATION	COT	
SMITH ARIO	760000	1	06/25/25	06/27/25		2060.00	Historical	ARIONN SMITH	COT	
3201 2ND S	760001	1	06/13/25	06/27/25		15355.46	Historical	SALAH IBRAHIM	COT	
BROWN JATE	760002	1	06/17/25	06/27/25		150.00	Historical	JATESE TASHON BROWN	COT	
SEGRAVES T	760003	1	06/13/25	06/27/25		10.00	Historical	TODD SEGRAVES	COT	
AGOSTTINI	760004	1	06/13/25	06/27/25		10.00	Historical	CARLOS AGOSTTINI	COT	
CURRY DASA	760005	1	06/20/25	06/27/25		10.00	Historical	DASANEE DARNEL CURRY	COT	
					Transaction Code SYS Total	38159.88				
					Cash Code 07 Total	38159.88				
					Report Total	38159.88				

*** REPORT COMPLETED ***

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Mat Mullen, Senior Attorney**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Dynamic Core TIF Redevelopment District - Removal of Property**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 005 Miscellaneous**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:	**Discussion 07-08-25**	**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez, removing 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:

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:

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 _____.

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 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Steven Groen, Director of Public Works**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Finney and Turnipseed, Transportation and Civil Engineering, LLC**	**PROJECT #:**	**121022.02**
CATEGORY/SUBCATEGORY	**007 Contracts and Amendments / 005 Professional Services**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

APPROVAL of a professional engineering contract between the City of Topeka and Finney and Turnipseed, Transportation and Civil Engineering, LLC for the 2025 Biennial Bridge Inspection process, including inventory and appraisal of urban secondary and off-system bridges.

(Approval will authorize the City Manager to sign and execute the contract for a total not-to-exceed amount of $68,800.00.)

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 April 7, 2025, the Public Works Engineering Division issued Event 3184, a Request for Proposals (RFP) seeking professional engineering and consultant services to provide bridge inspection services for the 2025 Biennial Bridge Inspection project CIP 121022.02; and

Whereas, the scope of work also includes assisting the City in developing a maintenance and improvement plan

for bridges; and

Whereas, the City received three proposals in response to the RFP on May 8, 2025, and the Evaluation Committee reviewed, evaluated, and scored the submissions in accordance with the City's procurement policies and procedures; and

Whereas, based on the Evaluation Committee's review, Finney and Turnipseed, Transportation and Civil Engineering, LLC was determined to be the most qualified firm for the project.

BUDGETARY IMPACT:

$68,800.00

SOURCE OF FUNDING:

Resolution 9520
Federal Funds Exchange

ATTACHMENTS:

Description

Finney and Turnipseed, Transporation and Civil Engineering, LLC
121022.02 Pg 72 2025 CIP
Event 3184 Bid Preview
Event 3184 RFP for 2025 Bridge Inspection Services 121022.02
Event 3184 Addendum #1
Event 3184 Addendum #2
Finney & Turnipseed Proposal
Finney & Turnipseed Signed Addendum 1
Finney & Turnipseed Signed Addendum 2

Docusign Envelope ID: F9B20AAA-B2C4-450D-92B6-A1E99B436EF5

Contract No. _____

Project Nos. 121022.02

CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

STANDARD AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on Project No. 121022.02 – 2025 Biennial Bridge Inspections. These services include providing engineering design and construction documents for the 2025 Biennial Bridge Inventory & Appraisal of Urban Secondary & Off-System Bridges, updating any needed load ratings and assisting the City in developing a maintenance and improvement plan for bridges (the Project); and,

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

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

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

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ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

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

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

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

(1) Commercial General Liability Insurance, with a limit of $1,000,000 for each occurrence and $2,000,000 in the general aggregate.

(2) Automobile Liability Insurance, with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

(3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of $500,000 for each accident.

(4) Professional Liability Insurance, with a limit of $1,000,000 for each claim and aggregate.

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

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

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

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ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

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ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
610 SW 10th Street, Suite 200
Topeka, Kansas 66612
(785) 235-2394

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

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

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

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ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

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ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

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Contract No. _____

Project Nos. 121022.02

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

CITY OF TOPEKA	Finney & Turnipseed, Tr. & CE, L.L.C.
Owner	**Engineer**
By: Robert M. Perez, Ph.D.	**By:** Craig A. Mattox
City Manager	President
Title	**Title**
	6/20/2025
Date:	**Date:**
Attest:	**Attest:**
City Clerk, Brenda Younger	**By:** Kerry Mattox

APPROVED AS TO FORM AND LEGALITY

DATE_____ BY_____

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Contract No. _____

Project Nos. 121022.02

ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Number & Name: Project No. 121022.02 – 2025 Biennial Bridge Inspections

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

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Contract No. _____

Project Nos. 121022.02

The Engineer agrees to provide the following services.

1.The Biennial Bridge Inspections shall be conducted in accordance with federal regulations and references listed in Appendix A. The Bridge Inspection Team Leaders must be on the prequalified inspector's list maintained by KDOT Bureau of Local Projects.

2.The inspections shall be performed electronically using the InspectX application. The embedded standard KDOT Bureau of Local Projects Bridge Inspection Form (BIF) shall be used to record the field inspection data. Critical Findings shall be recorded on the standard KDOT Bureau of Local Projects Bridge Inspection Critical Findings form.

3.All NBI Data Items shall be verified during the inspection updated or corrected. This may require coordination with the City on AADT and similar items not observable.

4.The work performed under this contract is subject to review by the Owner as well as KDOT. If errors or discrepancies are found the Consultant shall be required to make corrections at no additional cost. KDOT will perform QC/QA evaluations of bridge inspections including field reviews, review or ratings, bridge inspection files, and data entry. Substandard work is grounds for removal of the inspector from the KDOT prequalified list.

5.Bridges not currently in the inventory or bridges that have had major rehabilitation work require and Inventory Inspection using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual.

6.Review fracture critical information in the bridge folder, and report if the information is inadequate.

7.Review and take notes from all existing plans of the bridges on file in the office of the City.

8.Review and take notes from past inspection reports, load ratings and documentation of maintenance work performed on file at the City.

9.Make an inspection of each bridge in the field and record observations regarding the condition of the deck, superstructure, substructure, channel and channel protection as well as other noteworthy conditions such as scour around piers and abutments, foundation settlements and excessive deflections.

10.Make an underwater inspection of the substructure components, if components are not visible from above the waterline and if it has been determined that this bridge requires a Type I or Type II underwater inspection.

11.Provide a scour assessment of each bridge and report where an assessment is needed. Provide Documentation for the files of this scour assessment.

12.Make structural analyses to determine load-carrying capacities (load rating) in accordance with the AASHTO "Manual for Condition Evaluation of Bridges 2018" and subsequent interim changes.

13.Determine the load-carrying capacity and update the ratings for each bridge for each of the following truck types: HS (by Load Factor Method), Type 3, Type 3S2, Type 3-3, SU4, SU5, SU6, SU7, NRL, EV2, EV3 and HET as described in KDOT Inspection Manual, using the Load Factor rating method that follows the procedures in the AASHTO "Manual for Condition Evaluation of Bridges, 2018" and record appropriately in the data collection software. The CONSULTANT further agrees to compare capacity to state legal load and point out the three (3) critical loads (loads that cause the worst condition on the bridge) and record appropriately in the data collection software. The operating and inventory ratings (Items 64 and 66) in the data collection software shall be recorded in HS format for vehicular loads. Provide a copy of these load two rating computations for the record of each bridge. The CONSULTANT further agrees to determine the load-carrying capacity of each bridge for each of the following truck types: HS, Type 3, Type 3S2, Type 3-3, SU4, SU5, SU6, SU7, NRL, EV2, EV3 and HET as described in KDOT Inspection Manual, using the Load and Resistance Factor rating methods for each bridge.

14.Report the condition and appraisal along with associated ratings for each bridge in the data collection software per recommendations of the FHWA coding guide and the KDOT supplemental coding guide, with recommended weight limits for posting each bridge if posting is required.

15.Prepare for each bridge, a minimum of four (4) photographs showing a roadway view and a side elevation view and any additional photos necessary to show major defects.

16.Prepare for the City's bridges, electronic files containing all of the City's bridge data.

17.Supply one copy of the InspectX Structure Inventory and Appraisal (SI&A) Form to the City for each bridge in addition to the individual bridge reports in the prescribed format followed previously. Supply electronic Excel and PDF files for each bridge.

18.Submit and update a City map showing location of each of the bridges including any bridges not previously inspected.

19.The Inspection Data will be entered into the InpsectX software no later than 30 days following the bridge inspection. All NBI Data Items in the existing database are to be checked while performing data entry, and errors in the date shall be corrected.

20.During the inspections, Critical Findings shall be reported to the City immediately by the most expedient method. If applicable, the Critical Findings forms must be submitted to KDOT BLP and the City within one (1) week of the inspection.

21.Provide an electronic and 2 hard copies of the report summarizing bridge inspection results and the repair and maintenance recommendations for all bridges following the prescribed format used previously. Discuss the overall condition of all bridge categories based on the five ratings, including "very good, good, fair, poor, and very poor." This rating system is adopted to be consistent organization- wide for the condition reporting of all assets, including bridges. The five-rating system is already defined based on the Bridge Condition Rating of 0 (worst) to 9 (excellent). Review the existing maintenance, rehabilitation, and reconstruction plans and update them in accordance with the inspection data collected as part of this project. Update all costs.

22.Prioritize the maintenance, rehabilitation and reconstruction capital projects on a yearly basis as per the updated list. Provide separate lists of maintenance projects, including projects for cleaning and projects for physical repairs.

23.To provide all information and documents pertaining to the Project to the City prepared in accordance with the standard practice. All such information and documents shall become the property of the City upon the completion thereof in accordance with the terms of this Agreement, without restrictions as to their further use.

24.Provide traffic control signing on or along any street or highway where the CONSULTANT has crews working. The size, shape, color and placement of all signs shall comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways as approved by the American Association of State Highway and Transportation Officials and the Department of Transportation, FHWA.

27.To collect sufficient element level inspection data during and before inspections to assist the City in modeling and evaluating bridge deterioration rates for maintenance and replacement. This data will assist the City in developing a long- term maintenance and replacement plan.

28.To accept compensation for services described in (1) to (27) above in the amounts and at such periods of time as hereinafter setforth in Attachment B.

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SUPPLEMENTAL SERVICES

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

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Contract No. _____

Project Nos. 121022.02

ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Number & Name: Project No. 121022.02 – 2025 Biennial Bridge Inspections

COMPENSATION

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

A. For the Basic Services described in Attachment A, the fee will not exceed $68,800.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

C. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).
Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

D. The entire amount of each statement shall be due and payable upon receipt by the Owner.

E. It is understood and agreed:

1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.

2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

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Contract No. _____

Project Nos. 121022.02

ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Number & Name: Project No. 121022.02 – 2025 Biennial Bridge Inspections

OWNER'S RESPONSIBILITIES

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

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.

2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.

3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.

4. Issue notices to proceed to the Engineer for each phase of the design services.

Docusign Envelope ID: F9B20AAA-B2C4-450D-92B6-A1E99B436EF5

Contract No. _____

Project Nos. 121022.02

ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Topeka, Kansas
Engineer:	Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Number & Name:	Project No. 121022.02 – 2025 Biennial Bridge Inspections

SUPPLEMENTAL AGREEMENTS

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

Docusign Envelope ID: F9B20AAA-B2C4-450D-92B6-A1E99B436EF5

ATTACHMENT E

TO

AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Topeka, Kansas
Engineer:	Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Number & Name:	Project No. 121022.02 – 2025 Biennial Bridge Inspections

PROJECT SCHEDULE

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

1. Schedule. Engineer will make plan submittals to Owner based on the following schedule:

   a. Inspections - Engineer will perform field inspections by November 30, 2025.

   b. Inspections - Engineer will enter NBI data into the bridge portal by December 10, 2025

   c. Load Ratings - Engineer will perform any updated load ratings by December 10, 2025

   d. Reports - Engineer will provide the engineering reports by December 30, 2025.

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ATTACHMENT F

TO

AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Topeka, Kansas
Engineer:	Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Number & Name:	Project No. 121022.02 – 2025 Biennial Bridge Inspections

HOURLY RATE SCHEDULE

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

For the Basic Services described in Attachment A, at the following rates.

Salary rates including overhead.

Classification	Hourly Rate
Principal	$185.00
Engineer A	$125.00
Engineer B	$115.00
Engineering Tech A	$ 66.00
Mileage ----------	$ 0.67 per mile
Snooper Rental UB-58ER--------	$12,200.00/Week

Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

Capital Improvement Project Summary

Project Name:	**2025 Bridge Maintenance Program**	**Department:**	Public Works
Project Number:	121022.00	**Division:**	Engineering
Primary Funding Source:	Federal Funds Exchange	**Contact:**	Mark Schreiner
Multiple Funds:	No	**New Project?**	No
Council District(s):	Multiple	**1st CIP Year:**	
Total Budget	$ 600,000	**Type:**	Program

Project Description & Justification:

The Bridge Maintenance Program addresses the deterioration of approximately 101 city bridges with spans of 20 feet or more. Biennial inspections identify maintenance needs. Historically, staff have utilized bridge funds as matching contributions for City grants.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Design/Admin Fees	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
Construction/Service Fees	$ -	$ 450,000	$ -	$ -	$ -	$ -	$ -	$ 450,000
Totals	**$ -**	**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 600,000**

Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Federal Funds Exchange	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ 600,000
Totals	**$ -**	**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 600,000**

Event # 3184-0

Name: Professional Engineering Services 121022.02

Reference: 2025 Biennial Bridge Inspections 121022.02

Description: The City of Topeka is seeking a Consultant to provide Bridge Inspection for the 2025 Biennial Bridge Inspections Services.

Buyer: Randy A Sanders

Status: Open

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: ENGINEERING

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 04/07/2025 01:51:00 PM

Open: 04/07/2025 01:50:00 PM

Q & A Close: 05/01/2025 05:00:00 PM

Close: 05/08/2025 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 Statues 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.

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

Contractor's Statement of Agreement

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 01.2001)

CONTRACTOR'S STATEMENT OF AGREEMENT
The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:
1.COMPLY WITH K.S.A. 44-1030 REQUIRING THAT

A.The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;

B.In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;

C.If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

D.If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

E.The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

2.Guarantee that during the performance of any City contractor agreement the contractor, sub- contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.

3.Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program

4.The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

_____
Company Name

_____
Company Address, City, State, Zip

_____
Signature

_____
Printed Name

_____
Title

Revised 01-10-01

Contractural 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
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:_____

Terms and Conditions

STANDARD TERMS AND CONDITIONS
Qualification Based Selection (RFP, RFQ, etc.)
Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

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 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.

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 RESP0NSIBILITY & 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 CANELLATION: 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

Attachment
Event 3184 RFP for 2025 Bridge Inspection Services 121022.02.pdf

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
925	ENGINEERING SERVICES, PROFESSIONAL

Line Details

Line 1: 2025 Biennial Bridge Insp

Description: Enter 1.00 in the unit price field and upload your technical proposal. Pricing proposals are not being solicited at this time and will be negotiated with the selected firm. You must click "Submit" to submit your proposal.

Item: PROFESSIONAL ENGINEERING SERVICE 2025 Biennial Bridge Insp

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2025

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	8008060800	52400	100.000%

CITY OF TOPEKA
Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603
procurement@topeka.org
P: (785) 368-3749

Professional Engineering Services

2025 Biennial Bridge Inspections 121022.02

Request for Proposals

I. Purpose for Request

The City of Topeka is seeking an engineering firm to provide Bridge Inspection for the 2025 Biennial Bridge Inspections Services, Project No. 121022.02.

II. Background Information

The Federal Highway Administration (FHWA) has issued National Bridge Inspection Standards (NBIS) with which states and localities must comply. Cities that own bridges not on the state system are responsible for inspections of those structures. The inspections must be completed at least every two years. KDOT's Bureau of Local Projects is responsible for documenting that bridge owners comply with the NBIS through a biennial inspection program. There are 101 bridges located within the City limits that will require field inspections.

III. Scope of Services

A. Inspection Services

1. Bridge Inspections are to be performed by a KDOT Qualified Bridge Inspection Team Leader with the data entered into the KDOT BLP Bridge Web Portal prior to December 10, 2025.
2. Discuss the overall condition of all bridge categories based on the five ratings, including "very good, good, fair, poor, and very poor." This rating system is adopted to be consistent organization-wide for the condition reporting of all assets, including bridges. The five-rating system is already defined and aligned with the Bridge Condition Rating of 0 (worst) to 9 (excellent). No additional bridge condition assessment is required; rather, the current bridge assessments are presented in terms of the five ratings for each bridge category.
3. Review the existing maintenance, rehabilitation, and reconstruction plans and update them in accordance with the inspection data collected as part of this project. Also, update the costs.
4. Identify and prioritize the maintenance, rehabilitation, and reconstruction capital projects on a yearly basis as per the updated list. Provide two separate lists of maintenance projects, including projects for cleaning and projects for physical repairs.
5. The standard KDOT BLP Bridge Inspection Form shall be used to record the field inspections data. Critical Findings shall be recorded on a Critical Inspection form.
6. Required photographs and any additional photographs needed are to be taken for each bridge inspected to properly document any significant deficiencies, changed conditions or repairs needed.
7. Inspections that result in a Critical Findings Report shall be reported to the City of Topeka and KDOT immediately.
8. A final report summarizing the bridge inspection findings along with suggested maintenance recommendations (prioritized with estimated costs) shall be provided.

IV. Deliverables and schedule

A. Deliverables

The deliverable of this work includes the development of a bridge inspection report in line with the format adopted in 2019 and 2021 inspection reports.

B. Schedule

The following schedule is to be followed to complete the project:

- Commence work: July 15, 2025
- Submit Preliminary Bridge Inspection Report: Nov 30, 2025
- Upload data upload to KDOT BLP Bridge Web Portal: Dec 10, 2025
- Submit final reports and project closing out: Dec 31, 2025

V. City Resources to Be Provided

All information that the City has relating to the project will be made available to the selected firm.

VI. Proposal Format

All information submitted becomes the property of the City of Topeka. Proposals received after the time indicated in this request will not be considered. Proposals are to be limited to a total of 10 (ten) pages (not counting front and back cover, cover letter, table of contents, and section dividers) using margins not smaller than 1.0" and font size not smaller than 12. The proposal should include the following:

1. Project Understanding
2. Project Methodology
3. Project Team
4. Related Project Experience
5. Exhibits (if applicable)

VII. Selection Process

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

1. 20% Program approach
2. 35% Project Methodology
3. 20% Project Team
4. 25% Related Project Experience

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

ADDENDUM #1

Bid Event: Event 3184 Professional Engineering Services 2025 Biennial Bridge Inspections 121022.02

Closing Date: 5/8/2025

Addendum Date: 4/8/2025

Conditions of Addendum

Bidders are hereby instructed to review and acknowledge the following changes, corrections, clarifications, additions, deletions, and approvals made to the Contract Bid and Construction Documents.

Addendum No. 1 is considered an integral part of the Contract Bid and Construction Documents and shall govern the performance of all work related to the project. This addendum consists of 1 pages and includes no attachments.

Purpose of this Addendum:

This addendum is issued to address a change in Section IV Deliverables and Schedule:

IV. Deliverables and schedule

A. Deliverables

The deliverable of this work includes the development of a bridge inspection report in line with the format adopted in 2019, 2021, and 2023 inspection reports.

B. Schedule

The following schedule is to be followed to complete the project:

- Commence work: July 15, 2025
- Upload data upload to KDOT BLP Bridge Web Portal: Dec 10, 2025
- Submit final reports and project closing out: Dec 31, 2025

Bidders are required to acknowledge receipt of this addendum in their bid proposal. Failure to do so may render the proposal non-responsive. Bidders must upload the signed addendum with their bid submission.

Contractor Signature: _____

Date: _____ Title: _____

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

ADDENDUM #2

Bid Event: Event 3184 Professional Engineering Services 2025 Biennial Bridge Inspections 121022.02

Closing Date: 5/8/2025

Addendum Date: 4/8/2025

Conditions of Addendum

Bidders are hereby instructed to review and acknowledge the following changes, corrections, clarifications, additions, deletions, and approvals made to the Contract Bid and Construction Documents.

Addendum No. 2 is considered an integral part of the Contract Bid and Construction Documents and shall govern the performance of all work related to the project. This addendum consists of 1 pages and includes no attachments.

Purpose of this Addendum:

This addendum is issued to address a change in Section VII Selection Process:

Line 1 is changed from 20% Program Approach to 20% Project Understanding.

Bidders are required to acknowledge receipt of this addendum in their bid proposal. Failure to do so may render the proposal non-responsive. Bidders must upload the signed addendum with their bid submission.

Contractor Signature: _____

Date: _____ Title: _____

CITY OF TOPEKA
Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603
procurement@topeka.org
P: (785) 368-3749

Professional Engineering Services

2025 Biennial Bridge Inspections 121022.02

Request for Proposals

I. Purpose for Request

The City of Topeka is seeking an engineering firm to provide Bridge Inspection for the 2025 Biennial Bridge Inspections Services, Project No. 121022.02.

II. Background Information

The Federal Highway Administration (FHWA) has issued National Bridge Inspection Standards (NBIS) with which states and localities must comply. Cities that own bridges not on the state system are responsible for inspections of those structures. The inspections must be completed at least every two years. KDOT's Bureau of Local Projects is responsible for documenting that bridge owners comply with the NBIS through a biennial inspection program. There are 101 bridges located within the City limits that will require field inspections.

III. Scope of Services

A. Inspection Services

1. Bridge Inspections are to be performed by a KDOT Qualified Bridge Inspection Team Leader with the data entered into the KDOT BLP Bridge Web Portal prior to December 10, 2025.
2. Discuss the overall condition of all bridge categories based on the five ratings, including "very good, good, fair, poor, and very poor." This rating system is adopted to be consistent organization-wide for the condition reporting of all assets, including bridges. The five-rating system is already defined and aligned with the Bridge Condition Rating of 0 (worst) to 9 (excellent). No additional bridge condition assessment is required; rather, the current bridge assessments are presented in terms of the five ratings for each bridge category.
3. Review the existing maintenance, rehabilitation, and reconstruction plans and update them in accordance with the inspection data collected as part of this project. Also, update the costs.
4. Identify and prioritize the maintenance, rehabilitation, and reconstruction capital projects on a yearly basis as per the updated list. Provide two separate lists of maintenance projects, including projects for cleaning and projects for physical repairs.
5. The standard KDOT BLP Bridge Inspection Form shall be used to record the field inspections data. Critical Findings shall be recorded on a Critical Inspection form.
6. Required photographs and any additional photographs needed are to be taken for each bridge inspected to properly document any significant deficiencies, changed conditions or repairs needed.
7. Inspections that result in a Critical Findings Report shall be reported to the City of Topeka and KDOT immediately.
8. A final report summarizing the bridge inspection findings along with suggested maintenance recommendations (prioritized with estimated costs) shall be provided.

IV. Deliverables and schedule

A. Deliverables

The deliverable of this work includes the development of a bridge inspection report in line with the format adopted in 2019 and 2021 inspection reports.

B. Schedule

The following schedule is to be followed to complete the project:

- Commence work: July 15, 2025
- Submit Preliminary Bridge Inspection Report: Nov 30, 2025
- Upload data upload to KDOT BLP Bridge Web Portal: Dec 10, 2025
- Submit final reports and project closing out: Dec 31, 2025

V. City Resources to Be Provided

All information that the City has relating to the project will be made available to the selected firm.

VI. Proposal Format

All information submitted becomes the property of the City of Topeka. Proposals received after the time indicated in this request will not be considered. Proposals are to be limited to a total of 10 (ten) pages (not counting front and back cover, cover letter, table of contents, and section dividers) using margins not smaller than 1.0" and font size not smaller than 12. The proposal should include the following:

1. Project Understanding
2. Project Methodology
3. Project Team
4. Related Project Experience
5. Exhibits (if applicable)

VII. Selection Process

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

1. 20% Program approach
2. 35% Project Methodology
3. 20% Project Team
4. 25% Related Project Experience

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

ADDENDUM #1

Bid Event: Event 3184 Professional Engineering Services 2025 Biennial Bridge Inspections 121022.02

Closing Date: 5/8/2025

Addendum Date: 4/8/2025

Conditions of Addendum

Bidders are hereby instructed to review and acknowledge the following changes, corrections, clarifications, additions, deletions, and approvals made to the Contract Bid and Construction Documents.

Addendum No. 1 is considered an integral part of the Contract Bid and Construction Documents and shall govern the performance of all work related to the project. This addendum consists of 1 pages and includes no attachments.

Purpose of this Addendum:

This addendum is issued to address a change in Section IV Deliverables and Schedule:

IV. Deliverables and schedule

A. Deliverables

The deliverable of this work includes the development of a bridge inspection report in line with the format adopted in 2019, 2021, and 2023 inspection reports.

B. Schedule

The following schedule is to be followed to complete the project:

- Commence work: July 15, 2025
- Upload data upload to KDOT BLP Bridge Web Portal: Dec 10, 2025
- Submit final reports and project closing out: Dec 31, 2025

Bidders are required to acknowledge receipt of this addendum in their bid proposal. Failure to do so may render the proposal non-responsive. Bidders must upload the signed addendum with their bid submission.

Contractor Signature: _____

Date: 5-8-2025 Title: President

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

ADDENDUM #2

Bid Event: Event 3184 Professional Engineering Services 2025 Biennial Bridge Inspections 121022.02

Closing Date: 5/8/2025

Addendum Date: 4/8/2025

Conditions of Addendum

Bidders are hereby instructed to review and acknowledge the following changes, corrections, clarifications, additions, deletions, and approvals made to the Contract Bid and Construction Documents.

Addendum No. 2 is considered an integral part of the Contract Bid and Construction Documents and shall govern the performance of all work related to the project. This addendum consists of 1 pages and includes no attachments.

Purpose of this Addendum:

This addendum is issued to address a change in Section VII Selection Process:

Line 1 is changed from 20% Program Approach to 20% Project Understanding.

Bidders are required to acknowledge receipt of this addendum in their bid proposal. Failure to do so may render the proposal non-responsive. Bidders must upload the signed addendum with their bid submission.

Contractor Signature: _____

Date: 5-8-2025 Title: President

PROPOSAL TO

ENGINEERING DIVISION

FOR

PROFESSIONAL ENGINEERING SERVICES

ON

EVENT #3184

PROJECT NO. T-121022.02

2025 BIENNIAL BRIDGE INSPECTIONS

BY

FINNEY & TURNIPSEED

TRANSPORTATION & CIVIL ENGINEERING, L.L.C

MAY 8, 2025

FINNEY & TURNIPSEED

CRAIG A. MATTOX, P.E., P.L.S.
Principal
KIP E. McNORTON, P.E.
TIMOTHY A. REED, P.E.
ANDREW S. STUEWE, P.E.

TRANSPORTATION & CIVIL ENGINEERING, L.L.C.
610 SW 10TH STREET, SUITE 200 PHONE (785) 235-2394
FAX (785) 235-1902
E-MAIL - cmattox@finturn.com
TOPEKA, KANSAS 66612-1674

DEBRA I. BRIANT, P.E.

May 8, 2025

Selection Committee
Department of Public Works
City of Topeka, Engineering Division
620 SE Madison, 2nd Floor
Topeka, Ks. 66607

Re: Request for Proposal Event #3184: Design Services
Project No. 20022.02
2025 Biennial Bridge Inspections

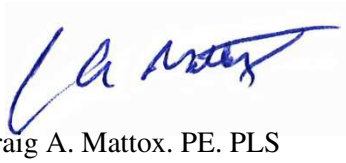
Committee Members,

We have reviewed the request for proposal regarding engineering services on the above referenced project. Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. thank you for the opportunity to present our qualifications for this project.

Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. is a group of engineering design professionals with the specific expertise required for this project. We would like very much to perform the duties of Consulting Engineer on this project. The proposal contains the information requested in your Request for Proposal.

Respectfully submitted,

FINNEY & TURNIPSEED
TRANSPORTATION & CIVIL ENGINEERING, L.L.C.



Craig A. Mattox. PE. PLS
President

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I. PROJECT UNDERSTANDING:

The City of Topeka is seeking consultants to provide professional engineering services for the 2025 Biennial Bridge Inspections. Finney & Turnipseed wish to provide those services to the City of Topeka. Finney & Turnipseed has an unmatched understanding of the City's existing bridge inventory, along with the ability and experience to combine inspection data with prioritizing maintenance and repairs.

All Bridge Inspection Services for the 2025 Biennial Bridge Inspections would be performed by the consultant in accordance with the Federal Highway Administration (FHWA) National Bridge Inspection Standards (NBIS) and KDOT's Bureau of Local Projects requirements for the City's one hundred and one (101) bridge inventory. Currently, all bridge inspections are required to be performed using AssetIntel's InspectX software platform. All inspections will be performed by KDOT Bridge Team Leader qualified and experienced bridge inspectors. These bridge inspectors will also be licensed professional engineers.

Using data obtained during the field inspections, the Consultant would then create a Bridge Repair and Maintenance Plan to support of the city's long term capital program development. Finney & Turnipseed has many years of experience in bridge maintenance and repair and can provide the information needed to best equip and inform the decision makers going forward.

II. PROJECT METHODOLOGY

A. 2025 BIENNIAL BRIDGE INSPECTIONS

Our approach to the bridge inspection portion of this project will be to perform field inspections on all structures. We will assign two to three professional engineers each accompanied by an engineering technician to perform field inspections. The lead engineers for this task will be Craig Mattox, Kip McNorton, and Cassie Chen (all are KDOT and NBIS qualified team leaders). These engineers will perform all the required field inspection items using AssetIntel's InspectX software as desired by the City and required by KDOT Bureau of Local Projects. We anticipate (barring weather) it will take three to four weeks to perform the necessary field inspections and reports. All required photographs will be obtained, and they will be taken with a digital camera to allow for photo archiving. The digital photographs will be labeled and embedded in the InspectX picture log and printed for the City of Topeka paper files as well as digital files.

Craig Mattox and Kip McNorton will be tasked with performing the review of any load ratings required. Finney & Turnipseed completed load rating all the City of Topeka bridges for the required load rating trucks as well as the new EV1 and EV2 emergency vehicles. Any load rating analysis required by KDOT using load factor design will be performed on any new or rehabilitated structures inventoried during this inspection cycle. Ratings for existing bridges will be adjusted, if needed for bridge condition. Load rating computations will be supplied for each bridge that ratings are needed for placement in the bridge files. The two bridges that will require an Element Level Inspection will be done by KDOT. Finney & Turnipseed will do a routine inspection on both these bridges. We will also perform any scour reviews for any Plans of Actions that are required.

Following the field inspections, we will create a final report containing a narrative of the field findings from the information obtained during the inspections. Craig Mattox will review of the pertinent Structural Inventory & Appraisal (SI&A) data to check and make sure the bridge is coded correctly. We currently supply information to our clients in the KDOT BLP inspection form format requested in the RFP.

Craig will then compile tabular lists of recommended maintenance items for use by the city in determining any repairs that may be needed and a maintenance plan. Recommended posting changes and any signing deficiencies will also be compiled and placed in tabular format. Craig will prepare estimates of probable construction cost for any recommended repairs, rehabilitation, and any bridge replacements.

Upon completion of the inspections, electronic files and digital photographs would be transferred to the City for their use. Data will be entered through the BLP Bridge Inspection Web Portal. We currently have internal load rating programs as well as AASHTO BrR in our office as well as all the other references that are normal control for providing this type of engineering service.

The following scope of services will be provided:

1. The biennial bridge inspections shall be conducted in accordance with federal regulations and KDOT requirements using AssetIntel's InspectX software.
2. Bridge Inspection Team Leaders are on the prequalified inspector's list maintained by KDOT and all our inspectors are on that list.
3. The standard KDOT Bureau of Local Projects Bridge Inspection Form (BIF) shall be used to record the field inspections data. The overall condition of all bridge categories is based on the NBI standard five ratings, including "very good, good, fair, poor, and very poor." This rating system is adopted to be consistentorganization- wide for the condition reporting of all assets, including bridges. The five-rating system is already defined based on the NBI Bridge Condition Rating of 0 (worst) to 9 (excellent) for each element of the bridge.
4. All NBI Data Items shall be verified during the inspection and updated or corrected. We will coordinate with Public Works on AADT and similar items not observable.
5. Two bridges that have Element Level Inspections required will receive routine inspections. KDOT has taken over the performance of element level inspections on all structures requiring them.
6. We will review scour assessment information in the bridge folder, and report if the information is inadequate or needs updating.
7. Required photographs and more will be obtained for each bridge inspected to adequately document significant deficiencies, changed conditions, or repairs needed.
8. The inspection data will be entered into AssetIntel's InspectX software and stored with KDOT. All NBI Data Items in the existing database are to be checked while performing data entry, and errors in the data shall be corrected.
9. Any inspection that results in a Critical Findings Report shall be recorded and reported to KDOT Bureau of Local Projects Bridge Inspection Critical Findings form to the City ofTopeka and KDOT immediately by the most expedient method.
10. Consultant will provide two copies of an engineering report summarizing bridge inspection

results. The report shall include repair and maintenance recommendations along with associated cost estimates.

11. Provide required reports, photographs and updates to the bridge folder shall be completed within 30 days of the completion of the field inspection.

B. INSPECTION FINDING SUMMARY REPORT

The data gathered during the bridge inspection phase will be summarized in an engineering findings report. The report will present all data in a tabular format. These tables will summarize our findings and list bridge type, location, condition, load rating, sufficiency rating, posting, and all deficiencies and maintenance items that will need to be address. Any information needed for the City's Asset Management Plan will also be provided.

This report will contain and prioritize bridge repair items that need to be addressed along with a long term maintenance plan for the bridge that need repairs. With his information, we will help the City develop and multi-year plan of repair projects along with cost estimates. We have done similar services for Shawnee, Butler, Jefferson, and Leavenworth Counties.

III. PROJECT TEAM

Our project team will consist of team members from Finney & Turnipseed. Craig Mattox has worked with the City of Topeka Engineering staff on their bridge needs since 1988. The following are the qualified personnel that will be dedicated to working on this project.

Craig Mattox, PE, RLS – President

B.S. in Civil Engineering, 1985, M.S. Degree in Civil Engineering, Kansas State University, 1992. Craig is the president of the firm. Craig would be involved in bridge inspection and reports and developing a long-term maintenance plan. He will also perform all cost estimating for the repairs or replacement. He is qualified as a Team Leader, Fracture Critical Team Leader, Pin & Hanger Team Leader, and an Element Level Inspector.

Kip McNorton, PE – Senior Bridge Engineer

B.S. in Civil Engineering, 1992 and M.S. Degree in Civil Kansas State University in 1999. Kip has experience in design and analysis for bridge design. He has completed several bridge inspection projects over the past thirty plus years. He will be involved with bridge inspection and any load rating required for this project. He is qualified as a Team Leader, Fracture Critical Team Leader, and an Element Level Inspector.

Yu-Szu "Cassie" Chen, EIT – Bridge Engineer

MS in Civil Engineering in 2021 and PhD in Civil Engineering, Kansas State University in 2023. She has experience in bridge inspection and load rating using AASHTOware BrR software required by KDOT. She will be involved with bridge inspection. She is qualified as a KDOT team leader.

Complete resumes will follow in Appendix A.

IV. PAST RELATED EXPERIENCE

Finney & Turnipseed has been designing, inspecting, and constructing public works projects in the State of Kansas for over 80 years. We have designed and inspected streets, interchanges, highways, bridges, bridge rehabilitation, sewer lines, water lines, storm drainage systems and numerous other civil engineering projects for cities, counties, the Kansas Department of Transportation, and the U.S. Army Corps of Engineers.

Finney & Turnipseed has performed bridge inspections for the following cities and counties in the last five years.

Butler County

Performed biennial bridge inspections on all 436 bridges (120 Rural Secondary and 313 Off-System) in the county beginning in 1987. Most recent were the 2021 and 2023 inspections. Inspections included all bridge types as well as bridges classified as fracture critical bridges. Completed condition summary reports listing needed replacements, rehabilitation, and maintenance needs for all bridges. Provided a detailed Summary Report of all bridge costs for replacement, repair, and maintenance.

Shawnee County

Performed biennial bridge inspections on all 261 bridges (82 Rural Secondary and 179 Off-System) in the county beginning in 2002. Most currently the 2020 and 2022 inspections. Included all bridge types including two Kansas River Bridges. Completed condition summary reports listing needed replacements, rehabilitation, and maintenance needs for all bridges. Provided a detailed Summary Report of all bridge costs for replacement, repair, and maintenance. Assisted Shawnee County staff in the development of a 10-year capital improvement plan.

Jefferson County

Performed biennial bridge inspections on all 152 bridges (41 Rural Secondary and 111 Off-System) in the county beginning in 1987. Most currently the 2020 and 2022 inspections. Included all bridge types including fracture critical bridges. Completed condition summary reports listing needed replacements, rehabilitation, and maintenance needs for all bridges.

Leavenworth County

Performed biennial bridge inspections on all 144 bridges (43 Rural Secondary and 101 Off-System) in the county beginning in 2022. Included all types of bridge and one fracture critical bridge. Completed condition summary reports listing needed replacements, rehabilitation, and maintenance needs for all bridges.

City of Topeka

Performed biennial bridge inspections on all 101 bridges (64 Urban Arterial and 37 Off-System) in the city many times in the past going as far back as 1988. Most recently we provided the 2015, 2017, 2019 and 2023 biennial inspections. These included all bridge types including snooper inspections

on three Kansas River Bridges. In 2017, Finney & Turnipseed updated all load ratings on the City of Topeka bridges for the current Local Projects requirements. Our staff is very familiar with all the bridges that are present in the City of Topeka's bridge inventory. Craig Mattox has been designing, repairing, and inspecting City of Topeka bridges since 1988. This firm designed and constructed the Topeka Boulevard, Kansas Avenue and Sardou Avenue bridge over the Kansas River as well as many others.

For the Kansas Department of Transportation and the Kansas Turnpike Authority.

Kansas Turnpike Authority

Alternate performing biennial bridge inspections on the south half of the turnpike (183 bridges) and the north half (163 bridges) of the turnpike. Included all mainline and exit ramp bridges including the Kansas River Bridges at Lawrence. Developed and provided all the necessary information and reports for maintenance by KTA forces and those requiring contracting to outside sources.

Kansas Department of Transportation, Bureau of Local Projects

Project No. 106 KA-4089-02 – Statewide Inspection of LPA Fracture Critical Bridges

This firm has had an on-going Statewide Fracture Inspection for the last five years that involves 58 bridges in 22 counties and this contract will continue for the next 5 years.

Project No. 106 C-4864-02 – Statewide Inspection of LPA Pin & Hanger Bridges

This firm has an on-going contract to perform ultrasonic inspection of Pin & Hanger structures with KDOT Local Projects. This involves the inspection of all bridges with pin & hanger assemblies on the local road system. There are 37 bridges in 23 counties that will continue for the next 5 years.

This firm has prepared bridge inspection and condition studies on numerous major bridges for the Kansas Department of Transportation in numerous parts of the state. Our field inspections are done by licensed professional engineers who are experienced in bridge design, construction, and inspection.

Craig has overseen and routinely assists her in the role of reviewing and developing bridge maintenance projects for the State bridge system for the last 5 years. This experience involved the use of both bridge design and maintenance experience. He has a lot of knowledge on bridge evaluation, repair scenarios and cost-effective solutions for bridge maintenance and repair.

V. PROJECT SCHEDULE

We believe we have the experience and the personnel to inspect these structures and gather the necessary data needed in an efficient and timely manner. Currently, all 101 bridges in the inventory were inspected at the end of September and beginning of October of 2021. To meet the desired schedule, the bridge 2025 bridge inspections would have to be advanced to complete the inspections to meet your desired Preliminary Bridge Inspection Report date. As they are now, the required 24-month cycle does not begin until the end of September 2025. Keeping with KDOT policy of not

moving the inspection dates by more than 30 days, we would propose to not to move the inspections of all bridges until they are required by KDOT.

Our proposed schedule to meet this is as follows:

	Estimated Date Completed
Award contract and commencing work	July 15, 2025
Field Inspection (101 bridges)	September, 2025
Upload all NBI data to bridge inspection portal (No later than 30 days of the field inspection)	December 10, 2025
Submit Final Reports, cost estimates and project closing out	December 31, 2025

This schedule can be adjusted as needed for in climate weather and any other obstacle that may arise.

VI. REFERENCES

Finney & Turnipseed, Transportation and Civil Engineering, L.L.C. has an experienced staff. We take great pride in the finished project and our ability to work with our clients and the public. We have very good relations with the Kansas Department of Transportation and the Bureau of Local Projects. The KDOT Bureau of Local Projects and are well acquainted with the quality of our work. Please review our work record with the following.

KDOT Bureau of Local Projects
Mr. Lynn Berges, PE
Local Bridge Engineer (Bridge Inspection)
7th Floor Eisenhower State Office Building
Topeka, Kansas
(785) 296- 0410

Shawnee County
Mr. Thomas Flanagan, PE
Special Projects Engineer
1515 Saline Street, Suite 200
Topeka, Kansas
(785) 251-6115

Butler County
Mr. Bronson Webb, PE
Assistant County Engineer
Butler County Public Works
121 S. Gordy, Suite 200
El Dorado, Kansas
(316) 322-4101

Leavenworth County
Mr. Wiiliam Noll, PLS MPA CPM -Director
Infrastructure and Construction Services
300 Walnut, Suite 007
Leavenworth, Kansas
(913) 684-0470

APPENDIX A

Project Personnel Resumes

Typical Inspection Report from InspectX

CRAIG A. MATTOX, PE, PLS
PRESIDENT

EDUCATION

B.S. in Civil Engineering, Kansas State University in 1985
Master's Degree in Civil Engineering - 1992 Kansas State University

PROFESSIONAL REGISTRATION
Kansas Registration No. 11405
Kansas Licensed Land Surveyor No. LS-1446
Certified Construction Inspector #426
NHI - Bridge Scour Analysis and Stream Stability
NHI – Safety Inspection of In-Service Bridges
NHI - Fracture Critical Inspection of In-Service Bridges

PROFESSIONAL ACTIVITIES

ASCE, NSPE, ACEC - Member
A.S.C.E. - Chair of Structural Group and Hospitality Committee - 3 years
A.S.C.E. Kansas Section - President Elect, 1994 and President 1995

KEY AREAS OF EXPERIENCE

Bridge Design/Analysis - New and Rehabilitation
Bridge Inspection
Bridge Detailing
Construction Management/Inspection
Roadway Design
Bridge Hydraulics
Bridge Load Rating
Public Relations
Stormwater Drainage
Surveying

Craig is a design engineer with considerable experience. Projects worked on include:
- Kansas Avenue over Kansas River, City of Topeka
-Oakland Expressway Bridge over the Kansas River, Shawnee Co. – both bridges
-Topeka Boulevard over the Kansas River, City of Topeka
- Lecompton Bridge over the Kansas River, Douglas County
- KTA/I-70 over Kansas River, Douglas County – Both EB & WB bridges
-NW Carlson Road over Kansas River - bridge replacement
-I-70/Polk Quincy Viaduct - Bridge rehabilitation and repair.

Bridge Inspections
Shawnee County –2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024
Jefferson County - 2014, 2016, 2018, 2020, 2022, 2024
Douglas County - 1999, 2001, 2003, 2009, 2011 partial
Butler County - 1993, 1995, 1997, 1999, 2001, 2005, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023
City of Topeka - 1994, 1996, 1998, 2005, 2007, 2009, 2011& 2013 Kansas R. only, 2015, 2017, 2019, 2023
Cities of Eldorado, Lawrence and Lansing
KDOT Project 106 KA-4089-01&02 - Statewide Fracture Critical – 2015-2024
KDOT Project No. 106 C-4864-02 & 03 – Statewide Inspection of LPA Pin & Hanger Bridges- 2019-2024

KIP E. McNORTON, P.E.

Senior Bridge Design Engineer

Education

B.S. in Civil Engineering, Kansas State University in 1992
Masters Degree in Civil Engineering - 1999 Kansas State University

Professional Registration

Kansas Registration No. 14662
Certified Construction Inspector #1069
NHI - Safety Inspection of In-Service Bridges
NHI - Fracture Critical Inspection of In-Service Bridges

Key Areas of Experience

Bridge Design/Analysis - New and Rehabilitation
Construction Inspection
Surveying
Bridge Inspection/Rating
Roadway Design and Geometrics
CADD Drafting

Kip began employment at Finney & Turnipseed in January 1993. He is experienced in surveying and difficult geometrics. He has both design and analysis experience for bridge design.

Projects he has worked on include:
KTA/I-70 over Kansas River, Douglas County – Both EB & WB bridges
Topeka Boulevard over Kansas River – bridge replacement
Thirty First Street from Kasold Drive to Iowa Street in Lawrence - Construction inspection.
S.E 6th Street near Deer Creek - Construction inspection.
N.W. 62nd Street over Soldier Creek - Shawnee County - Construction inspection and staking.
Oakland Expressway River Bridge - Design and detail checking, designed lateral bracing.
US 24 over Oakland Expressway Bridges - Check design and geometrics
Fairlawn Road - 10th St. to 17th St. in Topeka - Surveyed, checked plans, and quantities.
N.W. 74th Street over Soldier Creek - Shawnee County - Construction inspection and staking.
Kansas Ave. over Kansas River - Design Check and Construction Engineering Inspection.
NW Menoken Road over Soldier Creek - Surveyed, road design and quantities.
US-81 over Solomon River, Ottawa County - bridge rehabilitation
US-81B over Smoky Hill River, McPherson County – Bridge replacement & widening
K-18 over Solomon River, Ottawa County – Bridge re-decking and widening
NW Carlson Road over Kansas River - bridge replacement

Bridge Inspections
Shawnee County –2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024
Douglas County - 2009
Butler County - 2005, 2009**,** 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025
Jefferson County - 2014, 2016, 2018, 2020, 2022, 2024
City of Topeka – 2015, 2017, 2019, 2023
KDOT Project 106 KA-4089-01 & 02 - Statewide Fracture Critical - 2015-2024
KDOT Project No. 106 C-4864-02 & 03 – Statewide Inspection of LPA Pin & Hanger Bridges- 2019-2024

Butler County
SW Prairie Cr. Rd. over Dry Creek
0.5mi W, 3.0mi S of Benton

FINNEY & TURNIPSEED
TRANSPORTATION & CIVIL ENGINEERING, L.L.C.
TOPEKA, KANSAS

OS 030
000080845006105
32E6-26-3

STRUCTURE INFORMATION

42'-56'-42' Haunched Slab
Concrete Corral Rail

NBI Item 43: 201 RCSH
Deck Type: Concrete **Built:** 2017
Roadway Width: 30.0' **Rehab.:**
Deck Surface: Concrete **ADT:** 125
Bridge Length: 143.3' **ADT Year:** 2023

LOAD RATINGS

Posting: None
HS Inv.: 61.5 tons
HS Op.: 102.6 tons **Date:** 3/27/18
Firm: Finney & Turnipseed
PE: Kip E. McNorton

WATERWAY

No scour

Item 71: 7 *Waterway Adequacy*
Slight chance of overtopping
Item 113: 5 *Scour Vulnerability*
Stable Foundation, scour within foundation limits
POA: No **Underwater:** Type I
Interval: -

APPROACH

Width: 19.0' **Surface:** Gravel
Object Markers: OM-3 at each corner of bridge
Guard Fence: All four quadrants of bridge
Signs: None
Utilities: None

BRIDGE PROJECTS

FINDINGS SUMMARY

Deck: Longitudinal scrapes near centerline across bridge.
Chain drag revealed no delamination.

RECOMMENDATIONS

None.

INSPECTION

Routine Date: 2/6/25 **Interval:** 24 mo.
F.C. Date: N/A **Interval:** -
Weather: Clear Calm 39 °F
Team Leader: Kip McNorton
Inspector: Rodney Didier

Kansas Department of Transportation

LPA Bridge ID:**O 030 32E6-26-3** Structure No: **000080845006105**(Routine)

County: Butler, **City:** Rural, **District:** 05

Team Lead: Kip McNorton, **Inspection Date:** 02/06/2025

IDENTIFICATION

(5A) ROUTE On/Under	1 - Route carried "ON" the structure	
(5B) ROUTE TYPE	4 - County highway	
(5C) SERVICE TYPE	1 - Mainline	
(5D) ROUTE NUMBER	02035	
(5E) SUFFIX	0 - N/A	
(6) FEATURE INTERSECTED	Dry Creek	
(9) LOCATION	0.5W 3.0S OF BENTON	
(16) LATITUDE	37.744189	
(17) LONGITUDE	-97.116789	
(2) HIGHWAY AGENCY DISTRICT	District 05 - Hutchinson	
(98A) BORDER BRIDGE STATE		
(98B) BORDER BRIDGE RESPONSIBILITY		
(99) BORDER BRIDGE STRUCTURE NO.	_	
(7) (ROUTE NAME) FACILITY CARRIED	SW Prairie Creek R	

FUNCTIONAL

(26) FUNCTIONAL CLASSIFICATION	9 - Rural Local	
(104) NHS DESIGNATION	0 - Inventory Route is not on the NHS.	
(100) STRAHNET DESIGNATION	0 - The inventory route is not a STRAHNET r	
(110) Designated National Network	0 - The inventory route is not part of the	
(12) BASE HIGHWAY NET	0 - Inventory route is not on the Base Netw	
(13A) LRS INVENTORY ROUTE		
(13B) LRS SUBRTE #		
(11) LRS MILE POINT	0	
(105) FEDERAL LANDS HIGHWAY	0 - N/A	
(20) TOLL	3 - On free road. The structure is toll-fr	
(21) MAINTENANCE RESPONSIBILITY	2 - County Highway Agency	
(22) OWNER	2 - County Highway Agency	
(37) HISTORICAL SIGNIFICANCE	5 - Bridge is not eligible for the NRHP.	
(101) PARALLEL STRUCTURE	N - No parallel structure exists.	
(103) TEMPORARY STRUCTURE	- Blank	
(38) NAVIGATIONAL CONTROL	0 - No navigation control on waterway(bridg	
(39) NAV VERT CLEARANCE	0	
(40) NAV HORIZ CLEARANCE	0	
(111) PIER OR ABUT NAV PROTECTION		
(116) MIN NAV VERT CLEARANCE		

AGE AND SERVICE

(29) AVERAGE DAILY TRAFFIC	125	
(109) AVERAGE DAILY TRUCK TRAFFIC	1	
(30) YEAR OF ADT	2023	
(27) YEAR BUILT	2017	
(106) YEAR REHABILITATED		
(102) ONE WAY OR TWO WAY TRAFFIC	2 - way traffic	
(42A) SERVICE ON THE BRIDGE	1 - Highway	
(42B) SERVICE UNDER THE BRIDGE	5 - Waterway	
(28A) LANES ON ROUTE	2	
(28B) LANES UNDER ROUTE	0	
(19) BYPASS DETOUR LENGTH	1.9	2

POSTING

(41) POSTING STATUS	A - Open, no restriction						
POSTING TYPE	N/A						
LOAD POSTING STATUS	N/A						
R12-1							
R12-5	Sgl Unit	2-unit	3-unit	Sgl Unit	2-unit	3-unit	
EMERGENCY VEHICLES	Sgl Axle	Tdm Axle	Grs Wt	Sgl Axle	Tdm Axle	Grs Wt	

LOAD RATING

(66) INVENTORY LOAD (tons) or RATING FACTOR (RF)	61.5	
(64) MAXIMUM LOAD (tons) or RATING FACTOR (RF)	99.9	
(31) DESIGN LOAD	A - HL93	
(65) INVENTORY LOAD RATING METHOD	1 - Load Factor(LF)(tons)	
(63) OPERATING (MAX) LOAD RATING METHOD	1 - Load Factor(LF)(tons)	
(70) POSTING REQUIREMENTS	5 - Equal to or above legal lo	

SCHEDULE

(90) ROUTINE INSPECTION DATE	02/06/2025		
(91) ROUTINE INSPECTION FREQUENCY	24		
(92 & 93) CRITICAL FEATURE INSPECTION	Done	Freq. (Mon)	Date
A) NSTM	No		
B) UNDERWATER INSP	No		
C) SPECIAL INSP	No		

Kansas Department of Transportation

LPA Bridge ID:**O 030 32E6-26-3** Structure No: **000080845006105**(Routine)

County: Butler, **City:** Rural, **District:** 05

Team Lead: Kip McNorton, **Inspection Date:** 02/06/2025

GEOMETRIC DATA		
(112) NBIS BRIDGE DEFINITION	Y - Yes	
(49) STRUCTURE LENGTH	143.3	
(48) MAXIMUM SPAN LENGTH	56	
(32) ROUTE WIDTH	19	
(51) BRIDGE ROADWAY WIDTH, CURB TO CURB	30	
(52) DECK WIDTH OUT TO OUT	32	
(50A) LEFT CURB OR SIDEWAY WIDTH	0	
(50B) RIGHT CURB OR SIDEWAY WIDTH	0	
(34) SKEW	40	
(47) ROUTE HORIZONTAL CLEARANCE	30	
(10) MIN VERT CLEARANCE OVER ROUTE	99.99	
(53) MIN VERT CLEARANCE OVER BRIDGE	99.99	
(33) MEDIAN	0 - No median	
(35) STRUCTURE FLARED	0 - No flare	
(54A) MIN VERT UNDERCLEARANCE REF	N - Feature not a highway or railroad	
(54B) MIN VERT UNDERCLEARANCE	0	
(55A) MIN LATERAL UNDERCLEAR REF RT	N - Feature not a highway or railroad	
(55B) MIN LATERAL UNDERCLEAR RT	0	
(56) MIN LATERAL UNDERCLEARANCE LEFT	0	

STRUCTURE TYPE AND MATERIAL		
(45) NUMBER OF MAIN SPANS	3	
(43B) MAIN SPAN DESIGN TYPE	1 - Slab	
(43A) MAIN SPAN MATERIAL TYPE	2 - Concrete continuous	
KDOT Material - Main	R Reinforced Concrete	
KDOT Superstructure Type - Main	CS Slab	
KDOT Design Feature - Main	H Cont Parabolic Haunch	
(46) NUMBER OF APPROACH SPANS	0	
(44B) APPROACH SPAN DESIGN TYPE		
(44A) APPROACH SPAN MATERIAL TYPE		
KDOT Material - Appr.		
KDOT Superstructure Type - Appr.		
KDOT Design Feature - Appr.		
(107) DECK TYPE	1 - Concrete Cast-in-Place	
(108A) DECK SURFACE	1 - Monolithic Concrete (concurrently place	
(108B) MEMBRANE	0 - None	
(108C) DECK PROTECTION	1 - Epoxy Coated Reinforcing	

CONDITION		
(58) DECK CONDITION RATING	8 - VERY GOOD CONDITION - no problems noted	
(59) SUPERSTRUCTURE CONDITION	8 - VERY GOOD CONDITION - no problems noted	
(60) SUBSTRUCTURE CONDITION	8 - VERY GOOD CONDITION - no problems noted	
(62) CULVERT CONDITION	N - Not applicable. Used if structure is n	
(61) STREAM STABILITY / CHANNEL	6 - Bank is beginning to slump. River cont	
B.C.10 CHANNEL PROTECTION COND.		
B.C.11 SCOUR CONDITION		
B.C.14 NSTM INSPECTION CONDITION		
B.C.15 UNDERWATER INSPECTION COND.		
NBI Bridge Condition (G/F/P)	1 - Good	

APPRAISAL		
(72) BRIDGE ROUTE ALIGNMENT	6 - Equal to present minimum criteria	
(71) WATERWAY ADEQUACY	7 - Better than present minimum criteria	
(36A) BRIDGE RAILS	1 - Inspected feature meets currently accep	
(36B) RAIL TRANSITIONS	1 - Inspected feature meets currently accep	
(36C) APPROACH GUARDRAILS	1 - Inspected feature meets currently accep	
(36D) APPROACH GUARDRAIL ENDS	1 - Inspected feature meets currently accep	
(113) SCOUR VULNERABILITY	5 - Bridge foundations determined to be sta	

PROPOSED IMPROVEMENTS		
(75A) Type of Work		
(75B) WORK BY		
(76) IMPROVEMENT LENGTH		
(94) BRIDGE COST	0	
(95) ROADWAY COST		
(96) TOTAL COST		
(97) COST ESTIMATE YEAR		
(114) FUTURE ADT	150	
(115) FUTURE ADT YEAR	2045	

Printed on: 2/7/2025

LPA Bridge ID:**O 030 32E6-26-3** Structure No: **000080845006105**(Routine)
County: Butler, **City:** Rural, **District:** 05
Team Lead: Kip McNorton, **Inspection Date:** 02/06/2025

DECK

Chain drag revealed no delamination.
South EWS, center, depression from weighting down poly during deck pour.
Longitudinal scrapes near centerline across bridge.

SUPERSTRUCTURE

No problems noted with slab.

West facia, middle north span, poor consolidation under post.

SUBSTRUCTURE

No problems noted with abutments.

Piers are solid wall with cap.
North pier, south side, east 2/3 of top of cap, formwork bowed out with grout patching.

CULVERT

CHANNEL

Flow is from west to east.
There is a bend to the east approximately 75' downstream.
From northwest channel turns to fit skew.
Riprap from abutments to piers and along banks up and downstream.

Both piers at water's edge.
Channel 2' deep across entire center span.

MISC

Misc. Notes:

Bridge Notes:

3/26/2018: Structure replaced Bridge 000080845006106 with concurrence from Darryl Lutz, PE, Butler Co. Public Works Dir./Co. Engr., re: KDOT Proj. 008 C-4655-01. ~ BLP_aaf
3/26/2015 11:57:31a: Reserved ID for structure replacing Butler Co. 000080845006106 under KDOT Proj. 008 C-4655-01. BLP_MAI

Posting Notes:

LPA Bridge ID:**O 030 32E6-26-3** Structure No: **000080845006105**(Routine)

County: Butler, **City:** Rural, **District:** 05

Team Lead: Kip McNorton, **Inspection Date:** 02/06/2025

Roadway looking north.

Roadway looking south.

Profile looking west.

Under looking at north pier.

Printed on: 2/7/2025

LPA Bridge ID:**O 030 32E6-26-3** Structure No: **000080845006105**(Routine)

County: Butler, **City:** Rural, **District:** 05

Team Lead: Kip McNorton, **Inspection Date:** 02/06/2025

Channel looking west upstream.

Channel looking east downstream.

Kansas Department of Transportation

LPA Bridge ID:**O 030 32E6-26-3** Structure No: **000080845006105**(Routine)

County: Butler, **City:** Rural, **District:** 05

Team Lead: Kip McNorton, **Inspection Date:** 02/06/2025

IDENTIFICATION	
(1) State Names	20 - Kansas
(8) Structure Number	000080845006105
(5A) Inventory Route	1 - Route carried "ON" the structure
(5B) Route Signing Prefix	4 - County highway
(5C) Designated Level of Service	1 - Mainline
(5D) Route Number	02035
(5E) Directional Suffix	0 - N/A
(2) Highway Agency District	District 05 - Hutchinson
(3) County Code	Butler
(4) Place Code	00000
(6) Features Intersected	Dry Creek
(7) Facility Carried	SW Prairie Creek R
(9) Location	0.5W 3.0S OF BENTON
(11) Mile Point	0.000 mi
(12) Base Highway Network	No
(13) LRS Inventory Rte & Subrte	
(16) Latitude	37.744189
(17) Longitude	-97.116789
(98) Border Bridge State	
(99) Border Bridge Structure No.	

STRUCTURE TYPE AND MATERIAL	
(43) Main Structure Type	21
Material	2 - Concrete continuous
Type	1 - Slab
(44) Approach Structure Type	
Material	
Type	
(45) No. of Spans in Main Unit	3
(46) No. of Approach Spans	0
(107) Deck Structure Type	1 - Concrete Cast-in-Place
(108) Wearing Surface/Protective System	
Type of Wearing Surface	1 - Monolithic Concrete (concurrently pl
Type of Membrane	0 - None
Type of Deck Protection	1 - Epoxy Coated Reinforcing

AGE AND SERVICE	
(27) Year Built	2017
(106) Year Reconstructed	
(42) Type of Service	15
On	1 - Highway
Under	5 - Waterway
(28) Lane	
On	2
Under	0
(29) Average Daily Traffic	125
(30) Year of ADT	2023
(109) Truck ADT	1 %
(19) Bypass, Detour Length	2 mi

GEOMETRIC DATA	
(48) Length of Maximum Span	56.0 ft
(49) Structure Length	143.3 ft
(50) Curb or Sidewalk Width	
Left	0.0 ft
Right	0.0 ft
(51) Bridge Roadway Width Curb to Curb	30.0 ft
(52) Deck Width Out to Out	32.0 ft
(32) Approach Roadway Width (W/Shoulders)	19.0 ft
(33) Bridge Median	0 - No median
(34) Skew	40 Deg
(35) Structure Flared	0 - No flare
(10) Inventory Route Min Vert Clear	99.99 ft
(47) Inventory Route Total Horiz Clear	30.0 ft
(53) Min Vert Clear Over Bridge Rdwy	99.99 ft
(54A) Min Vert Reference Feature	N - Feature not a highway or railroad
(54B) Min Vert Underclear	0.00 ft
(55A) Min Lateral Underclear Ref RT	N - Feature not a highway or railroad
(55B) Min Lateral Underclear RT	0.0 ft
(56) Min Lat Underclear LT	0.0 ft

NAVIGATION DATA	
(38) Navigation Control	0 - No navigation control on waterway(bridge
(111) Pier Protection	
(39) Navigation Vertical Clearance	0.0 ft
(116) Vert-Lift Bridge Nav Min Vert Clear	ft
(40) Navigation Horizontal Clearance	0.0 ft

CLASSIFICATION	
(112) NBIS Bridge Length	Y - Yes
(104) Highway System	0 - Inventory Route is not on the NHS.
(26) Functional Class	9 - Rural Local
(100) Defense Highway	0 - The inventory route is not
(101) Parallel Structure	N - No parallel structure exis
(102) Direction of Traffic	2 - way traffic
(103) Temporary Structure	- Blank
(105) Federal Lands Highways	0 - N/A
(110) Designated National Network	0 - The inventory route is not
(20) Toll	3 - On free road. The structu
(21) Maintain	2 - County Highway Agency
(22) Owner	2 - County Highway Agency
(37) Historical Significance	5 - Bridge is not eligible for

CONDITION	
(58) Deck	8
(59) Superstructure	8
(60) Substructure	8
(61) Channel & Channel Protection	6
(62) Culverts	N

LOAD RATING AND POSTING	
(31) Design Load	A - HL93
(63) Operating Rating Method	1 - Load Factor(LF)(tons)
(64) Operating Rating	99.9
(65) Inventory Rating Method	1 - Load Factor(LF)(tons)
(66) Inventory Rating	61.5
(70) Bridge Posting	5 - Equal to or above legal loads
(41) Structure Open/Posted/Closed	A - Open, no restriction

APPRAISAL	
(67) Structural Evaluation	8
(68) Deck Geometry	6
(69) Clearances, Vertical/Horizontal	N
(71) Waterway Adequacy	7
(72) Approach Roadway Alignment	6
(36A) Bridge Railings	1 - Inspected feature meets current
(36B) Transitions	1 - Inspected feature meets current
(36C) Approach Guardrail	1 - Inspected feature meets current
(36D) Approach Guardrail Ends	1 - Inspected feature meets current
(113) Scour Critical Bridges	5 - Bridge foundations determined t

PROPOSED IMPROVEMENTS	
(75A) Type of Work Performed	
(75B) Work Done By	
(76) Length of Structure Improvement	ft
(94) Bridge Improvement Cost (Multiply value by 1000)	$ 0
(95) Roadway Improvement Cost (Multiply value by 1000)	$
(96) Total Project Cost (Multiply value by 1000)	$
(97) Year of Improvement Cost Estimate	
(114) Future ADT	150
(115) Year of Future ADT	2045

INSPECTIONS *			
(90) Inspection Date			02/06/2025
(91) Frequency			24
(92) Critical Feature Inspection	Done	Freq. (Mon)	Date
A: NSTM Inspection	No		
B: Underwater Inspection	No		
C: Other Special Inspection	No		

* The inspection date and frequency information in this box contains the current NBI date and frequency information. Please refer to the report header for the date this inspection was conducted.

Printed on: 2/7/2025

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

ADDENDUM #1

Bid Event: Event 3184 Professional Engineering Services 2025 Biennial Bridge Inspections 121022.02

Closing Date: 5/8/2025

Addendum Date: 4/8/2025

Conditions of Addendum

Bidders are hereby instructed to review and acknowledge the following changes, corrections, clarifications, additions, deletions, and approvals made to the Contract Bid and Construction Documents.

Addendum No. 1 is considered an integral part of the Contract Bid and Construction Documents and shall govern the performance of all work related to the project. This addendum consists of 1 pages and includes no attachments.

Purpose of this Addendum:

This addendum is issued to address a change in Section IV Deliverables and Schedule:

IV. Deliverables and schedule

A. Deliverables

The deliverable of this work includes the development of a bridge inspection report in line with the format adopted in 2019, 2021, and 2023 inspection reports.

B. Schedule

The following schedule is to be followed to complete the project:

- Commence work: July 15, 2025
- Upload data upload to KDOT BLP Bridge Web Portal: Dec 10, 2025
- Submit final reports and project closing out: Dec 31, 2025

Bidders are required to acknowledge receipt of this addendum in their bid proposal. Failure to do so may render the proposal non-responsive. Bidders must upload the signed addendum with their bid submission.

Contractor Signature: _____

Date: 5-8-2025 Title: President

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

ADDENDUM #2

Bid Event: Event 3184 Professional Engineering Services 2025 Biennial Bridge Inspections 121022.02

Closing Date: 5/8/2025

Addendum Date: 4/8/2025

Conditions of Addendum

Bidders are hereby instructed to review and acknowledge the following changes, corrections, clarifications, additions, deletions, and approvals made to the Contract Bid and Construction Documents.

Addendum No. 2 is considered an integral part of the Contract Bid and Construction Documents and shall govern the performance of all work related to the project. This addendum consists of 1 pages and includes no attachments.

Purpose of this Addendum:

This addendum is issued to address a change in Section VII Selection Process:

Line 1 is changed from 20% Program Approach to 20% Project Understanding.

Bidders are required to acknowledge receipt of this addendum in their bid proposal. Failure to do so may render the proposal non-responsive. Bidders must upload the signed addendum with their bid submission.

Contractor Signature: _____

Date: 5-8-2025 Title: President

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Steven Groen, Director of Public Works**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**SBB Engineering LLC**	**PROJECT #:**	**841098.05**
CATEGORY/SUBCATEGORY	**007 Contracts and Amendments / 005 Professional Services**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

APPROVAL of a professional engineering contract between the City of Topeka and SBB Engineering LLC, for the design and construction documents related to the roadway improvement project for the Shadywood West Neighborhood CIP No. 841098.05.

(Approval will authorize the City Manager to sign and execute the contract for a total not-to-exceed amount of $224,769.00.)

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 February 14, 2025, the Public Works Engineering Division issued Event 3150, a Request for Proposals (RFP) seeking professional engineering services for the preparation of engineering design and construction documents for asphalt mill and overlay, full-depth pavement replacement, deteriorating curb and gutter replacement, and the replacement of inlet tops, sidewalks, and ramps, as needed; and

Whereas, the scope of work also includes utility asset assessment and replacement, as warranted and approved by the City Utilities Department; and

Whereas, the City received four proposals in response to the RFP on March 11, 2025, and the Evaluation Committee reviewed, evaluated, and scored the submissions in accordance with the City's procurement policies and procedures; and

Whereas, based on the Evaluation Committee's review, SBB Engineering LLC was determined to be the most qualified firm for the project.

BUDGETARY IMPACT:

$224,769.00

SOURCE OF FUNDING:

Resolution 9520
Street Citywide Half-Cent Sales Tax

ATTACHMENTS:

Description

SBB Engineering LLC Contract
2025 CIP pg 55 841098.00
Event 3150 Preview
Event 3150 Professional Engineering Design Services, Shadywood West Neighborhood Project 841098.05
SBB Engineering Shadywood Proposal

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

STANDARD AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and SBB Engineering LLC

_____(Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on City of Topeka Project 841098.05 - Shadywood West Neighborhood. These services include providing engineering design and construction documents for the Shadywood West Neighborhood Street Maintenance Project and storm sewer and sanitary sewer rehabilitation and replacement.

_____

(the Project); and,

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

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

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

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

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

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

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

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

(1) Commercial General Liability Insurance, with a limit of $1,000,000 for each occurrence and $2,000,000 in the general aggregate.

(2) Automobile Liability Insurance, with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

(3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of $500,000 for each accident.

(4) Professional Liability Insurance, with a limit of $1,000,000 for each claim and aggregate.

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

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

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

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer: SBB Engineering LLC
101 S Kansas Avenue
Topeka, KS 66603
785-215-8630

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

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

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

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ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

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ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

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

CITY OF TOPEKA	SBB Engineering LLC
Owner	**Engineer**
By: Robert M. Perez, Ph.D.	**By:** Brian T. Ausitn
City Manager	Principal
Title	**Title**
Date:	**Date:**
Attest: City Clerk, Brenda Younger	**Attest:** **By:** Patrick Leo LaFontaine

APPROVED AS TO FORM AND LEGALITY

DATE_____ BY_____

C&P DIRECTOR:

Docusign Envelope ID: BC4150CC-FCB3-4064-B068-3092EA47C87D

Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: SBB Engineering LLC
Project Number & Name: City of Topeka Project 841098.05 - Shadywood West Neighborhood

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

The scope of services will include topographic survey, pavement surface evaluation, curb and gutter evaluation, public information services, construction documents, bid phase services, and construction administration and inspection services for the Shadywood West neighborhood.

Part A - 841098.05 – Pavement Mgmt. Rehabilitation & Reconstruction Program – Shadywood West Neighborhood

- SW 37th St. – 265' west of centerline of Wanamaker Rd. to 1325' west of the centerline of Wanamaker Rd.
- The SW 37th St. Frontage Road serving 6024, 6032, 6040, and 6048 SW 37th St.
- SW Stonybrook Dr. from SW 37th St. to SW 34th Terr., SW 36th Ct., SW 36th St., SW Alameda Dr., SW Brandywine Ct., SW 34th Terr., and SW Stonybrook Ct.

Part B – 501107.05 – Stormwater Conveyance System Rehab. and Replacement Program

- Evaluation and construction documents for recommended rehabilitation (CIPP) or replacement of the following storm water assets.
  - Storm Sewer FIDs 5954, 5961, 6243-6249, 6777, 1004627-1004631, 1004633-1004636, 99910644
  - Inlets FIDs 7623, 7626-7630, 8193-8203, 13069
  - Outfalls FIDs 10641-10642, 20491-20494, 20980

Part C – 291128.11 – Sanitary Sewer System Rehabilitation and Replacement

- Evaluation and construction documents for rehabilitation or replacement of MH #9383.

Fee Breakdown by project:	Part A Street Maint.	Part B Storm	Part C Sanitary
Survey	$18,742	$7,043	$1,100
Design	$68,722	$28,173	$2,200
Construction PM	$12,495	$7,043	$1,320
Construction Observation	$49,979	$24,652	$3,300
Total	$149,938	$66,911	$7,920

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Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

The Engineer agrees to provide the following services.

Task 1 – Project Administration
1) Assign Project Manager to be main point of contact for the City and be available for up to three design meetings.
2) Contract development, resource allocation and scheduling, invoicing.
3) Coordinate with private utility companies, obtain system maps (if available), and distribute plans. (Note: WPC provided As-Built plans 5/6/2025)
3a) Host an online meeting to present the assessment and recommendation to WPC. (See Task 3.4)
4) Co-lead 2 public information meetings with the City of Topeka. Prepare powerpoint presentation and one page meeting handout.

Task 2 – Topographic survey
1) Topographic survey (Kansas State Plane) of existing features along the streets at a 25' interval from back of curb to back of curb in the project area defined above. Survey information will include size and depth information of storm and sanitary assets noted above.
2) Survey of utility flags/paint as marked by third parties.
3) Boundary survey of project area noted above.

Task 3 - Condition Assessment
1) Perform site visits to evaluate and delineate pavement areas for full depth patching.
2) Evaluate curb and gutter areas for removal and replacement.
3) Evaluate storm sewer, inlets, and outfalls as defined above and provide recommendations for rehabilitation or replacement. Evaluation will be based on existing CCTV video provided by the City.
4) Inspect sanitary manhole #9383. Report inspection findings to WPC using NASSCO guidelines and the WPC Level 1 Manhole Inspection Template. The report shall include photographs, observed deficiencies, conditions ratings, and a recommendation for rehabilitation or replacement.

Task 4 - Design, Estimating, and Construction Documents
1) Develop and submit construction drawings in 60%, 90%, and 100% progress submittals.
2) Construction Documents to include:
- Title Sheet
- General Notes & Quantities
- Project Control
- Typical Sections
- Plan Sheets (showing limits of mill and overlay, patching areas, storm sewer and inlet replacement)
- Storm Sewer Rehabilitation Detail Sheets/Specifications.
- Sanitary MH rehabilitation or replacement plan, including lining techniques and material specifications.
- Sidewalk Ramp Paving Plan Details
- Erosion Control Plans
- Phasing, Traffic Control, and Detour Plans

3) Develop Construction Cost Estimates to include initial Budget Estimate, 60%, 90%, and 100% submittals.
4) Develop and submit 100% Construction Documents to include sealed drawings, project manual, electronic bid tab, and Engineer's Opinion of Construction Cost.

Task 5 - Bidding Phase Services
1) Answer contractor questions and issue addenda as necessary.
2) Review bids, develop bid tab, and provide Recommendation of Award, if appropriate.

Task 6 - Construction Administration/Project Management Services
1) Provide an engineer/EIT to review shop drawings, review pay apps, develop change orders, attend pre-construction meeting, and answer questions during construction.

Task 7- Construction Observation Services
1) Provide a full-time construction observer for Parts A-C of the project. Full-time will be considered equivalent to 40-hours per week for 18-weeks.
2) Provide daily reports, photographs, and weekly construction summaries.
3) Verify material and construction is in accordance with the City Standard Technical Specifications and the Construction Documents.
4) Coordinate with the contractor and the public on construction related issues.
5) Verify constructed quantities, provide markups, and coordinate with design staff to develop Record Drawings.

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SUPPLEMENTAL SERVICES

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

1) Geotechnical analysis, pavement cores, pavement design, reports, or studies.
2) Sidewalk design of sidewalk replacement or infill sidewalk areas beyond the intersection sidewalk ramp areas.
3) Traffic counts, analysis, or studies.
4) Lighting plans or analysis.
5) Legal descriptions or easement exhibits.
6) Structural design, including retaining walls or headwalls.
7) Construction staking services
8) Preparation and distribution of notices for public meetings.
9) Bid alternates or rebidding of project.
10) Distribution of paper copies of construction documents.
11) Renderings.
12) Any services related to change in scope or size of project, as defined above.

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Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: SBB Engineering LLC
Project Number & Name: City of Topeka Project 841098.05 - Shadywood West Neighborhood

COMPENSATION

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

A. For the Basic Services described in Attachment A, the fee will not exceed $ 224,769.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

C. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).
Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

D. The entire amount of each statement shall be due and payable upon receipt by the Owner.

E. It is understood and agreed:

1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.

2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

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Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: SBB Engineering LLC
Project Number & Name: City of Topeka Project 841098.05 - Shadywood West Neighborhood

OWNER'S RESPONSIBILITIES

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

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.

2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.

3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.

4. Issue notices to proceed to the Engineer for each phase of the design services.

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Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: SBB Engineering LLC
Project Number & Name: City of Topeka Project 841098.05 - Shadywood West Neighborhood

SUPPLEMENTAL AGREEMENTS

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

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Contract No. _____

Project Nos. 841098.05
501107.05, 291128.11

ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: SBB Engineering LLC
Project Number & Name: City of Topeka Project 841098.05 - Shadywood West Neighborhood

PROJECT SCHEDULE

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

1. Schedule: Engineer will make plan submittals to Owner based on the following schedule:

   a. Concept Drawings - Engineer will submit concept drawings within N/A calendar days after Notice to Proceed by Owner.

   b. Field Check - Engineer will submit field check drawings within 120 calendar days after Notice to Proceed by Owner.

   c. Right-of-Way Drawings - Engineer will submit right-of-way drawings within N/A calendar days after the Notice to Resume Work is given by Owner following Field Check.

   d. Office Check - Engineer will submit office check drawings and specifications within 90 calendar days after the Notice to Resume Work is given by Owner following Field Check.

   e. Bid Documents - Engineer will submit bid documents within 30 calendar days after the Notice to Resume Work is given by Owner following Office Check.

   f. As-Built Plans – Engineer will submit as-built plans within 30 calendar days after marked-up plans are returned to the Engineer, from the Owner or within 30 calendar days after all punch list items have been completed if the Engineer's firm provided construction inspection services for the project.

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Contract No.
Project Nos. 841098.05, 501107.05 & 291128.11

ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Topeka, Kansas
Engineer: SBB Engineering LLC
Project Number & Name: City of Topeka Project 841098.05 Shadywood West Neighborhood

2025 Hourly Rate Schedule

Position	Standard Bill Rate
Administrative Support	$65.00
Engineering Technician I	$90.00
Engineering Technician II	$100.00
Engineering Technician III	$110.00
Engineering Technician IV	$120.00
Registered Land Surveyor	$135.00
Design Engineer	$125.00
Project Engineer	$160.00
Project Manager	$180.00
Survey Technician	$90.00
Survey Crew	$180.00
Inspector I	$80.00
Inspector II	$95.00
Inspector III	$105.00
Inspector IV	$115.00
Per Diem (if applicable)	$65.00/day
Mileage	$0.655/mile

Capital Improvement Project Summary

Project Name:	**2025 Pavement Management Program**	**Department:**	Public Works
Project Number:	841098.00	**Division:**	Engineering
Primary Funding Source:	Fix Our Streets Sales Tax	**Contact:**	Robert Bidwell
Multiple Funds:	No	**New Project?**	No
Council District(s):	Multiple	**1st CIP Year:**	
Total Budget	$ 11,050,000	**Type:**	Program

Project Description & Justification:

Funded by the citywide 1/2 cent sales tax, this program focuses on the rehabilitation and reconstruction of existing streets. The city's road network spans 1,622 lane miles, with an estimated cost of $250,000 per lane mile for a mill and overlay.The Pavement Management program has been instrumental in improving the Pavement Condition Index of the City's streets. In 2016 that average PCI of City streets was 54, in 2019 the average PCI was 61.80 and the latest PCI results from 2022 are 67.71.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Design/Admin Fees	$ -	$ 2,050,000	$ -	$ -	$ -	$ -	$ -	$ 2,050,000
Construction/Service Fees	$ -	$ 9,000,000	$ -	$ -	$ -	$ -	$ -	$ 9,000,000
Totals	**$ -**	**$ 11,050,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 11,050,000**

Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Fix Our Streets Sales Tax	$ -	$ 11,050,000	$ -	$ -	$ -	$ -	$ -	$ 11,050,000
Totals	**$ -**	**$ 11,050,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 11,050,000**

Event # 3150-0

Name: Professional Engineering Design Services 841098.05

Reference: Shadywood West Neighborhood Project 841098.05

Description: The services include providing engineering design and construction documents for the following items of work, asphalt mill and overlay, full-depth pavement replacement, and replacement of deteriorated curb and gutter, inlet tops, sidewalks and sidewalk ramps, as warranted. There will also be City Utility Replacements as directed by the Utilities Dept.

Buyer: Michael D Burdick

Status: Pending award

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: ENGINEERING

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 02/14/2025 02:59:01 PM

Open: 02/14/2025 02:59:00 PM

Q & A Close: 03/07/2025 05:00:00 PM

Close: 03/11/2025 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 Statues 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.

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

Contractural 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
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:_____

Terms and Conditions

STANDARD TERMS AND CONDITIONS
Qualification Based Selection (RFP, RFQ, etc.)
Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

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 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.

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 RESP0NSIBILITY & 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 CANELLATION: 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

Attachment
Event 3150 Professional Engineering Design Services, Shadywood West Neighborhood Project 841098.05.p

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
925	ENGINEERING SERVICES, PROFESSIONAL

Line Details

Line 1: SHADYWOOD NEIGHBORHOOD

Description: Enter 1.00 in the unit price and quantity fields and upload your technical proposal. Pricing proposals are not being solicited at this time and will be negotiated with the selected firm. You must click "Submit" to submit your proposal.

Item: PRO ENG. SVCS 841098.05 SHADYWOOD NEIGHBORHOOD

Commodity Code: 925 ENGINEERING SERVICES, PROFESSIONAL

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2025

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	2923020105	52400	100.000%

CITY OF TOPEKA
Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603
procurement@topeka.org
Tel: 785-368-3749

PROFESSIONAL ENGINEERING SERVICES
SHADYWOOD WEST NEIGHBORHOOD
PROJECT 841098.05

Request for Proposals

I. Purpose for Request

The City of Topeka (City) is requesting proposals for professional engineering services for Project No. 841098.05, "Shadywood West Neighborhood" (the Project). The services include providing engineering design and construction documents for the following items of work: asphalt mill and overlay; full-depth pavement replacement; and replacement of deteriorated curb and gutter, inlet tops, sidewalks and sidewalk ramps, as warranted. Coordination with the City Utilities Department will be required to investigate condition of existing utility assets and determine if any utility improvements or replacements are warranted and will be added to the project.

II. Background Information

The Shadywood West Neighborhood is located north of SW 37th St. and west of SW Wanamaker Rd. and includes the following streets: SW 34th Ter., SW 36th Ct., SW 36th St., SW Alameda Dr., SW Brandywine Ct., SW Stonybrook Ct., and SW Stonybrook Dr. The project also includes SW 37th St. from SW Wanamaker Rd. west to the City Limits, and the access road adjacent to SW 37th St. on the north side. See the exhibit below for the project location and limits.

III. Scope of Services

This project will produce a set of drawings and project manual for a roadway improvement project. The project will be designed and constructed in accordance with the *City of Topeka and Shawnee County Standard Technical Specifications*. Basic Services provided may include, but are not limited to the following:

1. Meet with City staff at critical stages throughout design.
2. Perform field and topographic surveys.
3. Design roadway improvements including asphalt mill and overlay, full-depth pavement, curb and gutter, inlet tops, sidewalks, sidewalk ramps, pavement markings, signing, etc. as warranted.
4. Coordinate with the City Utilities Department to investigate existing utility condition and determine any needed improvements.

5. Work with the City's right-of-way agent to prepare legal descriptions and obtain needed right-of-way and/or temporary easements.
6. Develop and submit conceptual drawings (30% complete) with an estimate of probable construction costs (EPCC).
7. Develop and submit field-check drawings (60% complete) and an updated EPCC.
8. Facilitate two (2) public meetings: the first to be held after field check drawings are complete to introduce residents to the project and gather input/ the second to be held after the bid letting and prior to beginning construction.
9. Develop and submit office-check drawings and project manual (90% complete) and an updated EPCC.
10. Develop and submit final drawings, project manual, invitation to bid, bid form, and a final EPCC for the purpose of bidding the project.
11. Respond to questions from prospective bidders as necessary.
12. Prepare addenda as necessary.
13. Prepare a tabulation of bids and make a recommendation of award for construction.

IV. Deliverables

Final project drawings, project manual with technical specifications, and cost estimates will be completed by the end of 2025. Construction is anticipated to begin in spring 2026. The Engineering Division will administer the Project for the City.

V. City Resources to Be Provided

All information that the City has relating to the project will be made available to the selected firm.

VI. Proposal Format

All information submitted becomes the property of the City of Topeka. Proposals received after the time indicated in this request will not be considered. Proposals are to be limited to a total of 10 (ten) pages (not counting front and back cover, cover letter, table of contents, and section dividers) using margins not smaller than 0.75" and font size not smaller than 10. The proposal should include the following:

1. Project understanding
2. Project approach
3. Company background
4. Similar experience
5. Project team
6. Proposed design schedule
7. Exhibit (limit 1 page; 8"x11.5" or 11"x17"; e.g. preliminary alignment for the Project, plan-profile sheet from a previous project, public relations flier from previous project)

VII. Selection Process

The City will review all submittals and select the Firm that is deemed most qualified to begin the negotiation process for the scope of services and schedule of fees. If the City and the selected Firm cannot agree on scope and/or a schedule of fees, the City may terminate negotiations and proceed with selecting another Firm. Proposal evaluation scoring will be based primarily on the following considerations:

1. 20% Project Understanding
2. 20% Project Approach
3. 15% Company Background
4. 15% Similar Experience
5. 15% Project Team
6. 15% Proposed Design Schedule

VIII. Project Location

SBB ENGINEERING

PROPOSAL FOR

ENGINEERING SERVICES

Shadywood West Neighborhood

841098.05

SBB ENGINEERING

March 11, 2025

Purchasing
215 SE 7th St.
Topeka, KS 66603

RE: SBB Engineering Response to RFP for Professional Engineering Services Shadywood West Neighborhood Project (T-841098.05), Event No. 3150

Dear Selection Committee:

SBB has played a part in many of the neighborhood improvement and pavement rehabilitation projects and understands the positive impact these improvements can have in a neighborhood. SBB understands that the Shadywood West subdivision is one of eight potential neighborhoods selected for rehabilitation and is funded through the ½ cent citywide sales tax.

SBB Engineering brings many advantages to the City on the Shadywood West Neighborhood Improvement Project including:

- Capability of providing in-house drone photogrammetry and topographic survey which helps keep costs down and eliminates project risk.
- SBB has knowledge of both public and private utilities in the area.
- SBB understands the importance of communication with the public and has ample experience conducting public information meetings.

Our approach, as outlined in this proposal, has been successfully used on our past neighborhood rehabilitation and reconstruction projects. The City needs a solution provider that has a demonstrated track record of public engagement, utility assessment and coordination, design expertise, and community collaboration. Our experience on similar neighborhood improvement projects such as North Topeka West, Quinton Heights, Tennessee Town, East Topeka North, and Hi-Crest show we have the experience and knowledge to deliver a superior project for the City and keep the positive momentum throughout the city moving forward.

Sincerely,

Brian T. Austin

Brian T. Austin, PE
Project Manager
brian.austin@sbbeng.com
785-633-8934 (m)

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PROJECT **UNDERSTANDING**

The Shadywood West Project is a part of the Pavement Management Rehabilitation and Reconstruction Program funded through the ½ cent citywide sales tax. Shadywood West subdivision is one of eight potential neighborhoods selected for rehabilitation based on pavement condition indexes developed using the city's Predictor software analysis. The City has an approved Capital Improvement Project Budget of $8,800,000 in 2026, 2027, and 2028 for construction of these pavement rehabilitation and reconstruction projects.

PROJECT SCOPE

SBB Engineering understands that the base scope of services includes:

1. Meet with City staff at critical stages throughout design.
2. Perform field and topographic surveys.
3. Design roadway improvements including asphalt mill and overlay, full-depth pavement, curb and gutter, inlet tops, sidewalks, sidewalk ramps, pavement markings, signing, etc. as warranted.
4. Coordinate with the City Utilities Department to investigate existing utility condition and determine any needed improvements.
5. Work with the City's right-of-way agent to prepare legal descriptions and obtain needed right-of-way and/or temporary easements.
6. Develop and submit conceptual drawings (30% complete) with an estimate of probable construction costs (EPCC).
7. Develop and submit field-check drawings (60% complete) and an updated EPCC.
8. Facilitate two (2) public meetings: the first to be held after field check drawings are complete to introduce residents to the project and gather input/ the second to be held after the bid letting and prior to beginning construction.
9. Develop and submit office-check drawings and project manual (90% complete) and an updated EPCC.
10. Develop and submit final drawings, project manual, invitation to bid, bid form, and a final EPCC for the purpose of bidding the project.
11. Perform bidding phase services, such as, responding to contractor questions, preparing addenda, compiling a bid tabulation, and making a recommendation of award for construction.

Sidewalk ramp replacement will be a discussion point in the project public information meetings.

SBB's approach to the project will focus on the following:

1. **Coordinate with City of Topeka Utilities Department** – Our first priority will be to coordinate with the City of Topeka Utilities Department to determine if they have asset rehabilitation or replacement needs within the project limits. This subdivision was constructed in the mid-1980's and while the infrastructure is approximately 40 years old and relatively newer compared to other parts of the city, it is still understood that the City is experiencing water main breaks in the neighborhood and replacement of some mains may be warranted. It is also understood that the underground storm sewer is a mixture of RCP and CMP. Coordination with the City storm water engineer on the assessment of the CMP is especially critical to ensure new pavement isn't put over old CMP. In our experience in working with other clients that have had CMP installed in the area in the 1980's, the CMP is rusted out on the bottom and is no longer viable. Coordination with City water, storm sewer, and sanitary engineers is critical at the start of the project as the inclusion of utility scope will challenge the project schedule.

Recent water main breaks, such as this one on SW Stoneybrook, require thoughtful consideration of water main replacement in the neighborhood.

2. **Develop a property owner database** – A newer approach we'd like to implement on this project is to develop a database of the property owners adjacent to the project area. Prior to beginning our topographic survey, we will mail an informational letter about the project. This letter will provide a brief summary of the project, including scope, schedule, and project contacts so residents will have an understanding of what to expect when they first start seeing our survey crews on their streets. This database will also be used and expanded prior to our two public informational meetings that will be included in the scope of the project.

3. **Identify and locate private utilities** – In conjunction with our topographic survey, SBB will identify and locate private utilities marked by Kansas One-Call in the neighborhood. SBB will call in locates for the private utilities so they can be located with the topographic survey and be distributed to private utility companies for verification.

4. **Perform drone photogrammetry and topographic survey** – In the past, some of these neighborhood rehabilitation projects, and even some arterial street projects, have been designed with aerial photography only. SBB Engineering often times performs construction staking on these projects, and if design elevations aren't shown in plans, SBB Engineering reflects that effort to determine existing grade in our staking price to contractors. We did this on SE Deer Creek Parkway, SW Topeka Blvd., Shadywood South subdivision, and others. This information is critical as curb replacement, especially adjacent to full

Communicating project details to affected property owners prior to design will streamline the public information process.

depth patching areas, needs to be designed with curb and pavement elevations so the contractors has a grade to reconstruct to. Performing the topographic survey on the front end lowers the cost of construction, provides less risk to contractors and the city, and results in a better product. This is especially important in Shadywood West subdivision where it is evident that many curbs have settled and are holding water. It is critical that accurate elevation data is obtained so these curb replacements aren't just put back at their existing grades. We will supplement our topographic survey with high-definition drone photography to assist with pavement evaluation and enhance our construction drawings.

SBB will acquire high-definition low altitude drone photography with photogrammetry to supplement our topographic survey.

5. **Perform pavement, curb, sidewalk, and inlet condition assessment** – It is understood that all streets within the neighborhood will have a 2" mill and asphalt overlay. However, there are a number of areas that will require full depth pavement patching, curb replacement, and sidewalk ramp reconstruction. Many of the sidewalk ramps in the neighborhood are brick and do not have ADA detection panels. While the sidewalk ramps are an attractive brick that are in good condition, they do not meet current design and accessibility standards. There will be a need to address this issue in the first public information meeting for the project so residents have time to understand the changes that may take place with the project. It is also understood that curb inlet tops may need to be replaced with the project. However, in our preliminary evaluation of the neighborhood, it is known that a majority of the inlets are in good condition and we expect inlet or inlet top replacement to be minimal.

Topographic survey is essential to ensure proper curb and pavement reconstruction.

6. **Develop construction phasing plan and communicate with adjacent property owners** – The scale of the project requires an in-depth look at construction phasing and sequencing to mitigate the impact to residents within the neighborhood during construction. Accurate and timely communication will also be required as well as frequent coordination between the design team, construction inspectors, the contractor, and the City. SBB's approach will be to provide presentations that outline the goals, scope, construction limits, and schedule of the project and lead the communication and coordination effort during construction with progress updates to residents as needed. Communication will also be needed to an expanded audience for the rehabilitation work on SW 37th St. SW 37th St. is a 2-lane minor arterial that impacts a large number of drivers in the southwest part of the City. It is critical that the traffic impacts and detour plans are property communicated at public information meetings and media releases for the project.

COMPANY

BACKGROUND

SBB Engineering is a multidisciplinary firm specializing in civil engineering, transportation engineering, land surveying, and land planning.

With a dedicated team of 18 skilled employees, our main office is centrally located in downtown Topeka, KS, and we also operate a satellite office on Clinton Parkway in Lawrence, KS. We work alongside private developers, business owners, and municipal clients to bring their projects to life, ensuring each solution is backed by expertise and professionalism. SBB holds Professional Engineering Registrations in Kansas, Missouri, Nebraska, Oklahoma, Texas, Arizona, and California, and we provide land surveying services in both Kansas and Missouri.

EAST TOPEKA NORTH NEIGHBORHOOD IMPROVEMENT PROJECT – TOPEKA, KS

PROJECT HIGHLIGHTS

- Project website with email updates
- Completed ahead of schedule and below bid construction contract amount
- Comprehensive public involvement campaign which concluded with ribbon cutting celebration

PROJECT NUMBERS

Year Built — 2023
Construction Cost — $1,999,000

PROJECT CONTACT

Mark Schreiner, PE
City Engineer, City of Topeka
785-368-3824

The East Topeka North Neighborhood Improvement Project enhanced infrastructure with sidewalks, curb and gutter replacement, milling, overlay, and street reconstruction near Scott Magnet Elementary. Funded by the City of Topeka and ARPA, it finished on time, within budget, and was celebrated with a ribbon-cutting event.

HI-CREST NEIGHBORHOOD IMPROVEMENT PROJECT – TOPEKA, KS

PROJECT HIGHLIGHTS

- Pavement Rehabilitation and Reconstruction
- 8" Water Main Replacement
- Storm Sewer and inlet Replacement
- Coordination of DREAMS Project on SE 31st
- Reinvestment in At-Risk Neighborhood

PROJECT NUMBERS

Year Built — 2024-2025
Construction Cost — $5,363,600

PROJECT CONTACT

Joseph Harrington, PE
City of Topeka – Engineering
785-368-3842

SBB Engineering provided design and construction services for the Hi-Crest Project, including surveying, pavement and sidewalk evaluation, and utility replacements. The project reconstructed SE 31st St. from SE Irvingham to SE Adams and coordinated with the City of Topeka on a DREAMS application for sidewalk additions. SBB also led public meetings through the Hi-Crest Neighborhood Improvement Association.

QUINTON HEIGHTS SORT PROJECT – RECONSTRUCTION OF SW 24TH & CENTRAL PARK ST.

PROJECT HIGHLIGHTS

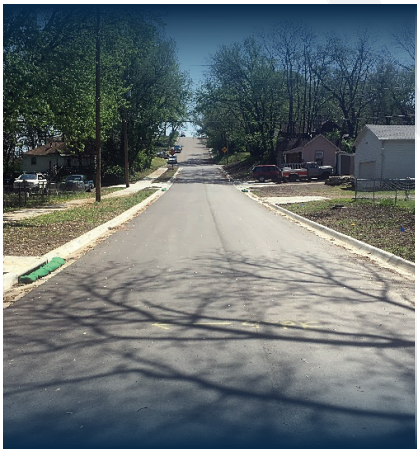
- ASCE QL-A – Utility Identification
- Traffic Calming crosswalk and Trail Connection
- New basketball court and park improvements
- Public Engagement and Planning
- Design completed 1-year ahead of schedule

PROJECT NUMBERS

Year Built — 2019-2020
Construction Cost — $1,270,000

PROJECT CONTACT

Mark Schreiner, PE
City Engineer, City of Topeka
785-368-3824



SBB's Quinton Heights SORT Project, shaped by public input and neighborhood planning, reconstructed 24th St. and Central Park St. in central Topeka. It included storm sewer upgrades, water line replacement, new and infill sidewalks, and a traffic-calming median with a crosswalk at 24th & Buchanan, connecting the neighborhood to Shunga Glen Park.

TENNESSEE TOWN SORT PROJECT – 11TH, MUNSON, LINCOLN, & BUCHANAN STREETS

PROJECT HIGHLIGHTS

- Infill Sidewalk and Pedestrian Improvements
- Brick Sidewalk and Street Historic Preservation
- Alley and Alley Approach Reconstruction
- Public Engagement and Planning Process

PROJECT NUMBERS

Year Built – 2019
Construction Cost – $1,230,000

PROJECT CONTACT

Mark Schreiner, PE
City Engineer, City of Topeka
785-368-3824

The Tennessee Town Neighborhood Improvement Project was a City of Topeka SORT Project initiated to increase the quality of life through public infrastructure improvements in the neighborhood. The project included both street and infill sidewalk improvements as well as preservation of historic brick streets and sidewalks. SBB performed the topographic survey, street maintenance design, infill sidewalk connections, storm sewer & replacement, and waterline design.

NW TYLER ST. (NW PARAMORE TO NW LYMAN RD.) – TOPEKA, KS

PROJECT HIGHLIGHTS

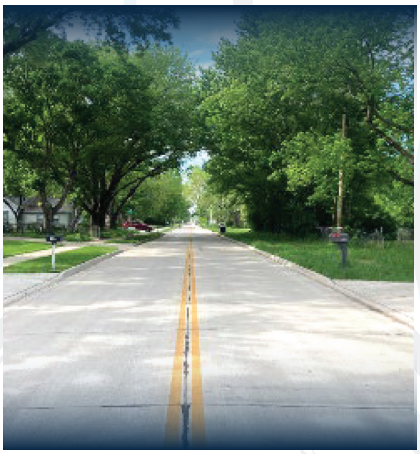
- Implementation of North Topeka West Neighborhood Plan
- Concrete pavement construction
- KDOT grant awarded for 10' Shared Use Path

PROJECT NUMBERS

Year Built – 2022 (ph. 1), 2023 (ph. 2)
Construction Cost – $2,440,000 (ph. 1), $1,610,708 (ph. 2)

PROJECT CONTACT

Robert Bidwell, PE
City of Topeka
785-368-3824



The NW Tyler St. Reconstruction Project, driven by the North Topeka West Neighborhood Plan, rebuilt NW Tyler from NW Paramore to NW Lyman. SBB explored design options, led public meetings, and created a project website for updates. Phase 1, completed in 2023, included a KDOT-funded 10-foot concrete shared-use path.

NW 46TH ST. (NW FIELDING RD. TO NW ROCHESTER RD.) – SHAWNEE COUNTY, KS

PROJECT HIGHLIGHTS

- Improved geometric for increased safety
- Vehicular bridge modifications and new pedestrian bridge
- New roundabout at NW Green Hills Rd./Pl.
- New sidewalk and shared use path

PROJECT NUMBERS

Year Built – 2025-2026
Construction Cost – $10,215,000

PROJECT CONTACT

Jeff Hunt, PE
Shawnee County Public Works
785-251-6101

SBB Engineering designed the NW 46th Street improvements, including a roundabout at NW Green Hills Rd., road widening, and pedestrian upgrades. SBB partnered with Finney & Turnipseed on bridge modifications and coordinated utility relocations along the two-mile project.

Brian Austin, PE – *Project Manager*

Brian, the Project Manager and main City contact, brings over 22 years of experience in leading and designing street projects in Topeka. He will oversee the project, including design, utility coordination, and public engagement. A Shawnee County resident, he lives in southeast Topeka.

TECHNICAL SPECIALTIES

- Project Planning
- Traffic Engineering
- Transportation Engineering
- Geometric Design
- Stormwater Management
- Utility Coordination

PROJECT EXPERIENCE

- SW 29th & McClure
- Downtown Plaza
- SW 24th/Central Park
- Tennessee Town SORT Project
- SW Gage Blvd. Maintenance
- S. Kansas Ave.

Jeff Laubach, PE – *Quality Control/Utility Design*

Jeff will oversee Quality Control and lead any necessary utility design for the project. With 21 years of civil design experience, he has worked on public and private developments, including water and sanitary systems, roadway design, and stormwater management.

TECHNICAL SPECIALTIES

- Project Planning
- Site Design
- Transportation Engineering
- Utility Coordination
- Stormwater Management
- Utility Design

PROJECT EXPERIENCE

- SW 29th & McClure
- 6th & Wisconsin Intersection
- NW Tyler Street
- NW 46th Street
- Sterling Chase Subdivision
- Sherwood Village Subdivision

Courtney Liberato – *Administration & Public Information*

With over 10 years of experience supporting senior executives in both the private and public sectors, Courtney will assist with project administration, updates, public involvement, and meeting facilitation. She is a Shawnee County resident living in southwest Topeka.

TECHNICAL SPECIALTIES

- AP/AR Processing
- Public Engagement
- Contract Management
- Meeting Facilitation
- Communication
- Minute Recording

PROJECT EXPERIENCE

- NW Tyler Street
- NW Tyler SUP
- SE Golden Ave.
- NW 46th St.
- East Topeka North
- NW Jackson WL Project

Patrick LaFontaine, PLS – *Survey Manager*

Patrick, with over 20 years of surveying experience, will lead surveying services. He oversees crew assignments, scheduling, and quality reviews. A Shawnee County resident, he lives in southwest Topeka.

TECHNICAL SPECIALTIES

- ALTA surveys
- Topographic survey
- Property boundary identification
- Legal descriptions
- Survey crew management
- Survey law

PROJECT EXPERIENCE

- W 29th & McClure
- SW Gage Blvd.
- Downtown Plaza
- SW 24th/Central Pk.
- SW Gary Ormsby Dr.
- SE Croco Rd.

Rick Schmidt, PLS - *Lead Surveyor*

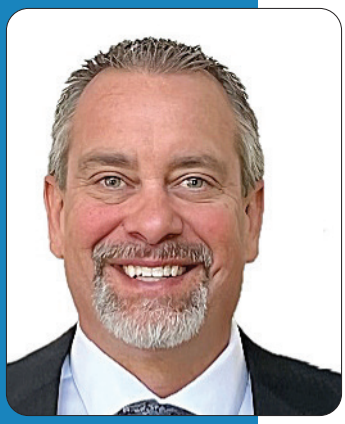
Rick is a founding member of SBB Engineering and has over 41 years of experience in land surveying, construction staking, and transportation engineering. A Shawnee County resident, Rick lives in northeast Topeka.

TECHNICAL SPECIALTIES

- ALTA Surveys
- Topographic Survey
- Property Boundary Identification
- Legal Descriptions
- Survey Crew Mgmt.
- Survey Law

PROJECT EXPERIENCE

- SW 29th & McClure
- Downtown Plaza
- SW 24th/Central Park
- Tennessee Town SORT
- SW Gage Blvd. Maintenance
- S. Kansas Ave.



Michael Burr – *Construction Inspector*

Mike brings over 17 years of experience in the construction inspection industry and possesses a deep understanding of Technical Specifications and their practical application to roadway projects. Known for his problem-solving abilities, Mike works closely with project owners, design teams, and construction contractors to ensure projects run smoothly while maintaining the integrity and quality of the final construction. A resident of Shawnee County, Mike lives in the southwest area of Topeka.

TECHNICAL SPECIALTIES

- Technical Specifications
- Project Documentation
- Utility Coordination
- Construction Inspection
- Municipality Coordination
- Constructibility Reviews

PROJECT EXPERIENCE

- SW 29th & McClure
- Downtown Plaza
- SW 24th/Central Park
- Tennessee Town SORT Project
- SW Gage Blvd. Maintenance
- S. Kansas Ave.

Laurel Brenn-O'Connor – *Engineering Technician*

With over 17 years of experience in designing street and highway projects across Northeast and Central Kansas, Laurel will be developing the street and storm layout in AutoCAD and preparing construction documents. She is a resident of Shawnee County and lives in the northeast area of Topeka.

TECHNICAL SPECIALTIES

- CAD design
- Estimate exhibits
- Civil 3D/BIM modeling
- Permitting
- Plan production
- Traffic control

PROJECT EXPERIENCE

- SW 29th & McClure
- Downtown Plaza
- SW 24th/Central Park
- Tennessee Town SORT Project
- SW Gage Blvd.
- Safe Routes to School

Joseph Mauk – *Engineering Technician*

With 20 years of experience in land surveying and civil engineering, Joe has worked on both municipal street reconstruction and site development projects. A Shawnee County resident, Joe lives in northwest Topeka.

TECHNICAL SPECIALTIES

- Survey processing
- CAD detailing
- Boundary identification
- Easement exhibits
- Property research
- Construction documents

PROJECT EXPERIENCE

- SW 29th & McClure
- Downtown Plaza
- SW 24th/Central Park
- Tennessee Town SORT Project
- SW Gary Ormsby Dr.
- SE Croco Rd.

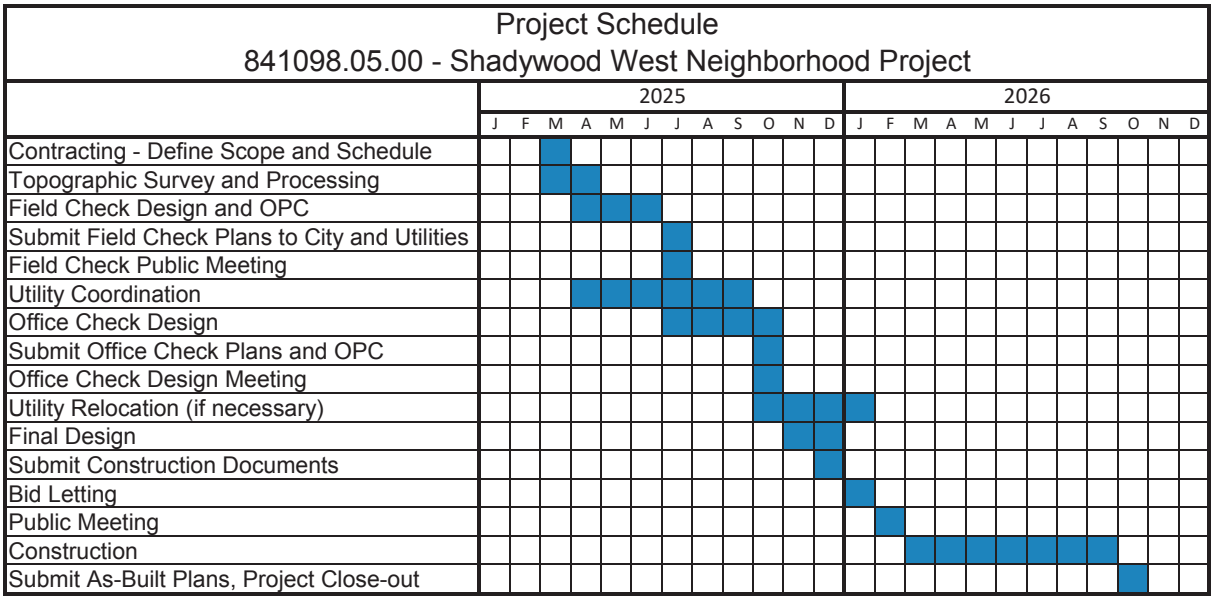
PROJECT SCHEDULE

As mentioned in the Project Approach section, our focus will be coordinating with City of Topeka Utilities for possible rehabilitation or replacement of underground infrastructure. Assessing the underground utilities, developing a budget, identifying funding, and setting up a utility project in advance of the road reconstruction will challenge the pavement rehabilitation project and it is essential that this step occurs immediately upon notice of award for the project. It is understood that water main breaks are present in the neighborhood and that corrugated metal pipe 40+ years old is present in the neighborhood and needs to evaluated.

As we initiate survey in March of 2025, we will also coordinate with private utilities that may need to be relocated. While it is anticipated that the private relocation work will be minimal, it is still important that private utilities are surveyed and coordinated with for potholes if necessary.

Our aerial photography and photogrammetry will allow us to begin laying out Field Check plans as soon as a contract is finalized, allowing us to get a head start on design and communicate potential conflicts to utilities. It will also allow us to estimate project quantities and a budget for the project.

The timeline of the major design and construction phases is shown below.



SBB ENGINEERING

TOPEKA
101 S Kansas Ave.
Topeka, KS 66603
p: (785) 215-8630
f: (785) 215-8634

LAWRENCE
3705 Clinton Pkwy.
Ste. 202
Lawrence, KS 66047
p: (785) 260-2805

Transportation Engineering | Site Development | Surveying | Water & Utility Engineering

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Rhiannon Friedman, Planning and Development Director**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**BDC-30th and Topeka, LLC Tax Increment Finance District**	**PROJECT #:**
CATEGORY/SUBCATEGORY		
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC HEARING to consider the establishment of the 30th and Topeka Boulevard Tax Increment Finance (TIF) Redevelopment District for property located at 2950 SW Topeka Boulevard, Topeka, Kansas.

ORDINANCE introduced by City Manager Dr. Robert M. Perez, establishing a Tax Increment Finance Redevelopment District within the City (30th and Topeka Boulevard) pursuant to K.S.A. 12-1770 et seq.

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

(The general nature of the proposed TIF Project is to promote the redevelopment and revitalization of a commercial development of approximately 2.66 acres)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Conduct a public hearing and adopt the ordinance pursuant to K.S.A. 12-1770 et seq. to establish the 30th and Topeka Boulevard TIF District.

STAFF RECOMMENDATION:

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

BACKGROUND:

The general nature of the proposed TIF Project is to promote the redevelopment and revitalization of a commercial development of approximately 2.66 acres located at the Northeast corner of Topeka Boulevard and 30th Street. The project application contemplates the demolition of the existing structures and construction of new retail spaces.

BUDGETARY IMPACT:

Not applicable.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Public Hearing Notice (Resolution 9677 approved June 10, 2025)
Proposed Ordinance (Establishing TIF District - 30th & Topeka Blvd.)
TIF District Application - BDC 30th & Topeka LLC
Presentation - BDC-30th & Topeka LLC - TIF District
Planning Commission Minutes - June 16, 2025 (Considering TIF District)
COT TIF Policy (Resolution No. 9626)

(Published in the Topeka Metro Newspaper July 7, 2025)

RESOLUTION NO. 9677

A RESOLUTION introduced by City Manager Dr. Robert M. Perez, providing notice of a public hearing concerning the establishment of a Tax Increment Financing (TIF) Redevelopment District within the City (30th & Topeka Boulevard) pursuant to K.S.A. 12-1770 *et seq.*, as amended.

WHEREAS, pursuant to K.S.A. 12-1770 et seq., as amended (the "Act"), the City of Topeka, Kansas (the "City"), is authorized to assist in the development and redevelopment of eligible areas within the City in order to promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities; and

WHEREAS, the City hereby finds and determines it desirable to encourage the development and redevelopment of certain real property within the City generally located at the northeast quadrant of 30th Street and Topeka Boulevard and to consider the establishment of a redevelopment district at such location (the "Redevelopment District"); and

WHEREAS, the City finds that area in the proposed district is an eligible area under K.S.A. 12-1770a(g) as the building is more than 65 years of age; and

WHEREAS, PURSUANT TO THE ACT, the City must adopt a resolution stating that the City is considering the establishment of the Redevelopment District and include in such resolution notice that a public hearing will be held to consider the establishment of said Redevelopment District.

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

1. Notice is hereby given that a public hearing to consider the establishment by the City of the Redevelopment District shall be held in the Council Chambers, 214 SE 8th

Street in Topeka, Kansas, on July 15, 2025, at 6:00 p.m.(or as soon thereafter as is practical).

2. The proposed boundaries of the Redevelopment District are set forth in **Exhibit A** attached hereto and incorporated herein by reference.

3. A description of the proposed district plan for the Redevelopment District which identifies all of the project areas and the general manner of all buildings, facilities and improvements in each project area that are proposed to be constructed or improved in each project area are attached hereto as **Exhibit B** and incorporated herein by reference.

4. A description and map of the proposed Redevelopment District are available for public inspection during regular office hours in the Office of the City Clerk, at Topeka City Hall, 215 SE 7th Street, Room 166, Topeka, Kansas.

5. At the public hearing, the Governing Body of the City will consider findings necessary for the establishment of the proposed Redevelopment District.

6. A copy of this Resolution shall be sent by certified mail, return receipt requested, to the Board of Commissioners of Shawnee County, Kansas and the Topeka Public Schools Unified School District No. 501, Shawnee County, Kansas. Copies of this Resolution also shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the District not more than 10 days following the date of adoption of this Resolution. This Resolution and **Exhibits A** and **B** attached to this Resolution and a map delineating the area to be included in the Redevelopment District attached hereto as **Exhibit C** shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

[Remainder of Page Intentionally Left Blank]

ADOPTED and APPROVED by the Governing Body on June 10, 2025.

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger

Brenda Younger, City Clerk

EXHIBIT A

PROPOSED BOUNDARIES

LOT 1, MEADOW ACRES COURT SUBDIVISION

EXHIBIT B

PROPOSED DISTRICT PLAN

Commercial development of approximately 2.66 acres located at the NEQ of Topeka Boulevard and 30th Street.

EXHIBIT C

PROPOSED DISTRICT MAP

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, establishing a Tax Increment Finance Redevelopment District within the City (30th and Topeka Boulevard) pursuant to K.S.A. 12-1770 *et seq*.

WHEREAS, pursuant to K.S.A. 12-1771, the governing body held a public hearing on July 15, 2025, in City Council Chambers, 214 SE 8th Street, at 6:00 p.m. to consider the advisability of establishing a redevelopment district at the northeast quadrant of 30th Street and S. Topeka Boulevard; and

WHEREAS, notice of the public hearing was provided by Resolution No. 9677, as required by K.S.A. 12-1771(a) and K.S.A. 12-1772(c).

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

Section 1. The legal description of the 30th and Topeka Boulevard Redevelopment District (District) is identified on Exhibit A which is attached herein and incorporated by reference.

Section 2. The District is an "eligible area" as defined at K.S.A. 12-1770a by virtue of the area being a 'blighted area' as defined at K.S.A. 12-1770a(c).

Section 3. The redevelopment of the area within the District is necessary to promote the general and economic welfare of the City. Accordingly, the District is established and its boundaries identified in Exhibit A.

Section 4. The District Plan, attached herein as Exhibit B and incorporated by reference, is approved.

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

Section 6. The City Clerk is directed to provide a certified copy of the Ordinance to the County Clerk and to the Unified School District 501 (Topeka Public Schools).

PASSED and APPROVED by the Governing Body _____.

CITY OF TOPEKA, KANSAS

_____
Michael A. Padilla, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

EXHIBIT A

PROPOSED BOUNDARIES

LOT 1, MEADOW ACRES COURT SUBDIVISION

EXHIBIT B

DISTRICT PLAN

Commercial development of approximately 2.66 acres located at the NEQ of Topeka Boulevard and 30th Street.

'24 DEC 3 AM8:48
REC'D TOPEKA CITY CLERK

CITY OF TOPEKA
APPLICATION FOR TAX INCREMENG FINANCING (TIF) DISTRICT

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

Overview of Application Procedures

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

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

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

Application Fee: $5,000

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

Date of Application: 12/3/2024

1. Applicant Information

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

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

Contact Person (if an entity): Matthew McNary

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

Project Name: BDC - 30th & Topeka

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

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

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

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

Address: 101 S Kansas Ave, Topeka, KS 66603

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

2. Applicant's Business Information

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

Additional Business Information:

a. Corporation Partnership Sole Proprietorship (Other)

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

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

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

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

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

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

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

Yes (No)

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

_____

_____

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

Yes (No)

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

_____

_____

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

Yes (No)

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

_____

_____

_____

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

3. General TIF Project Information

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

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

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

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

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

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

f. Does Applicant own all the Property in the District? Yes (No)

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

g. Are all areas within the proposed District platted? Yes (No)

If yes, provide the County parcel ID numbers: 1341802003005000

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

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

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

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

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

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

j. Is the property currently zoned for the proposed use? (Yes) No

If not, what zoning changes would be required?

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

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

4. Financing

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

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

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

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

(i) Property Tax (Pay-as-you-go) (Yes) No

(ii) Sales Tax (Pay-as-you-go) (Yes) No

(iii) Special Obligation Bonds: Yes (No)

5. Financing/Bonds:

a. Do you request the City issue special obligation bonds? Yes (No)

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

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

c. Estimated dates to commence and complete construction: _____

Commencement in Q2 of 2025, completion as listed below.

d. Will there be a phasing plan? If so, describe the phasing plan including the proposed improvements, their estimated cost, and date construction of each will be commenced and complete: One TIF Plan encompassing the entire TIF District will be requested and activated at start of 2026 in accordance with the following schedule of completion of the TIF Plan: QSR 1 - 3/31/26; QSR 2 - 12/31/26; Retail - 12/31/26

6. Additional Information:

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

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

1.	General description of the proposed project	☒
2.	Estimated cost of the project	☒
3.	Proposed method of financing the project	☒
4.	Proposed amount and method of assessment	☒
5.	Map of the proposed district; and	☒
6.	Legal description of the boundaries of the proposed district	☒

APPENDIX to TIF APPLICATION

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

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

Certification of Applicant

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

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

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

BDC - 30th & Topeka, LLC

(Name of Business)

a limited liability company (Business Structure) authorized to do business in Kansas

By: _____

Signature of Authorized Agent for Entity

Title: Manager

Date: 12/3/24

(Add in a Notary Acknowledgement Page)

AFFIDAVIT

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

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

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

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

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

SUBSCRIBED AND SWORN before the undersigned on this 3rd day of December, 2024.

Notary Public

My Appointment Expires: 10-30-2028

STATE OF KANSAS NOTARY PUBLIC
LINDA S SMITH
My Appointment Expires
10-30-2028

EVIDENCE OF SITE CONTROL

PURCHASE AGREEMENT

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Agreement") dated this 18th day of October, 2024 (the "Effective Date"), by and between Topeka Management, Inc., a Kansas corporation (the "Seller") and BDC - 30th & Topeka, LLC, a Kansas limited liability company (the "Purchaser").

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

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

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

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

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

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

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

C. During the Due Diligence Period Purchaser shall be entitled to obtain boring, percolation, and other soil tests determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are not contaminated, and that the Property is satisfactory, in Purchaser's sole judgment. Seller hereby grants to Purchaser, its agents and contractors, the right to enter upon the Property for such testing.

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

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

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

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

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

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

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

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

If to Seller: [redacted]

If to Purchaser: [redacted]

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

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

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

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

a. Authority and Binding Agreement. Seller has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

b. Operation of the Property. From the date hereof until the Closing Date, Seller covenants to: (i) maintain and operate the Property in the same manner as Seller has heretofore done; and (ii) and not, without the prior written consent of Purchaser, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property.

c. No Litigation; No Notice of Violation. There is no litigation or proceeding pending or threatened against or relating to any portion of the Property. Seller has not received any notice of violation of any law, rule or ordinance concerning any portion of the Property or the business being operated thereon.

d. Hazardous Wastes. (i) the Property is not in violation nor has it been during Seller's ownership or is it currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to environmental conditions in, at, on or under or about the Property (collectively, "Environmental Laws"); (ii) no portion of the Property is contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety; (iii) Seller has not used, generated, manufactured, stored or disposed in, at, on or under the Property any Hazardous Substance (defined below); and (iv) there is not now in, on or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. For purpose of this Agreement, the term "Hazardous Substance" shall be deemed to include any wastes, materials, substances, pollutants and other matters regulated by Environmental Laws.

e. No Undisclosed Liens or Assessments; All Assessments Paid. There are no: (i) assessments (special, general or otherwise) or benefits of any nature affecting the Property, or any portion thereof; and (ii) except as disclosed by the Title Commitment, there are no unrecorded liens or encumbrances. All obligations applicable to the Property under any declaration, easement agreement, restriction agreement or similar agreement of record are paid current.

f. Bills Paid. All bills and other payments due with respect to the ownership, operation, construction and maintenance of the Property are paid in the ordinary course of the operation of the Property.

g. Rights of First Refusal or Rights of First Offer. No party has a first of first refusal or right of first offer to purchase the Property.

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

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

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

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

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

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

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

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

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

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

PURCHASER:

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

[redacted]

SELLER:

Topeka Management, Inc., a
Kansas corporation

[redacted]

FINANCIAL ANALYSIS

CATEGORY	TOTAL COST	TIF REIMBURSABLE TO MASTER DEVELOPER	PRIVATE COSTS
LAND ACQUISITION:	$ 1,300,000	$ 931,533	$ 368,467
DEMO/SITE WORK/INFRASTRUCTURE	$ 3,915,003	$ 989,518	$ 2,157,244
Master Development	$ 1,458,120	$ 958,120	$ 500,000
Quick-Service-Restaurant 1	$ 1,121,086	$ -	$ 1,121,086
Quick-Service-Restaurant 2	$ 799,639	$ 31,398	$ -
Retail	$ 536,158	$ -	$ 536,158
BUILDING 1 (QSR 1) SHELL CONSTRUCTION:	$ 1,333,304	$ -	$ 1,333,304
BUILDING 2 (QSR 2) SHELL CONSTRUCTION:	$ 880,087	$ -	$ 880,087
BUILDING 3 (AUTO PARTS STORE/SERVICE) SHELL CONSTRUCTION:	$ 1,409,552	$ -	$ 1,409,552
FF&E AND INTERIOR CONSTRUCTION (ALL BUILDINGS):	$ 3,150,000	$ -	$ 3,150,000
Quick-Service-Restaurant 1	$ 1,250,000		$ 1,250,000
Quick-Service-Restaurant 2	$ 900,000		$ 900,000
Retail	$ 1,000,000		$ 1,000,000
DESIGN COSTS (architectural and engineering) (total project):	$ 810,000	$ -	$ 810,000
Master Development	$ 202,500		
Quick-Service-Restaurant 1	$ 202,500		$ 202,500
Quick-Service-Restaurant 2	$ 202,500		$ 202,500
Retail	$ 202,500		$ 202,500
SOFT COSTS (legal/commissions/etc.) (total project):	$ 332,500	$ -	$ 332,500
Master Development	$ 310,000		$ 310,000
Quick-Service-Restaurant 1	$ 7,500		$ 7,500
Quick-Service-Restaurant 2	$ 7,500		$ 7,500
Retail	$ 7,500		$ 7,500
OTHER (landscaping/contingency/financing costs/etc.) (total project):	$ 1,607,491	$ -	$ 1,607,491
Master Development	$ 288,500		$ 288,500
Quick-Service-Restaurant 1	$ 540,719		$ 540,719
Quick-Service-Restaurant 2	$ 348,986		$ 348,986
Retail	$ 429,286		$ 429,286
TOTAL PROJECT COSTS (ALL BUILDINGS)	$ 14,737,937	$ 1,921,051	$ 12,048,645

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

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

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

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

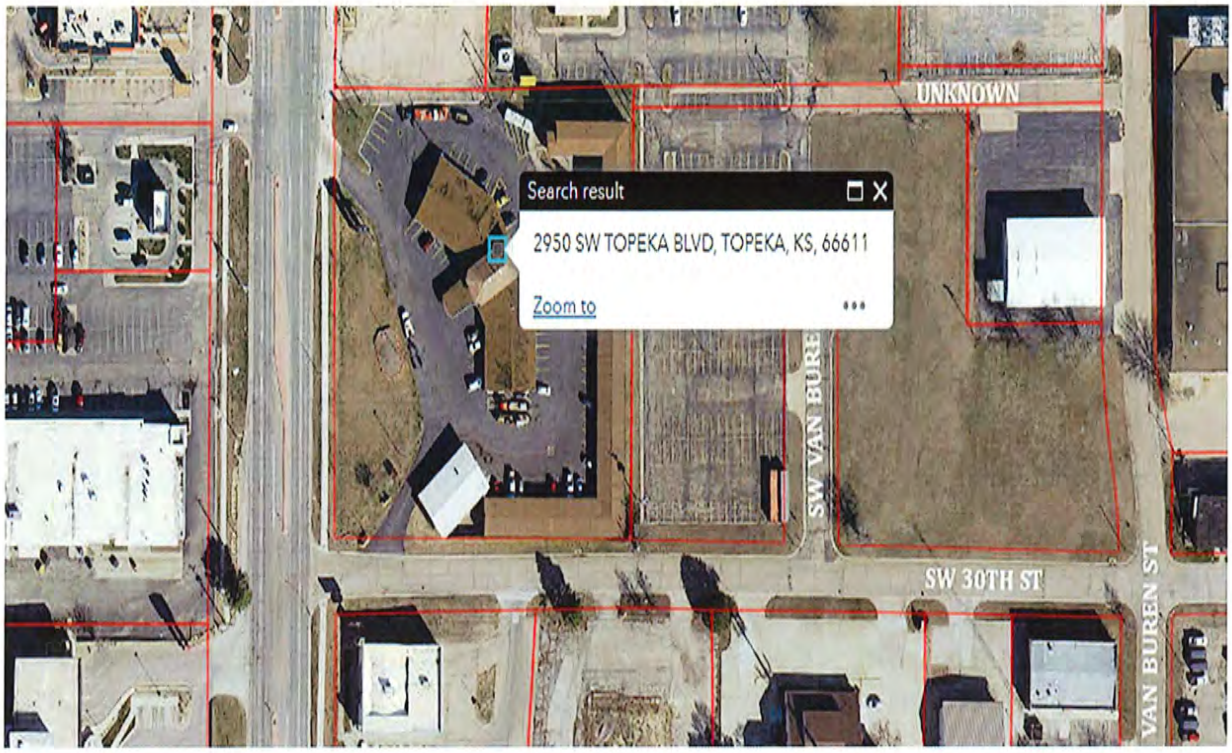
Assumptions used for TIF Calculations listed below:

(1) Of the total real estate mill levy, the total captured by TIF is:		120.144
(2) The base assessed value is based upon Shawnee County records reflecting 2024 real property tax valuation.		
(3) The projected asessed value is assumed to increase biennially at the following rate:		1.50%
(4) Interest Rate/NPV Rate:		7.00%
(5) First year post-completion taxable sales:	$	5,900,000
(6) Assumed taxable sales increases annually at the following rate:		2.00%
(7) Amount of city sales tax rate captured by TIF:		1.0%

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

Legal Description and Depiction

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



Letter from Financial Institution

Enterprise Bank

September 24, 2024

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

To Whom it May Concern:

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

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

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

Sincerely,

Charlie Ziegenbein
Vice President

CITY OF TOPEKA

BDC-30th & Topeka, LLC TIF District

Rhiannon Friedman, Planning & Development Director

Project Overview

- The proposed project calls for the demolition of the existing structures on the 2.66-acre site located at the NE Corner of 30th & Topeka Blvd.
- Redevelopment of the site includes construction of one (1) developer owned quick service restaurant (QSR), and up to two (2) commercial buildings to be owned by a third party.

Development Location

- BDC – 30th & Topeka LLC is proposing the creation of a TIF District at 2950 SW Topeka Blvd
- The map on the right shows the boundary of the proposed district outlined in yellow.

TIF District Considerations

- The establishment of a TIF District shall follow the guidelines established by State statute K.S.A 12-1770 et seq.
- Per K.S.A 12-1770(g) "Eligible area" means a blighted area, conservation area, enterprise zone, intermodal transportation area, major tourism area or a major commercial entertainment and tourism area, bioscience development area or a building or buildings which are 65 years of age or older and any contiguous vacant or condemned lots.
- The existing structure in the proposed district was constructed in 1960 making it an eligible area.

TIF Project Plan & Development Agreement

- The Public Hearing for the TIF Project Plan and Development Agreement will be held at the August 12th Governing Body meeting per adopted Resolution No. 9681.

- A review of the But-For Test including findings of the City's Financial Analysis will be provided before adoption of the Development Agreement.

Staff Recommendation

- Staff is supportive of the creation of the TIF District per the requirements of K.S.A 12-1770.

CITY OF TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 16, 2025

CASE MINUTES

Members present: Willie Brooks, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, Jeff Lolley, William Naeger, Katy Nelson, and Donna Rae Pearson (7)

Members Absent: Joesph Mauk (1)

Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Mike Hall, Land – Use Planning Manager; Ann- Marie Driver, Planner; Paul Turner, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal Dept

BDC – 30th & Topeka LLC - TIF Project Plan, Finding of Consistency with the Land Use and Growth Management Plan 2040 – In accordance with K.S.A. 12-1722, review the tax Increment finance district known as BDC – 30th & Topeka LLC Project Plan for consistency with the Land Use and Growth Management Plan 2040.

Staff:
Director Rhiannon Friedman presented the staff report and staff's recommendations for approval.

Director Friedman stated the submitted project proposes the use of "C-4" (commercial) zoning which is consistent with the existing zoning of the property at 2950 SW Topeka Bouvard. It is the staff's opinion that the project plan is consistent with the LUGMP and recommends that the Planning Commission move the approval of the resolution, finding the project is consistent with the Land Use Growth Management Plan 2040.

Commissioner Kaup asked if action could be interpreted as being some endorsement/approval for the tax increment financing for this project. Director Friedman stated that all Planning Commission was doing was to state that the proposed use is consistent with the land use and growth management plan. There will be two public hearings for this, one for creating the district and the other for financial analysis.

Motion by Commissioner Brooks, **second** by Ms. Nelson **to recommend APPROVAL** of resolution 1-2025, in accordance with state statute is found to be consistent with the project plan and is consistent with the Land Use Growth Plan. **Approved 8-0**

RESOLUTION NO. 9626

A RESOLUTION introduced by City Manager Dr. Robert M. Perez amending the City of Topeka's policy for Tax Increment Financing Districts and rescinding Resolution No. 9016.

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

WHEREAS, it is further recognized that the stimulation of balanced economic development is a joint responsibility of the private and public sectors, working closely together to create a positive business environment and induce commercial development and expansion in the City; and

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

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

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

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

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

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

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

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

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

SECTION ONE: GENERAL POLICY STATEMENT.

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

SECTION TWO: POLICY GUIDELINES (TIF DISTRICTS).

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

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

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

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

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

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

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

SECTION THREE: POLICY GUIDELINES (TIF PROJECT PLANS).

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

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

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

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

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

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

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

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

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

3. The City places priority on TIF redevelopment districts in areas of greatest need such as any approved neighborhood revitalization area, redevelopment planning area, and/or other similar areas where significant public/private investment has been directed consistent with the infill growth policies of the comprehensive plan.

4. The City will give preference to TIF project plan applications which request reimbursement of eligible project costs solely from the incremental real property taxes generated by the TIF project. Should an applicant request reimbursement of eligible project costs from the City's one percent (1%) general sales tax or other locally-levied taxes or fees, the applicant shall demonstrate the necessity of including such other locally-levied taxes or fees.

5. The City will give preference to TIF project plan applications that do not seek one hundred percent (100%) capture of incremental real property taxes or other locally-levied taxes or fees and/or that provide tangible, immediate public benefits (such as constructing high-priority infrastructure at the project's cost, producing high-wage jobs, making quality jobs available in highly-distressed neighborhoods, etc.).

6. The applicant will include in its TIF project plan application a uses-by-source-of-funding schedule illustrating the project costs that will be reimbursed from TIF and any other incentive program (public or private) for which the applicant has or plans to apply.

7. If businesses are to be relocated from other areas of the city to the proposed TIF project plan area, the applicant must provide sufficient justification to indicate why the City should subsidize such relocation.

8. The City may reasonably request of the applicant, at the applicant's cost, a thorough, third-party market analysis identifying: (1) the likelihood of success of the business mix proposed for the TIF project plan area; and (2) the potential economic impacts on existing businesses and corresponding tax revenues should the TIF project plan develop as proposed.

9. The applicant and/or developer must demonstrate that all real property taxes and assessments currently due on any real property owned by the applicant and located within the City limits have been paid and, furthermore, that the applicant is not indebted to the City. If the applicant is a business entity, this requirement will apply to any owner, member, or partner. If the applicant is a corporation, this requirement will apply to any shareholder holding a five (5) percent or greater interest.

10. Each TIF redevelopment project plan approved will expire not later than the 20th anniversary of the date upon which the Topeka Governing Body takes action to approve such project plan.

SECTION FOUR: DEVELOPMENT AGREEMENT.

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

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

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

SECTION FIVE: FEES.

City Cost Reserve

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

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

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

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

Application Fee

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

Application to create or modify a TIF redevelopment district $5,000
The application fee is a TIF eligible cost.

TIF Administration Service Fee

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

Additional Costs

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

City-Initiated Developments

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

SECTION SIX: DESIGN CRITERIA.

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

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

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

SECTION SEVEN: METHOD OF FINANCING.

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

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

RESOLUTION NO. 9626

A RESOLUTION introduced by City Manager Dr. Robert M. Perez amending the City of Topeka's policy for Tax Increment Financing Districts and rescinding Resolution No. 9016.

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

WHEREAS, it is further recognized that the stimulation of balanced economic development is a joint responsibility of the private and public sectors, working closely together to create a positive business environment and induce commercial development and expansion in the City; and

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

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

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

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

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

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

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

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

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

SECTION ONE: GENERAL POLICY STATEMENT.

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

SECTION TWO: POLICY GUIDELINES (TIF DISTRICTS).

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

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

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

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

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

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

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

SECTION THREE: POLICY GUIDELINES (TIF PROJECT PLANS).

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

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

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

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

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

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

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

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

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

3. The City places priority on TIF redevelopment districts in areas of greatest need such as any approved neighborhood revitalization area, redevelopment planning area, and/or other similar areas where significant public/private investment has been directed consistent with the infill growth policies of the comprehensive plan.

4. The City will give preference to TIF project plan applications which request reimbursement of eligible project costs solely from the incremental real property taxes generated by the TIF project. Should an applicant request reimbursement of eligible project costs from the City's one percent (1%) general sales tax or other locally-levied taxes or fees, the applicant shall demonstrate the necessity of including such other locally-levied taxes or fees.

5. The City will give preference to TIF project plan applications that do not seek one hundred percent (100%) capture of incremental real property taxes or other locally-levied taxes or fees and/or that provide tangible, immediate public benefits (such as constructing high-priority infrastructure at the project's cost, producing high-wage jobs, making quality jobs available in highly-distressed neighborhoods, etc.).

6. The applicant will include in its TIF project plan application a uses-by-source-of-funding schedule illustrating the project costs that will be reimbursed from TIF and any other incentive program (public or private) for which the applicant has or plans to apply.

7. If businesses are to be relocated from other areas of the city to the proposed TIF project plan area, the applicant must provide sufficient justification to indicate why the City should subsidize such relocation.

8. The City may reasonably request of the applicant, at the applicant's cost, a thorough, third-party market analysis identifying: (1) the likelihood of success of the business mix proposed for the TIF project plan area; and (2) the potential economic impacts on existing businesses and corresponding tax revenues should the TIF project plan develop as proposed.

9. The applicant and/or developer must demonstrate that all real property taxes and assessments currently due on any real property owned by the applicant and located within the City limits have been paid and, furthermore, that the applicant is not indebted to the City. If the applicant is a business entity, this requirement will apply to any owner, member, or partner. If the applicant is a corporation, this requirement will apply to any shareholder holding a five (5) percent or greater interest.

10. Each TIF redevelopment project plan approved will expire not later than the 20th anniversary of the date upon which the Topeka Governing Body takes action to approve such project plan.

SECTION FOUR: DEVELOPMENT AGREEMENT.

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

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

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

SECTION FIVE: FEES.

City Cost Reserve

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

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

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

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

Application Fee

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

Application to create or modify a TIF redevelopment district $5,000
The application fee is a TIF eligible cost.

TIF Administration Service Fee

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

Additional Costs

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

City-Initiated Developments

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

SECTION SIX: DESIGN CRITERIA.

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

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

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

SECTION SEVEN: METHOD OF FINANCING.

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

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

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

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

SECTION EIGHT: AUTHORITY OF GOVERNING BODY.

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

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

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

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 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Rhiannon Friedman, Planning and Development Director**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**BDC - 30th and Topeka, LLC**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**020 Resolutions / 005 Miscellaneous**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:	**Set PH Date: 06-10-25**	**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC HEARING to consider the advisability of establishing a Community Improvement District (CID) at 30th and Topeka Boulevard, pursuant to K.S.A. 12-6a26 et seq.

(Public hearing for the purpose of gathering public input on the establishment of the CID.)

VOTING REQUIREMENTS:

Conduct Public Hearing pursuant to K.S.A. 12-6a26 et. seq. No vote required by the Governing Body.

POLICY ISSUE:

Whether to conduct the Public Hearing to consider the establishment of a CID at 30th and Topeka Boulevard for BDC - 30th and Topeka, LLC as required under state statute.

STAFF RECOMMENDATION:

Staff recommends the Governing Body conduct the public hearing.

BACKGROUND:

The general nature of the proposed CID Project is to promote the redevelopment and revitalization of a commercial development of approximately 2.66 acres located at 2950 SW Topeka Boulevard (30th Street and Topeka Boulevard).

Public Hearing Notice published in the Topeka Metro Newspaper on June 30, 2025 and July 7, 2025.

BUDGETARY IMPACT:

Cost of publication

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

Public Hearing Notice (Resolution No. 9676 - June 10, 2025)
CID Application - BDC - 30th & Topeka, LLC
CID Petition - BDC - 30th & Topeka, LLC
COT CID Policy Resolution No. 9625
COT CID Procedures Doc

(Published in the Topeka Metro News June 30, 2025 and July 7, 2025)

RESOLUTION NO. 9676

A RESOLUTION introduced by City Manager Dr. Robert M. Perez, setting the public hearing to consider the advisability of establishing a Community Improvement District (CID) at 30th and Topeka Boulevard, pursuant to K.S.A. 12-6a26 et seq.

WHEREAS, K.S.A. 12-6a26 *et seq.*, as amended establishes the Community Improvement District Act (the "Act") for economic development and any other purpose for which public money may be expended; and

WHEREAS, cities are authorized to create a community improvement district (CID) to assist with the financing of eligible projects provided cities comply with the procedures set forth in the Act; and

WHEREAS, the City received a petition from the owners of record of more than 55% of the land within the proposed CID district and the owners collectively owning more than 55% by assessed value of the land area within the proposed CID district; and

WHEREAS, in order to assist in the redevelopment of this area , the City desires to consider the establishment of a CID as requested by Petitioners and in accordance with the Act; and

WHEREAS, K.S.A. 12-6a29 provides that any city proposing to establish a CID must adopt a resolution stating that the city is considering the establishment of a CID and include in such resolution notice that a public hearing will be held to consider the establishment of the CID.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY that a public hearing shall be held to consider the advisability of creating a Community Improvement District ("CID district") in the City Council Chambers of City Hall, 214 SE 8th Street, on July

15, 2025, at 6:00 p.m.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body shall meet for the purpose of holding a public hearing in the City Council Chambers of City Hall, 214 E. 8th Street, at 6:00 p.m. on July 15, 2025, to consider the advisability of creating a Community Improvement District, more specifically described as follows:

A. GENERAL NATURE OF IMPROVEMENT:

The general nature of the proposed CID Project is to promote the redevelopment and revitalization of a commercial development of approximately 2.66 acres located at the NEQ of Topeka Boulevard and 30th Street.

B. ESTIMATED OR PROBABLE COST:

$768,241

C. PROPOSED METHOD OF FINANCING:

The proposed method of financing the CID Project is from a CID sales tax in the amount of 1.0% through a Pay-as-You-Go financing

D. MAP OF THE PROPOSED CID DISTRICT.

The map of the proposed district is contained in **Exhibit A** which is attached herein and incorporated by reference.

E. LEGAL DESCRIPTION OF THE PROPOSED CID DISTRICT.

A legal description of the proposed district is contained in **Exhibit B** which is attached herein and incorporated by reference.

The hearing may be adjourned from time to time and until the Governing Body shall have made findings by resolution as to the advisability of establishing a Community Improvement District and levying a 1.0% sales tax within the District. All persons desiring to be heard with reference to the creation of the District shall be heard at this hearing.

Upon adoption of this Resolution, the City Clerk shall mail a copy, by certified mail, return receipt requested, to each owner within the proposed District at least 10 days prior to the date of the public hearing. The City Clerk shall publish this resolution at least once each week for two consecutive weeks in the official city newspaper with the second publication occurring at least seven days prior to the date fixed for the public hearing.

ADOPTED and APPROVED by the Governing Body on June 10, 2025.

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger

Brenda Younger, City Clerk

EXHIBIT A (Map)

EXHIBIT B (Legal Description)

MEADOW ACRES COURT, S18, T12, R16, Lot 1, LOT 1 LESS S 4.5 MEADOW ACRES COURT SUB SECTION 18 TOWNSHIP 12 RANGE 16

'24 DEC 16 AM9:48
REC'D TOPEKA CITY CLERK

CITY OF TOPEKA
APPLICATION FOR COMMUNITY IMPROVEMENT DISTRICT

Complete all information and if necessary, please attach additional sheets to fully answer each question and include attachments described in Appendix 1

1. Applicant Information

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

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

Contact Person (if an entity): Matthew McNary

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

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

Address: 900 W. 48th Place, Suite 900, Kansas City, MO 64112

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

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

Address: 101 S Kansas Ave, Topeka, KS 66603

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

2. Applicant's Business Information

a. Corporation Partnership Sole Proprietorship Other

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

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

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

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

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

d. If the Applicant is a general partnership, list the general partners; and if a limited partnership, list the general partners and limited partners; with more than 5% of the partnership.

(State the name, address, telephone and relationship to Applicant. If a partnership is not yet formed, include as much data as possible concerning potential partners): _____

_____

_____

_____

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

Yes No

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

_____

_____

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

Yes No

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

_____

_____

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

Yes No

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

_____

_____

_____

3. General CID Project Information

a. Description of the underlying CID Project for which financing is requested: Commercial development of approximately 2.66 acres located at the NEQ of Topeka Boulevard and 30th Street.

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

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

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

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

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

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

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

If yes, provide the County parcel ID numbers: 1341802003005000; Site will be re-platted to accommodate separate ownership of finished buildings/sites.

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

h. Will the proposed District have 100% participation? Yes No

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

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

(Notification of owners, tenants and lessees of any request for a CID sales tax is required prior to the public hearing)

4. Financing

a. Description of CID Project and costs to be financed and estimated cost for each component:

Land Acquisition	$
Demo/Site Work/ Infrastructure	$ 768,241
Design Costs (architectural and engineering)	$
Soft Costs (legal/ commissions/etc.)	$
	$
	$
	$
Total Estimated Cost of CID Improvements	$ 768,241

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

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

(i) Special Assessments: Yes No

(ii) Paid in full or part by sales tax or only by assessments? Paid in full by 1% CID Sales Tax

(iii) Assessment and Amount:

Front Footage _____ Estimated Cost per F.F. $_____

Square Footage _____ Estimated Cost per S.F. $_____

(vi) Note: there cannot be any assessment against the City at large.

d CID Sales Tax: Yes No

(i) Amount of increment (increments of .10 or .25, not to exceed 2%): 1%

(ii) Note: Dept of Revenue shall keep 2% of amount collected up to $60,000/year for administration.

5. Financing/Bonds:

a. Do you request the City issue special obligation bonds?

Yes No

If yes, what is the requested term of the bonds? (maximum is 22 years): _____

b. Do you plan to use pay-as-you-go (maximum is 22 years for sales tax)?

Yes No

c. Estimated dates to commence and complete construction: _____

Commencement in Q2 of 2025, completion as listed below.

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

CID will be activated at start of 2027 in accordance with the following completion schedule for different components of development:

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

6. Additional Information:

Any additional information you believe is relevant or helpful to the consideration of this application: _____

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

1. General description of the proposed project ☒
2. Estimated cost of the project ☒
3. Proposed method of financing the project ☒
4. Proposed amount and method of assessment ☒
5. Map of the proposed district; and ☒
6. Legal description of the boundaries of the proposed district ☒

APPENDIX I to CID APPLICATION

Documentation of the following will be helpful to the Review Committee:

- Evidence of site control.
- Current financial statements of the applicant and owner and/or operating entity if different from the Applicant (2 years); P&L (2 years); and Balance Sheet (2 years)
- Market studies which identify target markets, analysis of competition, demographics, market rents and sales prices, letters of intent/interest from prospective tenants.
- Financial analysis (projected revenue is sufficient to pay costs)
- Approved site plans or plan submissions for the Project Plan area.
- Renderings of the project, if available.
- Any other data or information the Applicant deems pertinent to the City's consideration of the application.

EVIDENCE OF SITE CONTROL

PURCHASE AGREEMENT

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Agreement") dated this 18th day of October, 2024 (the "Effective Date"), by and between Topeka Management, Inc., a Kansas corporation (the "Seller") and BDC - 30th & Topeka, LLC, a Kansas limited liability company (the "Purchaser").

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

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

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

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

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

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

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

C. During the Due Diligence Period Purchaser shall be entitled to obtain boring, percolation, and other soil tests determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are not contaminated, and that the Property is satisfactory, in Purchaser's sole judgment. Seller hereby grants to Purchaser, its agents and contractors, the right to enter upon the Property for such testing.

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

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

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

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

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

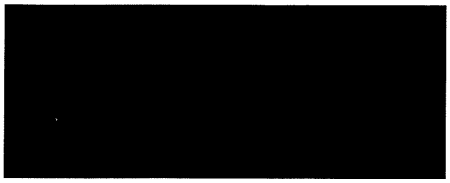
7. **Brokerage**: Seller represents and warrants that Seller has not engaged a broker in connection with this transaction. Purchaser represents and warrants that Purchaser has not engaged a broker on behalf of Purchaser. Additionally, each party warrants and represents to the other that no real estate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

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

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

If to Seller: [redacted]

If to Purchaser: [redacted]



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

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

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

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

a. Authority and Binding Agreement. Seller has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

b. Operation of the Property. From the date hereof until the Closing Date, Seller covenants to: (i) maintain and operate the Property in the same manner as Seller has heretofore done; and (ii) and not, without the prior written consent of Purchaser, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property.

c. No Litigation; No Notice of Violation. There is no litigation or proceeding pending or threatened against or relating to any portion of the Property. Seller has not received any notice of violation of any law, rule or ordinance concerning any portion of the Property or the business being operated thereon.

d. Hazardous Wastes. (i) the Property is not in violation nor has it been during Seller's ownership or is it currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to environmental conditions in, at, on or under or about the Property (collectively, "Environmental Laws"); (ii) no portion of the Property is contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety; (iii) Seller has not used, generated, manufactured, stored or disposed in, at, on or under the Property any Hazardous Substance (defined below); and (iv) there is not now in, on or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. For purpose of this Agreement, the term "Hazardous Substance" shall be deemed to include any wastes, materials, substances, pollutants and other matters regulated by Environmental Laws.

e. No Undisclosed Liens or Assessments; All Assessments Paid. There are no: (i) assessments (special, general or otherwise) or benefits of any nature affecting the Property, or any portion thereof; and (ii) except as disclosed by the Title Commitment, there are no unrecorded liens or encumbrances. All obligations applicable to the Property under any declaration, easement agreement, restriction agreement or similar agreement of record are paid current.

f. Bills Paid. All bills and other payments due with respect to the ownership, operation, construction and maintenance of the Property are paid in the ordinary course of the operation of the Property.

g. Rights of First Refusal or Rights of First Offer. No party has a first of first refusal or right of first offer to purchase the Property.

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

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

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

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

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

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

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

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

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

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

PURCHASER:

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

[redacted]

SELLER:

Topeka Management, Inc., a
Kansas corporation

[redacted]

FINANCIAL ANALYSIS

CATEGORY	TOTAL COST	CID REIMBURSABLE TO MASTER DEVELOPER*	PRIVATE COSTS
LAND ACQUISITION:	**$ 1,300,000**	**$ -**	**$ 368,467**
DEMO/SITE WORK/INFRASTRUCTURE	**$ 3,915,003**	**$ 768,241**	**$ 2,157,244**
Master Development	$ 1,458,120	$ -	$ 500,000
Quick-Service-Restaurant 1	$ 1,121,086	$ -	$ 1,121,086
Quick-Service-Restaurant 2	$ 799,639	$ 768,241	$ -
Retail	$ 536,158	$ -	$ 536,158
BUILDING 1 (QSR 1) SHELL CONSTRUCTION:	**$ 1,333,304**	**$ -**	**$ 1,333,304**
BUILDING 2 (QSR 2) SHELL CONSTRUCTION:	**$ 880,087**	**$ -**	**$ 880,087**
BUILDING 3 (AUTO PARTS STORE/SERVICE) SHELL CONSTRUCTION:	**$ 1,409,552**	**$ -**	**$ 1,409,552**
FF&E AND INTERIOR CONSTRUCTION (ALL BUILDINGS):	**$ 3,150,000**	**$ -**	**$ 3,150,000**
Quick-Service-Restaurant 1	$ 1,250,000		$ 1,250,000
Quick-Service-Restaurant 2	$ 900,000		$ 900,000
Retail	$ 1,000,000		$ 1,000,000
DESIGN COSTS (architectural and engineering) (total project):	**$ 810,000**	**$ -**	**$ 810,000**
Master Development	$ 202,500		
Quick-Service-Restaurant 1	$ 202,500		$ 202,500
Quick-Service-Restaurant 2	$ 202,500		$ 202,500
Retail	$ 202,500		$ 202,500
SOFT COSTS (legal/commissions/etc.) (total project):	**$ 332,500**	**$ -**	**$ 332,500**
Master Development	$ 310,000	$ -	$ 310,000
Quick-Service-Restaurant 1	$ 7,500		$ 7,500
Quick-Service-Restaurant 2	$ 7,500		$ 7,500
Retail	$ 7,500		$ 7,500
OTHER (landscaping/contingency/financing costs/etc.) (total project):	**$ 1,607,491**	**$ -**	**$ 1,607,491**
Master Development	$ 288,500	$ -	$ 288,500
Quick-Service-Restaurant 1	$ 540,719		$ 540,719
Quick-Service-Restaurant 2	$ 348,986		$ 348,986
Retail	$ 429,286		$ 429,286
TOTAL PROJECT COSTS (ALL BUILDINGS)	**$ 14,737,937**	**$ 768,241**	**$ 12,048,645**

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

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

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

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

Assumptions used for CID Calculations listed below:

(4) Interest Rate/NPV Rate:		7.00%
(5) First year post-completion taxable sales:	$	5,900,000
(6) Assumed taxable sales increases annually at the following rate:		2.00%
(7) CID tax rate proposed:		1%

	TAXABLE SALES	CID Revenue (1%)
1	$ 5,900,000	$ 59,000
2	$ 6,018,000	$ 60,180
3	$ 6,138,360	$ 61,384
4	$ 6,261,127	$ 62,611
5	$ 6,386,350	$ 63,863
6	$ 6,514,077	$ 65,141
7	$ 6,644,358	$ 66,444
8	$ 6,777,245	$ 67,772
9	$ 6,912,790	$ 69,128
10	$ 7,051,046	$ 70,510
11	$ 7,192,067	$ 71,921
12	$ 7,335,908	$ 73,359
13	$ 7,482,627	$ 74,826
14	$ 7,632,279	$ 76,323
15	$ 7,784,925	$ 77,849
16	$ 7,940,623	$ 79,406
17	$ 8,099,436	$ 80,994
18	$ 8,261,424	$ 82,614
19	$ 8,426,653	$ 84,267
20	$ 8,595,186	$ 85,952
21	$ 8,767,090	$ 87,671
22	$ 8,942,431	$ 89,424
		$ 1,610,640
		$768,241

Legal Description and Depiction

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

'24 DEC 16 AM9:49
REC'D TOPEKA CITY CLERK

CITY OF TOPEKA
PETITION
for the CREATION of a COMMUNITY IMPROVEMENT DISTRICT (CID)

To the Governing Body of the City of Topeka, Kansas (the "Governing Body"):

The undersigned, being the owner(s) of record of 100% of the land area contained within the hereinafter described proposed Community Improvement District (the "District") to be located within the City of Topeka, Kansas (the "City"), do hereby request that the Governing Body create such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a28 or 12-6a29, as applicable, (the "Act") and the City of Topeka CID Policy and CID Procedures. In furtherance of such request, the petitioner states as follows:

A. General Nature of the Proposed District Project:

The proposed District consists of development of certain privately-owned property located at the NEQ of Topeka Boulevard and 30th Street within the City. The general nature of the proposed project is set forth in **EXHIBIT "A"**, attached hereto and incorporated by reference herein (the "CID Project").

BDC - 30th & Topeka, LLC (the "Developer") seeks financing for the CID Project contained within the proposed District in accordance with this Petition, the Act, City of Topeka CID Policy, CID Procedures, and an associated development agreement.

B. Estimated Costs of the Proposed District Project:

The estimated cost of the CID Project is $768,241 plus associated interest and other financing costs.

C. Proposed Method of Financing the Proposed Project:
(including, if applicable, the issuance of bonds)

The proposed method of financing the CID Project is from the CID Sales Tax described in paragraph E of this Petition through Pay-as-you-go financing.

D. Proposed Amount and Method of Assessment:

Petitioners do not propose that the CID Project be financed through the levying of assessments.

E. Proposed Amount of CID Sales Tax, if applicable:

Petitioners propose that the CID Project be financed through the levying of a CID sales tax in the amount of 1.0% as authorized by the Act.

F. Map of the Proposed District:

See attached **Exhibit B**.

G. Legal Description of the Boundaries of the Proposed District:

See attached **Exhibit C**.

EXECUTION PAGE

IN WITNESS WHEREOF, we the undersigned have executed the above and foregoing ***Petition to create a Community Improvement District***:

Name of Owner(s): Topeka Management, Inc.

Type of Entity: Corporation

Owner's Telephone Number:

Owner's Website Address: N/A

Name of Signer: Divyesh Patel

Signer's Telephone Number: See above.

Signer's Facsimile Number: N/A

Signer's Electronic Mail Address: dpatel129@aol.com

Signer's Mailing Address: 2950 S. Topeka Blvd Topeka, KS 66611

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

By: Topeka Management, Inc.

By: _____

Name: Divyesh Patel

Title: President

EXHIBIT A

CID Project

Land Acquistion

Demo/Site Work/Infrastructure

Design Costs (architectural and engineering)

Soft Costs (legal/commissions/etc.)

EXHIBIT B

General Depiction of Proposed District

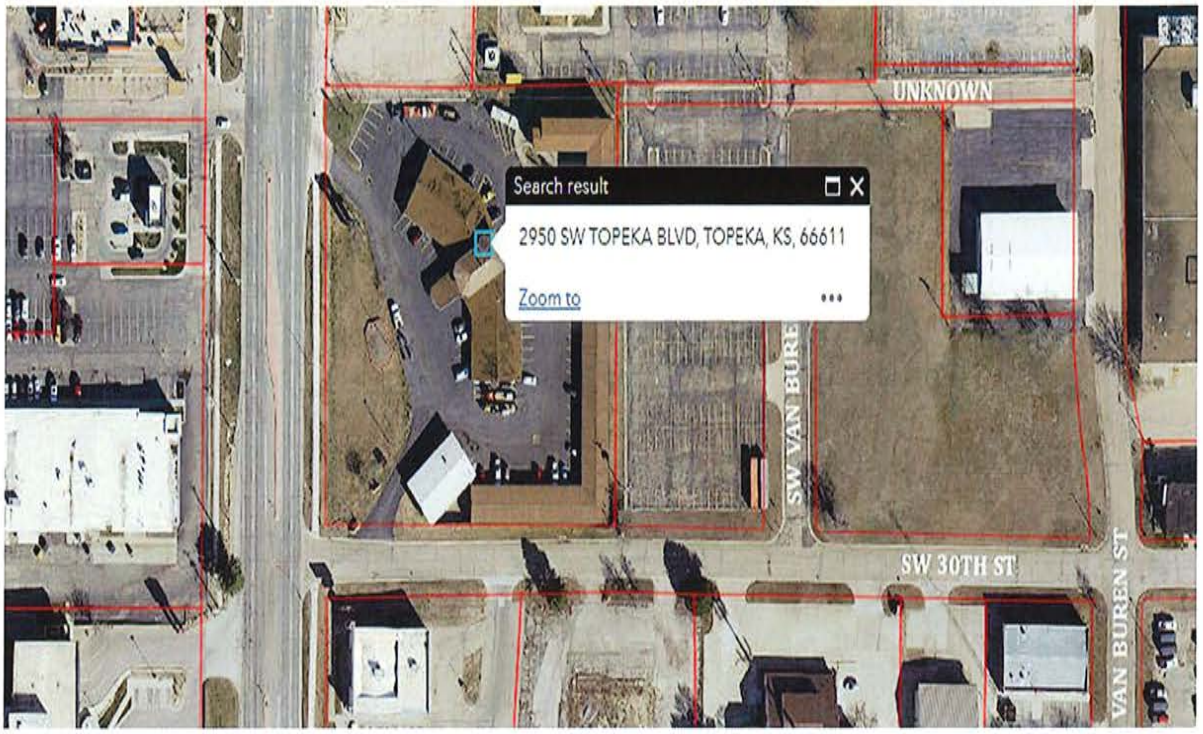


EXHIBIT C

LEGAL DESCRIPTION

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

RESOLUTION NO. 9625

A RESOLUTION introduced by City Manager Dr. Robert M. Perez amending City of Topeka's policy for Community Improvement Districts and rescinding Resolution No. 8392.

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:

CITY OF TOPEKA
COMMUNITY IMPROVEMENT DISTRICT ("CID") POLICY

SECTION I. OBJECTIVES.

The proper use of a Community Improvement District (CID) should promote, stimulate and develop the general and economic welfare of and quality of life in the City of Topeka. A CID involves public financing of all or a portion of a "Project" as defined in the Community Improvement District Act ("Act") within a prescribed area (the District). A CID Project should provide public benefit such as strengthening economic development and employment opportunities; enhancing tourism; upgrading older real estate through redevelopment or rehabilitation; or promoting sustainability. Public financing is achieved by levying and collecting special assessments and/or a CID sales tax upon property in the District.

SECTION II. SCOPE.

An applicant may petition the City to utilize CID financing to fund Projects eligible under the Act. The authority and decision to approve a petition establishing a CID for a Project is within the sole discretion of the Governing Body. However, Projects in which the total project costs are less than $1 million dollars will not be considered. The Governing Body is under no obligation to approve any petitioned Project. This Policy is intended to provide a guide in considering applications. The Governing Body reserves the right to deviate from this Policy when it believes it is in the City's best interest.

SECTION III. DEFINITIONS.

A. "CID Sales Tax" means a retailers' sales tax over and above the aggregate amount of the retailers' sales tax contained in K.S.A. 12-187 through 12-197, and amendments thereto, on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act, within a District, in any increment of .10% or .25% not to exceed 2% as authorized by the Act, pledging such revenue to pay the bonds issued for the Project or to reimburse the cost of the Project pursuant to pay-as-you-go financing.

B. "Cost" means the definition set out in K.S.A. 12-6a27, as amended. The City, on a case by case basis, may consider costs incurred within 12 months prior to District establishment, provided the costs were incurred after July 1, 2009. The City reserves the right to exclude otherwise eligible costs under the Act. The approved project costs shall be described in detail in a Development Agreement.

C. "Owner" means the owner or owners of record, whether resident or not, of real property within the District. The applicant shall be an owner.

D. "Pay-As-You-Go" means a method of financing in which the costs of a Project are financed privately, and the approved costs of such Project are reimbursed after Project completion as monies are deposited in the District fund.

E. "Project" may include any item eligible under the Act, as described in K.S.A. 12-6a27, as amended, but the City reserves the right to exclude otherwise eligible Projects under the Act; determine eligible and ineligible projects; and determine the amount of funding for a Project on a case by case basis. These terms and approvals shall be set out in a Development Agreement.

F. "Review Committee" includes the Assistant City Manager, Deputy City Manager, Chief Financial Officer, Director of Public Works, Director of Planning & Development, and the City Attorney, or their designees. The Committee may also include City staff and individuals designated by the City Manager, including but not limited to the Utilities Director, City's bond counsel and City financial advisor.

SECTION IV. PROVISIONS.

A. Criteria. The Governing Body shall consider establishment of a CID when it determines it is in the best interest of the City and provided the Project meets one or more of the following criteria:

1. Creates facilities which promote the cultural, historical, or artistic elements of the City and enhance tourism and quality of life.

2. Attracts unique commercial, office, industrial, and/or mixed use development which will enhance the economic climate of the City and diversify the economic base.

3. Substantially promotes economic development, investment or reinvestment in the community.

4. Encourages retail projects that enhance the retail base by either attracting new sales or capturing sales moving to other markets.

5. Provides for the construction of facilities that promote tourism or enhance the quality of life within the City.

6. Upgrades older commercial real estate through redevelopment and/ or rehabilitation.

B. Applicant Responsibility. The application process shall include an application form and the petition required by the Act. As part of the process, the applicant shall complete the following prior to submission of the petition to the Governing Body:

1. Provide evidence in a form satisfactory to the City of the applicant's financial ability to complete the proposed project in a timely manner.

2. Provide documentation substantiating the applicant's sources of funding, including the amount/percentage of equity funding.

3. Submit a financial analysis demonstrating that the projected revenue is sufficient to pay the costs of the project, including bond debt service. The Review Committee may secure an independent feasibility study, the costs of which shall be borne by the applicant. Additionally, the Chief Financial Officer may secure an independent feasibility or 'but-for' analysis, the costs of which shall be borne by the applicant. 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 Chief Financial Officer, 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.

4. Pay all required fees and comply with all procedural requirements of the Act and the City's CID Policy.

5. Execute a Development Agreement contemporaneous with presentation of the CID petition to the governing body.

6. If a CID Sales Tax is first levied or modified after [insert date], the applicant shall ensure that each retailer responsible for collecting the CID Sales Tax complies with the following requirements:

   (a) Upon establishment of a CID sales tax district, each business within the CID sales tax district shall display prominently at each public entrance, for the duration of time that the CID sales tax is collected, a sign that contains, at a minimum, the following: "This project made possible by Community Improvement District Financing. Additional Community Improvement District sales tax of____% collected here."

   (b) The sign shall be a minimum size of four (4) inches square.

(c) The font size of the printed message shall be at least 18 pt.

7. Provide additional information requested by one or more members of the Review Committee to permit the members to assess the need for the amount and timing of the CID subsidy requested.

8. 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;

C. Review Committee Consideration. The Review Committee shall review each application and petition and make a recommendation to the Governing Body. In determining whether to recommend approval of a CID petition and the method of financing, the Review Committee may consider all of the following:

1. Whether creation of a CID meets one or more of the criteria set forth in Section IV(A);

2. The total development costs and investment, including estimated Project costs for which public financing is sought;

3. Sources of funding, including the amount of equity funding in comparison to public financing;

4. Experience and financial stability of Developer;

5. Whether tenants for the Project are in place and the nature and quality of the tenants;

6. Financial viability of the Project, including potential competition;

7. The amount and purpose of the funding request, including the percentage of funding for capital costs; operational costs; and public costs; Whether the requested CID funding is necessary to incentivize the project "but-for" analysis;

8. If bonds are requested, the projected debt service coverage ratio of 1.25 from projected revenues; any additional security pledged by the Developer; and the marketability of the bonds; and

9. Whatever other factors or considerations the Review Committee believes the Governing Body would find relevant to its decision.

D. Governing Body Review. The Governing Body shall review the financial viability of each CID and shall use this information in determining whether to grant the Petition and, if granted, the appropriate term of the CID, which may be less than the duration allowed by the Act.

1. In the event pay-as-you-go financing is utilized, the CID sales tax shall expire on a date approved by the City, but no later than twenty-two (22) years from the date the state director of taxation begins collecting such tax or when the pay-as-you-go costs have been paid.

2. CID Bonds issued to finance the Project shall mature on a date approved by the City, but no later than twenty-two (22) years from date of issue, unless otherwise provided by law.

3. In no event shall any CID sales tax extend later than the date the bonds issued to finance such project or refunding bonds issued for the Project mature.

E. Financing.

1. Source of Funds. The cost of all or a portion of any authorized CID Project may be financed by any or all of the following sources:

a. Pay-As-You-Go financing based either on a special assessment or a CID sales tax within the District, or both;

b. Special Obligation Bond financing payable wholly through special assessments within the CID;

c. Special Obligation Bond financing payable in part through special assessments within the CID and in part through a CID sales tax;

d. General Obligations Bonds;

e. Any other funds appropriated by the City; or

f. A combination of the foregoing methods.

2. Development Agreement. If after review of the application, the Review Committee determines to recommend approval of the CID to the Governing Body, the City Attorney will negotiate a Development Agreement (the "Development Agreement") which shall be presented to the Governing Body for consideration contemporaneous with the Petition. The Development Agreement shall address the recommended method of financing, approved Project(s) and approved Costs; the feasibility of the Project, the steps to be taken to minimize the risk of default; and any other terms the Committee deems appropriate.

3. Bonds. The City encourages the use of private financing ("Pay-As-You-Go") with reimbursement to the applicant for eligible, approved costs associated with a CID Project, but the City may consider the issuance of Bonds. Any determination to issue Bonds is within the sole discretion of the Governing Body.

a. CID Bonds. The City may issue special obligation notes or bonds ("CID Bonds") (collectively, "Bonds") to finance one or more Projects. In no event shall special assessments be levied against the City. The City will not provide credit enhancements for CID Bonds; however, credit enhancement provided by an applicant will be viewed favorably.

b. G.O. Bonds. The City discourages the use of full faith and credit notes or bonds (G.O. Bonds) to finance a Project under this Act, but may consider such action for that portion of a CID Project that is exclusively for public improvements.

Prior to the issuance of any Bonds, the applicant must receive a Certificate of Completion from the City. In addition, the applicant must agree to certain disclosures required by the City and the Bond underwriters and ensure that if necessary, such disclosure requirements are included in all subsequent tenant leases and land sales within the District.

4. Project Funds. A separate fund shall be created for each District and such fund shall be identified by a suitable title (the "Fund"). CID sales tax receipts, special assessments paid to the City under this Act, the proceeds from the sale of Bonds, and any other moneys appropriated by the Governing Body for the purpose of paying Project Costs, including the principal and interest on the bonds issued pursuant to this Act shall be credited to such Fund.

a. The Fund shall be solely used to pay the Costs of the Project either through the issuance of Bonds or Pay-As-You-Go financing, and shall be limited to approved costs included in the ordinance authorizing the Project or in the Development Agreement.

b. Reimbursement of approved Costs may only be made after a Certificate of Completion has been issued by the City.

c. In the event moneys remain in the Fund after the expiration of the CID sales tax, such moneys shall continue to be used solely to pay the Cost of the Project. Upon payment of all Project Costs and principal and interest on any bonds issued for such District, the City has the authority to terminate the CID and spend any moneys remaining in such Fund for the purposes for which local sales tax receipts may be spent.

5. Fees. When submitting its application the applicant shall pay a non-refundable application fee to cover City expenses associated with reviewing and processing the CID request. The City shall also require the applicant to reimburse all costs incurred by the City for additional legal, financial, planning and engineering consultants, for direct out-of-pocket

expenses, and for other costs relating to services rendered for the City to review, evaluate, process and consider the petition for a CID. If bonds are requested and subsequently approved by the City the applicant shall also be responsible for all costs of issuance associated therewith. The applicant shall also be responsible for paying an annual administrative fee to cover the cost of monitoring and administering the CID. Fee amounts shall be set out in the CID Procedures as described in Section

SECTION V. PROCEDURES.

City staff shall develop procedures for processing CID applications and filing CID petitions, in addition to such other matters such as the establishment of fees. Such procedures shall be approved, and amended as appropriate, by the City Manager.

SECTION VI. STATUTORY AMENDMENTS; CONFLICT WITH STATE LAW.

Any amendment to the Act or any statute cited herein or used as a source of authority for development of the City's CID Policy shall apply without the need to modify or amend this Policy. If any part of this policy conflicts with state law, the latter shall control.

SECTION VII. EFFECTIVE DATE.

This CID Policy shall take effect upon passage by the Governing Body.

SECTION VIII. RESPONSIBILITY FOR ENFORCEMENT.

The City Manager shall be responsible for the enforcement of this Policy.

NOW, THEREFORE BE IT FURTHER RESOLVED that Resolution No. 8392 is hereby rescinded.

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

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor

ATTEST:

SEAL OF TOPEKA CAPITAL CITY INCORPORATED FEB. 14, 1857 KANSAS

Brenda Younger

Brenda Younger, City Clerk

CITY OF TOPEKA
COMMUNITY IMPROVEMENT DISTRICT ("CID") PROCEDURES

Effective Date: February 18, 2025

Sections:

I POLICY APPLICABILITY
II DEFINITIONS
III APPLICATION PROCESS
IV DISTRICT ESTABLISHMENT
V METHOD OF PROJECT FINANCING
VI BOND FINANCING GUIDELINES

I. POLICY APPLICABILITY.

The following procedures are established under the authority of the City Manager and are intended to provide guidance in establishing a Community Improvement District ("CID" or "District") in accordance with the Governing Body CID Policy as approved by Resolution No. 9625 on February 18, 2025. The CID Policy is incorporated herein by reference. These procedures may be waived by the City Manager, if such waiver is in the best interest of the City and does not conflict with any statutory or procedural requirement of state law. If any part of this procedure conflicts with state law, the latter shall control.

II. DEFINITIONS.

The terms used in these Procedures shall have the same meaning as set forth in Section III of the CID Policy.

III. APPLICATION PROCESS.

A. CID Application. An applicant shall make application for a CID by filing with the City Clerk one (1) original written application on a form provided by the City, in addition to an electronic copy of the application. The applicant shall also submit the petition required by the Act.

B. Fees.

1. *Application Fee*. A non-refundable application fee in the amount of $5,000.00, made payable to the City of Topeka, shall accompany the CID Application.

2. *Funding Agreement.* In addition to the application fee, within fifteen (15) business days of an application, the applicant shall execute the City's standard Funding Agreement and deposit with the City, in immediately available funds, $25,000 to cover the City's costs of evaluating such request

which may include, but not necessarily be limited to, direct costs of the City's financial and legal advisors and direct costs of outside consultants including, but not limited to, civil engineers and traffic engineers. The Funding Agreement shall provide that if the balance of such deposit declines below $10,000 at any point in time, the applicant shall restore such balance to $25,000 within ten (10) business days by making a subsequent deposit with the City in immediately available funds. Should the applicant withdraw its application, the City will use its best efforts to refund any unused balance of the deposit to the applicant within thirty (30) business days. The applicant may seek reimbursement from CID proceeds (if any) for any such City costs charged against the deposit.

3. *CID Administrative Fee if District is Approved*. An annual administrative fee of 2% of the annual CID revenue generated within the District shall be charged to reimburse City for services rendered in the administration and supervision of the Project. Such CID Administration Fee shall be paid from the Project Fund. The CID Administrative Fee is an eligible cost for reimbursement if there are sufficient funds. In no event shall the total fee, including the initial application fee and the CID Administrative Fee, but excluding the costs in Section III(B)(2), exceed 5% of the total Project cost.

4. *Amendments*. The City Manager may establish City fees, for amendments and modifications to the District financing documents that occur throughout the term. In addition, the applicant shall be responsible for all City Consultant fees associated with any such amendment request.

5. *State Fee*. In addition to the CID Administrative Fee, if a CID sales tax is utilized, the Kansas Dept of Revenue may retain an amount in the state CID sales tax administration fund to defray the expenses of the state in administration and enforcement.

C. Preliminary Review and Pre-Application Meeting. Prior to submittal of a formal application, an applicant is encouraged to meet with the Review Committee to discuss a proposed project and possible CID financing. These discussions are preliminary and are not binding on the applicant, the Review Committee, or the Governing Body. If the City utilizes any consultants to assist with the preliminary evaluation, the applicant shall be responsible to pay the associated costs.

IV. DISTRICT ESTABLISHMENT.

A. Petition. A CID shall be established by petition filed with the City Clerk. The Petition must meet all requirements of the Act, the CID Policy and these Procedures and must be submitted in sufficient time for staff to follow established procedures for publication; to perform site plan review; and to analyze the merits and feasibility of the proposed CID. The City reserves the right to request any additional information to supplement the Petition.

B. Petition Participation.

1. An applicant seeking to finance all or a portion of the CID eligible expenses with a CID special assessment must obtain the signatures of 100% of the property owners of all land area within the District.

2. An applicant seeking to finance CID eligible expenses in whole or in part by a CID sales tax must obtain the signatures of 100% of the property owners of the land area within the proposed District.

C. Public Hearing (Sales Tax Only). If a CID sales tax is requested for all or part of the project, the Governing Body shall adopt a resolution calling for a public hearing on the creation of the District and imposition of a CID sales tax. The resolution shall be published once per week for two (2) consecutive weeks with the last publication at least seven (7) days prior to the hearing and also sent by certified mail to all owners at least ten (10) days prior to the hearing.

For Districts financed by special assessments only and for which a petition signed by 100% of the property owners is submitted, no notice or public hearing is required for Governing Body action.

D. Governing Body Action. The Governing Body will not consider a CID until a complete application is submitted and reviewed by the Review Committee, fees are paid, and a recommended Development Agreement is available. Following the public hearing, if required, the Governing Body by majority vote may establish the District by ordinance.

1. The ordinance shall authorize the Project, approve the estimated cost of Project, include a legal description of the District (with map), approve the method of financing including the levying of a CID sales tax (if applicable), and approve the maximum amount of and method of assessment, if applicable. The ordinance shall become effective upon publication once in the official city newspaper. The ordinance shall also be recorded with the Register of Deeds.

2. Governing Body establishment of a CID does not constitute approval of a site plan, zoning, or other land development approval. Establishment of a CID is an entirely separate process. CID projects are still required to obtain the necessary development and regulatory approvals.

V. METHOD OF PROJECT FINANCING.

A. Certificate of Completion.

1. As noted in the Policy, Projects may be financed by a variety of methods.

Before payment will be made to applicant, the City must issue a Certificate of Completion. Multiple Certificates of Completion may be issued for projects with approved phases.

2. The request for Certificate of Completion shall include an affidavit of the applicant certifying:

a. Project improvement is an approved CID eligible cost and identify its priority for reimbursement, if any;

b. Project was constructed in accordance with all applicable laws and codes;

c. Cost was incurred for authorized project improvements;

d. Cost has not previously been submitted for reimbursement;

e. Cost reflects the actual cost expended; and

f. Applicant has no outstanding or anticipated liens for work constructed.

B. Reimbursement.

1. If pay as you go financing is used, the applicant shall submit to the Chief Financial Officer or designee copies of all invoices supporting its request for reimbursement, accompanied by a Certificate of Completion. Invoices must be submitted pursuant to the Development Agreement but not more frequently than monthly.

2. The Chief Financial Officer or designee shall attempt to determine the eligibility of the cost within with a period of time identified in the Development Agreement. If the Chief Financial Officer or designee determines the nature or amount of the request for reimbursement is outside the scope of the Act or the Development Agreement, Developer may appeal this decision in accordance with the procedure in Chapter 2.145 of the Topeka Municipal Code. Any reimbursement payment shall be stayed pending a determination by the hearing officer.

3. Requests for reimbursement shall be denied unless submitted before the Project is closed or within thirty (30) days thereafter.

4. CID revenues shall be paid in the following order:

a. First, the CID administrative fee.

b. Second, cost of preparation and publication of notices of hearings, resolutions, ordinances and other proceedings relating to the creation or administration of the District or the issuance of bonds.

c. Third, the Petitioner's other costs as defined in Section III(B) of the CID Policy.

C. Special Assessments.

1. If special assessments shall be levied to finance all or any part of the Project cost, the City must follow the procedures set out in K.S.A. 12-6a01 *et seq*. except that no assessments may be levied against the City at large. In addition, if the source of financing includes payment from a pledge of revenue received from the CID sales tax or any other funds appropriated by the City for purpose of paying Project costs, including the principal and interest of bonds, then the ordinance levying the assessments may state that the annual installments of such assessment for any year may be reduced or eliminated to the extent that, prior to the date the City certifies the City tax levy to the County, the City has received sufficient funds from the above described sources to pay the debt service on any bonds issued for the Project costs, which would have been paid by such installment.

2. The City is not required to refund any prepayment of assessments after such prepayment is made to the City. Any prepayment must be paid in full prior to the issuance of bonds, or after the issuance of bonds by paying all of the installments which have been levied and also the unlevied installments with interest on the latter at the rate provided in the bonds from the date of the bonds to the time of maturity of the last installment in compliance with K.S.A. 10-115, and amendments thereto.

D. CID Sales Tax.

1. A CID sales tax may be levied in any increment of .10% or .25% not to exceed 2%, which amount is in addition to the aggregate amount of the retailers' sales tax contained in K.S.A. 12-187 through 12-197. The revenue from the CID sales tax may be pledged to pay the bonds issued for the Project or to reimburse the cost of the Project through pay-as-you go financing.

2. If CID bonds are issued, the CID sales tax shall expire no later than the date the bonds mature. If pay-as-you-go financing is used, the CID sales tax shall expire on a date approved by the City, but no later than 22 years from the date the state director of taxation begins collecting such tax or when the Project bonds or pay-as-you-go costs have been paid.

3. Procedure:

a. Upon adoption of a CID sales tax, the City shall send a certified copy of the resolution or ordinance authorizing the levy of the CID sales tax to the Kansas Director of Taxation. Notice must be received ninety (90) days before the first day of the quarter in which the CID sales tax will commence. Thereafter, the Kansas Director of Taxation shall commence collection of the CID sales tax in the District at the same time and in the same manner for the collection of the state retailers' sales tax. The full remittance shall be deposited in the state treasury.

b. The state may retain a portion of the CID sales taxes collected for deposit in the state CID sales tax administration fund to defray the state costs of administration and enforcement (the "state fee").

c. The state shall no less than quarterly remit to the City the CID sales tax receipts collected less the state fee, if any. The amount shall be deposited in the City CID Project fund. Such fund shall be created for each District,

d. Within 15 days of written request of the City, the state will provide the City with a copy of any retailers' sales and use tax return filed with the state in connection with a District for which sales or use tax revenues are intended to be used to finance Project costs. Such returns and the information contained therein shall be kept confidential, but may be used for purposes of allocating and depositing such revenues in connection with the bonds used to finance Project costs.

E. Appeals. No suit to set aside assessments or otherwise question the validity of the proceedings for the District establishment or Project authorization shall be brought 30 days after publication of the resolution or ordinance creating the District. No suit to set aside the CID sales tax may be brought 30 days from the publication of the ordinance or resolution declaring the intent to impose the CID sales tax. No protest petition pertaining to the issuance of full faith and credit bonds may be brought 60 days following the date of public hearing to create or modify the District.

VI. BOND FINANCING GUIDELINES.

If CID bonds are issued for the project, the following guidelines shall be applied:

A. The maximum maturity for Bonds is 22 years.

B. For feasibility, it is recommended that Bonds be issued in a minimum amount of $ 1,000,000. This amount may be adjusted upon recommendation of the Review Committee and approval of the Governing Body.

C. CID Bonds issued under this Policy must include security for the bonds of a sufficient amount, and in a form approved by the City's bond counsel and financial advisor such as an irrevocable letter of credit or payment bond, to minimize any risk in the event of default.

D. Bonds issued under this Policy must be sold to qualified investors (as defined by the Securities and Exchange Commission Regulation D) in accordance with the minimum denominations as provided herein.

E. Bonds must initially be offered in denominations of $100,000 or greater. These denominations may be stepped down (upon consultation with the City's bond counsel and financial advisor) when one of the following are met:

1. the Project being bond financed is substantially leased;

2. the estimated revenue stream yields significant debt service coverage ratio of 1.25 on the bonds;

3. construction of the Project being bond financed is 100% complete;

4. the repayment term is less than or equal to 60% of the maximum permitted repayment term; or

5. waiver by the City Manager.

F. If a negotiated sale of the bonds is utilized, the City will generally select the underwriter(s) needed to structure, price, and sell the bonds. Exceptions to this process may be approved by the City Manager upon consultation with the City's bond counsel and financial advisor.

CITY OF TOPEKA

_____

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

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Dan Warner, AICP, Planning Division Director**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Abraham Real Estate LLC**	**PROJECT #:**	**Z25/04**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at the northwest intersection of SE 21st Street and SE Adams Street from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District. *(Z25/04) (Council District 3)*

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

(Approval will allow for the development of a convenience store and gas station.)

VOTING REQUIREMENTS:

The Governing Body has the following voting options:

1. Approve the Planning Commission's recommendation by adopting the ordinance. A minimum of 6 votes are required of the Governing Body.
2. Amend the Planning Commission's recommendation by amending the ordinance. A minimum of 7 votes are required is required of the Governing Body.
3. Refuse to approve the Planning Commission's recommendation by rejecting the ordinance. A minimum of

7 votes are required of the Governing Body.

4. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes are required of the Governing Body.

POLICY ISSUE:

Whether to adopt the Planning Commission's recommendation to rezone the property.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Z25/04 is a request to change the zoning of the subject property from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District. The applicant intends to develop a convenience store & gas station on the property.

The proposed zoning and land use are consistent with the Land Use and Growth Management Plan (LUGMP). The proposed development contributes to a balanced mix of land uses that serve the neighborhood as promoted by the LUGMP.

The applicant conducted a Neighborhood Information Meeting on May 29th. Seven community members attended the meeting and expressed concerns about the traffic impacts of commercial development at this location.

The Planning Commission recommended approval by a vote of 7-1 after concluding the public hearing on June 16, 2025. Staff recommends approval per the attached staff report.

BUDGETARY IMPACT:

Approval of the zoning change has no budgetary impact on the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Ordinance
Presentation
Boundary - Legal Description
Planning Commission Minutes June 16, 2025 (Z25/04)
Staff Report Z25/04
Aerial Map
Zoning Map
Future Land Use Map
Zoning Map - Staff Recommendation
Sanitary Sewer Utility Map
Neighborhood Information Meeting (NIM) Report (Wible Property Development, LLC Feb 29, 2025)
NIM Notes - Paul Turner, City of Topeka Planner 1

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on 3.62 acres of property located at the northwest intersection of SE 21st St. and SE Adams St. from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District. (Z25/04) *(Council District 3)*

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

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

A TRACT OF LAND CONSISTING OF A PART OF LOTS 701 THROUGH 719, ODD AND INCLUSIVE, ON ADAMS STREET, LOTS 700 THROUGH 719 ON JEFFERSON STREET, AND PART OF LOTS 178 THROUGH 216, EVEN AND INCLUSIVE, ALL IN HEERY'S 2ND SUBDIVISION TO THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, AS DESCRIBED BY AARON C. DAVIS, PS 1368, ON MAY 1, 2025, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 701 ON ADAMS STREET IN SAID HEERY'S 2ND SUBDIVISION; THENCE S. 88° 00' 49" W. (BASIS OF BEARINGS) ON THE NORTH LINE OF SAID LOT 701 ON ADAMS STREET FOR 11.26 FEET TO A ½" REBAR WITH CLS 263 ID CAP, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF ADAMS STREET AS ESTABLISHED BY DISTRICT COURT CASES NO. 122881 AND 131747, SHAWNEE COUNTY, KANSAS; THENCE S. 03° 17' 19" W. FOR 75.25 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE NORTH LINE OF LOT 707 ON ADAMS STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 15.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 707 ON ADAMS STREET; THENCE S. 00° 26' 40" W. ON SAID WESTERLY RIGHT OF WAY LINE FOR 64.99 FEET TO A POINT 10.00 FEET NORTH OF THE NORTH LINE OF LOT 713 ON ADAMS STREET IN SAID HEERY'S 2ND SUBDIVISION ; THENCE S. 88° 01' 41" W. PARALLEL WITH THE NORTH LINE OF SAID LOT 713 ON ADAMS STREET FOR 20.02 FEET; THENCE S. 00° 26' 40" W. FOR 10.00 FEET ON THE NORTH LINE OF SAID LOT 713 ON ADAMS STREET; THENCE N. 88° 01' 41" E. ON THE NORTH LINE OF SAID LOT 713 ON ADAMS STREET FOR 5.00 FEET, SAID POINT BEING 30.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 713 ON ADAMS STREET; THENCE S. 00° 26' 40" W. FOR 25.00 FEET TO THE NORTH LINE OF LOT 715 ON ADAMS STREET IN SAID HEERY'S 2ND SUBDIVISION; THENCE N. 88° 01' 50" E. ON THE NORTH LINE OF SAID LOT 715 ON ADAMS STREET FOR 10.01 FEET TO A POINT 20.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 715; THENCE S. 00° 26' 40" W. FOR 74.99 FEET TO THE SOUTH LINE OF LOT 719 ON ADAMS STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 20.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 719 ON ADAMS STREET; THENCE S. 00° 26' 40" W. FOR 18.42 FEET TO THE NORTH LINE OF LOT 216 ON 21ST STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 20.00 FEET WEST OF THE NORTHEAST CORNER

OF SAID LOT 216 ON 21ST STREET; THENCE S. 00° 26' 40" W. FOR 69.96 FEET TO A POINT 60.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 216 ON 21ST STREET; THENCE S. 44° 07' 44" W. FOR 43.32 FEET TO A POINT ON THE EAST LINE OF LOT 212 ON 21ST STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 30.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 212 ON 21ST STREET; THENCE S. 88° 00' 23" W. FOR 90.95 FEET TO THE EAST LINE OF LOT 206 ON 21ST STREET IN HEERY'S 2ND SUBDIVISION, SAID POINT BEING 30.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 206 ON 21ST STREET; THENCE S. 77° 45' 58" W. FOR 56.21 FEET; THENCE S. 88° 00' 23" W. FOR 70.00 FEET TO THE WEST LINE OF LOT 198 ON 21ST STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 20.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 198 ON 21ST STREET; THENCE S. 88° 00' 23" W. FOR 50.00 FEET TO THE EAST LINE OF LOT 196 ON 21ST STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 20.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 196 ON 21ST STREET; THENCE S. 88° 00' 23" W. FOR 124.89 FEET TO THE WEST LINE OF LOT 188 ON 21ST STREET IN SAID HEERY'S 2ND SUBDIVISION, SAID POINT BEING 20.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 188 ON 21ST STREET; THENCE N. 00° 29' 02" E. ON THE WEST LINE OF SAID LOT 188 FOR 110.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 188; THENCE N. 00° 26' 52" E. FOR 18.42 FEET TO THE SOUTHWEST CORNER OF LOT 719 ON JEFFERSON STREET IN SAID HEERY'S 2ND SUBDIVISION; THENCE N. 00° 26' 52" E. ON THE WEST LINE OF LOTS 701 THROUGH 719, ODD AND INCLUSIVE, ON JEFFERSON STREET IN SAID HEERY'S 2ND SUBDIVISION FOR 249.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 701 ON JEFFERSON STREET; THENCE N. 88° 00' 49" E. ON THE NORTH LINE OF SAID LOT 701 FOR 124.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 701 ON JEFFERSON STREET; THENCE CONTINUING N. 88° 00' 49" E. FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 700 ON JEFFERSON STREET IN SAID HEERY'S 2ND SUBDIVISION; THENCE CONTINUING N. 88° 00' 49" E. ON THE NORTH LINE OF SAID LOT 700 ON JEFFERSON STREET FOR 124.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 700 ON JEFFERSON STREET; THENCE CONTINUING N. 88° 00' 49" E. FOR 16.00 FEET TO THE NORTHWEST CORNER OF LOT 701 ON ADAMS STREET IN SAID HEERY'S 2ND SUBDIVISION; THENCE N. 88° 00' 49" E. ON THE NORTH LINE OF SAID LOT 701 ON ADAMS STREET FOR 113.71 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.62 ACRES

FROM "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District

Section 2. This Ordinance Number shall be fixed upon the "District Map."

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

Section 4. 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, City of Topeka, Kansas,_____, 2025.

CITY OF TOPEKA, KANSAS

Michael Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

CITY OF TOPEKA

Z25/04 SE 21st & Adams
Z25/03 **Meier's Place**

Z25/04 SE 21st & Adams

Proposal: Rezone from M-1 Two-Family Dwelling District and M-2 Multiple-Family Dwelling District to C-2 Commercial District

Site: NW corner of SE 21st and SE Adams

~3.8 acres

Previous Use: Vacant

Proposed: Convenience store & gas station

Z25/04 SE 21st and Adams - Aerial Map

Z25/043 Meier's Place

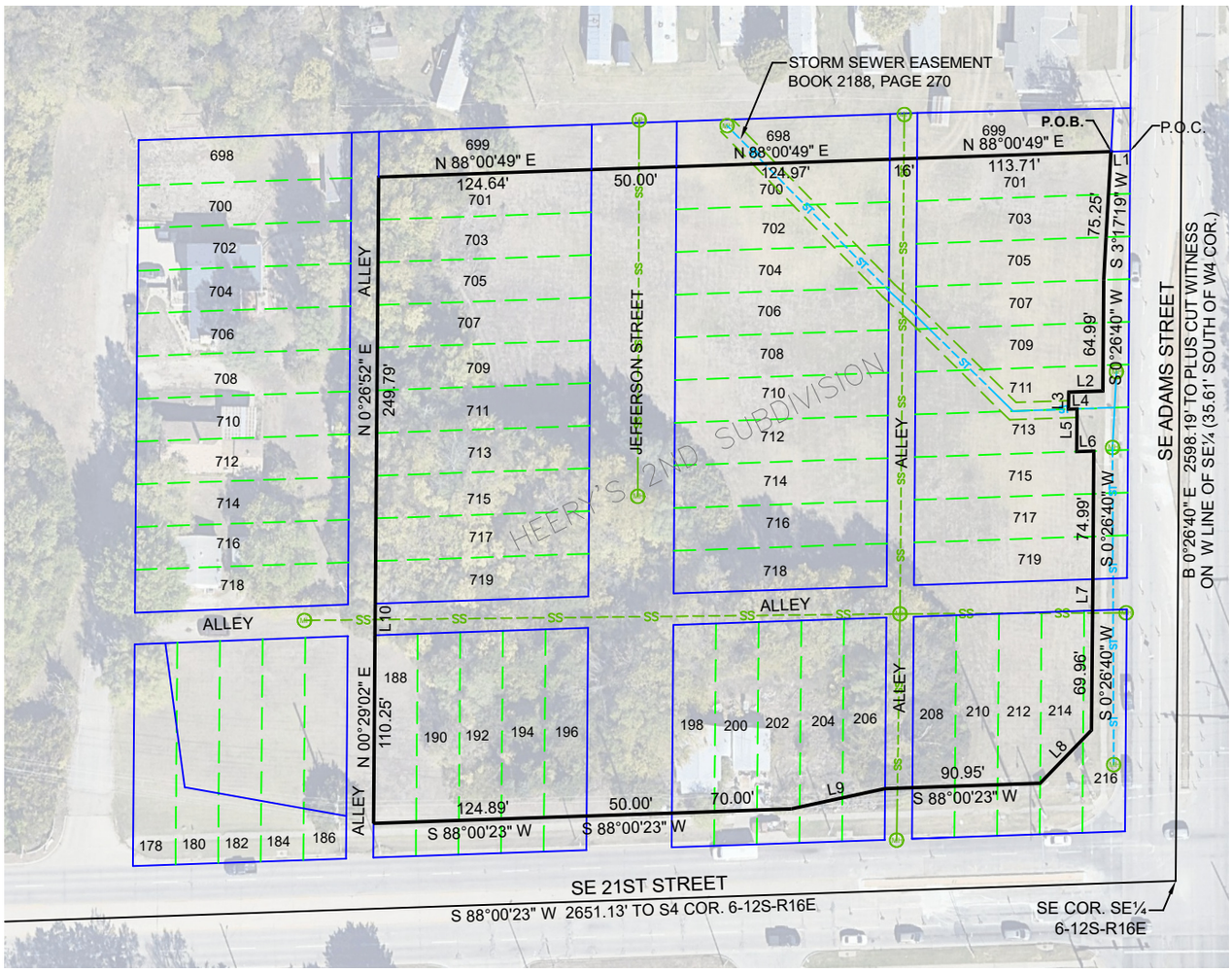
- Proposal: Zoning change from "R-1" Single Family Dwelling to "M-1" Two Family Dwelling
- Site: 16 acres of land located near southeast intersection of NW Vail and NW Lyman
- Existing Use: Undeveloped, farm land
- Proposed Use: Duplexes; Platted in 1995 for Single Family; the owner now desires to build duplexes

EXHIBIT OF BOUNDARY DESCRIPTION

N
W E
S

100' 50' 0' 100'

SCALE: 1" = 100'



RIGHT OF WAY INFORMATION:
NORTH RIGHT OF WAY LINE OF 21ST STREET AND THE WEST RIGHT OF WAY LINE OF ADAMS STREET WERE TAKEN FROM DISTRICT COURT CASE #'S 122881 AND 131747, SHAWNEE COUNTY, KANSAS.

SURVEYOR'S CERTIFICATE:
I, Aaron C. Davis, Professional Surveyor #1368 in the State of Kansas, certify that the Exhibit shown on this plat was made by me or under my direct supervision on June 19, 2025. This plat is true and correct to the best of my knowledge and belief.

AARON C. DAVIS LICENSED LS-1368 6/19/2025 KANSAS LAND SURVEYOR

Aaron C. Davis, PS1368

LINE	BEARING	DISTANCE
L1	S 88°00'49" W	11.26'
L2	S 88°01'41" W	20.02'
L3	S 00°26'40" W	10.00'
L4	N 88°01'41" E	5.00'
L5	S 00°26'40" W	25.00'
L6	N 88°01'50" E	10.01'
L7	S 00°26'40" W	18.42'
L8	S 44°07'44" W	43.32'
L9	S 77°45'58" W	56.21'
L10	N 00°26'52" E	18.42'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

Client:
Wible Property Development LLC
520 SE 5th St.
Topeka, KS 66607

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
115 W. 5th Avenue, Emporia, KS 66801
www.driggsdesign.com (620) 342-7491

Project No: 2025-094
Date: June 19, 2025
Scale: 1" = 100'
Sheet No: 1 of 2
Drawn By: ACD
Revision 1: Revise Legal

EXHIBIT OF BOUNDARY DESCRIPTION

BOUNDARY DESCRIPTION:

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SAID TRACT CONTAINS 3.62 ACRES.

CITY OF TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 16, 2025

CASE MINUTES

Members present: Willie Brooks, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, Jeff Lolley, William Naeger, Katy Nelson, and Donna Rae Pearson (7)

Members Absent: Joesph Mauk (1)

Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Mike Hall, Land – Use Planning Manager; Ann- Marie Driver, Planner; Paul Turner, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal Dept

Z25/04 SE 21st and Adams by Abraham Real Estate LLC, requesting to amend the District Zoning Map on approximately 3.8 acres of property on the northwest corner of SE 21st St and SE Adams St from "M-2" Multiple-Family Dwelling District and "M-1" Two-Family Dwelling District to "C-2" Commercial District.

Staff:
Paul Turner presented the staff report and staff's recommendations for approval.

Commissioner Kaup referenced the public comment that was submitted and asked if there was anything there that changed the recommendations by the city. Mr. Turner stated that Ms. Batt expressed her concerns at the neighborhood meeting, and the traffic review comes in at the site plan review phase. Mr. Turner stated that Planning could not directly address some of the public safety concerns.

Owner Representative:
Tyler Wible, Wible Property Development

Mr. Wible stated that he spoke with city staff at the Neighborhood Information Meeting regarding a section of the parcel that would remain zoned as "M1" (two family dwelling district) while everything else would change to "C2" (commercial district). A reason that so much of the land will be changed to "C2" is to accommodate the concerns brought up with traffic.

Commissioner Kaup asked if there was any objection to the city requiring a traffic study. Mr. Wible stated that they have been in discussion with the city traffic engineer. Mr. Wible is aware that one will be required but hopes to bring down the grade of the traffic study.

Commissioner Naeger opened the public comment.

Jonathan Smith, 2526 SE Colorado Ave. Topeka, KS, is in favor of the project and the zoning change but acknowledges that a serious effort needs to be made when considering the entrances and exits both on 21st Street and Adams. Mr. Smith also referenced the pedestrian deaths at the intersection. He also reminded the commissioners of the nearby residents in regard to lights and noise of a 24-hour convenience store.

Angela Batt, 2008 SE Adam St. Topeka, KS, submitted her public comment online. Although she is not opposed to the improvement in the neighborhood, Ms. Batts described the multiple fatalities at this location related to the high speed of the traffic. Ms. Batt also stated the need for the city to widen the sidewalk on both sides of the street from

19th-21st, community presence within the neighborhood, and would also like to see a fence around the convenience store once it is built.

With no one else coming forward, Commissioner Naeger closed the public comment.

Discussion by Commissioners:

Commissioner Kaup asked what the city code stated about screening for nearby residential areas. Mr. Hall stated that a six-foot-high fence is allowed along with a six-foot-wide landscaping strip (that can be required) with the effect that it provides an opaque screen between the commercial area and the residential area. Mr. Kaup asked if the city could make a fence/or wall a condition to the rezoning. Mr. Hall stated that he didn't think that was possible since the applicant is just asking for a simple rezoning.

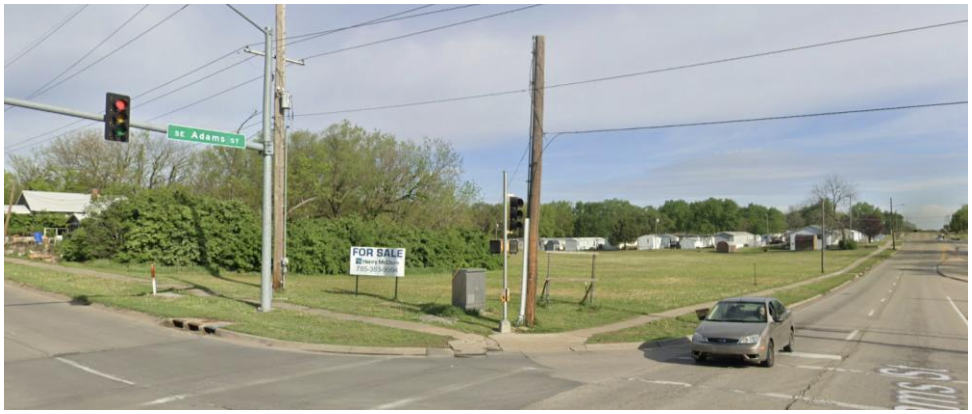
Commissioner Kaup asked if the improvements on the property if that was a function of where the rezoning line is, would there be a landscaping requirement even if the residential area has a100 foot setback. Mr. Hall stated yes except there would be an exception if there is a bunch of natural trees that provide a thick screen about 20 feet wide.

Commissioner Kaup asked if the city has had any success in getting a traffic engineer to agree to a traffic study to address a pre-existing problem that will only intensify if this project gets approved. Mr. Hall stated that the Planning Department has no control over when a traffic study is conducted nor what the scope of the traffic study will be. Mr. Hall said Planning staff can request a traffic study prior to rezoning for a PUD, and any convenience store with gas pumps typically require one with submittal of a site plan.

Motion by Commissioner Nelson, **second** by Ms. Hannon **to recommend APPROVAL** of the of the reclassification of the property excluding the red zone, from "M-1" Two Family Dwelling District and "M-2" Multiple Family Dwelling District to "C-2" Commercial District. **Approved 7-1**

STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT

PLANNING COMMISSION DATE: Monday, June 16, 2025

APPLICATION CASE:	**Z25/04 by Abraham Investments LLC**
REQUESTED ACTION:	Rezoning of the property from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District
APPLICANT / PROPERTY OWNERS:	Abraham Investments LLC
APPLICANT REPRESENTATIVE:	Tyler Wible
PROPERTY LOCATION / PARCEL ID:	NW corner of SE 21st St and SE Adams St PID: 1330604012004020, 1330604012004010, 1330604012011000, 1330604012008000, 1330604012009000, 1330604012010000, 1330604012012000, 1330604012013000
PROPERTY SIZE:	3.8 Acres
PHOTOS:	 View of Property Looking Northwest from SE 21st and Adams Intersection

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CASE PLANNER:	Paul Turner, Planner I
RECOMMENDATION:	Approval of rezoning to C-2 Commercial but excluding no less than a ¼ acre portion of the property; that portion being at the northeast corner of SE 21st and Madison Streets. (The excluded ¼ acre portion of the property can be described as "what remains of Lots 178, 180, 182, 184, 186 and the adjoining alley rights-of-way.")
RECOMMENDED MOTION:	Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the reclassification of the property, excluding _____, from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District.

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY: The applicant intends to develop a convenience store & gas station on the site.

DEVELOPMENT / CASE HISTORY: The site has no case history. The only development history is the construction of one single-family home in 1920 which has since been demolished.

ZONING AND SURROUNDING PROPERTIES:

North: "M-2" Multiple-Family Dwelling District / Adams Heights mobile home park

South: "PUD" Planned Unit Development (C-4 use group) / Family Dollar, Jefferson Villas senior homes

East: "R-2" Single-Family Dwelling District, "PUD" Planned Unit Development (M-2 use group)/ Single family homes, townhomes

West: "M-2" Multiple-Family Dwelling District / single-family homes, railroad right-of-way

DEVELOPMENT STANDARDS AND POLICIES

PURPOSE, USE STANDARDS: "C-2" district: "*This district is established to provide for those commercial activities which serve a major segment of the total community population. In addition to a variety of retail goods and services, these centers may typically feature a number of large traffic generators that require access from major thoroughfares. The extent and range of activities permitted are in the moderate to medium intensity range with a ground floor area limitation and a prohibition on outside sales and storage of supplies, materials, products, and equipment."* Uses allowed under "C-2" zoning include but are not limited to: *Retail sales, Type 1 Auto Service Station (convenience store with gas), hotel/motel, liquor sales, personal services (beauty and barber shops, laundromats, dry-cleaning, tailoring, etc.) restaurants (including drive-through service)*

DIMENSIONAL STANDARDS: "C-2" zoning requires 25' front building setbacks, 10' side building setbacks, and 25' rear building setbacks. The maximum allowed building coverage ratio is 50 percent under "C-2" zoning. The maximum building height limit is 50'.

OFF-STREET PARKING: "C-2" District: Off-street parking is required per the standards in TMC 18.240. For an automotive service station, the required number of spaces is 1 per 200 square feet of floor area in addition to 1 per 4 gas pumps.

OTHER DESIGN GUIDELINES AND CONSIDERATIONS:	An overall site plan subject to TMC 18.260, a landscape plan subject to TMC 18.235, building elevations subject to TMC 18.725 will be required at the time of Site Plan Review application. Stormwater management plans and traffic plans will be required per City Engineer's standards.
SIGNAGE:	Signage will be permitted per TMC 18 Division 2 Signs as allowed under C-2 zoning. Most signs require a Sign Permit through Development Services Division.
COMPREHENSIVE PLANS:	Land Use & Growth Management Plan 2040: Designated Medium/High Density Residential
TRANSPORTATION PLANS:	Not applicable

OTHER FACTORS

SUBDIVISION PLAT:	Existing plat is Heery's 2nd Subdivision. A replat is anticipated pending the rezoning. The replat will vacate the internal rights-of-way for the alleys and Jefferson Street which were never built out.
FLOOD HAZARDS, STREAM BUFFERS:	The land is outside of any 100-year or 500-year floodplain. There are no stream buffers on the property.
UTILITIES:	The property is served by city water and sewer. Capacity of existing infrastructure to accommodate development will be reviewed during site plan review/permitting process. A sewer main runs north-to-south through the site. Development on the site will require avoiding siting structures over the main, or relocation of the main. The proposed convenience store development will avoid siting structures over the main.
TRAFFIC:	The property is on the corner of SE 21st St and SE Adams St. Both streets are classified as minor arterials. Commercial development is anticipated to require a Traffic Impact Study to be submitted by developer and reviewed by City Engineer during Site Plan Review and building permitting process.
HISTORIC PROPERTIES:	Not applicable
NEIGHBORHOOD MEETING:	The owner/applicant conducted a neighborhood information meeting on Wednesday, June 4th at 5:30 PM via Microsoft Teams. Several community members attended the meeting. The primary concerns were related to traffic impacts. The applicant's summary and staff's notes on the meeting are attached.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:	No comments received.
FIRE:	Comments attached: No objection to rezoning; additional comments may be forthcoming as site development progresses.
DEVELOPMENT SERVICES:	No comments received.

KEY DATES

SUBMITTAL:	May 2, 2025
NEIGHBORHOOD INFORMATION MEETING:	May 29, 2025
LEGAL NOTICE PUBLICATION:	May 26, 2025
PROPERTY OWNER NOTICE:	May 21, 2025

STAFF ANALYSIS

In accordance with Topeka Municipal Code Section 18.245.020, the following findings and conclusions are presented for consideration and adoption. These findings and conclusions reflect the "golden factors" per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court.

CHARACTER OF NEIGHBORHOOD: The site is at the northwest corner of two arterial streets. The surrounding area is characterized primarily by residential development that includes a mix of types, including detached single-family, townhome apartments, and mobile homes. In addition to the residential uses, there is a Family Dollar store on the SW corner of 21st and Adams, and apartments for seniors on the south side of 21st street just west of the Family Dollar. There are a few other small commercial uses further east on SE 21st St, including a gas station/convenience store at the intersection of 21st St and SE Virginia Ave about ¼ mile east from the proposed rezoning site.

ZONING AND USES OF SURROUNDING PROPERTIES: The area surrounding the subject property, within a quarter mile radius of its perimeter, contains a variety of zoning districts and land uses. Surrounding zoning includes PUD/C4 (commercial), C-2 commercial, M-2 multi-family residential, and R-2 single-family residential. Surrounding land uses include retail commercial, residential apartments for seniors, townhome-style apartments, mobile home park, and single-family homes. The proposed zoning and land use, if limited in size, are an appropriate complement to the existing mix of zoning and land use.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The property has remained vacant except for one single family home, built 1920, fronting on SE 21st St which was demolished in 2024. The property might have been challenging to develop because of the multiple parcels with varied ownership and the public sanitary sewer mains crossing the property.

CONFORMANCE TO COMPREHENSIVE PLAN: The Future Land Use Map in the Land Use and Growth Management Plan 2040 (LUGMP) designates the subject property and the lands immediately to the north, west, and south as "Medium/High Density Residential." While the proposed commercial zoning does not conform to the Future Land Use

Map, if the commercial zoning is limited in size to accommodate commercial use that effectively serves the surrounding neighborhood, it is consistent with the tenets of the LUGMP. As stated in the LUGMP, *"mixed use is emphasized and promoted throughout the future land use plan. The basic concept is to mix together housing, commercial, and jobs, along with open space and other amenities to provide a balanced mix of land uses in an efficient and compact pattern."* The applicant has explained the proposed rezoning as intended to provide for development of a convenience store with fuel pumps and limited, complementary retail use. The land use surrounding the intersection of SE 21st and Adams is mixed and at a scale that can serve neighborhood residents. Commercial development at a neighborhood scale, especially if it is accessible to pedestrians, is an appropriate complement to the existing mix of uses at this location.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: The existing M-1 and M-2 zoning are intended primarily to provide for duplex and multi-family residential land uses, respectively. The M-1 lots fronting on SE 21st St are not perfectly suited for residential development because of the challenges of taking access for a residential lot directly onto an arterial road. The balance of the land, which is zoned M-2 and situated on the north side of the parcels fronting on SE 21st, is suitable for residential development under its current zoning. If the land as a whole can be developed in a manner that does not require excessive driveways from SE 21st and Adams, it is suitable for residential development under its current zoning. The multiple parcels and the existing sewer main presenting a not-insurmountable challenge for development. The landlocked M-2 lots would require either a replat to vacate the unbuilt right-of-way, or extension of the platted but unbuilt right-of-way.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Rezoning to a commercial district will have some impact on nearby properties. Commercial development may generate more traffic and changes to neighborhood character. Attendees of the neighborhood information expressed concerns about traffic safety. Efforts to minimize negative impact on neighboring owners and residents will be made during the site plan review process, including planning standards for landscaping, screening, building design, and lighting. In addition, Topeka's Engineering Division may require a traffic study and require measures to address traffic congestion and safety. The developer will be required to provide stormwater management plans to control and treat runoff from the site.

At 3.8 acres, the land proposed for rezoning far exceeds what is typically needed for development of a convenience store with fuel pumps. There are examples in Topeka of convenience stores on large sites where much of the site is left undeveloped. There are also numerous convenience store sites in Topeka on less than two acres. C-2 zoning of more than two acres can be justified to some extent by the existing sanitary sewer mains on the property. Buildings and other structures are generally not allowed to be located over or within 8 to 10 feet of a sewer main. Furthermore, the developer needs enough frontage on SE Adams to provide for full vehicular access to the site from Adams.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: Denial of the rezoning request may limit the practical development potential of the property. Currently the property is vacant, has remained so for some time, and provides little benefit to the public health, safety, and welfare. The current zoning does provide the owner with some development options for duplexes and multi-family residential, although site development is challenging because of the existing street and alley rights-of-way and multiple sewer mains crossing the property.

AVAILABILITY OF PUBLIC SERVICES: The Public Works and Utilities department have not indicated that existing public streets and utilities will be inadequate to serve potential development. Specific review of street and utility capacity will occur during site plan review & permitting process.

STAFF RECOMMENDATION:

RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends APPROVAL of the reclassification of the property, excluding no less than a ¼ acre portion of the property; that portion being at the

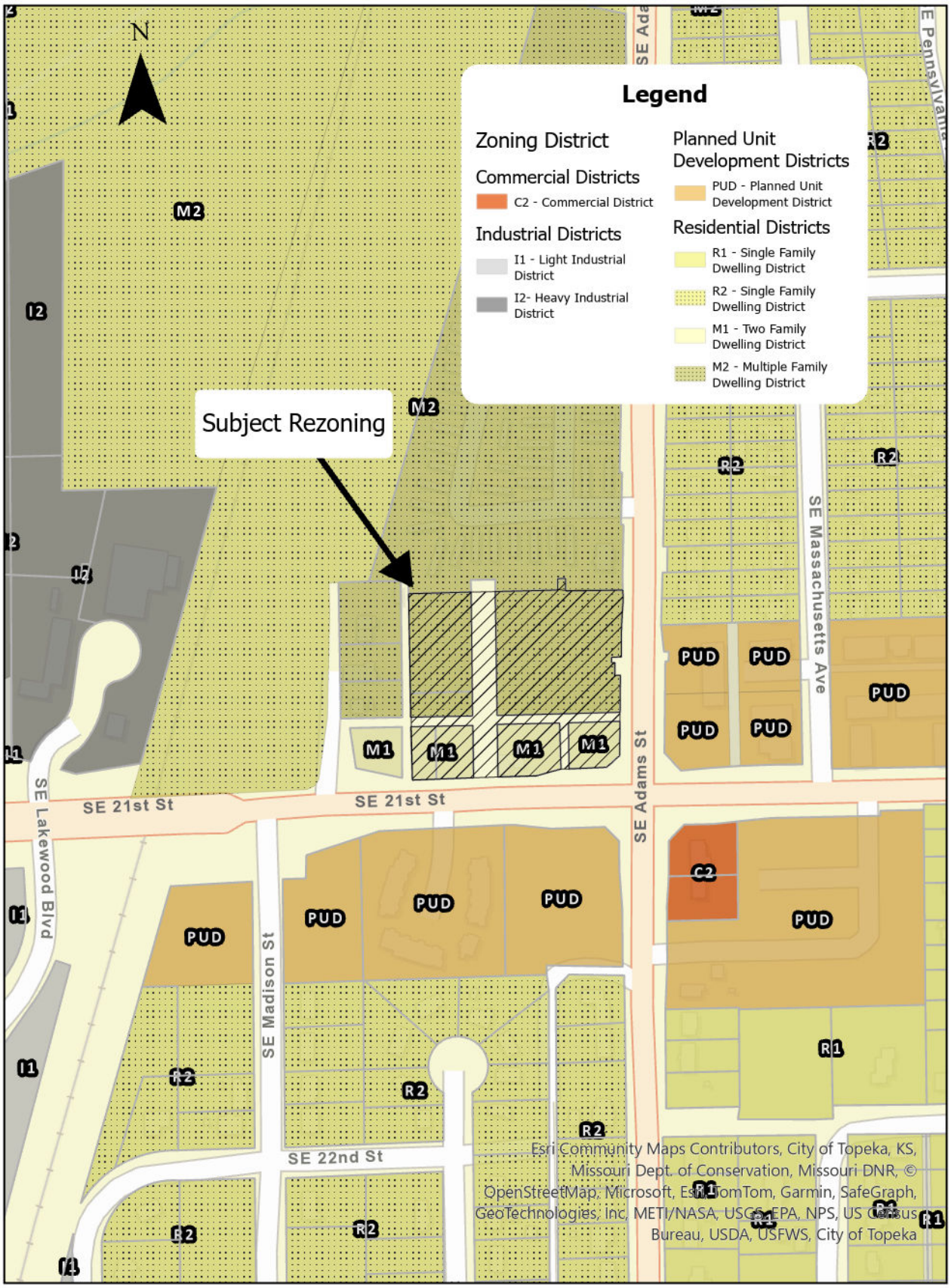
northeast corner of SE 21st and Madison Streets. from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District. (The excluded ¼ acre portion of the property can be described as "what remains of Lots 178, 180, 182, 184, 186 and the adjoining alley rights-of-way.")

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the reclassification of the property, excluding _____, from "M-1" Two-Family Dwelling District and "M-2" Multiple-Family Dwelling District to "C-2" Commercial District

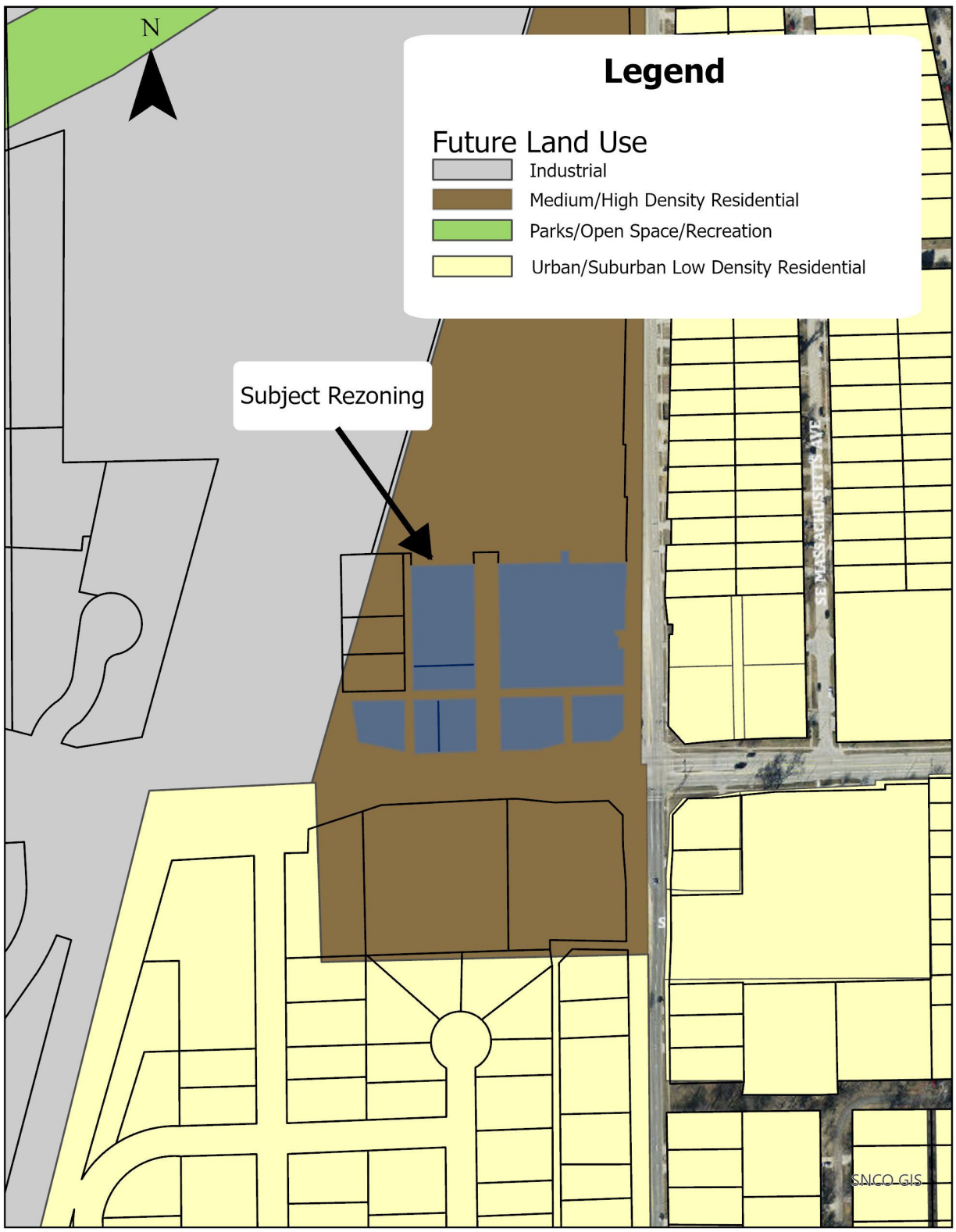
Attachments / Exhibits:
Aerial map
Zoning map
Future land use map
Exhibit of Legal Description
Exhibit – Staff Recommendation
NIM Summary
Topeka Fire Department Comments

Z25/04 SE 21st and Adams - Aerial Map

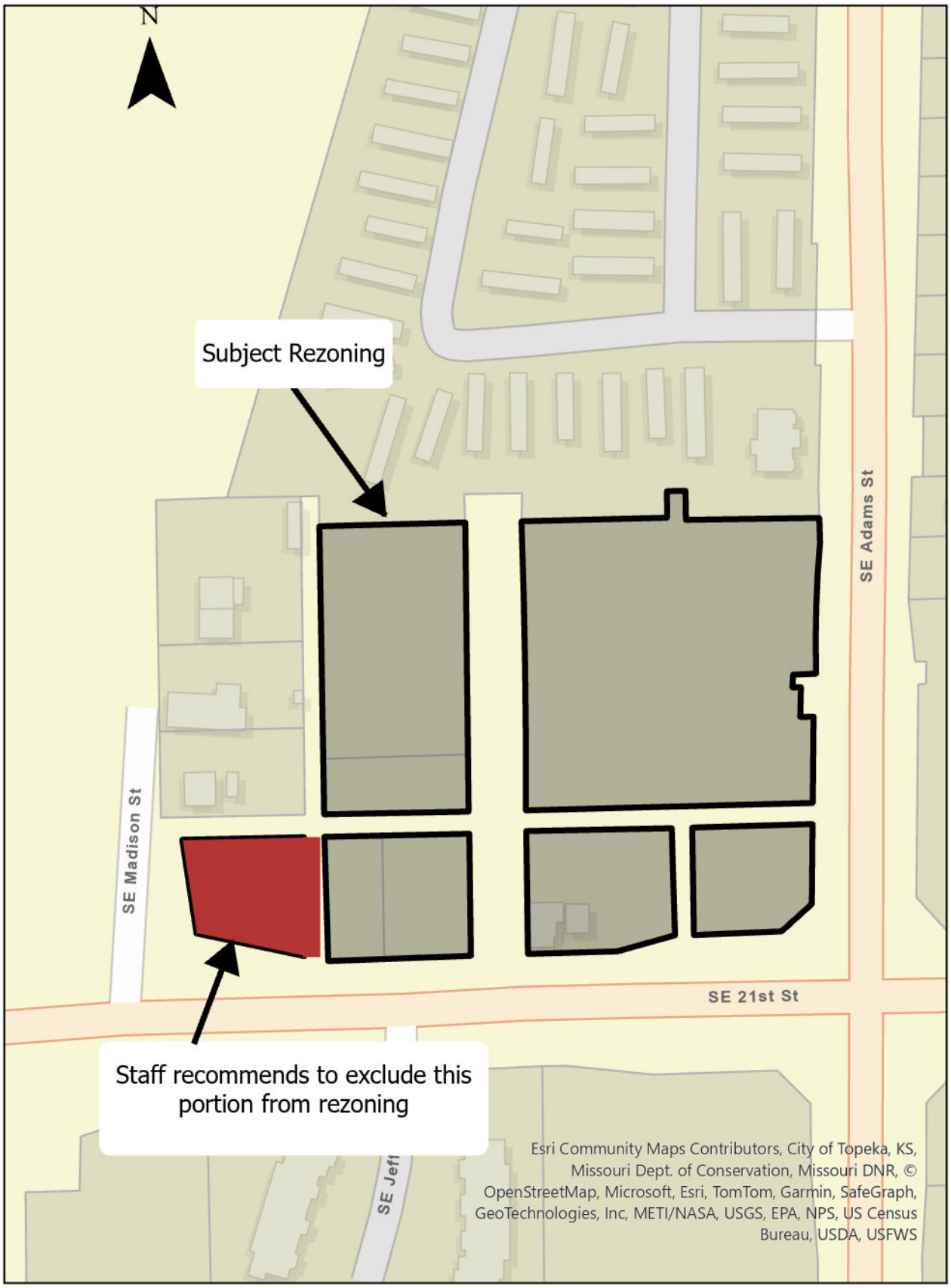
Z25/04 SE 21st and Adams - Zoning Map



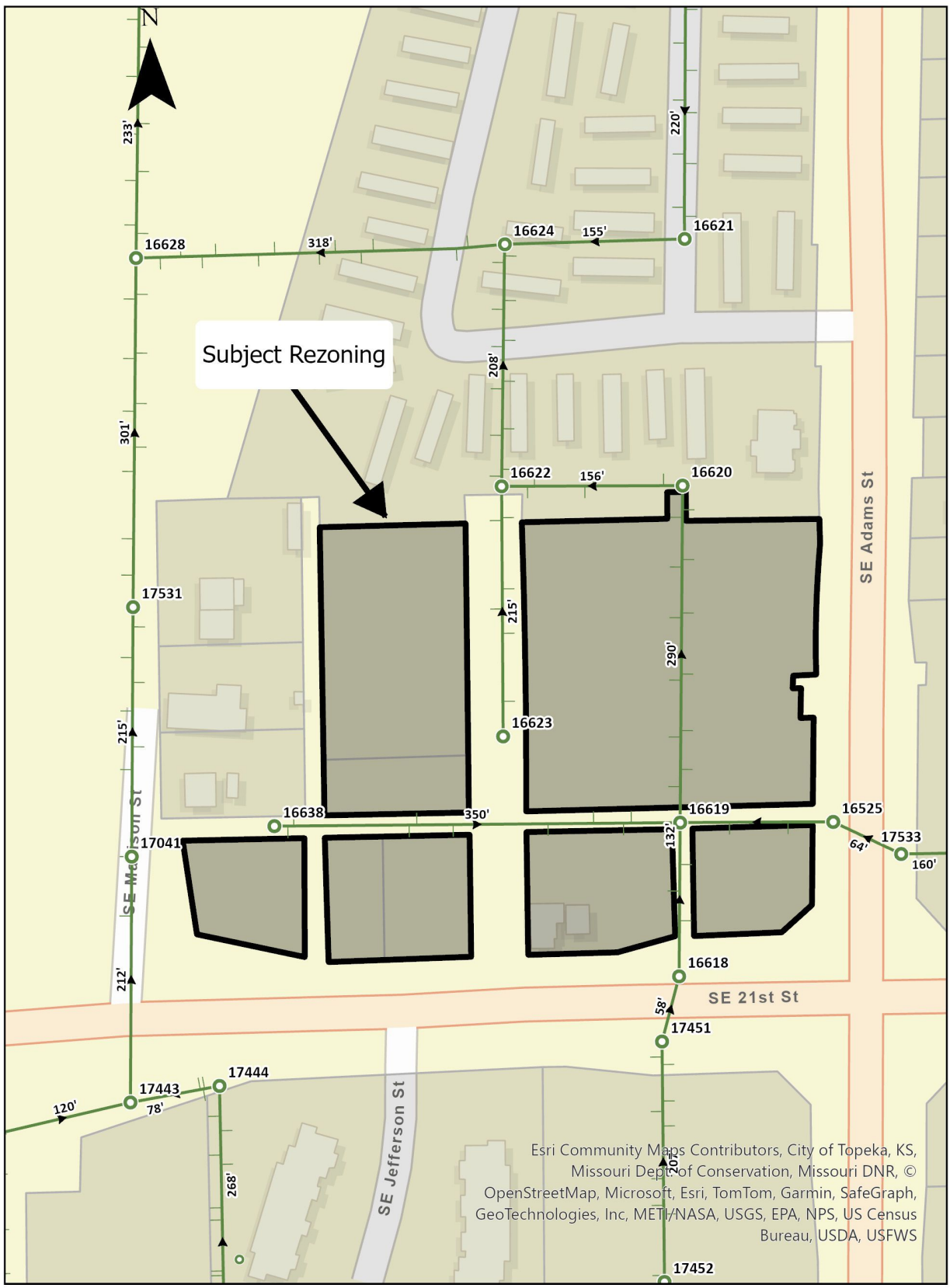
Z25/04 SE 21st and Adams - Future Land Use Map



Z25/04 SE 21st and Adams - Staff Recommendation Exhibit Map



Z25/04 SE 21st and Adams - Sanitary Sewer Utility Map



WIBLE PROPERTY
DEVELOPMENT LLC.

21st & Adams NIM Report

Meeting Location: CRC Building : Avondale East Location
Meeting Date & Time: 2/29/25 @ 5:30 pm
Meeting Lead By: Tyler Wible
City Staff: Mike Hall - Paul Turner
Owner: Nael Mashaal - Was in attendance

Meeting Attendees:

- Dale Cushinberry
- Terry Canady
- Edith Gaives
- Angela Batt
- Sandy Wilkerson
- Jonathan Smith
- Charles Cowell

This project was overall received very positively. The zoning and its usage was found not to be of a concern as long as the project was executed with neighborhood safety in mind. No other concerns were brought forward against the zoning change.

The concerns towards the project pertained primarily to wanting the inlets and outlets planned properly. This was smoothed over solely on the understanding that by having all the land zoned to C-2 that we could work the infrastructure of the easements to best ease that concern. Another concern was the trees, which we plan on leaving as many as we can for a sight & sound buffer along with use for landscaping credits. All other minor project concerns were answered by the restrictions and requirements already in place by the planning department.

Tyler Wible - Owner
Class A General Contractor
520 SE 5th St. Topeka, KS 66607
wible.pd@gmail.com
(785) 430-0697

- Concerns/questions about traffic impacts were primary for most attendees
    - Questions about how new driveways would impact existing flow of traffic
    - Questions about how much new traffic would be generated by the development, streets are already quite busy for local residents
- Some concern about competition with existing gas stations in the region, and what would happen to the property if the development was unsuccessful
- Concerns expressed about 24/7 operation of a convenience store, including late night activity and excessive lighting
- Concern expressed about the traffic and noise impact on Jefferson Villa senior apartments to the South

Notes by Paul Turner

Planner I

City of Topeka

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Dan Warner, AICP, Planning Division Director**	**DOCUMENT #:**	**Z25/03**
SECOND PARTY/SUBJECT:	**Chad Gerhardt**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on a 16-acre property located near the southeast intersection of NW Lyman Road and NW Vail Avenue from "R-1" Single Family Dwelling District all to "M-1" Two Family Dwelling District. *(Z25/03) (Council District No. 2)*

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

(Approval will allow for the development of a maximum of 40 duplexes (80 units) along with associated public infrastructure.)

VOTING REQUIREMENTS:

Governing Body member have the following voting options:

1. Approve the Planning Commission's recommendation by adopting the ordinance. A minimum of 6 votes are required of the Governing Body.
2. Amend the Planning Commission's recommendation by amending the ordinance. A minimum of 7 votes are required is required of the Governing Body.
3. Refuse to approve the Planning Commission's recommendation by rejecting the ordinance. A minimum of 7 votes are required of the Governing Body.

4. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes are required of the Governing Body.

POLICY ISSUE:

Whether to adopt the Planning Commission's recommendation to rezone the property.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the Ordinance.

BACKGROUND:

Z25/03 is a request by Eugene Meier to rezone 16 acres of land from "R-1" Single Family Dwelling District to "M-1" Two Family Dwelling District to accommodate duplexes.

The lots in the area to be rezoned are sufficient to accommodate 40 duplexes (80 dwelling units) at a density of 5 DUs/acre. The proposed zoning is consistent with the North Topeka West Neighborhood Plan.

The applicant conducted a neighborhood information meeting on May 28, 2025. One person attended the meeting in addition to the applicant and Planning staff and asked questions about the proposed development.

The Planning Commission recommended approval on June 16, 2025 by a vote of 8-0. Planning staff recommended approval per the attached staff report.

BUDGETARY IMPACT:

Approval has no impact to the City's budget.

SOURCE OF FUNDING:

Not applicable

ATTACHMENTS:

Description

Ordinance Z25/03
Presentation
Planning Commission Minutes - June 16, 2025 (Z25/03)
Staff Report
Aerial Map
Zoning Map
North Topeka West Future Land Use Plan
Neighborhood Information Meeting Summary (May 28, 2025)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on a 16 acre property located near the southeast intersection of NW Lyman Road and NW Vail Avenue from "R-1" Single Family Dwelling District ALL TO "M-1" Two Family Dwelling District (Z25/03) *(Council District #2)*

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

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

Lots 10-13 Block A; Lots 4-8 Block E; Lots 1-10 Block D; Lots 1-10 Block B; and Lots 1-11 Block C, Meier's Place Subdivision.

FROM "R-1" Single Family Dwelling District TO "M-1" Two Family Dwelling District

Section 2. This Ordinance Number shall be fixed upon the "District Map."

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

Section 4. 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, City of Topeka, Kansas, _____, 2025.

CITY OF TOPEKA, KANSAS

_____
Michael Padilla, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

CITY OF TOPEKA

Z25/04 SE 21st & Adams
Z25/03 **Meier's Place**

Z25/04 SE 21st & Adams

Proposal: Rezone from M-1 Two-Family Dwelling District and M-2 Multiple-Family Dwelling District to C-2 Commercial District

Site: NW corner of SE 21st and SE Adams

~3.8 acres

Previous Use: Vacant

Proposed: Convenience store & gas station

Z25/04 SE 21st and Adams - Aerial Map

Z25/043 Meier's Place

- Proposal: Zoning change from "R-1" Single Family Dwelling to "M-1" Two Family Dwelling
- Site: 16 acres of land located near southeast intersection of NW Vail and NW Lyman
- Existing Use: Undeveloped, farm land
- Proposed Use: Duplexes; Platted in 1995 for Single Family; the owner now desires to build duplexes

CITY OF TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 16, 2025

CASE MINUTES

Members present: Willie Brooks, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, Jeff Lolley, William Naeger, Katy Nelson, and Donna Rae Pearson (7)

Members Absent: Joesph Mauk (1)

Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Mike Hall, Land – Use Planning Manager; Ann- Marie Driver, Planner; Paul Turner, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal Dept

Z25/03 Meier's Place by Eugene Meier, requesting to amend the District Zoning Map on 16 acres of land on the south side of NW Lyman Road approximately 330 feet east of NW Vail Avenue from "R-1" Single Family Dwelling District to "M-1" Two Family Dwelling District.

Staff:
Ann-Marie Driver presented the staff report and the staff's recommendations for approval.

Commissioner Kaup asked about the current parking requirements, and if the new parking regulations are adopted if they would apply to this project. Ms. Driver stated that was correct.

Commissioner Naeger asked about the flood hazard issue and minimal flooding due to the levy in zone x. Ms. Driver stated that most of North Topeka is within the area that is protected by the levy. Due to the levy being in place, it is not a flood hazard area.

Owner Representative:
Chad Gerhardt, Bettis Companies
John Ladson, United Engineering

Mr. Gerhardt stated that he would like to use the property to build duplexes on. The area is already platted with 40 lots and three separate streets (two running north to west and one running east to west).

Commissioner Naeger opened the public comment, with no one coming forward the public comment was closed.

Discussion by Commissioners:

Commissioner Kaup stated that it is "infill development that is taking agricultural land out of production, but it is addressing the housing need. Mr. Kaup also stated that overall, it looks like a good project.

Motion by Commissioner Kaup, **second** by Ms. Nelson **to recommend APPROVAL** of the reclassification of the property from "R-1" Single Family Dwelling District to "M-1" Two Family Dwelling District. **Approved 8-0**

STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT

PLANNING COMMISSION DATE: Monday, June 16, 2025

APPLICATION CASE:	**Z25/03 – Meier's Place Subdivision**
REQUESTED ACTION:	Amend the District Zoning Classification from "R-1" Single Family Dwelling District to "M-1" Two Family Dwelling District
APPLICANT / PROPERTY OWNERS:	Eugene Meier
APPLICANT REPRESENTATIVE:	Chad Gerhardt
PROPERTY LOCATION / PARCEL ID:	Five parcels containing approximately 16 acres located near the southeast intersection of NW Vail and NW Lyman Road / PID: 0962401014001000, 0962401015001140, 0962401013001000, 0962401012001000, 0962401001003000
PROPERTY SIZE:	16 acres
PHOTOS:	NW Lyman Road

NW Vail Avenue

STAFF PLANNER: Ann-Marie Driver, AICP, Planner II

RECOMMENDATION: Approval

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the reclassification of the property from "R-1" Single Family Dwelling District **TO** "M-1" Two Family Dwelling District

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PROJECT AND SITE INFORMATION

PROPOSED USE SUMMARY: The property owner proposes to rezone the16 acre subject property with the intent to build duplexes on most or all of the lots in the subdivision. M-1 zoning will also allow construction of single-family homes on the existing platted lots. The lots in the area to be rezoned are sufficient to accommodate 40 duplexes (80 dwellings) if duplexes are built on all of the lots.

DEVELOPMENT/CASE HISTORY: The subject properties were annexed into the City in 1967 and have remained zoned for single family dwellings since that time. The properties were platted in1995 as part of the 59- lot Meier's Place Subdivision for the development of single-family dwellings. Eighteen of the original lots were rezoned in 2009 to a PUD zoning to accommodate either single family or two-family dwellings.

ZONING AND SURROUNDING PROPERTIES:

East: "M-2" Multiple Family Dwelling District / Undeveloped land and Mobile Home Park

West: "PUD" Planned Unit Development (R-1/M-1 uses)

South: "R-1" Single Family Dwelling District / Undeveloped land and cellular tower

North: "I-1" and "I-2" Light and Heavy Industrial District / Mobile Home Park

SUBDIVISION PLAT:	Lots 10-13 Block A; Lots 4-8 Block E; Lots 1-10 Block D; Lots 1-10 Block B; and Lots 1-11 Block C, Meier's Place Subdivision. The streets, sewers, and other infrastructure for Meier's Place Subdivision have not been constructed. Completion of the public infrastructure must be complete before permits are issued for homes. Completion of the infrastructure and permits for houses and duplexes may be done in phases.
FLOOD HAZARDS/ STREAM BUFFERS:	The properties lie within Zone X Area of Minimal Flooding due to levee protection.
UTILITIES:	Public extensions for stormwater, water and sewer to serve future uses on the property will be required. All required public extensions will be made at the expense of the developer upon approval of public improvement plans by the City Engineer.
TRAFFIC:	A Traffic Impact Analysis may be required by the City Engineer prior to Building Permit issuance.
HISTORIC PROPERTIES:	Not applicable
NEIGHBORHOOD INFORMATION MEETING:	A Neighborhood Information Meeting was held via Zoom Video Conference on Wednesday, May 28, 2025 at 5:30 pm. The applicants and Planning staff attended this meeting. There was one attendee from the public at the meeting. The applicant's meeting summary is attached to this packet.

DEVELOPMENT STANDARDS AND POLICIES

PURPOSE USE STANDARDS:	"M-1" Two Family Dwelling District: *This district is established to provide for the use of two-family and attached single-family dwellings together with specified accessory uses. The purpose of this district is intended to provide for a housing type and arrangement that is distinguished from the single-family detached dwellings and multifamily dwellings provided for elsewhere in these regulations. The location of this district is further intended to provide a transitional use between the single-family detached dwelling districts and other districts which are more intensive*
DIMENSIONAL AND USE STANDARDS:	Building Setbacks: 25 ft front; 25 ft. rear; 5 ft. side Minimum Lot Area: 2,750 sf. Minimum Lot Frontage: 50 ft. Maximum Building Height: 42 ft.
OFF-STREET PARKING:	Off street parking per unit shall be required as indicated by TMC18.240.030 based on land use. For single-family and two-family residential use, one (1) parking space per dwelling is required for dwellings of no more than 950 sf, and two (2) parking spaces per dwelling are required for dwellings of more than 950 sf.
SIGNAGE:	Not applicable

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:	Public improvement plans will be required for extensions of public infrastructure.
FIRE:	No issues with the rezoning
DEVELOPMENT SERVICES:	No issues with the rezoning. Permits will be required. All applicable building and site construction activity permits will be required prior to commencement of land disturbance or construction on the site, including construction plans, civil plans, and stormwater management plans.

KEY DATES

SUBMITTAL:	May 2, 2025
NEIGHBORHOOD INFORMATION MEETING:	May 28, 2025
LEGAL NOTICE PUBLICATION:	May 21, 2025
PROPERTY OWNER NOTICE:	May 23, 2025

STAFF ANALYSIS

In accordance with Topeka Municipal Code Section 18.245.020, the following findings and conclusions are presented for consideration and adoption. These findings and conclusions reflect the "golden factors" per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court.

CHARACTER OF NEIGHBORHOOD: The subject properties are located south of NW Lyman Road and east of NW Vail Avenue in an area containing a mixture of mobile home parks, undeveloped land, agricultural land, single family residences and light industrial uses on the south side of NW U.S. 24 Highway. Because of the existing land uses and the location of the subject property, residential duplexes will not substantially detract from the character of the neighborhood.

ZONING AND USES OF SURROUNDING PROPERTIES: The surrounding zoning and land uses to the west, south, and east is residential in land use and zoning. The zoning to the north is "I-1" Light Industrial District and used as a mobile home park. The subdivision to the west is platted and has begun developing for single family houses. The 51 acre property directly to the south is zoned "R-1" Single Family Dwelling District and has historically been used for agricultural/pasture land. The properties to the east are zoned "M-2" Multiple Family Dwelling District and used as both agricultural land and a mobile home park. The proposed zoning of "M-1" Two Family Dwelling District allows for a suitable transition between the existing PUD zoning to the east and the "M-2" zoning to the west as consistent with the intention of the "M-1" zoning district classification, which states, *the location of this district is further intended to provide a transitional use between the single-family detached dwelling districts and other districts which are more intensive*.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject properties have historically remained zoned for single family dwellings since annexed in 1967. The original "A" Single Family Dwelling zoning district converted to "R-1" in 1992 with a comprehensive

code update. The site has remained undeveloped and used as agricultural land since this time. The subject properties (40 lots) were platted as part of the original 59 lot Meier's Place Subdivision in 1995 for single family dwellings but have yet to develop as platted. In 2009, 18 lots of the original subdivision were rezoned to a PUD to accommodate either "R-1" or "M-1" uses. There has been little or no development activity on these properties since that time.

CONFORMANCE TO COMPREHENSIVE PLAN: The proposed "M-1" District zoning classification is in conformance with the land use principles and policies of the North Topeka West Neighborhood Plan, which designates the properties for *Low Density Residential* land uses. This category is intended for those areas of North Topeka West that are developed without a significant mixing of non-residential uses and further indicates new development shall be compatible with single– and two- family dwellings within the range of 4-7 dwelling units per acre. At 5 DUs/acre, the density of the proposed development falls within this acceptable range. Additionally, providing a greater range of dwelling units is consistent with Topeka's Housing Market Strategy, which encourages more variability of dwelling units than primarily single-family detached dwellings.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: The properties are still suitable for development as restricted under the present zoning of "R-1" Single Family Dwelling District. However, the properties have also seen little or no development activity in the 30 years since they were platted for single family dwellings, which might indicate a lack of market support or economic infeasibility for single family homes at this location. The proposed "M-1" zoning will enable the property owner to construct either duplexes or single family detached dwellings. Accommodating either duplexes or single-family detached dwellings on the properties is still suitable and provides greater housing variability within the area, in addition to allowing the owner greater flexibility to market their properties. The proposed "M-1" zoning allows for a suitable transition between the PUD to the west and the "M-2" zoning to the east.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of the restrictions associated with the current R-1 zoning is not expected to have any substantial detrimental effect on adjacent properties based on pattern of the surrounding zoning, land uses and planned development.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: As no detrimental effects are anticipated, there should be no significant loss to the public health, safety and welfare by reclassification of the property's zoning to "M-1" Two Family Dwelling District. The rezoning will enable the owner to build either duplexes or single-family residences will assist the owner in better marketing the property since greater than thirty years has elapsed since the property was platted and still remains almost entirely vacant.

AVAILABILITY OF PUBLIC SERVICES: The streets, sewers, and other infrastructure for Meier's Place Subdivision have not been constructed. Completion of the public infrastructure must be complete before permits are issued for homes. Completion of the infrastructure and permits for houses and duplexes may be done in phases. Required extensions of infrastructure are generally the responsibility of the developer. The Capital Improvement Plan lists a street and sidewalk project along NW Lyman from Vail to Tyler.

STAFF RECOMMENDATION:

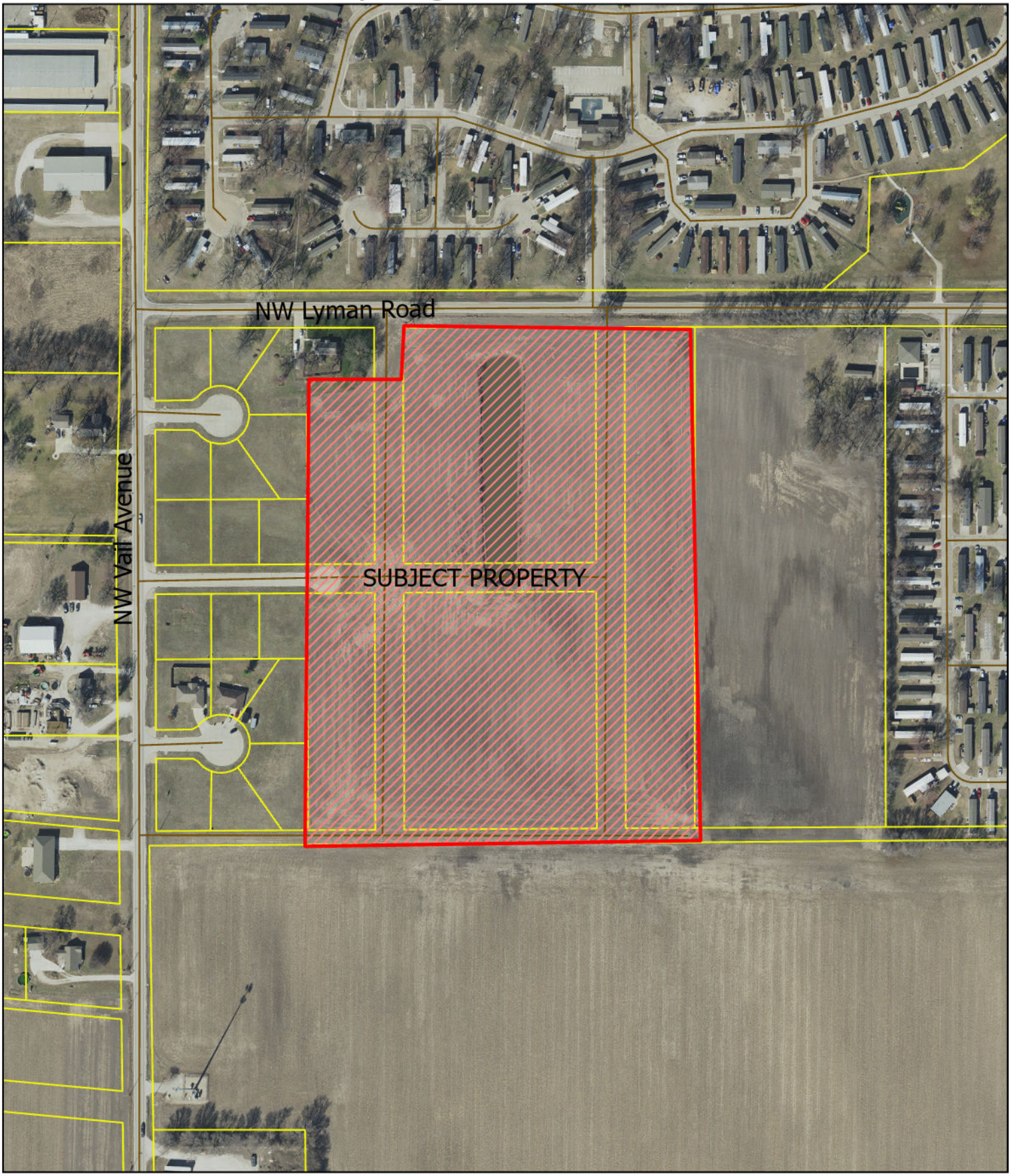
RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends **APPROVAL** of the reclassification of the property from "R-1" Single Family Dwelling District "TO M-1" Two Family Dwelling District

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the reclassification of the property from "R-1" Single Family Dwelling District "TO "M-1" Two Family Dwelling District

Attachments / Exhibits:

Aerial map
Zoning map
N. Topeka West Future land use map
Neighborhood Meeting Summary

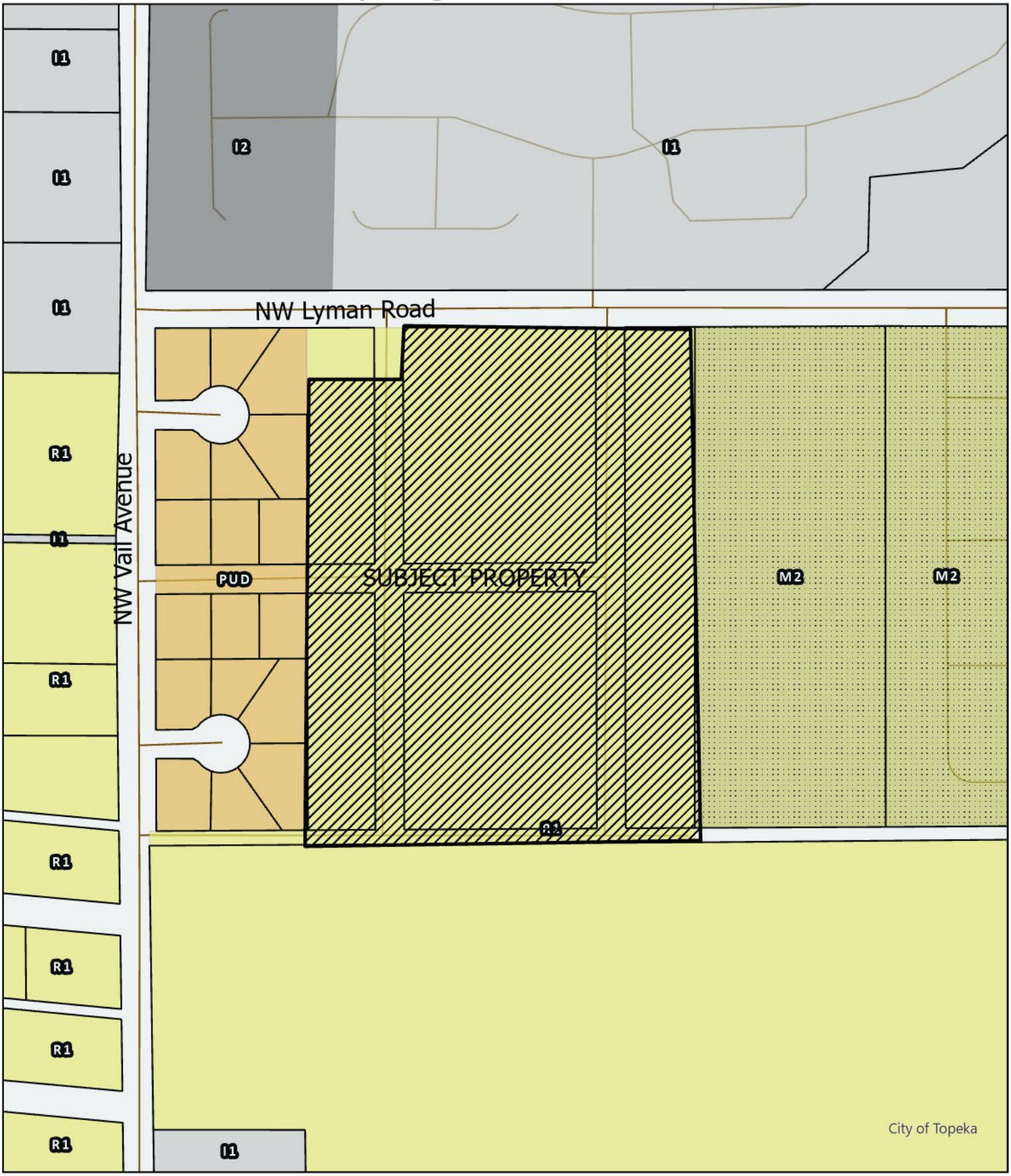
Z25/03 Meier's Place By: Eugene Meier



Aerial Map

N

Z25/03 Meier's Place By: Eugene Meier



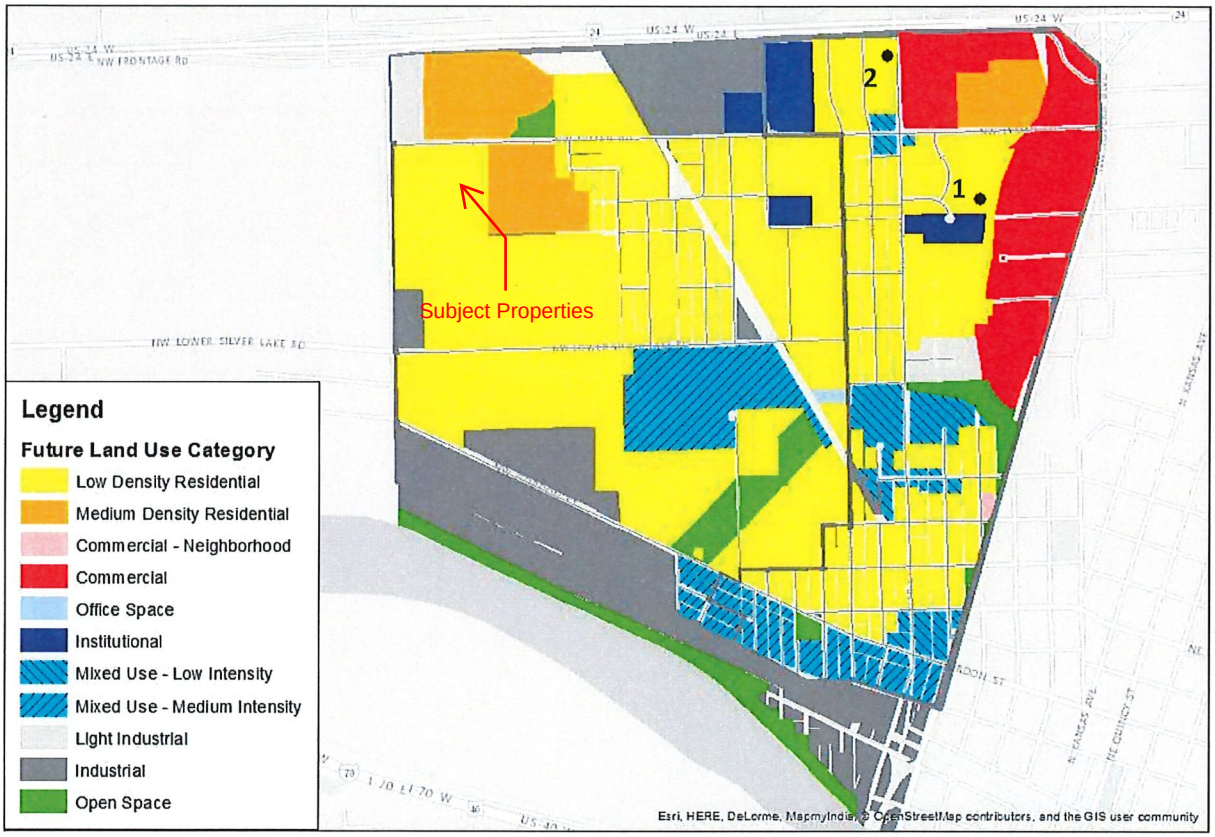
Zoning Map

N

IV. FUTURE LAND USE PLAN

Map 10: Future Land Use

North Topeka West Planning Area



LAND USE PLAN CATEGORIES

Residential – Low Density: This category reserves interior areas of North Topeka West that primarily front "local" low volume streets. These areas are fully developed with single-family housing, without a significant mixing of non-residential uses. New development in this area should be compatible with single family or duplex housing, and could include such uses as churches, small-scale daycares and institutional uses.

Primary Uses: single- and multi-family dwellings
Zoning Districts: R-1, R-2
Density: 4-7 dwelling units/acre (net)

RECAP OF ZOOM MEETING ON MEIER'S PLACE SUBDIVISION
REQUEST FOR RE-ZONING
HELD ON MAY 28, 2025

In attendance at the meeting were the following:

Applicant:
Chad Gerhardt – Director of Sales for Mid-States Materials, LLC
Lee Hendricks – General Counsel, Bettis Companies

City
Michael Hall – Land Use Planning Manager, City of Topeka
Ann-Marie Driver – Planner, City of Topeka

Public
Mike Rissen – Owner of property at 725 NW Vail Avenue

The meeting was called to order at 5:30 PM.

Chad Gerhardt for the Applicant shared a short slide presentation discussing the nature of the proposed project. He showed a filed City plat which reflected the current zoning of PUD on the west half of the subdivision, with the east half being the subject of this re-zoning.

Gerhardt shared that the intent of the Applicant is to rezone forty (40) lots from R-1 to M-1 to construct duplexes, totaling eighty (80) residential living spaces.

Gerhardt showed that the surrounding area is already composed of multi-family zoned parcels which are similar in nature to what the Applicant is requesting.

Mike Rissen asked a question about the intent of the applicant to improve the streets in the proposed development. Gerhardt shared that the Applicant planned to improve 8th Street from Vail Avenue to Courtland Avenue, Courtland Avenue from Lyman Road to 6th Street and Broadmoor Avenue from Lyman Road to Sixth Street.

Ann-Marie Driver asked a question about the phasing of the roads and homes. Gerhardt responded that the roads would all be completed at once and the duplexes would be completed in phases which would be approved by the fire department and any other necessary parties.

Michael Hall generally discussed the nature of the upcoming planning commission meeting on the re-zoning request to be held on June 16th. He discussed with Mike Rissen that this would be an opportunity to share comments with the planning commission, and also stressed the value of asking any questions of the Applicant prior to the meeting to ensure he obtains all the necessary information he might require. Gerhardt and Lee Hendricks shared their contact information and the City representatives did the same.

Mike Rissen asked a question about how this development would affect safety in the area. He said there are currently instances of people walking in the area looking for opportunities to steal personal property. Lee Hendricks discussed that there is no silver bullet to solve that issue, but that his thought would be that more development means more eyes to watch for such activity. He also discussed that improvement of the area only enhances its value and that of neighbors. Michael Hall said there is no data he can share that addresses whether more homes lessens or increases crime in a given area.

Hall again discussed that the proper forum to share concerns Rissen or his neighbors might have is at the Planning Commission meeting, as there will be a greater opportunity to comment in that 6/16 meeting as opposed to the subsequent City Council meeting.

The meeting was adjorned at 5:56 PM.

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Braxton Copley, Deputy City Manager**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Reinvestment Housing Incentive Districts (RHID) Policy Amendment**	**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, amending City of Topeka's policy for Reinvestment Housing Incentive Districts to add Capitalization Rate Criteria and rescinding Resolution No. 9627. *(Policy and Finance Committee recommended approval on July 8, 2025.)*

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

(Approval would amend the policy to include Capitalization Rate Criteria.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve adding Capitalization Rate Criteria.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The City has established a policy governing the use of Reinvestment Housing incentive Districts. One of the critical factors is the application process is the use of the “But For” test to determine whether the project would not be able to proceed without the use of the RHID incentive. As part of our review of the RHID policy it was

determined that certain types of development should be prioritized or incentivized. The proposed revisions to the policy incentivize certain types of development by allowing for a higher capitalization rate to be used in determining the appropriate amount of incentive under the “But For” test. These include the following: Downtown Redevelopment; Workforce Housing; Affordable Housing; Historically Undeveloped Areas: Blighted Areas and a willingness to incorporate restrictive covenants ensuring long term affordability, restrictions on transfer of ownership; quality standards or other public benefits.

Policy and Finance Committee recommended approval on July 8, 2025, by a vote of 3-0-0.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Proposed Resolution
Policy and Finance Committee Report (July 8, 2025)
Policy & Finance Committee Meeting Minutes Excerpt (July 8, 2025)
City RHID Policy (Resolution 9627)

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Dr. Robert M. Perez amending City of Topeka's policy for Reinvestment Housing Incentive Districts to add Capitalization Rate Criteria and rescinding Resolution No. 9627.

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 declared purpose of the Reinvestment Housing Incentive District Act is to encourage the development and renovation of housing in areas of Kansas that experience a shortage of housing by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing; and

WHEREAS, the Housing Study identified a need for approximately 720~~420~~ units annually ~~per year over the next 5 years~~ to keep up with anticipated demand and another 2,367~~00~~ units to catch up from past demand in order to have a balanced market with lower housing cost burdens; and

WHEREAS, to meet these housing goals, the City recognizes the need to occasionally assist in the redevelopment of property located within the City by the creation of Reinvestment Housing Incentive Districts (RHID), an economic development tool established by K.S.A. 12-5241 et seq. for the financing of qualified redevelopment projects; and

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

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

WHEREAS, the City desires to use 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

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

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 720~~420~~ units per year over the next 20~~5~~ years through 2040 to keep up with anticipated demand and another 2,367~~00~~ units to catch up from past demand in order to have a balanced market with lower housing cost burdens. The City~~'s~~ currently averages around 240 ~~3-year average is almost 270~~ new residential units per year. Therefore, a target of up to 4,470~~3,100~~ units by 2030 ~~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, updating the housing study, preparation of necessary resolutions, ordinances, publication notices, development agreement, and statutory feasibility findings. The City will first apply the nonrefundable application fee described below towards the costs. Once a better estimate of costs is obtained, the City may, at its sole discretion, require a deposit to cover outstanding costs. If an additional deposit is required in addition to the nonrefundable application fee, the City shall return any balance from this deposit upon the applicant's withdrawal of the application or the conclusion of the approval processes.
- Provide the contractual and financial feasibility guarantees contemplated in the RHID statute (see K.S.A. 12-5245(a)(6)).
- Provide detailed information regarding the type, timing and implementation plan for the housing they propose to develop.
- Provide all information to the City required to effect an RHID project plan, as contemplated by Kansas law.
- Provide evidence in support of its need for RHID incentive under the but-for principle.

SECTION TWO: PROCESS

1. Creation of a District. The City intends to use the Housing Study, as updated from time-to-time at the discretion of the City, to meet the statutory requirement (K.S.A. 12-5244) that the City conduct a "housing needs analysis" to determine that "housing needs exist" in Topeka.

Either the City or a housing developer may initiate the district creation process by delivering to the City Manager a District Application consisting of the following:

a) A cover letter requesting the creation of a district, including a general description of the housing development expected to occur within the district, 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.

b) A legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.

c) Evidence of site control or a detailed plan for which the developer intends to secure site control.

d) A 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.

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. <u>Creation of a Housing Development Plan</u>. 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.

(g) A listing of the 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 purpose of this requirement, “housing developer(s)” means both the name of the business entity or entities, and the natural persons comprising the ownership of such entity or entities.

(h) 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.

(i) A narrative describing all public incentives sought in support of the planned project (including those that might be provided by other government agencies, foundations or non-profits), including identification of whether the developer seeks potential bond financing related to the RHID.

(j) A detailed construction schedule, identifying any phasing of construction anticipated.

(k) 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).

(l) 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 “Housing Development Plan”), along with commercially reasonable information evidencing developer’s financial and operational capabilities to effect the proposed project as presented.

Unless there are extenuating circumstances, within fifteen (15) days of receipt of a complete Housing Development Plan, the City Manager will direct the City’s Finance Director, or other City Manager designee, to review the Housing Development Plan for completeness (compared both to statutory requirements and the requirements of this policy), to prepare a financial analysis of the developer’s proposal and to provide a written report to the City in conformance with K.S.A. 12-5245(a)(7).

Also, within fifteen (15) days of receipt of the complete Housing Development Plan, the Developer shall enter into a funding agreement with the City under which the developer(s) will agree to pay the City sufficient moneys to cover the City’s costs in analyzing and effecting the Housing Development Plan.

The City’s Finance Director may request additional information from the developer to assist in its analysis and the developer may request to provide certain information directly to the City’s Finance Director, particularly with respect to its financial capacity to perform. The Finance Director may also consider: (a) the extraordinary or unique costs of the 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.

Capitalization Rate Criteria. The RHID Review Team may recommend a higher capitalization rate (cap rate) than the standard cap rate for that type of development (i.e. office or apartment) for projects that substantially meet one or more of the following criteria:

(a) Downtown redevelopment: Projects located within Topeka's designated central business district that contribute to the revitalization goals outlined in current downtown development plans.

(b) Workforce housing: Projects that create housing units specifically designated and priced for workforce households earning between 61% and 120% of the Area Median Income (AMI).

(c) Affordable housing: Projects that create housing for households below 60% AMI

(d) Historically undeveloped areas: Projects developed on parcels that have been vacant or undeveloped for at least 15 years and present unique development challenges.

(e) Blighted areas: Projects in designated blighted areas as defined by K.S.A. 12-1770a that remediate deteriorated structures, infrastructure deficiencies, or environmental concerns.

(f) Restrictive covenants: Projects that incorporate restrictive covenants ensuring long-term affordability, restrict transfer of ownership, quality standards, or other public benefits as approved by the City.

The RHID Review Team shall document how projects meet these criteria when recommending the higher capitalization rate in their report to the Governing Body.

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:

(a) The City Attorney, or appropriate designee, will prepare the resolution contemplated in K.S.A. 12-5245(b), setting a date for a public hearing on the creation of the district for inclusion on a regular City Governing Body agenda within thirty (30) days of the action of the RHID Review Team.

(b) The City Attorney, or appropriate designee, will draft a development agreement and enter into negotiations with the developer and its counsel on the contents of such development agreement. The purpose of the development agreement will be to translate into contract form the rights, responsibilities and obligations of both the City and the developer in the implementation of the housing development plan. The City Attorney may involve the City's financial advisor, bond counsel and other resources in the development and review of the development agreement.

(c) The City's Finance Director will finalize its analysis for inclusion in the Governing Body agenda packet and will incorporate any provisions from the development agreement that might affect its analysis.

(d) The City Manager will work with appropriate City departments to review project budgets for any capital improvements required to effect the housing development plan.

(e) The City Planning Director, or appropriate designee, will work with the developer to effect any planning and zoning approvals required to effect the housing development plan.

4. Governing Body Review and Approval. Once a housing development plan is recommended for approval from the RHID Review Team, it will appear on the Governing Body agenda as follows:

(a) A resolution setting a public hearing on the creation of the district, consistent with the requirements of K.S.A. 12-5245(b), at least thirty (30) and not more than seventy (70) days from the adoption date of this resolution.

(b) After this public hearing is held, at the same meeting or at a subsequent meeting, the Governing Body may consider an ordinance creating the district and adopting the housing development plan.

(c) At the meeting at which the Governing Body considers the ordinance creating the district and adopting the housing development plan it will also consider:

i. Approval of the fully-negotiated development agreement(s) with the housing developer(s) for the project(s).

ii. Approval of any other City-provided incentives related to the project(s).

iii. Approval of project budgets related to any City-financed infrastructure related to the project(s) including the adoption or amendment of the CIB/CIP, if necessary.

iv. Approval of any planning or zoning matters required to effect the 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).
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(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. 9627 is hereby rescinded.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

_____
Michael A. Padilla, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET
COMMITTEE REPORT

Name of Committee:	Policy & Finance
Title:	Resolution – Reinvestment Housing Incentive Districts (RHID) Policy Amendment.
Date referred from Council meeting:	
Date referred from Committee:	July 8, 2025
Committee Action:	MOTION: Committee chair Duncan made a motion to approve and move forward to the Governing Body for action. Committee member Hoferer seconded. Motion approved 3-0-0.
Comments:	
Members of Committee:	Councilmembers Spencer Duncan (Chair), Marcus Miller, Michelle Hoferer
Agenda Date Requested:	July 15, 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
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EXCERPT

HOLLIDAY 1st FLOOR CONFERENCE ROOM, Topeka, Kansas, Tuesday, July 8, 2025. The Policy & Finance Committee members met at 10:00 A.M., with the following Committee members present: Duncan (Chair), Marcus Miller, Michelle Hoferer.

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

APPROVAL by the Committee to proceed to the Governing Body to amend the City of Topeka's policy for Reinvestment Housing Incentive Districts (RHID) to add Capitalization Rate Criteria and rescinding Resolution No. 9627.

Resolution – Reinvestment Housing Incentive District (RHID) Policy

Deputy City Manager Braxton Copley spoke to the proposal to amend the City of Topeka's policy for Reinvestment Housing Incentive District (RHID) policy and to add Capitalization Rate Criteria and rescinding Resolution No. 9627. He added the "but-for" test is utilized to determine the calculation for the rate of return. He continued to speak to the appropriate capitalization rate for multifamily housing including factors as; length of time until development, providing low-income housing, and locating an intensive care neighborhood. Lastly, he spoke to the proposed policy to add language and allow the RHID Review Team to recommend the higher capitalization rate if there are certain factors such as (1) Downtown redevelopment (2) Workforce housing (3) Affordable housing (4) Historically undeveloped areas (5) Blighted areas (6) Restrictive covenants.

Committee chair Spencer Duncan recapped the proposed changes and expressed his support for the change in policy for the capitalization rate criteria.

Committee member Michelle Hoferer inquired if there were any other language changes. Planning & Development Director Rhiannon Friedman responded according to the 2020 Citywide Housing Market Study and Strategy ("Housing Study) it was identified there was a need to update the number of units to meet the anticipated housing demand in the market.

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

****

RESOLUTION NO. 9627

A RESOLUTION introduced by City Manager Dr. Robert M. Perez amending City of Topeka's policy for Reinvestment Housing Incentive Districts and rescinding Resolution Nos. 9379 and 9452.

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 declared purpose of the Reinvestment Housing Incentive District Act is to encourage the development and renovation of housing in areas of Kansas that experience a shortage of housing by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing; 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, to meet these housing goals, the City recognizes the need to occasionally assist in the redevelopment of property located within the City by the creation of Reinvestment Housing Incentive Districts (RHID), an economic development tool established by K.S.A. 12-5241 et seq. for the financing of qualified redevelopment projects; and

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

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

WHEREAS, the City desires to use 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

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

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,

updating the housing study, preparation of necessary resolutions, ordinances, publication notices, development agreement, and statutory feasibility findings. The City will first apply the nonrefundable application fee described below towards the costs. Once a better estimate of costs is obtained, the City may, at its sole discretion, require a deposit to cover outstanding costs. If an additional deposit is required in addition to the nonrefundable application fee, the City shall return any balance from this deposit upon the applicant's withdrawal of the application or the conclusion of the approval processes.

- Provide the contractual and financial feasibility guarantees contemplated in the RHID statute (see K.S.A. 12-5245(a)(6)).
- Provide detailed information regarding the type, timing and implementation plan for the housing they propose to develop.
- Provide all information to the City required to effect an RHID project plan, as contemplated by Kansas law.
- Provide evidence in support of its need for RHID incentive under the but-for principle.

SECTION TWO: PROCESS

1. Creation of a District. The City intends to use the Housing Study, as updated from time-to-time at the discretion of the City, to meet the statutory requirement (K.S.A. 12-5244) that the City conduct a "housing needs analysis" to determine that "housing needs exist" in Topeka.

Either the City or a housing developer may initiate the district creation process by delivering to the City Manager a District Application consisting of the following:

a) A cover letter requesting the creation of a district, including a general description of the housing development expected to occur within the district, 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.

b) A legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.

c) Evidence of site control or a detailed plan for which the developer intends to secure site control.

d) A 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.

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.

(g) A listing of the 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 purpose of this requirement, "housing developer(s)" means both the name of the business entity or entities, and the natural persons comprising the ownership of such entity or entities.

(h) 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.

(i) A narrative describing all public incentives sought in support of the planned project (including those that might be provided by other government agencies, foundations or non-profits), including identification of whether the developer seeks potential bond financing related to the RHID.

(j) A detailed construction schedule, identifying any phasing of construction anticipated.

(k) 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).

(l) 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 "Housing Development Plan"), along with commercially reasonable information evidencing developer's financial and operational capabilities to effect the proposed project as presented.

Unless there are extenuating circumstances, within fifteen (15) days of receipt of a complete Housing Development Plan, the City Manager will direct the City's Finance Director, or other City Manager designee, to review the Housing Development Plan for completeness (compared both to statutory requirements and the requirements of this policy), to prepare a financial analysis of the developer's proposal and to provide a written report to the City in conformance with K.S.A. 12-5245(a)(7).

Also, within fifteen (15) days of receipt of the complete Housing Development Plan, the Developer shall enter into a funding agreement with the City under which the developer(s) will agree to pay the City sufficient moneys to cover the City's costs in analyzing and effecting the Housing Development Plan.

The City's Finance Director may request additional information from the developer to assist in its analysis and the developer may request to provide certain information directly to the City's Finance Director, particularly with respect to its financial capacity to perform. The Finance Director may also consider: (a) the extraordinary or unique costs of the 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:

(a) The City Attorney, or appropriate designee, will prepare the resolution contemplated in K.S.A. 12-5245(b), setting a date for a public hearing on the creation of the district for inclusion on a regular City Governing Body agenda within thirty (30) days of the action of the RHID Review Team.

(b) The City Attorney, or appropriate designee, will draft a development agreement and enter into negotiations with the developer and its counsel on the contents of such development agreement. The purpose of the development agreement will be to translate into contract form the rights, responsibilities and obligations of both the City and the developer in the implementation of the housing development plan. The City Attorney may involve the City's financial advisor, bond counsel and other resources in the development and review of the development agreement.

(c) The City's Finance Director will finalize its analysis for inclusion in the Governing Body agenda packet and will incorporate any provisions from the development agreement that might affect its analysis.

(d) The City Manager will work with appropriate City departments to review project budgets for any capital improvements required to effect the housing development plan.

(e) The City Planning Director, or appropriate designee, will work with the developer to effect any planning and zoning approvals required to effect the housing development plan.

4. Governing Body Review and Approval. Once a housing development plan is recommended for approval from the RHID Review Team, it will appear on the Governing Body agenda as follows:

(a) A resolution setting a public hearing on the creation of the district, consistent with the requirements of K.S.A. 12-5245(b), at least thirty (30) and not more than seventy (70) days from the adoption date of this resolution.

(b) After this public hearing is held, at the same meeting or at a subsequent meeting, the Governing Body may consider an ordinance creating the district and adopting the housing development plan.

(c) At the meeting at which the Governing Body considers the ordinance creating the district and adopting the housing development plan it will also consider:

i. Approval of the fully-negotiated development agreement(s) with the housing developer(s) for the project(s).

ii. Approval of any other City-provided incentives related to the project(s).

iii. Approval of project budgets related to any City-financed infrastructure related to the project(s) including the adoption or amendment of the CIB/CIP, if necessary.

iv. Approval of any planning or zoning matters required to effect the 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.

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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.

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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

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger

Brenda Younger, City Clerk

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Steve Groen, Public Works Director**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Amending the 2025-2027 CIB and 2025-2034 CIP - SE 29th Street and Kansas Avenue**	**PROJECT #:**	**701039.00**
CATEGORY/SUBCATEGORY	**020 Resolutions / 004 Public Improvements**		
CIP PROJECT:	**Yes**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers David Banks, Sylvia Ortiz and Neil Dobler, amending the 2025-2027 CIB and 2025-2034 CIP to provide additional funding for Project No. 701039.00 for street improvements to SE 29th Street from Kansas Avenue to Adams Street. *(This item will be considered by the Public Infrastructure Committee on July 15, 2025.)*

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

(The total project budget is $4,024,050 for street improvements to SE 29th Street from Kansas Avenue to Adams Street.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425). The Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds $250,000. At its meeting on July 15, 2025, the Public Infrastructure Committee recommended approval to amend the 2025-2027 CIB/2025-2034 CIP to provide additional funding for Project No. 701039.00 for street improvements to SE 29th Street from Kansas Avenue to Adams Street.

This item will be considered by the Public Infrastructure Committee on July 15, 2025.

BUDGETARY IMPACT:

$300,000

SOURCE OF FUNDING:

Federal Funds Exchange $300,000

ATTACHMENTS:

Description

Resolution & Exhibit A
PI Committee Meeting Report (July 15, 2025)
PI Committee Meeting Minutes Excerpt (July 15, 2025)

RESOLUTION NO. _____

A 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 increase the budget for street improvements to SE 29th Street from Kansas Avenue to Adams Street, Project No. 701039.00.

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

WHEREAS, on July 15, 2025, the Public Infrastructure Committee favorably considered staff's request to amend the CIP/CIB to increase the budget for Project No. 701039.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that the 2025-2034 CIP and 2025-2027 CIB, as approved by Resolution No. 9520, be amended to include additional funding for Project No. 701039.00 for street improvements to SE 29th Street from Kansas Avenue to Adams Street as further described in the Capitol Improvement Project Summary (Exhibit A) which is attached herein and incorporated by reference.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

_____
Michael A. Padilla, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Summary

Project Name:	**SE 29th St. - Kansas Ave. to Adams St**	**Department:**	Public Works
Project Number:	701039.00	**Division:**	Engineering
Primary Funding Source:	Fix Our Streets Sales Tax	**Contact:**	Mark Schreiner
Multiple Funds:	Yes	**New Project?**	No
Council District(s):	4	**1st CIP Year:**	2022
Total Budget	$ 4,024,050	**Type:**	Project

Project Description & Justification:

This project will involve mill and overlay, minor base patching, and curb replacement. Design is scheduled for 2024, with construction set for 2025. It's important to note that the width restriction at the railroad overpass will not be addressed in this project. New signals will be installed at Fremont. Construction of this project will coincide with the Bridge project on SE 29th Street over Butcher Creek, which will also encompass waterline replacement and storm sewer work. Currently, an RFP is being prepared for design services.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Design/Admin Fees	$ 369,050	$ -	$ -	$ -	$ -	$ -	$ -	$ 369,050
Right of Way	$ -	$ 110,000	$ -	$ -	$ -	$ -	$ -	$ 110,000
Construction/Service Fees	$ -	$ 2,635,000	$ -	$ -	$ -	$ -	$ -	$ 2,635,000
Contingency	$ -	$ 900,000	$ -	$ -	$ -	$ -	$ -	$ 900,000
Cost of Issuance (Rev/GO Bonds)	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000
Totals	**$ 369,050**	**$ 3,655,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,024,050**

Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Fix Our Streets Sales Tax	$ 369,050	$ 3,355,000	$ -	$ -	$ -	$ -	$ -	$ 3,724,050
Federal Funds Exchange	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
Totals	**$ 369,050**	**$ 3,655,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,024,050**

COMMITTEE REFERRAL SHEET
COMMITTEE REPORT

Name of Committee:	Public Infrastructure
Title:	Resolution to amend the 2025-2034 CIP and the 2025-2027 CIB to increase the budget for street improvements to SE 29th Street from Kansas Avenue to Adams Street. Project No. 701039.00.
Date referred from Council meeting:	
Date referred from Committee:	July 15, 2025
Committee Action:	MOTION: Committee member Dobler made a motion to approve and move forward to the Governing Body for action. Committee member Ortiz seconded. Motion approved 3-0-0.
Comments:	
Amendments:	
Members of Committee:	Councilmembers Sylvia Ortiz, David Banks (Chair), and Neil Dobler
Agenda Date Requested:	July 15, 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, July 15, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

APPROVAL to recommend Project No. 701039.00 amending the 2025-2034 CIP and the 2025-2027 CIB to increase the budget for street improvements to SE 29th Street from Kansas Avenue to Adams Street.

Amending the 2025-2034 CIP and the 2025-2027 CIB: SE 29th Street Kansas Avenue to Adams Street - Revised. Project No. 701039.00.

Public Works Director Steve Groen spoke to amending the 2025-2034 Capital Improvement Program (CIP) and the 2025-2027 Capital Improvement Budget (CIB) to increase the budget for street improvements at SE 29th Street Kansas Avenue to Adams Street. The project will include mill and overlay with minor patching and curb replacement. Construction of the project will coincide with the Bridge project on SE 29th Street over Butcher Creek.

Committee member Ortiz questioned the guard rail on the bridge. Public Works Director Groen confirmed it will all be replaced.

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

****

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**		
CONTACT PERSON:	**Steve Groen, Public Works Director**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**SE 29th Street from Kansas Avenue to Adams Street**	**PROJECT #:**	**701039.00**
CATEGORY/SUBCATEGORY	**020 Resolutions / 004 Public Improvements**		
CIP PROJECT:	**Yes**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project No. 701039.00 for street improvements on SE 29th Street from Kansas Avenue to Adams Street. *(This item is being considered by the Public Infrastructure Committee on July 15, 2025.)*

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

(Total project budget of $8,153,299 for street improvements, utility improvements, traffic signal installation and bridge repair on SE 29th Street from Kansas Avenue to Adams Street.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Public Infrastructure Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

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

projects that are ready for construction and whose total project budget exceeds $250,000. At its meeting on July 15, 2025, the Public Infrastructure Committee recommended approval of project nos. 701039.00 for street improvements on SE 29th Street from Kansas Avenue to Adams Street.

BUDGETARY IMPACT:

$300,000

SOURCE OF FUNDING:

Federal Funds Exchange $300,000

ATTACHMENTS:

Description

Resolution & Exhibit A
PI Committee Report (July 15, 2025)
PI Committee Meeting Minutes Excerpt (July 15, 2025)

RESOLUTION NO. _____

A RESOLUTION introduced by Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project No. 701039.00 et al. for street and utility improvements, traffic signal installation and bridge repair on SE 29th Street from Kansas Avenue to Adams Street and rescinding Resolution No. 9632.

WHEREAS, the Governing Body adopted Resolution No. 9425 approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget and Resolution No. 9520 approving the 2025-2034 Capital Improvement Program and the 2025-2027 Capital Improvement Budget; and

WHEREAS, the Resolutions require Governing Body approval for projects that are ready for construction and whose total project budget exceeds $250,000; and

WHERAS, Resolution No. 9632 approved Project No. 701039.00 et al. and the total project budget has increased $300,000; and

WHEREAS, on July 15, 2025, the Public Infrastructure Committee recommended approval of the increased project budget.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that Project Nos. 701039.00, 141037.01, 501081.27, 501107.02, 291129.01, 281250.04 and 121005.00 for street improvements, utility improvements, traffic signal installation and bridge repair on SE 29th Street from Kansas Avenue to Adams Street, as further described in Exhibit A is hereby approved.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

_____
Michael A. Padilla, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval

Project Name:	SE 29th St: Kansas Ave to Adams St
Main Project Number(s):	701039.00; 141037.01; 501081.27; 501107.02
Project Manager:	Joseph Harrington 291129.01; 281250.04 121005.00

Event	**Target Date**
Estimated Construction Year	2025

Funding Source	**Final Estimate**	
Citywide Half-Cent Sales Tax	$	1,633,621
GO Bonds	$	500,000
Water - Revenue Bonds and Operating Funds	$	2,415,329
Stormwater- Revenue Bonds and Operating Funds	$	1,057,433
Wastewater Operating Funds	$	728,508
Federal Funds	$	1,818,408
Totals	**$**	**8,153,299**

This project will consist of mill and overlay, concrete panel replacements, and curb replacement on SE 29th St from Kansas Ave to Adams St. It will also include a new signal installation at Fremont funded by the Traffic Signal Replacement Program, in addition to water line replacement, funded under 281250.04 - Water Main Replacement Program, wastewater replacement, funded under 291129.01 - Wastewater Lining & Replacement Program, and storm sewer under 501081.27 and 501107.02 - Stormwater Conveyance System Rehabilitation Program. Water, wastewater, and stormwater programs leverage operating funds and revenue bonds. Butcher Creek Bridge (K10A) repair work will include the replacement of 310' of skewed reinforced frame box (RFB) with geometric modifications, funded under the Bridge Maintenance Program.

COMMITTEE REFERRAL SHEET
COMMITTEE REPORT

Name of Committee:	Public Infrastructure
Title:	Resolution for street and utility improvements, traffic signal installation and bridge repair on SE 29th Street from Kansas Avenue to Adams Street and rescinding Resolution No. 9632. Project No. 701039.00.
Date referred from Council meeting:	
Date referred from Committee:	July 15, 2025
Committee Action:	MOTION: Committee member Ortiz made a motion to approve and move forward to the Governing Body for action. Committee member Dobler seconded. Motion approved 3-0-0.
Comments:	
Amendments:	
Members of Committee:	Councilmembers Sylvia Ortiz, David Banks (Chair), and Neil Dobler
Agenda Date Requested:	July 15, 2025

CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
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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, July 15, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

APPROVAL to recommend Project No. 701039.00 for street and 5 utility improvements, traffic signal installation and bridge repair on SE 29th Street from Kansas Avenue to Adams Street and rescinding Resolution No. 9632.

Capital Improvement Project (CIP) Project Exceeding $250K: SE 29th Street Kansas Avenue to Adams Street. Project No. 701039.00.

Public Works Director Steve Groen spoke to the project at SE 29th Street Kansas Avenue to Adams Street and rescinding Resolution No. 9632. He added Federal Funds exchange will be assisting with the increase to pay for railroad flagging services. All inspection services from BNSF Railway have been received. He spoke to the uncertainty of material pricing and that Contracts and Procurement are ready to send for bids. With the approval of the Public Infrastructure Committee on July 15, 2025 11:00 a.m. meeting it will go to the Governing Body meeting July 15, 2025 6:00 p.m. meeting.

Committee member Ortiz inquired about the traffic signal replacement at 29th and Fremont. She spoke to the concern of a business owner having a loss traffic due to the entrance closure. She expressed the importance to help the best way possible to limit full closer. Joe Harrington, Project Engineer, confirmed closure will happen two times for replacement of box culvert and for the waterline construction. Deputy City Manager Braxton Copley spoke to the difficultness of having large projects that require a closure. He added the improvement is extremely needed to increase the size of the box to assist with a large rain event. Staff intentionally reviewed the project to decrease the amount of closure and is now going in multiple phases. He added that the City does not have liability for loss of business. Lastly, he emphized there will be access to the property but the through traffic cannot be maintained and will need to use a roundabout process.

Council member Michelle Hoferer inquired how long is the project will take. Groen responded it will take two years with the box covert beginning winter 2026.

Committee member Ortiz inquired about the median. Mark Schreiner, City Engineer, stated the median is coming out in the first phases to maintain traffic through, before the box is torn out, then the median will be replaced.

Committee chair Banks spoke to the importance to help business owners and consider ways to accommodate to help them stay functioning.

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

****

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Braxton Copley, Deputy City Manager**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**LB Lots, LLC Special Assessments**	**PROJECT #:**
CATEGORY/SUBCATEGORY		
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez levying special assessments on certain property to pay the acquisition costs of certain improvements in the City of Topeka, Kansas, including costs authorized by K.S.A. 10-116a, as heretofore authorized by Ordinance No. 20556; and providing for the collection of such special assessments.

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

(Approval would authorize the refinancing and redistribution of the future special assessments on the lots over a new 20-year period contingent upon the establishment of a Community Improvement District (CID).)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to authorize to refinance and redistribute the future special assessments on the lots over a new 20-year timeframe contingent on the establishment of a CID district.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

The negotiated development agreement regarding certain lots in Lauren's Bay is contingent on the establishment of a CID district to refinance and redistribute the special assessments on the lots over a new 20-year

timeframe. Additionally this CID will also apply to the three (3) City-owned lots purchased at the 2024 Shawnee County Tax Foreclosure Auction

BUDGETARY IMPACT:

Neutral Fiscal Impact as the payments will be made by the property owners.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Proposed Ordinance
Ordinance No. 20556 - Creating Lauren's Bay CID District (April 8, 2025)
Approved Lauren's Bay CID Petition
LB Lots CID Application 2.14.25
LB Lots Contract 52900 -Escrow Agreement
Signed Resolution NO. 9640 Holding Public Hearing

Gilmore & Bell, P.C.
06/25/2025

(Published in ***The Topeka Metro News***, on July __, 2025)

ORDINANCE NO. _____

AN ORDINANCE INTRODUCED BY CITY MANAGER DR. ROBERT PEREZ LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE ACQUISITION COSTS OF CERTAIN IMPROVEMENTS IN THE CITY OF TOPEKA, KANSAS, INCLUDING COSTS AUTHORIZED BY K.S.A. 10-116a, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 20556; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the governing body of the City of Topeka, Kansas (the "City") has heretofore authorized acquisition of certain improvements (the "Projects") pursuant to K.S.A. 12-6a26 *et seq*.(the "Act"); and

WHEREAS, the governing body has heretofore received a waiver (the "Waiver") of public hearing and right to protest the levy of special assessment from the owners of 100% of the property liable for assessment for the cost of the Projects, including costs authorized by K.S.A. 10-116a; and

WHEREAS, the governing body desires to levy assessments on certain property benefited by the acquisition of the Projects, and payment of costs of the Projects, including costs authorized by K.S.A. 10-116a.

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

Section 1. **Levy of Assessments**. For the purpose of paying the costs of the following described Projects:

LAUREN'S BAY COMMUNITY IMPROVEMENT DISTRICT PROJECTS

Ordinance No. 20556

Street paving, curbing and guttering, sewer system, public water system, and drainage/storm water retention improvements that serve the Lauren's Bay Community Improvement District, including any such improvements that are already owned by the City and financed by the issuance of bonds; and support of economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on ***Exhibit A*** attached hereto.

Section 2. **Payment of Assessments**. The amounts so levied and assessed in ***Section 1*** of this Ordinance shall be due and payable from and after the date of publication of this Ordinance.

Section 3. **Notification**. The City Clerk shall notify the owners of the properties described in ***Exhibit A*** attached hereto insofar as known to the City Clerk, of the amounts of their respective

assessments; and, the notice shall further state that, pursuant to the Waiver, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

Section 4. **Certification**. The special assessments shall be certified by the City Clerk to the County Clerk in the same manner and at the same time as other taxes are certified and will be collected in 20 annual installments, together with interest on such amounts at such rate as the governing body of the City determines, not to exceed the maximum rate of interest prescribed by K.S.A. 10-1009, as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance costs of the Projects, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Section 5. **Effective Date**. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City of Topeka, Kansas, on July 15, 2025, and **SIGNED** by the Mayor.

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. ___ of the City of Topeka, Kansas adopted by the governing body on July 15, 2025, as the same appears of record in my office, and that it was published in ***The Topeka Metro News***, on July__, 2025.

DATED: July __, 2025.

_____
City Clerk

EXHIBIT A

LAUREN'S BAY COMMUNITY IMPROVEMENT DISTRICT PROJECTS
ORDINANCE NO. 20556

Parcel ID	Lot/Block	Subdivision	Assessment Amount*
1492901006014000	Lot 14, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006013000	Lot 13, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006012000	Lot 12, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006011000	Lot 11, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006021000	Lot 21, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006020000	Lot 20, Block B	Lauren's Bay Estates Subdivision	$24,643.73
1442004005064000	Lot 13, Block A	Lauren's Bay Subdivision	$15,124.99
1442004005063000	Lot 12, Block A	Lauren's Bay Subdivision	$15,124.99
1442004005052000	Lot 2 & part of lot 1, Block A	Lauren's Bay Subdivision	$30,249.89
1442004004028000	Lot 2, Block A	Lauren's Bay Subdivision No. 2	$15,497.34
1442004004027000	Lot 3, Block A	Lauren's Bay Subdivision No. 2	$19,870.09
1492901007005000	Lot 5, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901007009000	Lot 3, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901007008000	Lot 2, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901007007000	Lot 1, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901006028000	Lot 28, Block B	Lauren's Bay Estates Subdivision	$25,256.47**
1492901006024000	Lot 24, Block B	Lauren's Bay Estates Subdivision	$25,619.20**
1492901006022000	Lot 22, Block B	Lauren's Bay Estates Subdivision	$25,619.20**

*Includes $20,000 in City administrative costs and bond issuance costs, as referenced in Ordinance No. 20556
**This amount remains after a $7,000 prepayment of the assessment for each lot by the City of Topeka

2025R05343

SHAWNEE COUNTY, KANSAS
REGISTER OF DEEDS
REBECCA J. NIOCE
DATE RECORDED:
04/16/2025 10:24:40 AM

GILMORE & BELL, P.C.
03/24/2025

(Published in *The Topeka Metro News*, on April 14, 2025)

ORDINANCE NO. 20556

AN ORDINANCE CREATING THE LAUREN'S BAY COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF TOPEKA, KANSAS; AUTHORIZING CERTAIN PROJECTS THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECTS; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; APPROVING THE MAXIMUM AMOUNT AND METHOD OF ASSESSMENT; AND APPROVING THE METHOD OF FINANCING THE PROJECTS.

WHEREAS, the governing body of the City of Topeka, Kansas (the "City"), has heretofore received a Petition pursuant to K.S.A. 12-6a26 *et seq.* (the "Act") and adopted Resolution No. 9640 of the City, containing the time and place of a public hearing on the advisability of creating a community improvement district for the Lauren's Bay Estate Subdivision, Lauren's Bay Subdivision, and Lauren's Bay Subdivision No. 2 in the City (the "Lauren's Bay Community Improvement District"), the general nature of proposed projects within the Lauren's Bay Community Improvement District (the "Projects"), the estimated costs of the Projects, the proposed method of financing the Projects, the proposed amount and method of assessment, if any, and a map and legal description of the proposed District; and

WHEREAS, Resolution No. 9640 was published three times in ***The Topeka Metro News***, on March 24, 2025, March 31, 2025 and April 7, 2025.

WHEREAS, the governing body has on the date of this Ordinance conducted a public hearing on advisability of creating the Lauren's Bay Community Improvement District; and

WHEREAS, the governing body hereby finds and determines it to be advisable to adopt this Ordinance to create the Lauren's Bay Community Improvement District, authorize the Projects therein, approve the estimated costs of such Projects, contain the legal description and map of the boundaries of the Lauren's Bay Community Improvement District, approve the maximum amount and method of assessment for the improvement Projects and approve the method of financing the improvement Projects, all in accordance with the provisions of the Act.

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

SECTION 1. Creation of Lauren's Bay Community Improvement District; Legal Description and Map.

The governing body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the Lauren's Bay Community Improvement District. The legal description of the Lauren's Bay Community Improvement District is as follows:

Lots 11, 12, 13, 14, 20, 21, 22, 24 and 28, Block B, Lauren's Bay Estates Subdivision; Lots 1, 2, 3 and 5, Block C, Lauren's Bay Estates Subdivision; Lot 2 and part of Lot 1 (Parcel ID 1442004005052000),

and Lots 12 and 13, Block A, Lauren's Bay Subdivision; and Lots 2 and 3, Block A, Lauren's Bay Subdivision No. 2, all in and to the City of Topeka, Shawnee County, Kansas

A map of the property contained in the Lauren's Bay Community Improvement District is set forth on ***Schedule I*** attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Lauren's Bay Community Improvement District Projects; Estimated Costs.

The governing body hereby authorizes construction and acquisition of the Projects within the Lauren's Bay Community Improvement District, as more fully described below:

(a) Street paving, curbing and guttering, sewer system, public water system, and drainage/storm water retention improvements that serve the Lauren's Bay Community Improvement District, including any such improvements that are already owned by the City and financed by the issuance of bonds; and support of economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers.

(b) The estimated costs of the proposed Projects are approved, as follows:

The estimated costs of the Projects, including costs authorized by K.S.A. 10-116a, are $423,287.62, plus City administrative costs and bond issuance costs which are estimated to be $20,000.

SECTION 3. Method of Financing; Protest Period.

(a) The costs of the Projects are proposed to be financed by full faith and credit general obligation bonds of the City, or, as an alternative to such bonds, "pay-as-you-go financing," as defined in the Act.

(b) There will be **no** community improvement district sales tax levied on property within the boundaries of the Lauren's Bay Community Improvement District.

SECTION 4. Special Assessments.

There are hereby approved special assessments on property within the boundaries of the Lauren's Bay Community Improvement District, with the properties to be assessed each being assessed the specific amount set forth below, payable in not more than 20 equal annual installments, with interest, if not yet paid in full, at such rate as the Governing Body of the City determines, not to exceed the maximum rate of interest prescribed by K.S.A. 10-1009, and amendments thereto, as follows, *provided that* the assessment for each lot will also include an amount for an estimated $20,000 in City administrative costs and bond issuance costs, apportioned to each lot in an amount that is in the same proportion that each assessment bears to the total of all assessments:

Parcel ID	Lot/Block	Subdivision	Assessment Amount
1492901006014000	Lot 14, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006013000	Lot 13, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006012000	Lot 12, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006011000	Lot 11, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006021000	Lot 21, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006020000	Lot 20, Block B	Lauren's Bay Estates Subdivision	$23,531.87

1442004005064000	Lot 13, Block A	Lauren's Bay Subdivision	$14,442.59
1442004005063000	Lot 12, Block A	Lauren's Bay Subdivision	$14,442.59
1442004005052000	Lot 2 & part of lot 1, Block A	Lauren's Bay Subdivision	$28,885.09
1442004004028000	Lot 2, Block A	Lauren's Bay Subdivision No. 2	$14,798.14
1442004004027000	Lot 3, Block A	Lauren's Bay Subdivision No. 2	$18,973.60
1492901007005000	Lot 5, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901007009000	Lot 3, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901007008000	Lot 2, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901007007000	Lot 1, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901006028000	Lot 28, Block B	Lauren's Bay Estates Subdivision	$30,801.14
1492901006024000	Lot 24, Block B	Lauren's Bay Estates Subdivision	$31,147.51
1492901006022000	Lot 22, Block B	Lauren's Bay Estates Subdivision	$31,147.51

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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SCHEDULE I

MAP OF COMMUNITY IMPROVEMENT DISTRICT

Notice: If within 60 days following the public hearing held on the date of this Ordinance, a protest petition signed by 5% of the qualified voters of die City is filed with the City Clerk, in accordance with K.S.A. 25-3601 *et seq.*, no full faith and credit bond shall be issued by the City to finance the Projects until such issuance is approved by a majority of the voters voting at an election held thereon in the City.

PASSED by the governing body of the City of Topeka, Kansas, on April 8, 2025, and **SIGNED** by the Mayor.

(Seal)

Michael A. Padilla, Mayor

Brenda Younger, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 20556 of the City of Topeka, Kansas adopted by the governing body on April 8, 2025, as the same appears of record in my office, and that it was published in ***The Topeka Metro News***, on April 14,2025.

DATED: April 8, 2025.

City Clerk

GILMORE & BELL, P.C.
02/14/2025

PETITION

REQUESTING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body of the City of Topeka, Kansas

The undersigned, being the owners of more than 55% of the land area within the proposed community improvement district set forth below (the "District"), and the owners collectively of more than 55% by assessed value of the land area within the proposed District, said District to be located within the City of Topeka, Kansas (the "City"), do hereby request that the Governing Body of the City create such District and authorize the community improvement district projects hereinafter set forth, all in the manner provided by K.S.A. 12-6a26 *et seq.*, as amended, Article 12, Section 5 of the Kansas Constitution, and K.S.A. 12-101 *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

General Nature of Proposed Community Improvement District Projects

The general nature of the proposed community improvement district projects (the "Projects") acquired, constructed and undertaken within the proposed District is as follows:

(a) street paving, curbing and guttering, sewer system, public water system, and drainage/storm water retention improvements that serve the District, including any such improvements that are already owned by the City and financed by the issuance of bonds; and

(b) support of economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers.

Estimated Costs

The estimated costs of the Projects, including costs authorized by K.S.A. 10-116a, are: $443,287.62.

Method of Financing

The costs of the Projects are proposed to be financed by full faith and credit general obligation bonds of the City, or, as an alternative to such bonds, "pay-as-you-go financing," as defined in the Act.

Map and Legal Description of Proposed Community Improvement District

A map generally outlining the boundaries of the proposed District is attached as **Exhibit A** hereto, and incorporated by reference herein. The legal description of the property to be contained in the proposed District is as follows:. Lots 11, 12, 13, 14, 20, 21, 22, 24 and 28, Block B, Lauren's Bay Estates Subdivision; Lots 1, 2, 3 and 5, Block C, Lauren's Bay Estates Subdivision; Lot 2 and part of Lot 1 (Parcel ID 1442004005052000), and Lots 12 and 13, Block A, Lauren's Bay Subdivision; and Lots 2 and 3, Block A, Lauren's Bay Subdivision No. 2, all in and to the City of Topeka, Shawnee County, Kansas.

Special Assessments

There are proposed to be special assessments on property within the boundaries of the District, with the properties to be assessed each being assessed the specific amount set forth below, payable in not more than 20 equal annual installments, with interest, if not yet paid in full, at such rate as the Governing Body of the City determines, not to exceed the maximum rate of interest prescribed by K.S.A. 10-1009, and amendments thereto, as follows:

Parcel ID	Lot/Block	Subdivision	Assessment Amount
1492901006014000	Lot 14, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006013000	Lot 13, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006012000	Lot 12, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006011000	Lot 11, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006021000	Lot 21, Block B	Lauren's Bay Estates Subdivision	$25,341.36
1492901006020000	Lot 20, Block B	Lauren's Bay Estates Subdivision	$24,643.73
1442004005064000	Lot 13, Block A	Lauren’s Bay Subdivision	$15,124.99
1442004005063000	Lot 12, Block A	Lauren’s Bay Subdivision	$15,124.99
1442004005052000	Lot 2 & part of lot 1, Block A	Lauren's Bay Subdivision	$30,249.89
1442004004028000	Lot 2, Block A	Lauren's Bay Subdivision No. 2	$15,497.34
1442004004027000	Lot 3, Block A	Lauren's Bay Subdivision No. 2	$19,870.09
1492901007005000	Lot 5, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901007009000	Lot 3, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901007008000	Lot 2, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901007007000	Lot 1, Block C	Lauren's Bay Estates Subdivision	$24,643.73
1492901006028000	Lot 28, Block B	Lauren's Bay Estates Subdivision	$32,256.47
1492901006024000	Lot 24, Block B	Lauren's Bay Estates Subdivision	$32,619.20
1492901006022000	Lot 22, Block B	Lauren's Bay Estates Subdivision	$32,619.20

Sales Tax

No community improvement district sales tax is proposed for the District.

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REC'D TOPEKA CITY CLERK
'25 MAR 21 AM8:53

NOTICE AND CONSENT: Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or later than seven (7) days after the filing hereof, whichever occurs first, and the signers hereof consent to any assessments to the extent described herein without regard to benefits conferred by the Projects.

Name	*Date*	***Property Owned Within Proposed Community Improvement District***
3420 SW FAIRLAWN, LLC	3/18/25	Lots 11, 12, 13, 14, 20 and 21, Block B, Lauren's Bay Estates Subdivision, in and to the City of Topeka, Shawnee County, Kansas
KLATON REAL ESTATE, LLC	3/18/25	Lot 2 and part of Lot 1 (Parcel ID 1442004005052000), and Lots 12 and 13, Block A, Lauren's Bay Subdivision; and Lots 2 and 3, Block A, Lauren's Bay Subdivision No. 2, all in and to the City of Topeka, Shawnee County, Kansas
LB LOTS, LLC	3/18/25	Lots 1, 2, 3 and 5, Block C, Lauren's Bay Estates Subdivision, in and to the City of Topeka, Shawnee County, Kansas
CITY OF TOPEKA, KANSAS	3/20/25	Lots 22, 24, and 28, Block B, Lauren's Bay Estates Subdivision, in and to the City of Topeka, Shawnee County, Kansas

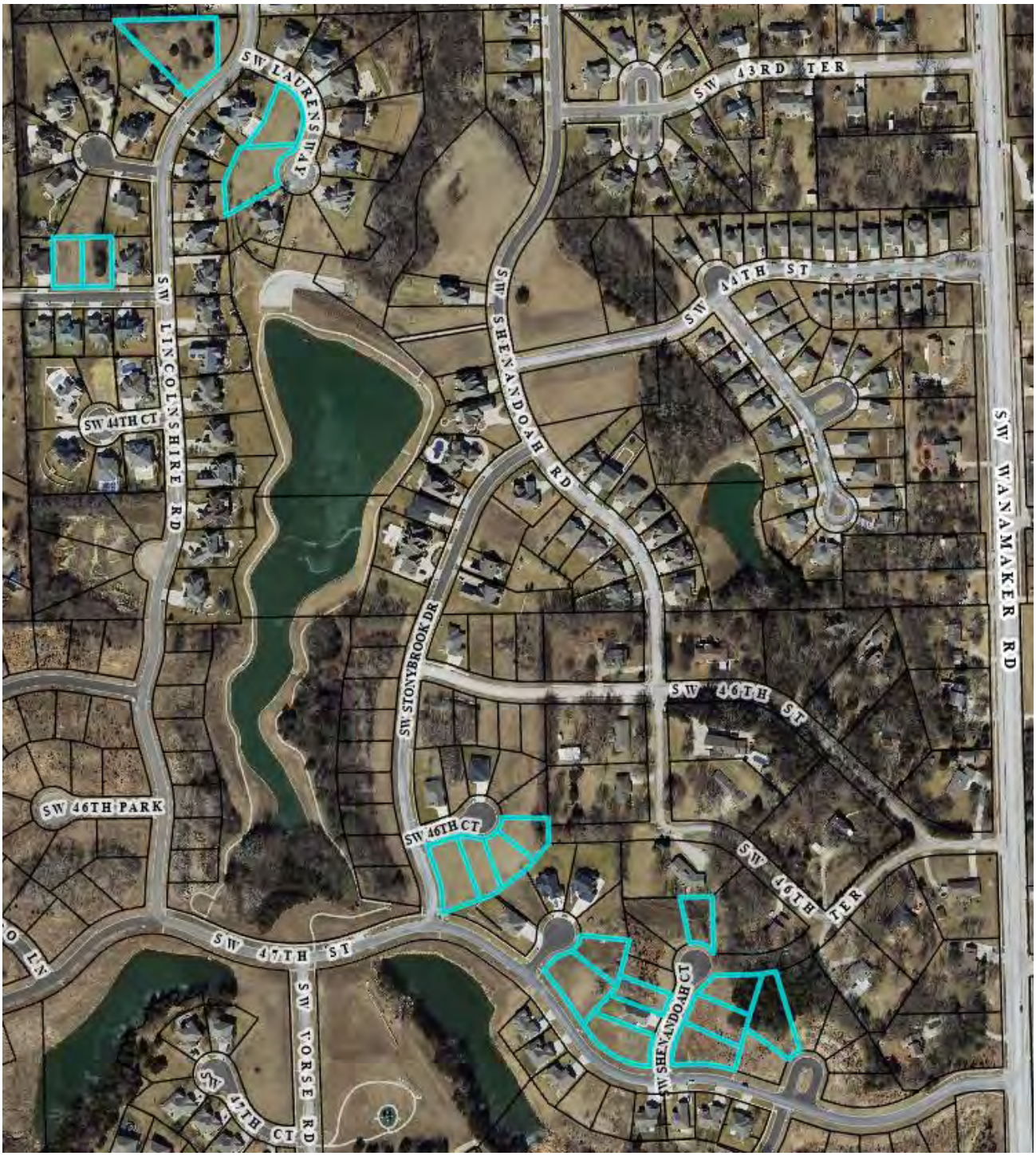
****

THIS PETITION was filed in my office on March 18 2025; and was examined, considered and found sufficient by the Governing Body of the City of Topeka, Kansas on March 18 2025.

Brenda Younger
City Clerk

EXHIBIT A

MAP OF PROPOSED COMMUNITY IMPROVEMENT DISTRICT



CITY OF TOPEKA
APPLICATION FOR COMMUNITY IMPROVEMENT DISTRICT

Complete all information and if necessary, please attach additional sheets to fully answer each question and include attachments described in Appendix 1

1. Applicant Information

a. Company Name: LB Lots, LLC Phone: 785-272-1535

Address: 3024 SW Wanamaker Road, Suite 300, Topeka, KS 66614

Contact Person (if an entity): Jennifer Sourk

Email: jsourk@midwest-health.com Fax : N/A

b. Applicant's Legal Counsel Name: Jennifer Sourk Phone: 785-272-1535

Address: 3024 SW Wanamaker Road, Suite 300, Topeka, KS 66614

Email: legal@midwest-health.com Fax: N/A

c. Applicant's Engineer: None Phone: _____

Address: _____

Email: _____ Fax: _____

2. Applicant's Business Information

a. Corporation Partnership Sole Proprietorship Other

b. State of incorporation/organization and year: Kansas / 6-25-2015

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

d. If the Applicant is a general partnership, list the general partners; and if a limited partnership, list the general partners and limited partners; with more than 5% of the partnership.

(State the name, address, telephone and relationship to Applicant. If a partnership is not yet formed, include as much data as possible concerning potential partners): Wholly owned subsidary

Klaton Enterprises, LLC

Voting owners are 50% James A. Klausman and 50% Floyd C. Eaton Jr.

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

Yes (No)

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

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

Yes (No)

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

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

Yes (No)

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

3. General CID Project Information

a. Description of the underlying CID Project for which financing is requested: Financing special agreements

b. General Location of CID Project: Lauren's Bay Subdivision in Topeka, KS

c. Total sq. feet in proposed District, excluding right of way and other common area: 239,144.40 sqft.

d. Legal description of the proposed District: See Attached

e. Number of Tracts, Parcels or Lots in proposed District: 16

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

If not, provide the name, address and phone number of the Owner(s) in the District and evidence of their willingness to participate in the Petition. Or if Applicant intends to own 100% of the property, provide evidence of site control (i.e. deed, option to purchase or purchase contract). Parcels are owned by three affiliated entities. LB Lots, LLC - 3420 SW Fairlawn, LLC - and Klaton Real Estate, LLC

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

If yes, provide the County parcel ID numbers: See Attached

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

h. Will the proposed District have 100% participation? Yes No

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

_____

_____

_____

_____

(Notification of owners, tenants and lessees of any request for a CID sales tax is required prior to the public hearing)

4. Financing

a. Description of CID Project and costs to be financed and estimated cost for each component:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

Total Estimated Cost of CID Improvements $_____

b. Estimated cost of total project in which CID is proposed: $_____

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

(i) Special Assessments: Yes No

(ii) Paid in full or part by sales tax or only by assessments? _____

(iii) Assessment and Amount:

Front Footage _____ Estimated Cost per F.F. $_____

Square Footage _____ Estimated Cost per S.F. $_____

(vi) Note: there cannot be any assessment against the City at large.

d CID Sales Tax: Yes No

(i) Amount of increment (increments of .10 or .25, not to exceed 2%): _____

(ii) Note: Dept of Revenue shall keep 2% of amount collected up to $60,000/year for administration.

5. Financing/Bonds:

a. Do you request the City issue special obligation bonds?

Yes No

If yes, what is the requested term of the bonds? (maximum is 22 years): _____

b. Do you plan to use pay-as-you-go (maximum is 22 years for sales tax)?

Yes No

c. Estimated dates to commence and complete construction: _____

_____

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

_____

_____

6. Additional Information:

Any additional information you believe is relevant or helpful to the consideration of this application: _____

_____

_____

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

1. General description of the proposed project □
2. Estimated cost of the project □
3. Proposed method of financing the project □
4. Proposed amount and method of assessment □
5. Map of the proposed district; and □
6. Legal description of the boundaries of the proposed district □

APPENDIX I to CID APPLICATION

Documentation of the following will be helpful to the Review Committee:

- Evidence of site control.
- Current financial statements of the applicant and owner and/or operating entity if different from the Applicant (2 years); P&L (2 years); and Balance Sheet (2 years)
- Market studies which identify target markets, analysis of competition, demographics, market rents and sales prices, letters of intent/interest from prospective tenants.
- Financial analysis (projected revenue is sufficient to pay costs)
- Approved site plans or plan submissions for the Project Plan area.
- Renderings of the project, if available.
- Any other data or information the Applicant deems pertinent to the City's consideration of the application.

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

County Parcel Numbers

1442004004027000	SW Laurens Way	Klaton Real Estate
1442004004028000	SW Laurens Way	Klaton Real Estate
1442004005052010	SW Lincolnshire Rd	Klaton Real Estate
1442004005052000	SW Lincolnshire Rd	Klaton Real Estate
1442004005063000	SW 44th St	Klaton Real Estate
1442004005064000	SW 44th St	Klaton Real Estate
1492901006021000	4640 SW Verna Ln	3420 SW Fairlawn
1492901006014000	6215 SW 46th Ct	3420 SW Fairlawn
1492901006013000	6211 Sw 46th Ct	3420 SW Fairlawn
1492901006012000	6207 SW 46th Ct	3420 SW Fairlawn
1492901006020000	4636 SW Verna Ln	3420 SW Fairlawn
1492901006011000	6203 SW 46th Ct	3420 SW Fairlawn
1492901007005000	6038 SW 47th St	Lblots
1492901007007000	4644 SW Shenandoah Ct	Lblots
1492901007008000	4640 SW Shenandoah Ct	Lblots
1492901007009000	4636 SW Shenandoah Ct	Lblots

ADMINISTRATIVE ACTION FORM

Contact Person:	Amanda Stanley, City Attorney	Date:	5/22/2025
Document Type:	Contract Addendum	Document #:	52900
Second Party:	LB Lots LLC	Project #:	
Subject:		HTE #:	
Department/Division:	Legal - ATTY	CIP Project?	No
Category/Subcategory:	007 Contracts and Amendments / 018 Other		
Requested Action:		Open Record Exception?	No

Financial Implications:
Compensation:

Description:
Upon execution hereof, LB Lots, LLC shall deliver to the Escrow Agent by wire transfer of immediately available funds of five hundred and twenty-five thousand three hundred and thirty-three dollars and sixty cents ($525,333.60) as required under Section 403 of the Development Agreement (the "Escrow Amount"). Escrow Agent shall acknowledge to City and LB the Escrow Amount upon receipt.

Form Approval Routing:

Approved By:	Department/Division	Date:	
Approved By:	Contracts & Procurement	Date:	
Approved By:	Amanda Stanley Legal	Date:	5/22/25
Approved By:	Finance	Date:	
Approved By:	Brenda Younger City Clerk	Date:	5/22/25
Return To:	Contracts & Procurement		
Return To:			

City of Topeka Contract No. 52900

ESCROW AGREEMENT

This Escrow Agreement dated May 22, 2025 (the "Escrow Agreement"), is entered into by and among City of Topeka ("City"), LB Lots, LLC, a Kansas limited liability company ("LB") (together with City, the "Parties," and individually, a "Party"), and Heritage Bank, as escrow agent ("Escrow Agent").

RECITALS

A. Reference is made to that certain Development Agreement (the "Development Agreement") dated as of March 18, 2025, by and among City and LB, pursuant to which the Parties have agreed to certain duties. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Underlying Agreement; provided, however, that the Escrow Agent shall not be responsible to determine or to make inquiry into any term, capitalized or otherwise, not defined herein.

B. In connection with Underlying Agreement LB has agreed it will deposit certain funds with the Escrow Agent and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement if certain conditions of the Development Agreement are met.

C. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Underlying Agreement, that all references in this Escrow Agreement to the Underlying Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT; ESCROW DISBURSEMENTS

Section 1.1. Appointment of Escrow Agent; Receipt of Escrow Amount.

(a) City and LB hereby appoint the Escrow Agent as the escrow agent hereunder with respect to the Escrow Amount, and Escrow Agent hereby accepts such appointment, all in accordance with the terms and conditions set forth in this Escrow Agreement.

(b) Upon execution hereof, LB shall deliver to the Escrow Agent by wire transfer of immediately available funds of five hundred and twenty-five thousand three hundred and thirty-three dollars and sixty cents ($525,333.60) as required under Section 403 of the Development Agreement (the "Escrow Amount"). Escrow Agent shall acknowledge to City and LB the Escrow Amount upon receipt.

Section 1.2. Trust Account.

The Escrow Amount will be held in an Escrow Agent's trust account.

Section 1.3. Disbursement.

(a) Upon the fulfillment of all of the conditions precedent as identified in the Development Agreement, City and LB shall each provide the Escrow Agent with written notice to disburse the Escrow Amount to City.

(b) If any condition precedent as specified in the Development Agreement fails to occur, City and LB shall each provide the Escrow Agent with written notice to disburse the Escrow Amount to LB.

(c) If the Escrow Agent has not received a notice pursuant to Section 1.3(a) within one hundred twenty (120) days of the date of the Escrow Agreement, the Escrow Agent shall return the Escrow Amount to LB by wire transfer, or as otherwise directed by LB, within five (5) business days unless the Escrow Agent receives notice from both Parties that the Parties have mutually agreed to an extension of time.

(b) Notwithstanding anything else to the contrary herein, the Escrow Agent shall make distributions from the Escrow Amount at any time and from time to time upon, and in accordance with, joint written instructions from City and LB.

Section 1.4. Termination. Upon the disbursement of all of the Escrow Amount, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 3.1 and 3.2 hereof shall survive termination and the Escrow Agent is authorized and directed to disburse the Escrow Amount in accordance with Section 1.3 of this Escrow Agreement.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This

Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all reasonable out-of-pocket compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees. The Escrow Agent shall not be responsible for the negligence or misconduct of agents or attorneys appointed by it with reasonable care.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon and in accordance with any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. All instructions and notices to or from the Escrow Agent shall be sent by email.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable out-of-pocket attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE,

DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of removal. Such resignation or removal, as the case may be, shall be effective thirty (30) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Amount and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Amount until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Amount, (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Amount, in which event the Escrow Agent shall be authorized to disburse the Escrow Amount in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Amount and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. Any such court order or arbitration decision shall be accompanied by a written instrument of the presenting Party certifying that such court order or arbitration decision is final, non-appealable and from a court of competent jurisdiction or from a competent arbitration panel, upon which instrument the Escrow Agent shall be entitled to conclusively rely without further investigation. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.5. Attachment of Escrow Amount; Compliance with Legal Orders. In the event that any Escrow Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall

be made or entered by any court order affecting the Escrow Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall further have no obligation to pursue any action that is not in accordance with applicable law.

Section 3.6 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4
MISCELLANEOUS

Section 4.1. Binding Agreement, Successors and Assigns. The Parties and Escrow Agent represent and warrant that the execution and delivery of this Escrow Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Escrow Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Amount escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) on the day of transmission if sent by electronic mail ("e-mail", as long as such e-mail is accompanied by a PDF signature or similar version of the relevant document bearing an authorized signature, which such signature shall, in the case of each of the parties, be a signature, and written

confirmation of receipt is obtained promptly after completion of transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five (5) Business Days after the date such notice is deposited in the United States mail. For the purpose of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, a Sunday, a federal or state holiday, and any other day on which the Escrow Agent is closed. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to City: City of Topeka
Attn: City Clerk
215 SE 7th Street
Topeka, KS 66603

If to LB: LB Lots, LLC
Attn: legal
3024 SW Wanamaker Rd., Suite 300
Topeka, KS 66614
Email: jsourk@midwest-health.com

If to the Escrow Agent:

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to any conflict of law provision.

Section 4.5. Entire Agreement. This Escrow Agreement is the entire agreement and understanding of the parties related to the Escrow Amount.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The exchange of copies of this Escrow Agreement and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Escrow Agreement as to the Parties and the Escrow Agent and may be used in lieu of the original Escrow Agreement for all purposes.

Section 4.10 Trial by Jury. Each of the parties hereto hereby irrevocably waives all right to trial by jury to the extent permitted by law in any litigation, action, proceeding in any court arising out of, relating to or in connection with this Escrow Agreement.

Section 4.11 Publication; Disclosure. By executing this Escrow Agreement, the Parties and the Escrow Agent acknowledge that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Escrow Agreement and related information to individuals or entities not a party to this Escrow Agreement. The Parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Escrow Agreement and information contained therein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If a Party must disclose or publish this Escrow Agreement or information contained therein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it shall notify in writing the other Party and the Escrow Agent at the time of execution of this Escrow Agreement of the legal requirement to do so. If any Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, that Party shall promptly notify in writing the other Parties and the Escrow Agent and shall be liable for any unauthorized release or disclosure.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

ATTEST:

Brenda Younger
CITY CLERK

SEAL OF TOPEKA
CAPITAL CITY INCORPORATED
FEB. 14, 1857
KANSAS

APPROVED AS TO FORM AND LEGALITY
By: Amanda Stanley
Amanda Stanley

CITY OF TOPEKA

Dr. Robert M. Perez
Name: Dr. Robert M. Perez
Title: City Manager

LB LOTS, LLC

By: _____
Name: Jennifer Sourk
Title: General Counsel

HERITAGE BANK

By: Tony Konrade
Name: Tony Konrade
Title: President

GILMORE & BELL, P.C.
02/23/2025

(Published in ***The Topeka Metro News***, on March 24, 2025, March 31, 2025, and subsequently on April 7, 2025)

RESOLUTION NO. 9640

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN CITY OF TOPEKA, KANSAS AND UNDERTAKING AND FINANCING OF CERTAIN COMMUNITY IMPROVEMENT DISTRICT PROJECTS THEREIN; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID HEARING (LAUREN'S BAY COMMUNITY IMPROVEMENT DISTRICT).

WHEREAS, K.S.A. 12-6a26 *et seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts within such jurisdiction, to undertake construct any "project," which means (1) Any project within the district to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend: (A) Buildings, structures and facilities; (B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements; (C) parking garages; (D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers; (E) parks, lawns, trees and other landscape; (F) communication and information booths, bus stops and other shelters, stations, terminals, hangers, rest rooms and kiosks; (G) paintings, murals, display cases, sculptures, fountains and other cultural amenities; (H) airports, railroads, light rail and other mass transit facilities; and (I) lakes, dams, docks, wharfs, lakes or river ports, channels and levees, waterways and drainage conduits, *provided that* a project can include projects already owned by the municipality and previously financed by the issuance of bonds; (2) within the district, to operate or to contract for the provision of music, news, child-care, or parking lots or garages, and buses, minibuses or other modes of transportation; (3) within the district, to provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons; (4) within the district, to provide or contract for cleaning, maintenance and other services to public or private property; (5) within the district, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the district, promotion of such activity and special events and furnishing music in any public place; (6) within the district, to support business activity and economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business; (7) within the district, to provide or support training programs for employees of businesses; (8) to contract for or conduct economic impact, planning, marketing or other studies; and (9) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district and

WHEREAS, the Act further authorizes said governing body, in order to pay the costs of such community improvement district projects, including costs authorized by K.S.A. 10-116a, to levy special assessments upon property within such community improvement districts; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of City of Topeka, Kansas (the "City"), proposing the creation of a community improvement district for certain properties within the Lauren's Bay Estate Subdivision, Lauren's Bay Subdivision, and Lauren's Bay Subdivision No. 2 in the City (the "Lauren's Bay Community Improvement District"), the undertaking of community improvement district projects therein, and the levy of special assessments on certain property within the Lauren's Bay Community Improvement District in order to pay the costs of such projects; and

WHEREAS, said Petition was signed by the owners of more than 55% of the land area within the proposed Lauren's Bay Community Improvement District, and signed by owners collectively owning more than 55% by assessed value of the land area within the proposed Lauren's Bay Community Improvement District; and

WHEREAS, the Act provides that prior to creating the proposed Lauren's Bay Community Improvement District, the governing body shall adopt a resolution to give notice of a public hearing on the advisability of creating such Lauren's Bay Community Improvement District, publish the resolution to give notice of the hearing at least once a week for two consecutive weeks in the official City newspaper, and mail the resolution by certified mail to all property owners within the proposed Lauren's Bay Community Improvement District, the second of such publications to be at least seven days prior to the hearing and such certified mailing to be at least ten days prior to such hearing; and

WHEREAS, such published and mailed notices shall contain the following information: (a) the time and place of the hearing; (b) the general nature of the community improvement district projects; (c) the estimated cost of such projects; (d) the method of financing the costs of the such projects; (e) the amount of community improvement district sales tax, if any; (f) the amount of special assessments and the method of assessment, if any; and (g) the map and legal description of the proposed Lauren's Bay Community Improvement District; and

WHEREAS, the governing body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the proposed Lauren's Bay Community Improvement District and the undertaking and financing of community improvement district projects therein, as set forth in the Petition, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. **Petition**. The governing body hereby finds that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the governing body shall hold a public hearing, in accordance the provisions of the Act, on the advisability of creating a Lauren's Bay Community Improvement District, its intention to levy special assessments on property within such district, and the undertaking and financing of community improvement district projects within such district, as set forth in the Petition, such public hearing to be held on April 8, 2025, at 6:00 p.m., or as soon thereafter as the matter can be heard, at 214 SE 8th Street, City Council Chambers, 2nd Floor, Topeka, Kansas 66603.

SECTION 3. **Notice of Hearing**. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution, including the Notice of Public Hearing attached hereto as ***Exhibit A,*** once a week for three consecutive weeks in the official City newspaper, the second of such publications to be at least seven days prior to the date of the hearing. The City Clerk is hereby further

ordered and directed to mail a copy of such Notice of Public Hearing, via certified mail, to all property owners within such proposed Lauren's Bay Community Improvement District at least ten days prior to the date of the hearing.

SECTION 4. Effective Date. This Resolution shall be effective upon adoption by the governing body.

ADOPTED by the governing body of City of Topeka, Kansas, on March 18, 2025.

(Seal)

Michael A. Padilla
Mayor

Brenda Younger
City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 9640 of the City of Topeka, Kansas adopted by the governing body on March 18, 2025, as the same appears of record in my office.

DATED: March 18, 2025.

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

The governing body of City of Topeka, Kansas (the "City"), will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a26 *et seq.* (the "Act") for the purpose of considering the advisability of creating a proposed Lauren's Bay Community Improvement District (as described below, the "Lauren's Bay Community Improvement District"), the levy of special assessments on certain property within such district and undertaking and financing certain hereinafter described community improvement projects.

Time and Place of Hearing

April 8, 2025, at 6:00 p.m., or as soon thereafter as the matter can be heard, at 214 SE 8th Street, City Council Chambers, 2nd Floor, Topeka, Kansas 66603.

General Nature of Community Improvement District Projects

The general nature of the proposed community improvement district projects (the "Projects") acquired, constructed and undertaken within the proposed Lauren's Bay Community Improvement District is as follows:

(a) street paving, curbing and guttering, sewer system, public water system, and drainage/storm water retention improvements that serve the Lauren's Bay Community Improvement District, including any such improvements that are already owned by the City and financed by the issuance of bonds; and

(b) support of economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers.

Estimated Costs

The estimated costs of the Projects, including costs authorized by K.S.A. 10-116a, are $423,287.62, plus City administrative costs and bond issuance costs which are estimated to be $20,000.

Method of Financing

The costs of the Projects are proposed to be financed by full faith and credit general obligation bonds of the City, or, as an alternative to such bonds, "pay-as-you-go financing," as defined in the Act.

Special Assessments

There are proposed to be special assessments on property within the boundaries of the Lauren's Bay Community Improvement District, with the properties to be assessed each being assessed the specific amount set forth below, payable in not more than 20 equal annual installments, with interest, if not yet paid in full, at such rate as the governing body of the City determines, not to exceed the maximum rate of interest prescribed by K.S.A. 10-1009, and amendments thereto, as follows, *provided that* the assessment for each lot will also include an amount for an estimated $20,000 in City administrative costs and bond issuance costs, apportioned to each lot in an amount that is in the same proportion that each assessment bears to the total of all assessments:

Parcel ID	Lot/Block	Subdivision	Assessment Amount
1492901006014000	Lot 14, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006013000	Lot 13, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006012000	Lot 12, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006011000	Lot 11, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006021000	Lot 21, Block B	Lauren's Bay Estates Subdivision	$24,198.02
1492901006020000	Lot 20, Block B	Lauren's Bay Estates Subdivision	$23,531.87
1442004005064000	Lot 13, Block A	Lauren's Bay Subdivision	$14,442.59
1442004005063000	Lot 12, Block A	Lauren's Bay Subdivision	$14,442.59
1442004005052000	Lot 2 & part of lot 1, Block A	Lauren's Bay Subdivision	$28,885.09
1442004004028000	Lot 2, Block A	Lauren's Bay Subdivision No. 2	$14,798.14
1442004004027000	Lot 3, Block A	Lauren's Bay Subdivision No. 2	$18,973.60
1492901007005000	Lot 5, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901007009000	Lot 3, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901007008000	Lot 2, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901007007000	Lot 1, Block C	Lauren's Bay Estates Subdivision	$23,531.87
1492901006028000	Lot 28, Block B	Lauren's Bay Estates Subdivision	$30,801.14
1492901006024000	Lot 24, Block B	Lauren's Bay Estates Subdivision	$31,147.51
1492901006022000	Lot 22, Block B	Lauren's Bay Estates Subdivision	$31,147.51

Sales Tax

No community improvement district sales tax is proposed for the Lauren's Bay Community Improvement District.

Map and Legal Description of Proposed Community Improvement District

A map generally outlining the boundaries of the proposed Lauren's Bay Community Improvement District is attached as ***Schedule I*** hereto, and incorporated by reference herein. The legal description of the property to be contained in the proposed Lauren's Bay Community Improvement District is as follows:

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

The public hearing may be adjourned from time to time. At the conclusion of the public hearing, the governing body may, by passage of an ordinance, create the Lauren's Bay Community Improvement District and establish the boundaries thereof, authorize the Projects, approve the estimated costs of such Projects, approve the maximum amount and method of assessment and approve the method of financing the Projects; ***provided***, however, that the ordinance shall become effective upon publication in the official City newspaper.

ALL PERSONS DESIRING TO BE HEARD WITH REFERENCE TO THE PROPOSED LAUREN'S BAY COMMUNITY IMPROVEMENT DISTRICT, PROJECTS, AND RELATED MATTERS SHALL BE HEARD AT THE PUBLIC HEARING.

DATED: March 18, 2025.

Brenda Younger

Brenda Younger, City Clerk

SCHEDULE I

MAP OF PROPOSED COMMUNITY IMPROVEMENT DISTRICT

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Braxton Copley, Deputy City Manager**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Land Bank Properties Special Assessments**	**PROJECT #:**
CATEGORY/SUBCATEGORY		
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION concerning the Agreement of the Governing Body with the City of Topeka Land Bank to defer City special assessments to certain property in the Land Bank until said special assessments are re-amortized by the Community Improvement District (CID).

(The Land Bank purchased the three properties at tax sale, the special assessments remain tied to the properties unless by agreement the Land Bank and Governing Body agree to defer the specials assessments pursuant to K.S.A. 12-5909(e).)

VOTING REQUIREMENTS:

Discussion only, no action required by the Governing Body.

POLICY ISSUE:

If the special assessments are not deferred, the Land Bank will be responsible for them until sold.

STAFF RECOMMENDATION:

Staff recommends moving to approve

BACKGROUND:

The Land Bank purchased the three properties at tax sale, the special assessments remain tied to the properties unless by agreement the Land Bank and Governing Body agree to defer or reamortize the specials assessments pursuant to K.S.A. 12-5909(e).

BUDGETARY IMPACT:

Deferral will keep Land Bank funds in the Land Bank for future acquisition of property.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Description

Ordinance

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, confirming the Agreement of the Governing Body with the City of Topeka Land Bank to defer City special assessments to certain property in the Land Bank until said special assessments are re-amortized by the Community Improvement District (CID).

WHEREAS, the parcels of land legally described as:

Lot 22, Block B, Lauren's Bay Estates Subdivision, Shawnee County, Kansas
Lot 24, Block B, Lauren's Bay Estates Subdivision, Shawnee County, Kansas
Lot 28, Block B, Lauren's Bay Estates Subdivision, Shawnee County, Kansas

(hereinafter referred to as the "Land Bank Parcels") have been acquired by and are owned by the City of Topeka Land Bank (the "Land Bank"); and

WHEREAS, K.S.A. 12-5909 provides that the governing body of any municipality which has levied special assessments on property acquired by the Land Bank may abate, defer or re-amortize part or all of such special assessments; and

WHEREAS, in accordance with the foregoing statute, the Governing Body of the City of Topeka desires to currently defer the delinquent installments of special assessments against the Land Bank Parcels and direct the County Treasurer to defer such delinquent installments from the tax rolls, subject to the City's right, under the Community Improvement District, to re-amortize all of the installments of special assessments against each of the Land Bank Parcels.

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

Section 1. All delinquent installments of special assessments on the Land Bank Parcels are deferred effective as of May _____, 2025.

Section 2. The Governing Body hereby declares its intent to defer all of the installments of special assessments against each of the Land Bank Parcels until the

conveyance of each such parcel by the Land Bank. Re-amortization of the Land Bank Parcels is to be in such amounts and for such periods as determined by the Governing Body by ordinance as adopted by the Community Improvement District.

Section 3. The City Clerk is directed to deliver a copy of this Ordinance, upon its effective date, to the Shawnee County Treasurer with directions to remove the installments of past due special assessments currently showing on the tax rolls for the Land Bank Parcels.

Section 4. The City Clerk is also directed to deliver a copy of this Ordinance to the Register of Deeds of Shawnee County, Kansas for recording.

Section 5. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 6. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 7. 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

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:	**Josh McAnarney, Budget and Finance Division Manager**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**2026 Operating Budget**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**004 Budgets or Appropriations / 001 Operating Budget - City**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION related to the City of Topeka 2026 Operating Budget.

(Discussions will continue through the months of July, August and September.)

VOTING REQUIREMENTS:

Discussion only, no action required by the Governing Body.

POLICY ISSUE:

The City shall adopt an operating budget for each fiscal year and set forth estimated revenues and estimated costs for operations and maintenance, extension and replacement and debt service.

STAFF RECOMMENDATION:

Discussion item only. No action required by the Governing Body

BACKGROUND:

As Staff prepares the proposed budget, there is a need to seek direction from the Governing Body on appropriate options for the 2026 City mill rate. Staff expects property valuations from the County before the meeting which will allow staff to prepare scenarios to discuss with the Governing Body. As discussions continue through the months of August and September the 2026 Proposed Budget and all supplemental information will be available online at https://www.topeka.org/finance/budget/.

BUDGETARY IMPACT:

The budgetary impact is described in the proposed 2026 budget.

SOURCE OF FUNDING:

Various City Funds

ATTACHMENTS:

Description

Presentation (July 15, 2025 GB Meeting)
2026 City of Topeka Proposed Budget

CITY OF TOPEKA

FY2026 Proposed Budget Presentation
July 15th, 2025

Budget Schedule

- **July 15th –** General Fund Budget Overview
- **August 12th –** Police/Code, Fire, and Municipal Court
- **August 19th –** Public Works, Utilities, Planning, Non-Departmental, and Finance
- **August 26th –** RNR Hearing, Legal, HR, CM's Office, and IT
- **September 2nd –** Budget Public Hearing
- **September 9th –** Open Discussion Date
- **September 16th –** Possible Adoption of Budget

Revenue by Category Summary for General Fund

Category	2025 Budget	Projected 2025	2026 Budget	2027 Projected
Property Tax	$38,251,392	$39,279,796	$43,779,757	$44,515,324
Motor Vehicle Tax	$3,309,405	$3,588,045	$3,657,389	$3,800,000
Sales Tax	$40,569,000	$40,752,607	$41,710,350	$42,648,833
PILOTS	$5,937,664	$5,930,897	$6,787,247	$6,787,247
Licenses & Permits	$1,781,757	$2,162,456	$1,829,164	$1,979,164
Franchise Fees	$14,331,161	$15,794,235	$16,189,547	$16,612,949
Liquor Tax	$1,492,050	$1,437,639	$1,469,962	$1,469,962
Fees For Service	$4,426,854	$4,034,243	$4,568,000	$4,597,000
Fines	$1,275,000	$1,177,427	$1,190,000	$1,190,000
Municipal Court	$537,250	$497,175	$478,500	$478,500
Special Assessments	$340,000	$334,281	$295,000	$287,500
Investment Interest	$4,335,000	$3,550,454	$2,900,000	$2,075,000
Miscellaneous*	$10,984,459	$516,971	$8,130,349	$602,886
Totals	**$127,570,992**	**$119,056,226**	**$132,985,265**	**$127,044,365**

Note: The 2025 and 2026 figures reflect a planned spenddown of reserves. The projected $9.45 million draw in 2025 is not shown in the "2025 Projected" column.

Revenue Sources - Property Taxes & Motor Vehicle Taxes

- **Property Taxes**
  - Assessed Value Given by SNCO
  - General Fund Mill Rate = 28.557 out 36.956 Total Mill Rate (Flat Mill Levy)
  - Projected Total given 96% Collection Rate = **$43,580,531**
  - Delinquency and Neighborhood Revitalization Rebate

- **Motor Vehicle Taxes**
  - Value Given by SNCO
  - Total of $4,733,077
  - Prorated based off split of mill levy; General Fund = **$3,657,389**

Revenue Sources – Sales Tax

- **2024 General Fund Collections:** $39,894,882.92
- **Collections through 4 Months (2.25% increase vs. last year)**
  - **2024:** $12,727,677
  - **2025:** $13,014,890
- **2026 Budget Revenue:** $41,710,350
  - **Methodology:** 2024 Collections * (1.0225^2)
  - **+/- 1% of Collection Rate** = $819,840

Revenue Sources – Franchise Fees

Full Name	2024 Actuals	2025 Budget	2025 Projected	2026 Budget
42301-0 - FRANCHISE ONEOK GAS	$3,051,977	$2,850,040	$3,457,651	$3,544,092
42302-0 - FRANCHISE EVERGY	$11,047,168	$10,324,178	$11,291,165	$11,573,445
42303-0 - FRANCHISE - AT&T	$0	$25,718	$0	$0
42304-0 - FRANCHISE COX CABLE	$834,342	$860,000	$820,945	$841,470
42305-0 - FRANCHISE MISC TELECOM	$194,774	$231,225	$190,770	$195,540
42307-0 - FRANCHISE MISC ELECTRIC	$35,329	$40,000	$33,701	$35,000
Totals	**$15,163,590**	**$14,331,161**	**$15,794,235**	**$16,189,547**

Revenue Sources – PILOTs & Fees for Service Items

- **Administrative Transfer Allocations**
  - Utilities Funds: **$3,456,000** was $2,758,164 in 2025
  - Parking Fund: **$96,000**; was $90,852 in 2025
  - CID Admin Fees (Varying %) = **$185,000**
- **PILOTs**
  - Utilities Funds: **$6,306,000** was $5,496,564 in 2025
  - Parking Fund: **$204,000** was $136,404 in 2025

Revenue Sources – Liquor Tax from State

- 10% Gross Receipts Tax on alcoholic drinks sold by clubs, caterers, drinking establishments, public venues, or temporary permit holders. Revenue Distribution: 70% to local governments (cities/counties) 30% to the State (Except cities under 6,000 population)
- Projected Use of City/County Share Given by SNCO ($2.2M):
  - 1/3 – General Fund: $734,981
  - 1/3 – Special Park & Recreation Fund (Transfer to SNCO): $734,981
  - 1/3 – Alcohol & Drug Programs Fund: $734,981

Administrative Actions to Income Statement

- **Material Items Increased Revenue**
  - 2 Mill Shift from Debt Service to General Fund Operations ($3M)
  - Fee Schedule Adjustments ($200,000)
  - Increase in Administrative Fee & PILOT Fees to Enterprise Funds ($702,984 & $877,032)
- **Material Items Reduced Expense Side**
  - Not Charging the General Fund Retirement Reserve Charges ($1.8M)
  - Not Charging the General Fund Worker's Comp Charges ($2.5M)

General Fund Income Statement Summary

- **Material Expense Enhancements**
  - TPD Staffing Study & Lexipol
  - 6 Civilian FTEs for Police
  - Fire Compressors
  - Digi-Ticket
- **Material Expense Reductions**
  - No General Fund subsidization of Hotel
  - Removed/Reduced 21 FTEs
  - Froze 20 FTEs

General Fund Base Budget	**$137,469,206**
Enhancement Totals	$1,305,550
Reduction/Freeze Totals	($5,789,491)
Net Expense Total	**$132,985,265**
Projected Revenues	$125,448,001
Net Remaining Gap	**$7,537,264**

* 2026 Personnel Budget Assumes 3% COLA for Non-Union Employees

General Fund Expense Information

Category	2024 Actuals	2025 Budget	Projected 2025	2026 Budget	2027 Projected
General Fund Personnel	$85,766,002	$96,791,772	$97,481,279	$100,999,790	$107,046,246
Internal Service Charges	$8,301,213	$9,186,335	$8,964,995	$10,727,210	$11,039,359
Property/Vehicle Insurance Charges	$1,037,657	$1,090,500	$1,090,360	$1,588,055	$1,746,861
Evergy Streetlight Charges	$1,827,158	$1,949,143	$1,815,012	$1,885,000	$1,900,000
SNCO Prisoner Charges	$1,295,528	$1,100,000	$1,406,392	$1,500,000	$1,600,000
SNCO Liquor Tax Pass-Through	$717,749	$746,025	$718,820	$734,996	$734,981
Other Contractual	$10,112,544	$11,065,224	$10,661,454	$10,614,431	$10,925,865
Commodities	$4,531,750	$4,225,719	$3,716,908	$3,476,650	$3,678,938
Capital Outlays	$778,415	$1,184,166	$1,201,700	$1,354,033	$1,359,616
Other Payments	$551,071	$232,100	$1,339,601	$105,100	$105,000
Totals	**$114,919,087**	**$127,570,984**	**$128,396,521**	**$132,985,265**	**$140,136,866**

Projected General Fund Reserve Information

Categories	General Fund Reserve	Unassigned Reserve	Totals
End of 2024	$23,028,432	$13,934,552	$36,962,984
Drawdown in 2025	$0	($9,450,000)	($9,450,000)
Remaining EOY 2025	**$23,028,432**	**$4,484,552**	**$27,512,984**
FY 2026 15% Min.	$19,947,790	$0	$0
Available for FY2026	**$3,080,642**	**$4,484,552**	**$7,565,195**
Budget Gap			*$7,537,264*
Total Remaining Reserves above 15%	**$27,931**	**$0**	**$27,931**

General Fund Summary

1. Proposed Budget Utilizes Reserves to Address 2026 Gap of $7.5M
2. Other Options
    1. Reduce Expense Bar
    2. Increase Revenue Bar
    3. Combination of the Above

Summary – Other Major Funds

Other Major Funds	2024 Ending Balance	*2025 Ending Balance*	*2026 Ending Balance*
286 – Retirement Reserve	$5,596,341	$6,672,149	$3,068,207
291 – Special Highway Fund	$2,331,580	$188,836	$0
301 – Debt Service	$18,490,145	$17,928,726	$12,926,820
601 – Parking	$1,057,079	$878,561	$467,290
613 – Information Technology	($793,456)	($396,545)	($46,481)
614 – Fleet Fund	$2,223,037	$2,103,359	$2,661,265
615 – Facilities Fund	($845,336)	($158,519)	$343,835
621 – Water Utility	$17,105,007	$15,721,730	$14,054,172
623 – Stormwater Utility	$5,995,850	$4,575,626	$4,038,213
625 – Wastewater Utility	$20,147,185	$20,744,099	$19,752,344
640 – Property & Vehicle Insurance	$799,625	$162,280	$331,032
641 – Workers Comp	$13,366,552	$14,968,591	$11,308,791
642 – Group Health Insurance	$3,650,875	$44,325	$1,029,418
643 – Risk Management Reserve	$450,419	$450,419	$0
644 – Unemployment Fund	$519,484	$603,737	$527,737

Other Funds Considerations

1. **Transfer into Health Insurance Fund: $2.2M**
    1. $1.75M from the Workers Comp Fund
    2. $450k from the Risk Reserve Fund
2. **Transfer into Special Highway Fund: $2M**
    1. $2M from Retirement Reserve Fund
3. **Parking**
    1. Expenses are outpacing revenues in this fund
4. **IT**
    1. Chief Information Security Officer position added
    2. Scanning software ($40K)

Future Policy Considerations

1. **FY2026 Proposed Budget is balanced**
2. **FY2027 General Fund projected deficit is $13M**
    1. Additional Revenue enhancements and Expense reductions will have to be considered to balance future budgets
3. **Other Considerations**
    1. Fully recover costs associated with development permit services (approx. $600k)
    2. Sales Tax Initiative
    3. Additional transfers from other funds

CITY OF TOPEKA

FY2026 Proposed Budget Presentation
July 15th, 2025

City of Topeka

FISCAL YEAR 2026 OPERATING BUDGET

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Topeka
Kansas

For the Fiscal Year Beginning

January 01, 2025

Christopher P. Morrill

Executive Director

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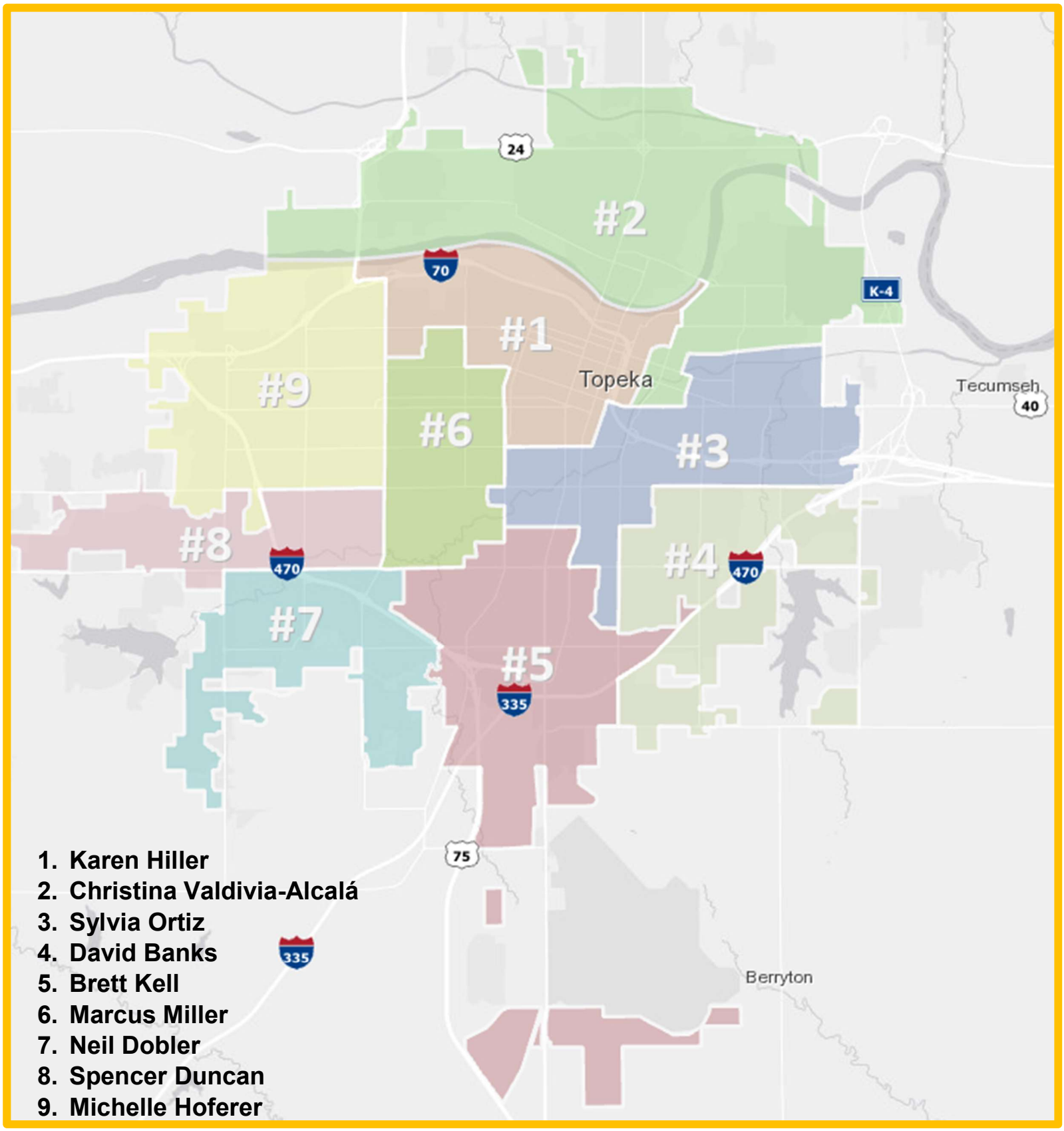
GOVERNING BODY

Since 2005, the City of Topeka has operated under a Council-Manager form of government. This system of local government combines the strong political leadership of elected officials with the managerial experience of a professional local government manager.

The City is governed by a ten-member Governing Body, including a directly elected Mayor and a nine-member City Council elected by district. Governing Body members serve 4-year staggered terms. A City Manager, appointed by the Governing Body, is responsible for the implementation of the Governing Body's policy and the day-to-day operations of the City.

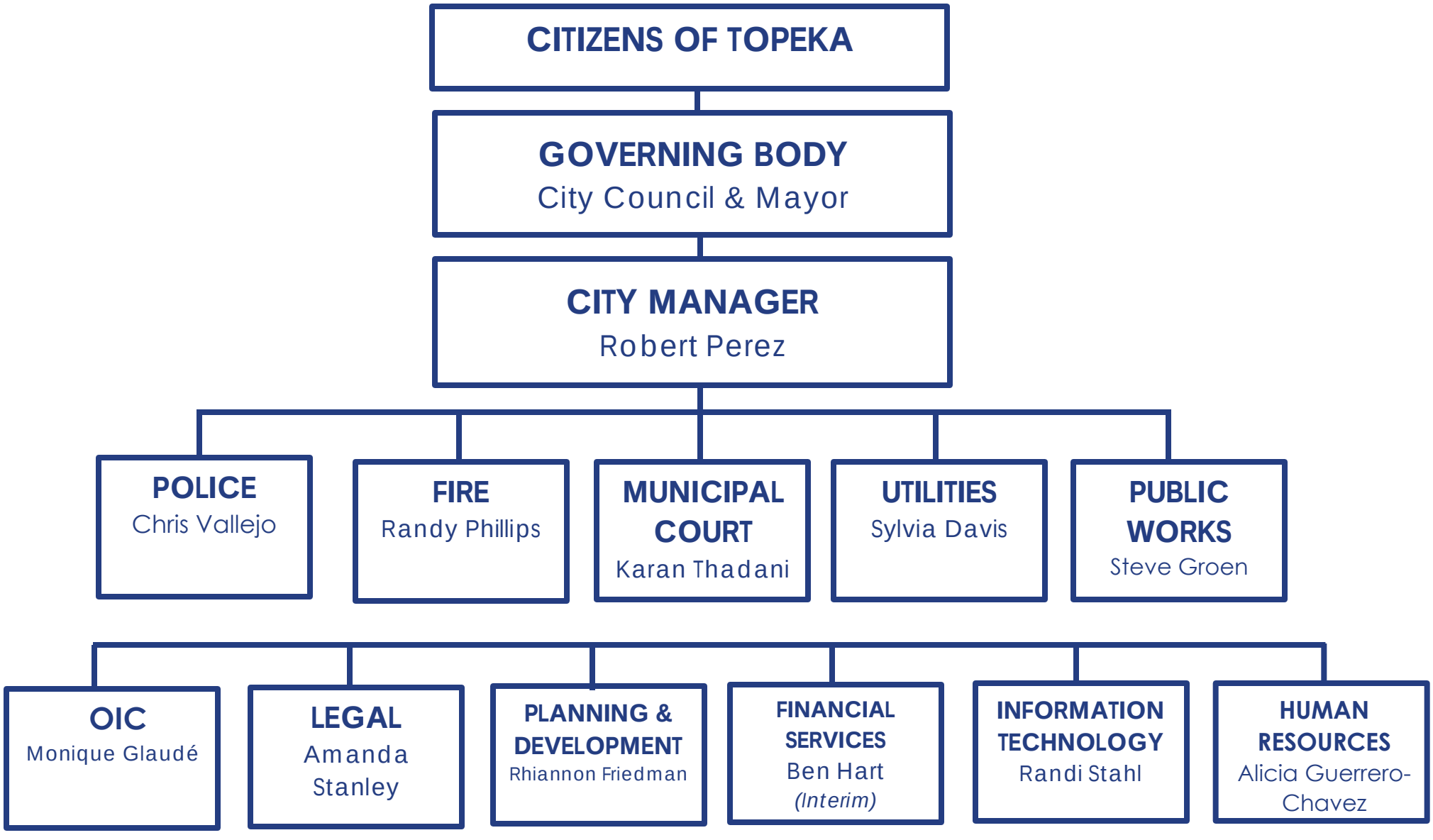
The Governing Body conducts the business of the City by voting on ordinances, resolutions, applications, major plats, zoning petitions, receiving reports, and other items. The Governing Body elects a Deputy Mayor every year, who presides over Council meetings in the absence of the Mayor, makes committee assignments, and chairs various Council committees.

GOVERNING BODY



1. Karen Hiller
2. Christina Valdivia-Alcalá
3. Sylvia Ortiz
4. David Banks
5. Brett Kell
6. Marcus Miller
7. Neil Dobler
8. Spencer Duncan
9. Michelle Hoferer

CITY OF TOPEKA ORGANIZATIONAL CHART



CITY MANAGER'S LETTER

Honorable Mayor Michael Padilla
Members of the Topeka City Council
215 SE 7 Street Topeka, Kansas 66603

Dear Mayor Padilla and City Councilmembers,

I am pleased to present the Fiscal Year 2026 (FY26) Budget for your review. This budget is structurally balanced for FY26. Over the past two years and during this budget cycle, we have seen our revenues stabilize compared to the budget—unlike previous years where revenue collections exceeded budget. At the same time, the City's personnel costs have grown since the last budget cycle due to contractual obligations. Due to these factors, the City will use one-time reserves to help balance the FY 2026 Budget. While I am confident this budget will meet the current needs of Topeka residents, policy changes will be necessary in FY27, as these one-time reserves will projected to be depleted.

Budget Issues Facing the Governing Body

Policy Issues

If the City were to adopt the Revenue Neutral Mill Rate (RNR), the initial budget deficit would be approximately $18 million. To avoid this deficit, the City recommends the following actions:

- To exceed the RNR rate at a mill rate of 36.956—which is also the current mill rate.
- Shift 2 mills from the Debt Service Fund into the General Fund while still maintaining the total mill levy at 36.956. This would generate an additional $3.0 million for General Fund operations.
- Suspend charges for Workers' Compensation and Retirement Reserve due to their strong fund balances.
- Assume no General Fund subsidy for Hotel Topeka.
- Increase PILOT (Payment in Lieu of Taxes) and administrative fees transferred into the General Fund from Enterprise Funds.
- Use the remaining balance in the Unassigned Reserve Fund to help address the projected 2026 deficit.
- Draw down the General Fund Reserve to 15% to further offset the 2026 deficit.
- Eliminate 19 FTEs from the 2026 budget compared to 2025, and assume a vacancy credit of 21 FTEs within the General Fund.

If these actions were accepted the City would be just above its 15% target fund balance at the end of FY26.

Economic Factors

The City's overall assessed value has increased by 4.24% from the prior year assessment rate conducted by Shawnee County. This increase in valuation could allow the City an additional $2.7 million in revenue if the current mill rate remains the same at 36.956, compared to the RNR rate of 35.183.

Sales tax collections have remained relatively flat in 2025. From January to April, collections totaled $13.0 million, compared to $12.7 million during the same period in 2025. This is a 2.25% increase over the first four months in the previous year. The City anticipates only conservative growth in sales tax revenue in FY26 and beyond. Additionally, a proposed fee schedule adjustment is expected to generate an additional $200,000 in FY26.

CITY MANAGER'S LETTER

Economic Factors Continued

Despite increased valuations, expenses are also on the rise. The City is bound by existing union contracts, and inflation continues to drive up costs for services and commodities. Employee healthcare costs alone are projected to rise 16% in FY26, driven by expanded coverage.

To help offset property taxes, the City will continue the Property Tax Rebate Program at $220,000. This program, started in 2024, assists eligible residents and will continue to be administered by the CRC, which also manages the Franchise Fee and Utility Rebate programs—streamlining services for residents and staff.

Regulatory and Legislative Changes

The City remains subject to K.S.A. 70-2088, which requires a public hearing in September if the Governing Body intends to exceed the Revenue Neutral Rate. As this budget assumes the mill levy will exceed the RNR, a hearing will be required. Although several legislative proposals with potential budget implications were introduced during the 2025 session, none were signed into law. Continued discussions on these matters are expected.

Fund Overview

General Fund

The General Fund is the City's primary operating fund, supporting departments such as the City Council, Mayor, Police, Fire, Public Works, and others. It represents about one-third of the citywide budget, with FY26 planned expenditures of $133.0 million—an increase of 4% from FY25's $127.6 million.

Personnel expenses account for 76% of the General Fund and increased by 4.2% or $4.2 million. This includes finalized union contracts and a 3% cost-of-living pool for non-union employees. Non-personnel expenses rose 4.0% or $1.2 million, primarily due to inflationary pressures.

This year's General Fund increase is supported by one-time reserve funds, position freezes, and targeted reductions. Unlike in previous years, the City is no longer projecting significant growth in sales tax revenue—only a modest 2.25% increase is anticipated for 2026. However, at the time this proposed budget was developed, only four months of sales tax collections were available. Revenue projections will be updated as budget discussions continue.

Utility Funds

The Water, Stormwater, and Wastewater Utilities funds reflect rate increases approved in 2023 and continue to target a 150-year infrastructure replacement cycle. The City is drawing down reserves in line with previous discussions. Beginning in 2024, the General Fund reduced its annual Payment in Lieu of Taxes (PILOT) from the Utilities funds from $7.5 million to $5.5 million. However, in 2026 that figure has increased $810,000 to $6,306,000.

Internal Service Funds

Internal Service Funds, such as Information Technology, Fleet, and Facilities, are funded by internal charges to departments. Charges have been increased in 2026 to help bring the cash flow statements above $0 for facilities and IT.

CITY MANAGER'S LETTER

Citywide Half-Cent Sales Tax Fund

The City levies a half-cent sales tax dedicated to street, curb, gutter, and sidewalk repair. The 2026–2035 Capital Improvement Plan (CIP) will be approved alongside this budget. This budget features an increase in infrastructure spending with an additional $2.5 million going towards the Pavement Management Program.

Risk Funds

Property insurance costs increased by 30% over FY25, while health insurance costs rose by 16%. In 2024, the City transitioned to self-insuring vehicle claims and established a dedicated Vehicle Claims Fund, resulting in a $90,000 increase in vehicle insurance expenses. As previously noted, healthcare claims continue to rise, and for the past two years, revenue in the Health Insurance Fund has not kept pace with expenses. To maintain solvency through 2026, the City will need to closely monitor the fund and increase revenue to cover ongoing claim payouts. To help spread the financial impact over multiple years, the City is infusing approximately $2.2 million into the Health Insurance Fund to reduce the required premium increase in the first year.

Other Funds

Another major fund that will present a policy challenge for the Governing Body in 2026 is the Special Highway Fund. The fund balance is projected to be approximately $200,000 by the end of 2025, while revenues remain stagnant. To address the projected $2,000,000 deficit in 2025, the City is proposing an equal transfer from the Retirement Reserve Fund to fill the gap between revenues and expenses.

Other Policy Considerations

The FY26 budget uses one-time reserves to balance the operating budget, a strategy that will not be available in FY27 and FY28. The City is actively evaluating long-term revenue enhancements and cost reductions to establish a sustainable fiscal path.

Conclusion

Decreasing revenue growth, rising core expenses, inflation, and deferred capital needs continue to challenge the City's financial health. City management remains committed to addressing these issues and supporting the Governing Body in achieving long-term fiscal sustainability.

Respectfully submitted,

FY26 BUDGET PUBLIC MEETINGS CALENDAR

JULY

M	T	W	R	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

M	T	W	R	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

M	T	W	R	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16*	17	18	19	20	21
22	23	24	25	26	27	28
30	31					

*Anticipated budget adoption date

FISCAL YEAR 2026 OPERATING BUDGET CALENDAR

May

- 1st - Budget Kickoff

June

- 5th - Department budgets due
- Mid-June - Receive property value estimate
- 27th - Finalization of Department budget proposals

July

- 1st - Revenue Neutral Rate (RNR) Initial Discussion
- 8th - RNR and Public Budget hearing date set and Budget presented to City Council
- 15th - Budget Overview presented to City Council

August

- 12th, 19th and 26th - Budget presented to City Council, continued
- 26th - RNR Public Hearing

September

- 2nd - Resolution for RNR Roll Call Vote and Public Budget Hearing
- 9th - Budget Presentation Wrap-Up
- 16th - Budget Adoption Vote

FINANCIAL SUMMARY

FINANCIAL SUMMARY

Expenditures Glossary

The purpose of this section is to describe the major expenditure types for all funds. These major expenditures are divided into **six categories**: Capital Outlay, Commodities, Contractual, Debt, Other Payments, Personnel.

Capital Outlay: Capital Outlay expenditures include payments that are made for land, building improvements, furniture, motor vehicles, computer software, tools, and equipment.

Commodities: Commodities include materials for asphalt, rock, sand, salt, insecticide, fuel, chemicals, and office supplies.

Contractual: Contractual costs are expenditures related to the operations of the City. They include items such as property insurance premiums, utility costs, printing services, rent, and maintenance services.

Debt: Debt expenditures include the costs of principal and interest for all current outstanding debt and any debt obligations refinanced during the fiscal year.

Other Payments: Other Payments include expenditures for debt service payments and operating transfers. The types of expenditures in this category consist of transfers between funds and debt payments that are paid by the Utilities, Parking, and Debt Service funds.

Personnel: Personnel costs are expenditures related to employee compensation, including employee benefit costs such as the City’s contribution for retirement, social security, and health insurance.

FINANCIAL SUMMARY

Revenues Glossary

The purpose of this section is to describe the major revenues of the City. The major revenue sources fall into nine categories: Fees for Service, Franchise Fees, Intergovernmental Revenue, Licenses & Permits, Miscellaneous, Municipal Court, PILOTs, Special Assessments, and Taxes.

Fees for Service: Fees for Service revenues are those collected in return for a service provided by the City such as water, stormwater, wastewater, and parking.

Franchise Fees: Franchise Fees are revenue generated from agreements between the City and local utilities for the use of rights-of-ways. These agreements result in 5-6% of the utility's revenue due to the City.

Intergovernmental Revenue: Intergovernmental Revenue is revenue collected by the City that comes from other government agencies such as the State of Kansas and Shawnee County.

Licenses & Permits: Licenses and Permits are revenues related to various permitting and licensing services available in the City Clerk and Development Services divisions. These include business licenses and development permits.

Miscellaneous: Miscellaneous revenue is all other revenues collected by the City that is not otherwise assigned to a category in this list.

Municipal Court: Municipal Court revenue are those fines and fee assessed and collected by the City's judicial system.

PILOTs: Payments in Lieu of Taxes (PILOTs) are payments made to the City by various organizations or agencies based on agreements. In these agreements, the City may have granted tax abatements, and PILOTs are a portion of the taxes that may be due to the City.

Special Assessments: Special Assessment revenue are the taxes levied against property owners inside an approved improvement district that provide for the construction of certain public projects such as water and sewer lines or streets.

Taxes: Tax revenues include ad valorem (property) tax, sales taxes, and motor vehicle tax. Property tax is derived from tax levied on real property, personal property, and state assessed utilities. The City receives three sales taxes, two for direct operations and one for countywide purposes.

CITYWIDE FUND DETAILS

Citywide Funds: Detailed Four Year Summary

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$397,885,967**	**$475,001,435**	**$363,806,536**	**$383,738,410**
Fees For Service	$127,910,623	$144,175,260	$149,897,065	$159,677,571
Sales Tax	$79,429,067	$82,625,539	$82,526,552	$86,456,800
Ad Valorem Tax	$56,495,487	$59,525,134	$60,303,058	$64,065,805
Franchise Fees	$15,263,008	$15,199,441	$14,365,512	$16,223,898
Intergovernmental Revenue	$31,380,047	$38,363,586	$14,709,470	$15,037,734
Miscellaneous	$46,272,074	$94,926,357	$12,565,359	$13,813,549
PILOTS	$8,027,067	$6,103,720	$6,040,664	$6,912,247
Motor Vehicle	$5,555,993	$5,480,404	$5,151,821	$5,271,312
Investments from Interest	$16,130,411	$17,165,160	$5,808,000	$5,160,400
Special Assessments	$4,225,091	$4,330,372	$4,219,253	$3,896,930
Transient Guest Tax	$3,283,923	$3,130,089	$4,156,275	$3,325,000
Licenses & Permits	$1,820,289	$2,005,913	$1,869,257	$1,846,664
Fines	$1,518,206	$1,427,503	$1,590,000	$1,505,000
Municipal Court	$574,681	$542,957	$604,250	$545,500
Expenses	**($365,741,442)**	**($418,579,927)**	**($399,241,628)**	**($416,073,389)**
Capital Outlay	($10,113,331)	($5,228,242)	($3,259,466)	($2,864,333)
Commodities	($17,151,557)	($21,059,671)	($19,324,648)	($20,107,098)
Other Payments	($52,282,724)	($61,372,240)	($40,635,411)	($37,758,675)
Debt	($29,389,474)	($48,407,850)	($49,891,602)	($51,616,934)
Personnel	($109,266,497)	($115,975,454)	($133,804,876)	($138,924,158)
Contractual	($147,537,859)	($166,536,469)	($152,325,625)	($164,802,191)
Total	**$32,144,525**	**$56,421,509**	**($35,435,091)**	**($32,334,979)**

CITYWIDE FUND DETAILS

Expenditure Summary for Citywide Funds

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($116,007,107)	($118,403,646)	($127,570,984)	($132,985,265)
102 - Unassigned Reserve Fund		($1,998,061)	($15,374,383)	($6,500,000)
110 - Capital Assets	$0	$0		
216 - Downtown Bus Improv Dist	($194,957)	($164,176)	($203,011)	($203,011)
217 - Topeka Tourism Bid	($369,397)	($356,781)	($379,247)	($352,200)
218 - Noto Business Improve District	($5,006)	($5,744)	($15,000)	($17,000)
220 - Tif (Tx Increm Fin) College Hl	($2,200)	($2,527)	($251,000)	($5,000)
227 - Court Technology Fund	($44,013)	($26,035)	($70,000)	($250,000)
228 - Special Alcohol Program	($567,661)	($695,927)	($746,025)	($734,996)
229 - Alcohol & Drug Safety	($115,786)	($9,275)	($5,743)	($5,166)
231 - Parkland Acquisitions	($17,886)	($11,173)		
232 - Law Enforcement	($463,750)	($497,913)	($551,477)	($551,477)
236 - Special Liability	($1,015,460)	($1,501,796)	($1,536,185)	($1,639,785)
271 - Transient Guest Tax	($2,347,597)	($2,233,723)	($2,018,469)	($2,375,000)
272 - Tgt - Sunflower Soccer	($283,313)	($282,880)	($294,254)	($288,961)
273 - Transient Guest Tax (New)	($468,903)	($409,578)	($482,970)	($475,000)
274 - .50% Sales Tax (State To Jedo)	($11,608,064)	($11,889,918)	($11,956,306)	($12,500,000)
275 - 0.5% Sales Tax (Jedo Proj)	($7,356,405)	($2,267,849)	($9,798,500)	($10,002,811)
276 - Federal Funds Exchange	($499,400)	($4,355,000)	($2,215,000)	($1,550,000)
286 - Retirement Reserve	($1,492,940)	($1,137,818)	($1,127,170)	($3,633,742)
287 - K P & F Rate Equalization	$0	($107,804)		
289 - Historic Asset Tourism			($12,930)	($29,711)
291 - Special Street Repair	($6,165,267)	($6,891,912)	($8,274,449)	($7,781,698)
292 - Sales Tax Street Maint	($17,440,245)	($18,491,826)	($28,124,454)	($28,468,024)
294 - Cid - Holliday Square	($121,348)	($105,956)	($124,989)	($110,000)
295 - Cid - 12Th & Wanamaker	($294,834)	($345,489)	($306,628)	($345,000)
296 - Cid - Cyrus Hotel	($125,884)	($123,034)	($130,919)	($135,000)
297 - Cid - Se 29Th	($92,283)	($106,768)	($95,513)	($115,000)
298 - Wheatfield Fund	($354,724)	($343,523)	($368,913)	($350,000)
299 - City Donations And Gifts		($1,125)	($999,800)	($1,073,675)
301 - Debt Service	($20,558,785)	($20,232,030)	($21,611,803)	($21,395,721)
400 - Economic Development	($326,720)	($374,683)	($343,056)	($375,000)

CITYWIDE FUND DETAILS

Expenditure Summary for Citywide Funds

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
401 - Sherwood Cid	($323,961)	($204,137)	($190,623)	($210,000)
402 - Tif - Sherwood Crossing	($119,021)	($95,479)	($150,000)	($150,000)
403 - Tif - Wheatfield	($302,896)	($869,692)	($500,000)	($910,000)
404 - Cid - Downtown Ramada Inn	($56,373)	($45,584)	($59,191)	($60,000)
406 - Cid - South Topeka	($91)			
407 - Eastgate #4 Rhid			($50,000)	($50,000)
499 - Economic Dev - Clearing Fund	($31,000)	($16,000)		
500 - Metro Trans Authority	($5,983,690)	($6,532,718)	($6,658,710)	($6,993,044)
601 - Public Parking	($3,360,066)	($3,449,216)	($3,462,690)	($3,157,281)
613 - Information Technology	($5,037,524)	($7,666,532)	($6,702,768)	($6,931,006)
614 - Fleet Management	($2,401,915)	($2,597,423)	($3,664,128)	($2,310,635)
615 - Facilities Operations	($3,013,444)	($3,541,047)	($3,509,272)	($3,555,688)
621 - Water Utility	($43,758,166)	($61,007,180)	($56,528,377)	($62,286,091)
623 - Stormwater Utility	($10,834,838)	($14,625,520)	($12,727,224)	($12,633,611)
625 - Wastewater Fund	($41,706,640)	($53,521,430)	($41,111,311)	($45,392,654)
640 - Property & Vehicle Insurance	($2,724,191)	($3,222,675)	($2,939,841)	($3,901,500)
641 - Workers Comp Self Ins	($2,637,560)	($1,532,629)	($2,434,217)	($3,859,800)
642 - Group Health Insurance	($15,070,873)	($17,258,753)	($17,657,459)	($22,296,882)
643 - Risk Management Reserve		($875)	($2,000)	($467,000)
644 - Unemployment Comp	($21,993)	($22,071)	($81,442)	($81,000)
700 - Hud Grants	($5,877,614)	($5,781,079)	($3,850,493)	($3,854,820)
710 - Other Grants	($1,195,522)	($2,113,916)	($1,071,802)	($989,691)
720 - Public Health Emergency Response	($15,735,578)	($17,720,129)		
730 - Opioid Settlement Fund	($6,600)	($6,600)	($362,546)	($834,441)
740 - Economic Development Fund	($500,000)	($44,260)	($538,356)	($900,000)

CITYWIDE FUND DETAILS

Expenditure Summary: Total Citywide Funds by Category

Object Category	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Contractual	**($147,537,859)**	**($166,536,469)**	**($152,325,625)**	**($164,802,191)**
Purchased Services	($73,573,683)	($76,387,379)	($79,567,953)	($86,610,018)
Individual & Contract Services	($32,922,741)	($44,050,823)	($28,312,892)	($30,223,171)
Contributions to Agencies	($10,224,659)	($10,965,676)	($11,065,205)	($11,563,040)
Maintenace	($8,512,255)	($11,943,882)	($10,796,766)	($11,256,178)
Utilities	($9,381,562)	($9,898,621)	($9,901,460)	($10,988,837)
Insurance	($5,868,389)	($6,828,389)	($7,309,258)	($8,999,847)
Grants	($5,366,602)	($4,892,541)	($3,046,275)	($3,061,275)
RENTS	($936,170)	($856,243)	($1,528,228)	($1,412,588)
Miscellaneous	($751,797)	($712,916)	($797,588)	($687,238)
Personnel	**($109,266,497)**	**($115,975,454)**	**($133,804,876)**	**($138,924,158)**
Compensation	($77,695,928)	($78,502,854)	($93,954,789)	($100,632,308)
Benefits	($31,413,703)	($37,321,381)	($39,754,196)	($38,209,660)
Allowances and Reimbursements	($156,866)	($151,220)	($95,890)	($82,190)
Debt	**($29,389,474)**	**($48,407,850)**	**($49,891,602)**	**($51,616,934)**
Debt Services	($29,389,474)	($48,407,850)	($49,891,602)	($51,616,934)
Other Payments	**($52,282,724)**	**($61,372,240)**	**($40,635,411)**	**($37,758,675)**
Operational Transfers	($28,976,060)	($38,143,202)	($35,321,405)	($34,589,000)
Other Costs	($24,193,306)	($23,364,989)	($5,221,506)	($3,169,175)
Clearing	$886,643	$135,951	($92,500)	($500)
Commodities	**($17,151,557)**	**($21,059,671)**	**($19,324,648)**	**($20,107,098)**
Supplies	($17,151,557)	($21,059,671)	($19,324,648)	($20,107,098)
Capital Outlay	**($10,113,331)**	**($5,228,242)**	**($3,259,466)**	**($2,864,333)**
Capital Outlay	($10,113,331)	($5,228,242)	($3,259,466)	($2,864,333)
Total	**($365,741,442)**	**($418,579,927)**	**($399,241,628)**	**($416,073,389)**

CITYWIDE FUND DETAILS

Revenue Summary for Citywide Funds

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	$116,085,443	$114,928,383	$127,570,992	$132,985,265
102 - Unassigned Reserve Fund	$11,706,274	$4,134,894		
216 - Downtown Bus Improv Dist	$178,715	$125,784	$184,920	$203,011
217 - Topeka Tourism Bid	$369,551	$352,197	$384,333	$352,200
218 - Noto Business Improve District	$12,650	$12,700	$15,000	$17,000
220 - Tif (Tx Increm Fin) College Hl	$2,165	$2,527	$251,000	$5,000
227 - Court Technology Fund	$26,332	$25,442	$25,000	$25,000
228 - Special Alcohol Program	$723,737	$717,749	$746,025	$734,996
229 - Alcohol & Drug Safety	$16,936	$10,976	$22,000	$22,000
231 - Parkland Acquisitions	$13,149	$11,106		
232 - Law Enforcement	$459,915	$325,313	$189,000	$189,000
236 - Special Liability	$1,164,897	$1,253,948	$1,059,376	$1,121,832
271 - Transient Guest Tax	$2,347,597	$2,238,852	$2,972,974	$2,375,000
272 - Tgt - Sunflower Soccer	$478,031	$454,169	$602,920	$475,000
273 - Transient Guest Tax (New)	$458,296	$437,067	$580,381	$475,000
274 - .50% Sales Tax (State To Jedo)	$11,608,064	$11,889,918	$11,956,306	$12,500,000
275 - 0.5% Sales Tax (Jedo Proj)	$8,290,170	$10,238,658	$7,760,018	$9,445,170
276 - Federal Funds Exchange	$1,738,080	$1,557,504	$1,600,000	$1,665,000
286 - Retirement Reserve	$2,177,006	$2,348,346	$1,930,000	$30,000
287 - K P & F Rate Equalization	$242	($505)		
291 - Special Street Repair	$5,711,469	$5,634,311	$5,204,250	$7,503,130
292 - Sales Tax Street Maint	$20,811,318	$21,610,455	$20,511,907	$21,447,280
294 - Cid - Holliday Square	$121,015	$103,872	$124,645	$110,000
295 - Cid - 12Th & Wanamaker	$293,643	$340,180	$305,388	$345,000
296 - Cid - Cyrus Hotel	$125,311	$121,325	$130,324	$135,000
297 - Cid - Se 29Th	$91,830	$105,514	$95,044	$115,000
298 - Wheatfield Fund	$353,787	$338,517	$367,939	$350,000
299 - City Donations And Gifts	$249,800	$75,000		
301 - Debt Service	$22,275,286	$23,509,184	$19,316,996	$16,393,815
400 - Economic Development	$325,585	$370,385	$341,864	$375,000

CITYWIDE FUND DETAILS

Revenue Summary for Citywide Funds

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
401 - Sherwood Cid	$182,499	$201,594	$191,623	$210,000
402 - Tif - Sherwood Crossing	$117,986	$145,659	$150,000	$150,000
403 - Tif - Wheatfield	$573,367	$869,692	$500,000	$910,000
404 - Cid - Downtown Ramada Inn	$55,709	$45,575	$58,494	$60,000
407 - Eastgate #4 Rhid			$50,000	$50,000
499 - Economic Dev - Clearing Fund	$81,500	$21,500		
500 - Metro Trans Authority	$5,983,690	$6,532,718	$6,658,710	$6,993,044
501 - Payroll Clearing	($1,383)			
561 - Law Enforcement Trust	$45,605	$4,043		
601 - Public Parking	$3,662,896	$2,505,021	$2,461,570	$2,746,010
613 - Information Technology	$4,134,913	$5,970,956	$6,957,278	$7,281,070
614 - Fleet Management	$2,554,209	$2,905,620	$3,039,000	$2,868,541
615 - Facilities Operations	$1,440,838	$3,878,840	$3,520,000	$4,058,042
621 - Water Utility	$55,141,766	$55,416,036	$55,145,100	$60,613,500
623 - Stormwater Utility	$11,876,617	$12,870,716	$11,307,000	$12,096,200
625 - Wastewater Fund	$39,469,335	$42,824,063	$41,708,225	$44,400,900
640 - Property & Vehicle Insurance	$2,793,262	$2,780,224	$3,000,000	$4,070,252
641 - Workers Comp Self Ins	$3,679,364	$3,830,732	$3,146,224	$200,000
642 - Group Health Insurance	$13,387,101	$15,574,715	$16,146,000	$22,179,007
643 - Risk Management Reserve	$24,387	$28,026		$15,000
644 - Unemployment Comp	$102,556	$111,487	$81,565	$5,000
700 - Hud Grants	$5,960,461	$5,673,569	$4,350,000	$4,350,000
710 - Other Grants	$1,218,958	$1,353,025	$1,087,145	$1,087,145
720 - Public Health Emergency Response	$15,890,089	$17,677,159		
730 - Opioid Settlement Fund	$369,621	$438,941		
740 - Economic Development Fund	$500,000	$27,442		

SCHEDULE OF FUND BALANCES

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
101 - General Fund	$23,028,432	$23,028,432	$19,975,720
102 - Unassigned Reserve Fund	$13,843,107	$4,484,552	$0
216 - Downtown Bus Improv Dist	$60,972	$0	$0
217 - Topeka Tourism Bid	($277)	$0	$0
218 - Noto Business Improve District	$14,600	$0	$0
227 - Court Technology Fund	$239,730	$225,730	$730
228 - Special Alcohol Program	$225,883	$225,883	$225,883
229 - Alcohol & Drug Safety	$9,171	$25,428	$42,062
232 - Law Enforcement	$1,583,390	$1,265,810	$903,333
236 - Special Liability	$2,996,713	$2,472,923	$1,954,970
271 - Transient Guest Tax	$57,244	$0	$0
272 - Tgt - Sunflower Soccer	$702,779	$431,440	$617,479
273 - Transient Guest Tax (New)	$93,553	$0	$0
274 - .50% Sales Tax (State To Jedo)	$0	$0	$0
275 - 0.5% Sales Tax (Jedo Proj)	$21,116,143	$21,684,346	$23,826,450
276 - Federal Funds Exchange	$610,948	$205,976	$320,976
286 - Retirement Reserve	$5,596,341	$6,672,149	$3,068,207
289 - Historic Asset Tourism	$29,711	$0	$0
291 - Special Street Repair	$2,331,580	$188,836	$0
292 - Sales Tax Street Maint	$39,812,281	$34,759,722	$27,738,979
293 - Tif (Tx Increm Fin) Eastgate	$0	$0	$0
294 - Cid - Holliday Square	$0	$0	$0
295 - Cid - 12Th & Wanamaker	$0	$0	$0
296 - Cid - Cyrus Hotel	$0	$0	$0
297 - Cid - Se 29Th	$0	$0	$0
298 - Wheatfield Fund	$0	$0	$0
299 - City Donations And Gifts	$1,073,675	$1,073,675	$0
301 - Debt Service	$18,490,145	$17,928,726	$12,926,820
400 - Economic Development	$0	$0	$0
401 - Sherwood Cid	$0	$0	$0
402 - Tif - Sherwood Crossing	$0	$0	$0
403 - Tif - Wheatfield	$0	$0	$0
404 - Cid - Downtown Ramada Inn	$0	$0	$0
405 - South Topeka Tif	$0	$0	$0
406 - Cid - South Topeka	$0	$0	$0
407 - Eastgate #4 Rhid	$0	$0	$0
499 - Economic Dev - Clearing Fund	$0	$0	$0
500 - Metro Trans Authority	$0	$0	$0

SCHEDULE OF FUND BALANCES

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
601 - Public Parking	$1,057,079	$878,561	$467,290
613 - Information Technology	($793,456)	($396,545)	($46,481)
614 - Fleet Management	$2,223,037	$2,103,359	$2,661,265
615 - Facilities Operations	($845,336)	($158,519)	$343,835
621 - Water Utility	$17,105,007	$15,721,730	$14,054,172
623 - Stormwater Utility	$5,995,850	$4,575,626	$4,038,213
625 - Wastewater Fund	$20,147,185	$20,744,099	$19,752,344
640 - Property & Vehicle Insurance	$799,625	$162,280	$331,032
641 - Workers Comp Self Ins	$13,366,552	$14,968,591	$11,308,791
642 - Group Health Insurance	$3,650,875	$44,325	$1,029,418
643 - Risk Management Reserve	$450,419	$450,419	$0
644 - Unemployment Comp	$519,484	$603,737	$527,737
730 - Opioid Settlement Fund	$823,946	$823,946	$0
740 - Economic Development Fund	$1,021,537	$1,021,537	$121,537

GENERAL FUND DEPARTMENTS

Expenditure Summary for General Fund Departments

Department Name	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget ▲
Police Department	($42,839,436)	($45,499,005)	($54,500,451)	($52,693,748)
Fire Department	($32,881,490)	($36,281,139)	($38,861,952)	($37,328,356)
Misc. Non - Departmental	($5,032,312)	($7,665,834)	($4,428,652)	($15,579,852)
Public Works	($6,790,654)	($7,704,246)	($8,350,043)	($7,626,421)
Planning Department	($2,749,575)	($3,696,895)	($4,290,577)	($3,929,609)
City Manager	($1,784,926)	($2,022,940)	($3,459,587)	($2,867,141)
Financial Services	($14,867,862)	($6,449,284)	($3,357,199)	($2,715,342)
Neighborhood Relations/Code Enforcement	($2,374,631)	($2,285,176)	($2,756,542)	($2,600,391)
Human Resources	($1,546,103)	($1,831,171)	($2,137,214)	($2,337,722)
Municipal Court	($1,700,440)	($1,880,330)	($2,166,015)	($2,198,651)
City Attorney	($1,403,471)	($1,652,780)	($1,817,471)	($1,708,918)
Park And Recreation Pass-Through	($723,737)	($717,749)	($746,025)	($734,996)
City Council	($363,489)	($436,164)	($509,116)	($498,277)
Mayor's Office	($148,087)	($169,106)	($190,140)	($165,839)
Topeka Zoological Park	($800,894)	($111,826)		
Total	**($116,007,107)**	**($118,403,646)**	**($127,570,984)**	**($132,985,265)**

TAX REVENUE BREAKDOWN

Tax Revenue

The purpose of this section is to breakdown the tax revenue the City of Topeka receives. The City receives four main types of tax revenue: Ad Valorem Tax, Sales Tax, Motor Vehicle Tax, and Transient Guest Tax.

Ad Valorem (Property Taxes): The Ad Valorem Tax is one of the largest single revenue streams available to Kansas cities. These revenues are derived from taxes levied on real property, personal property, and state assessed utilities. The Shawnee County Appraiser assigns values to real and personal properties, while the State of Kansas assigns values to state assessed utilities. The City maintains three taxing funds: the General Fund, Debt Service Fund, and Special Liability Fund.

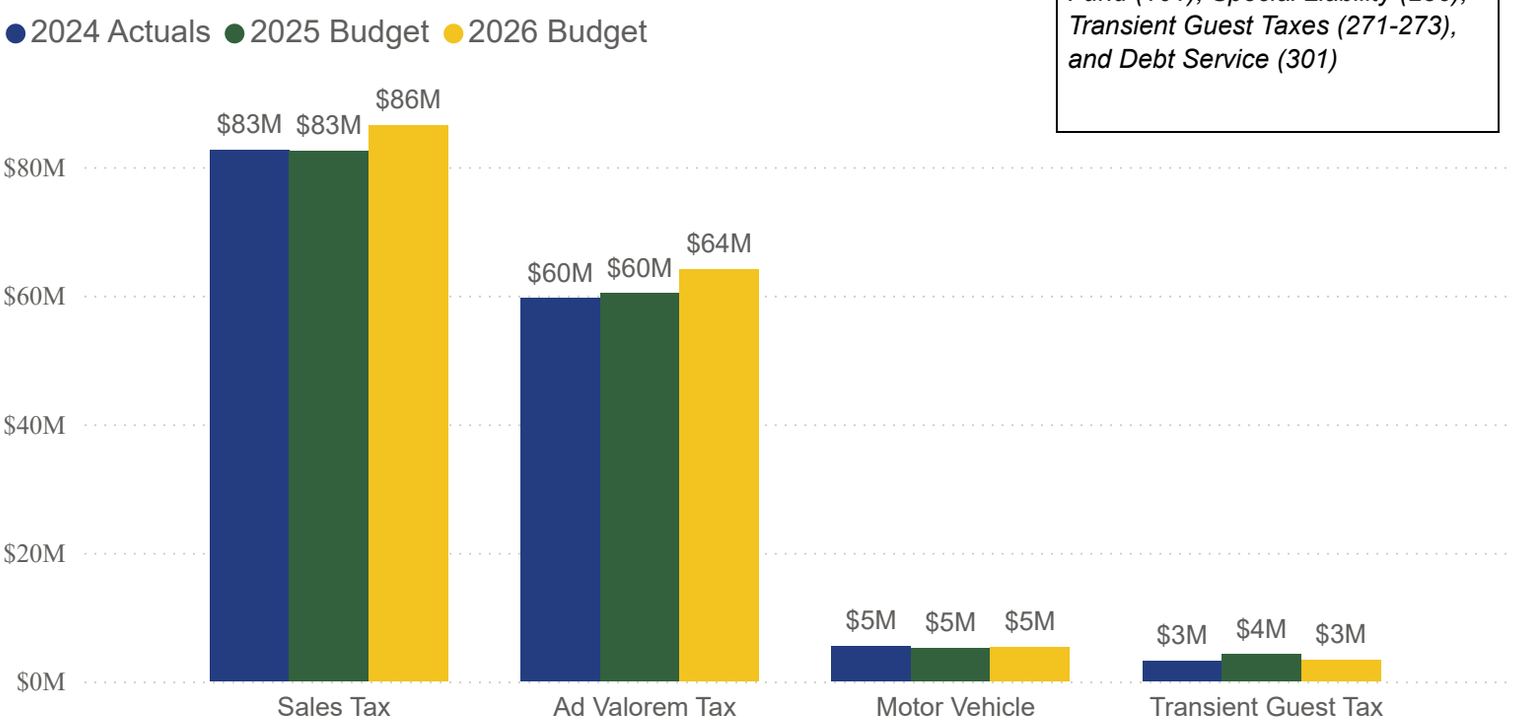
Sales Tax: The City of Topeka receives three sales taxes - two for direct operations and one for countywide purposes. In addition to those, the City also manages sales tax for the payment of debt service and pay-as-you-go community improvement districts. The two sales taxes that are utilized for operations are a 1 cent sales tax for the General Fund and a 1/2 cent sales tax utilized for existing street maintenance.

Motor Vehicles: The State of Kansas collects taxes when an applicant applies for title on a motor vehicle, trailer, all-terrain vehicle, boat, or outboard motor (unit), regardless of the purchase date. Revenue projections are received from the County.

Transient Guest Tax: The Transient Guest Tax (TGT) is charged on hotel nights within the city. The City Council sets the tax rate. The TGT is closely tied to the same factors as sales tax and is sensitive to the broader economy.

Tax Summary

***Note**: Chart includes the General Fund (101), Special Liability (236), Transient Guest Taxes (271-273), and Debt Service (301)*



PROPERTY TAX BREAKDOWN

Property Tax Revenue

Property tax is one of the largest revenue sources for the City. The State of Kansas uses mills to levy property tax. One mill is one dollar per $1,000 dollars of assessed value. Residential properties pay 11.5% of their value in property taxes. Multiple entities in Shawnee County levy and collect property tax. The below chart illustrates all the entities that levy property tax and their mill rate in 2025.

Entity	2021 Mill Rates	2022 Mill Rates	2023 Mill Rates ▼	2024 Mill Rates
Shawnee County	50.999	49.861	48.653	48.326
USD 501	48.385	46.013	44.540	44.344
City of Topeka	39.939	38.963	36.952	36.956
Topeka/SNCO Library	9.706	8.890	8.192	7.909
Metro Transit Authority	4.200	4.200	4.200	4.200
Washburn University	3.403	3.451	3.450	3.450
Metro Topeka Airport Authority	1.930	1.750	2.157	2.239
State of Kansas	1.500	1.500	1.500	1.500
Total	**160.062**	**154.628**	**149.644**	**148.924**

USER FEE BREAKDOWN

User Fee Revenue

User fees are typically determined with the assistance of rate studies. Rate studies look at the financing needs of the particular utility, the rate base, changes in the number of users, and other factors to determine the rate level necessary to support a particular revenue stream. Customers that are city residents pay a lower rate than those outside the city limits.

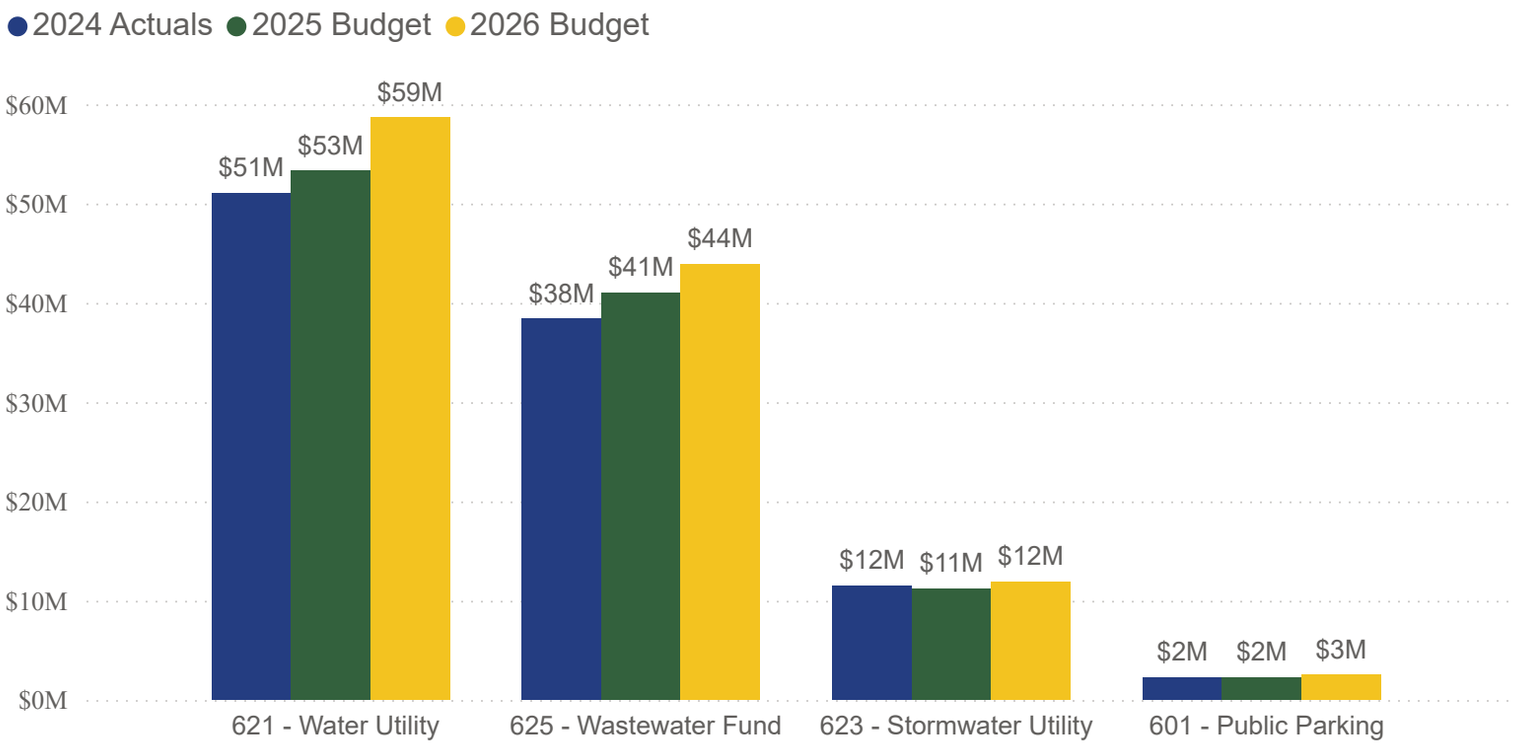
Water Utility: Water division staff produce estimated revenues based upon approved rates, the number of users, and predicted usage. The City Council establishes the City's water rates and approved a 8.5% rate increase for 2024.

Wastewater Fund: Water Pollution Control division staff produce estimated rates based upon approved rates, the number of users, and predicted usage. The City Council establishes the City's wastewater rates and approved a 7.5% rate increase for 2024.

Stormwater Utility: Water Pollution Control division staff produce estimated rates for the Stormwater Utility based upon approved rates, the number of users, and estimated impervious surface. The City Council establishes the City's stormwater rates and approved a 6.5% rate increase for 2024. This fee is only charged to inside city residents.

Public Parking: The City of Topeka owns eight parking garages. Garage stalls are either leased or funded by hourly fees. This revenue is founded on expert-based estimation from an evaluation of trends, current pricing, spaces available, and contracts/agreements.

User Fee Summary



FRANCHISE FEE BREAKDOWN

Franchise Fee Revenue

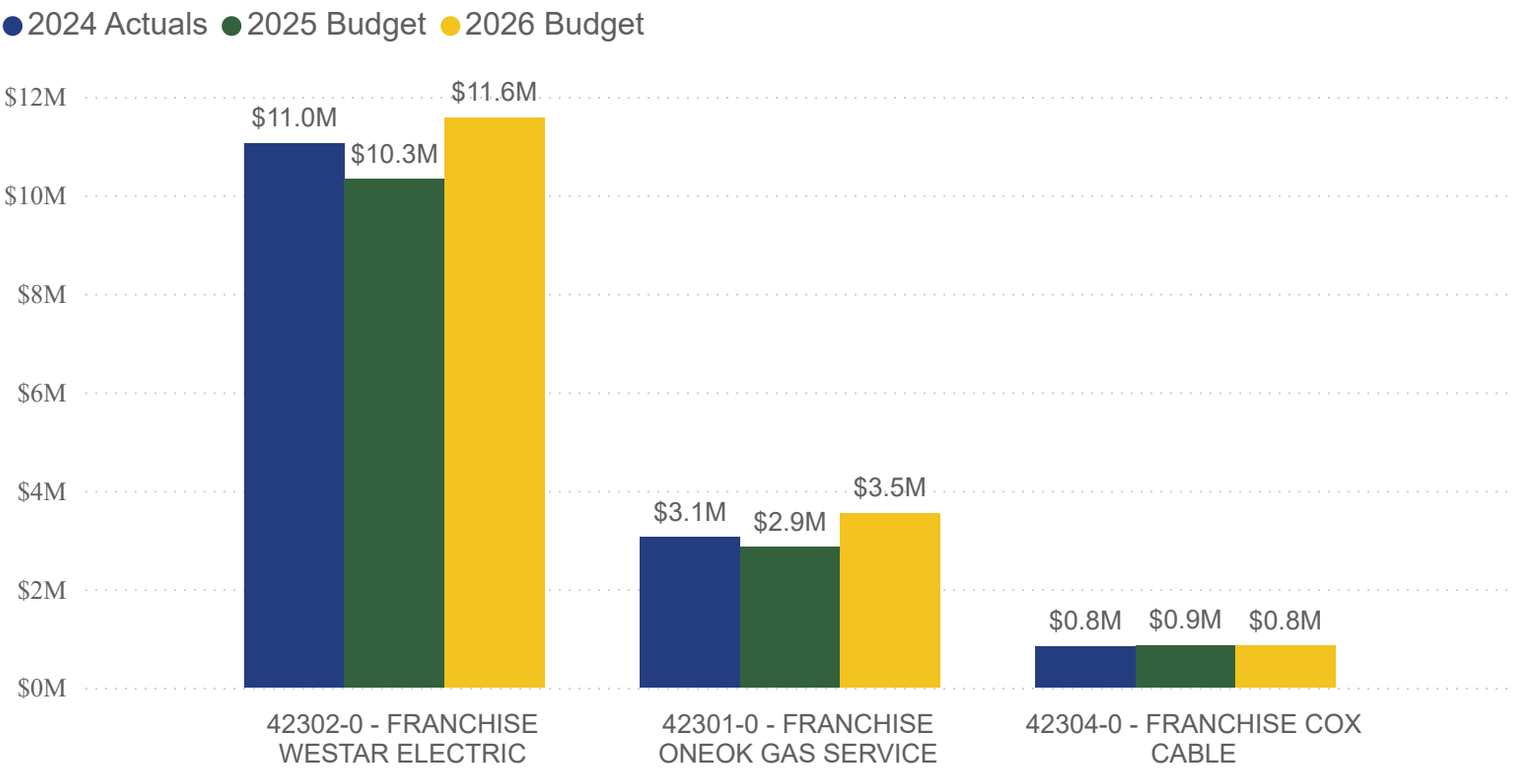
Franchise Fees are revenue generated from agreements between the City and local utilities for the use of rights-of-ways. These agreements result in 5-6% of the utility's revenue due to the City.

Franchise Westar Electric: Electric franchise fees are applied to the gross receipts of electric utilities operating within the City. Currently, the fee for Kaw Valley Electric is 5% and Evergy is 6%. Electric Franchise Fees are dependent on the number of users and usage. This revenue source is affected significantly by changes in the weather, as well as modifications to electric rates permitted by the Kansas Corporation Commission.

Franchise Oneok Gas Service: Gas franchise fees are applied to the gross receipts of natural gas utilities operating within the City. Currently, the fee for the sole natural gas utility in Topeka is 5%. Gas Franchise Fees are dependent on the number of users and usage. This revenue source is affected significantly by changes in the weather, changes in the price of wholesale natural gas, as well as modifications to natural gas rates permitted by the Kansas Corporation Commission.

Franchise Cox Cable: Cable franchise fees are applied to the gross receipts of cable television utilities operating within the City. Currently, the fee for cable providers in Topeka is 5%. Cable franchise fees are dependent on the number of users and the level of service demanded by those users. This revenue source is affected primarily by changing viewer habits, such as some users “cutting the cord” and dropping cable service and the increasing costs of cable service over time.

Franchise Fee Summary



POSITION CHANGE OVERVIEW

Full Time Equivalent Positions

Every year the City evaluates the number of Full Time Equivalent (FTE) positions needed to meet City Council Priorities. Below is a four year personnel history for all funds:

Department	2023 Budget	2024 Budget	2025 Budget	2026 Budget
10101 - City Council	10.00	10.00	11.00	11.00
10102 - City Manager	13.00	17.00	21.00	18.60
10103 - City Attorney	9.90	12.90	12.28	12.40
10104 - Financial Services	26.00	27.00	25.00	22.00
10105 - Municipal Court	18.67	20.67	19.00	19.00
10106 - Human Resources	9.00	10.00	10.50	14.00
10107 - Mayor's Office	2.00	2.00	2.00	2.00
10120 - Fire Department	247.00	247.00	247.00	245.00
10125 - Police Department	349.00	351.00	349.00	346.00
10130 - Public Works	54.00	45.25	43.60	43.60
10150 - Topeka Zoological Park	3.00	3.00		
10160 - Planning Department	28.00	36.50	36.50	35.50
10170 - Neighborhood Relations/Code Enforcement	22.00	21.00	21.00	20.00
22905 - Alcohol & Drug Safety	1.33	0.33		
23603 - Special Liability (Legal)	5.10	5.10	5.72	5.60
29130 - Special Highway Fund (Public Works)	55.00	61.00	58.00	58.00
29230 - Citywide Half-Cent Sales Tax (Public Works)	1.00	1.00	4.25	7.25
60130 - Parking (Public Works)	10.50	10.25	10.15	10.15
61312 - Information Technology	16.00	25.00	25.00	27.00
61404 - Fleet Management (Public Works)	22.50	22.25	22.00	22.00
61530 - Facilities Operations (Public Works)	16.00	15.25	15.00	15.00
62130 - Water Utility	121.00	121.00	123.00	122.00
62330 - Stormwater	26.00	26.00	25.00	25.00
62530 - Wastewater	76.00	76.00	76.00	76.00
64150 - Workers Comp (Human Resources)	2.00	2.00	2.25	0.00
64252 - Health Fund (Human Resources)	2.00	2.00	2.25	0.00
70002 - HUD Comm. Eng. Grants		2.00		
70071 - HND State Grants	10.00	10.50	10.50	10.90
71025 - Other Grants (Police)	1.00	1.00	1.00	1.00
71057 - Municpal Court Grants				1.00
71060 - Other Grants (Planning)	2.00	2.00	2.00	2.00
71071 - Other Grants (Planning)	3.00	1.00	2.00	1.00
Total	**1,162.00**	**1,187.00**	**1,182.00**	**1,173.00**

POSITION CHANGE OVERVIEW

Full Time Equivalent Positions in General Fund Variances

1. **General Fund (797.88 to 789.10 FTEs)**
   a. **10101 - City Council –** No changes

   b. **10102 - City Manager – (21 FTEs to 18.6 FTEs)**
      i. Removed 1 Communications & Production Manager, Removed 1 Division Director of Community Engagement, Split 1 Senior Community Program Administrator 60/40 between General Funding and Grant Funding

   c. **10103 – City Attorney – (12.28 FTEs to 12.40 FTEs)**
      i. Moved .12 FTEs out of Special Liability into the General Fund

   d. **10104 – Finance – (25 FTEs to 22 FTEs)**
      i. Removed 1 Accounting Clerk, Removed 1 Procurement Officer, Moved 1 Senior Project Manager into the IT fund

   e. **10105 – Municipal Court –** No Changes

   f. **10106 – Human Resources – (10.5 FTEs to 14 FTEs)**
      i. Moved 4.5 FTEs from Risk funds to General Fund, Removed 1 Senior Human Resources Specialist

   g. **10170 – Mayor's Office –** No Change

   h. **10120 – Fire Department – (247 FTEs to 245 FTEs)**
      i. Removed 1 Division Chief, Removed 1 Training Officer

   i. **10125 – Police Department – (349 FTEs to 346 FTEs)**
      i. Removed 1 Assistant Chief, Removed 1 Sargeant, Removed 1 Detective, Removed 2 Police Officers, Removed 1 Evident & Property Technician, Removed 2 Police Records Clerks, Removed 1 Animal Control Officer, Added 3 Crime Scene Investigators, Added 2 PAL Instructor, Added 1 TCALC Instructor

   j. **10130 – Public Works –** No Changes

   k. **10160 – Planning and Development – (36.50 FTEs to 35.50 FTEs)**
      i. Removed 1 Office Assistant, Moved 1 Program Coordinator from Grants to General Fund, Removed 1 Trade Inspector

   l. **10170 – Code Enforcement – (21 FTEs to 20 FTEs)**
      i. Removed 1 Property Maintenance Inspector

POSITION CHANGE OVERVIEW

Full Time Equivalent Positions for Non- General Fund Variances

Non-General Fund (384.12 FTEs to 383.90 FTEs)

1. 236 - Special Liability (5.72 FTEs to 5.60 FTEs)
a. Partially moved .12 FTEs into General Fund

2. 292 - Citywide Half-Cent Sales Tax (4.25 FTE to 7.25 FTEs)
a. Added 3 Engineering Technicians

3. 613 - Information Technology Budget (25.0 FTEs – 27.0 FTEs)
a. Added 1 Deputy Director & Moved 1 Senior Project Manager from General Fund into IT Fund

4. Utilities (224 FTEs to 223 FTEs)
a. Removed 1 Ombudsman

5. 641 - Workers Compensation Fund (2.25 FTEs to 0 FTEs)
a. Moved 2.25 positions to General Fund

6. 642 - Health Fund (2.25 FTEs to 0 FTEs)
a. Moved 2.25 positions to General Fund

7. Grant Funds (15.50 FTEs to 15.90 FTEs)
a. Added 1 Victim Witness Coordinator, Moved 1 Program Coordinator to General Fund, Split 1 Senior Community Program Administrator 60/40 between General Funding and Grant Funding

Enhancements to FY26 Budget

Enhancements to General Fund

1. Tyler digiTICKET System
The Tyler digiTICKET System is a digital ticketing solution that allows officers to issue citations electronically using handheld devices, improving both accuracy and efficiency. It captures data such as GPS location, photos, and electronic signatures, and functions even without internet access. The system integrates with Tyler's court and records platforms to streamline workflows. Widely used by agencies nationwide, digiTICKET is offered as a service with low upfront costs. This expense will be allocated across the General Fund, Court Technology Fund, and IT Fund. ($130.000**)**

2. Police Staffing Study
The City is conducting a police staffing study to determine how many officers are needed to meet current service demands. The study will review call volume, response times, and types of duties performed. It will also examine the appropriate balance between sworn officers and non-sworn staff. The results will guide future hiring and budget planning. ($150,000)

3. Lexipol
Lexipol provides policy manuals, training, and resources for public safety departments, including police, fire, and EMS. Their services help agencies stay current with changing laws, best practices, and risk management standards. Lexipol offers customizable, regularly updated policies and online training to support staff understanding and compliance. Many cities use Lexipol to improve consistency, reduce liability, and maintain professional standards. ($40,000)

4. ADA Website Study
The City will conduct an ADA study of its website to ensure accessibility for all users, including those with disabilities. The review will identify barriers related to screen readers, navigation, and other assistive technologies. The results will guide updates to improve accessibility and meet federal standards**.** ($30,000)

5. Engineering Inspector Vehicles
The City is hiring in-house inspectors to reduce costs currently spent on outside consultants. To support this new team, three additional vehicles will be needed to enable inspectors to travel efficiently to job sites. This approach will save money over time while improving oversight and project management. ($135,000)

6. Fire Compressors
This project will replace the air compressors at Fire Stations #3 and #5. These compressors are used to refill SCBA (Self-Contained Breathing Apparatus) bottles, which are essential for firefighting operations. ($240,000)

7. Lobbying Contract
The City will need to solicit services for a new lobbying contract in 2026. ($75,000)

8. Civilian Positions in Police
The City plans to add six civilian full-time employees (FTEs) to support the Police Athletic League (PAL), Traffic Crash and Accident Litigation Coordinator (TCALC), and Crime Scene Investigation (CSI) units. By hiring civilians for these roles, the City aims to free up sworn officers currently assigned to these duties, allowing them to return to active patrol and increase street presence. This change is expected to improve overall police efficiency and enhance community safety. ($360,000).

9. Public Defender Contract
The Public Defender Contract has increased $195,000 for 2026.

10. Fee Schedule
The City is currently in the process of updating its fee schedule to better align with the cost of services provided. These adjustments are expected to generate an estimated $200,000 in additional General Fund revenue. The proposed changes include increases across various departments and service areas, reflecting inflationary impacts, updated cost recovery goals, and benchmarking against comparable jurisdictions. Please see the Appendix for a complete list of fees.

Reductions to FY26 Budget

Reductions to General Fund

Removed Positions
The following positions have been removed from the budget: Assistant Chief, Police Sergeant, Police Detective, two Police Officers in Training, Evidence & Property Technician I, two Police Records Clerks I, Animal Control Officer, Property Maintenance Inspector I, Office Assistant III, Division Chief Fire, Training Officer II, Communications & Production Manager, Office Specialist, Accounting Clerk, Trade Inspector, Procurement Officer, Division Director of Community Engagement, and Senior Human Resources Specialist. This reduction reflects a strategic decision to decrease staffing levels across multiple departments, aligning expenditures with available resources while continuing to provide essential services. ($1,667,000)

Frozen Positions
For the 2026 budget, the City is deliberately holding several key positions vacant as a cost-saving measure. These include multiple Firefighter III roles, a Battalion Fire Chief (24-hour), the Chief Financial Officer, and the Emergency Preparedness Manager. Additionally, a vacancy credit equivalent to 10 officer positions is being applied. By keeping these positions unfilled throughout the year, the City aims to reduce payroll expenses and better manage its overall budget while maintaining essential services. This approach represents a careful balance between fiscal responsibility and operational needs in the coming fiscal year. ($1,836,000)

Hotel Topeka
This budget assumes no general fund transfers to the TDC. ($1,425,000)

Engineering Studies
The budget removes $300,000 previously allocated for consulting fees related to outside engineering work. ($300,000)

Utility Rebate Program
The Utility Rebate Program funding has been moved from the general fund to be paid out of the Utilities funds. ($74,500)

Property Tax Rebate Program
Historically, the program spends approximately $130,000 annually. The City is reducing the budgeted amount from $300,000 to $220,000 to better reflect actual expenditures. ($80,000)

Miscellaneous Reductions
Police: 3 Vehicles- 2 Animal Control, 1 Detective ($157,583),Training ($15,000), Uniforms ($25,000), Ammunition ($20,000), Office Supplies ($8,000) Cell Phone Forensic Equipment ($5,330), 10 Rifles ($22,000), 2 Pole Cameras ($5,325), Radar Unit ($4,790), Narcotic Imprest Funds ($10,000),

Code: Demolitions ($50,000)

Fire: Education/Travel- EMT Couse ($10,000), LifePak ($40,000), Medical Bags ($4,000)

Human Resources: Reductions to better match actuals on specific line items ($132,233)

Changes to FY 2026 Budget

Enhancements to Other Funds

Added Positions
The following positions have been added to funds outside of the General Fund:
- **Information Technology**: 1 Deputy Director – Cyber Security ($165,247)
- **Special Highway**: 3 Engineering Technicians ($182,320)

Miscellaneous Enhancements

- **Information Technology – Tyler digiTICKET**: $185,000
- **IT – Server Licenses**: $157,985
- **Maintenance – Office Computers**: $152,454

Reductions to Other Funds

Information Technology
- **Education & Travel:** $17,725
- **Printing & Advertising:** $3,200
- **Office Equipment Rental:** $90,814
- **Equipment Rental:** $2,310
- **Other Purchased Services:** $115,965
- **Server Licenses (TSG):** $333,402
- **Office Supplies:** $2,750

Facilities
- **Other Purchased Services:** $100,000
- **Building Maintenance Supplies:** $50,000

2-Year Financial Forecast

The City presents a 2-year financial forecast each year during the budget cycle. Below is a table indicating FY26 - FY27 if the mill levy remained current and property valuations increases each year were at 3.5%:

2-Year Forecast

General Fund Revenue Categories	2026 Budget	2027 Budget
Ad Valorem Tax	$ 43,779,756	$ 44,515,324
Motor Vehicle	$ 3,657,389	$ 3,800,000
Sales Tax	$ 41,710,350	$ 42,648,833
PILOTS	$ 6,787,247	$ 6,787,247
Licenses & Permits	$ 1,829,164	$ 1,979,164
Franchise Fees	$ 16,189,547	$ 16,612,949
Intergovernmental Revenue	$ 1,469,962	$ 1,469,962
Fees For Service	$ 4,568,000	$ 4,597,000
Fines	$ 1,190,000	$ 1,190,000
Municipal Court	$ 478,500	$ 478,500
Special Assessments	$ 295,000	$ 287,500
Investments from Interest	$ 2,900,000	$ 2,075,000
Miscellaneous	$ 593,086	$ 602,886
Totals	**$ 125,448,001**	**$ 127,044,365**

General Fund Expense Categories	2026 Budget	2027 Budget
Contractual	$ 27,049,692	$ 27,947,065
Commodities	$ 3,476,650	$ 3,678,938
Capital Outlay	$ 1,354,033	$ 1,359,616
Other Payments	$ 105,100	$ 105,000
Personnel	$ 100,999,790	$ 107,046,246
Totals	**$ 132,985,265**	**$ 140,136,866**

Net Surplus / (Deficit) within General Fund	**$ (7,537,264)**	**$ (13,092,501)**
Special Highway Projected Deficit		$ (2,000,000)
Projected Deficit for FY 2027		**$ (15,092,501)**

Categories	General Fund Reserve	Unassigned Reserve	Totals
End of 2024	$23,028,432	$13,934,552	$36,962,984
Spending in 2025	$0	-$9,450,000	-$9,450,000
Remaining EOY 2025	**$23,028,432**	**$4,484,552**	**$27,512,984**
FY 2026 15% Min.	-$19,947,790	$0	$0
Available for FY2026	**$3,080,642**	**$4,484,552**	**$7,565,195**
Total Remaining Reserves above 15%	**$27,931**	**$0**	**$27,931**

STATISTICAL SECTION

Employment

The City has a consistent employer base due to a diverse business community ranging from federal and state government to distribution centers and manufacturing facilities, complimented by a full range of retail and service businesses. The State of Kansas is the top employer with 9,919 employees. Stormont-Vail Health Care follows next at 4,400 employees.

The unemployment rate is a measure of prevalence of unemployment and is calculated as a percentage by dividing the number of unemployed individuals by all individuals currently in the labor force or actively seeking employment and willing to work. Data can be found on the Bureau of Labor Statistics website.

Top Ten Employers	Employees	Percentage of Total City Employment
State of Kansas	9,919	8.71%
Stormont-Vail Health Care	4,400	3.86%
Hills Pet Nutrition Inc	3,439	3.02%
Unified School District # 501	2,500	2.20%
Blue Cross Blue Shield of Kansas	2,026	1.78%
BNSF Railway Company	1,931	1.70%
Washburn University	1,596	1.40%
Colmery-O'Neil VA Medical Center	1,544	1.36%
University of Ks Health Systems- St Francis Campus	1,334	1.17%
Security Benefit Group of Companies	1,000	0.88%

STATISTICAL SECTION

Tax Base

The top taxpayer in Topeka is Evergy Kansas Central Inc./Westar at $86,878,337. The other top taxpayers are between $6,700,000 and $15,000,000 in value.

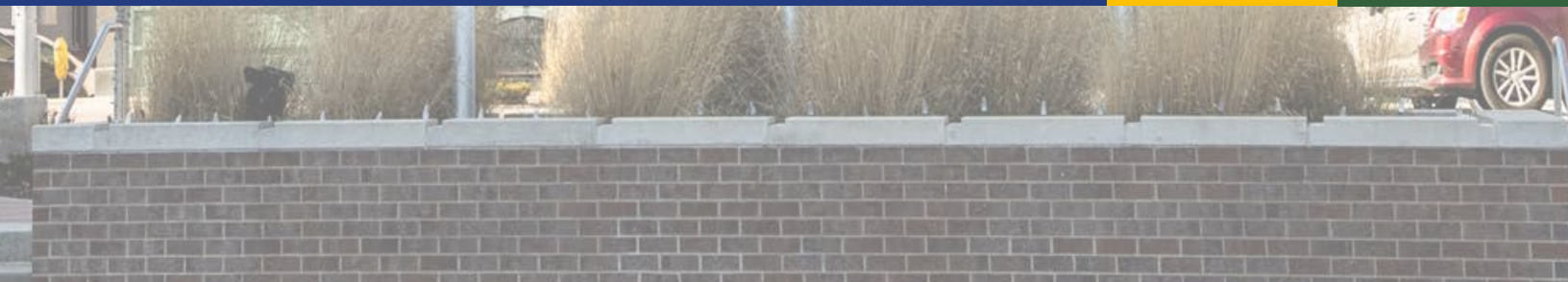
Top Ten Taxpayers	Taxable Assessed Value
Evergy Kansas Central Inc/Westar	$91,731,032
Kansas Gas Service/Utility	$16,101,195
Target Corporation	$13,677,800
Burlington Northern/Santa Fe/Utility	$13,610,526
Walmart Properties and Sam's Club	$12,993,287
Blue Cross/Blue Shield/Ks Hospital Serv/Insurance	$7,981,624
Big Heart Pet Brands	$7,385,573
Frito Lay/Manufacturing	$7,383,209
ARC HDTPAKS001 LLC/Distribution (Home Depot)	$6,750,495
Security Benefit Life/Insurance	$5,360,905

Assessed Value of Taxable Property

The City's tax base remained relatively stable through the 2004-2009 recession and total assessed value has trended upward ever since.

Year	Total Value of Taxable Property
2021	$1,227,152,825
2022	$1,337,569,097
2023	$1,458,664,253
2024	$1,525,051,820
2025	$1,589,676,329

DEPARTMENTS



CITY COUNCIL

The City Council is responsible for setting the policy directives of the City. The Council serves as a resource for citizens and neighborhood groups by providing vision, leadership, and strategic planning. They set priorities to guide the adoption of the annual operating budget and Capital Improvement Plan.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($363,489)	($436,164)	($509,116)	($498,277)
Total	**($363,489)**	**($436,164)**	**($509,116)**	**($498,277)**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **Expenses**	**($363,489)**	**($436,164)**	**($509,116)**	**($498,277)**
Personnel	($329,321)	($395,914)	($446,561)	($479,551)
Contractual	$274,432	($36,753)	($57,605)	($11,776)
Commodities	$2,453	($3,497)	($4,950)	($6,950)
Debt	($311,053)	$0		
Total	**($363,489)**	**($436,164)**	**($509,116)**	**($498,277)**

Changes from 2025 Budget

→ No notable changes

MAYOR'S OFFICE

The Mayor is the City's chief elected officer. The Mayor is elected at-large and serves a four-year term. The Mayor makes policy recommendations to the City Council and votes on all matters before the City Council except for those issues that the Mayor has veto power in. The Mayor serves on the Washburn Board of Regents and other local, state, and national boards. In addition, the Mayor makes appointments to the 31 boards, commissions, and authorities for the City.

Department Budget History

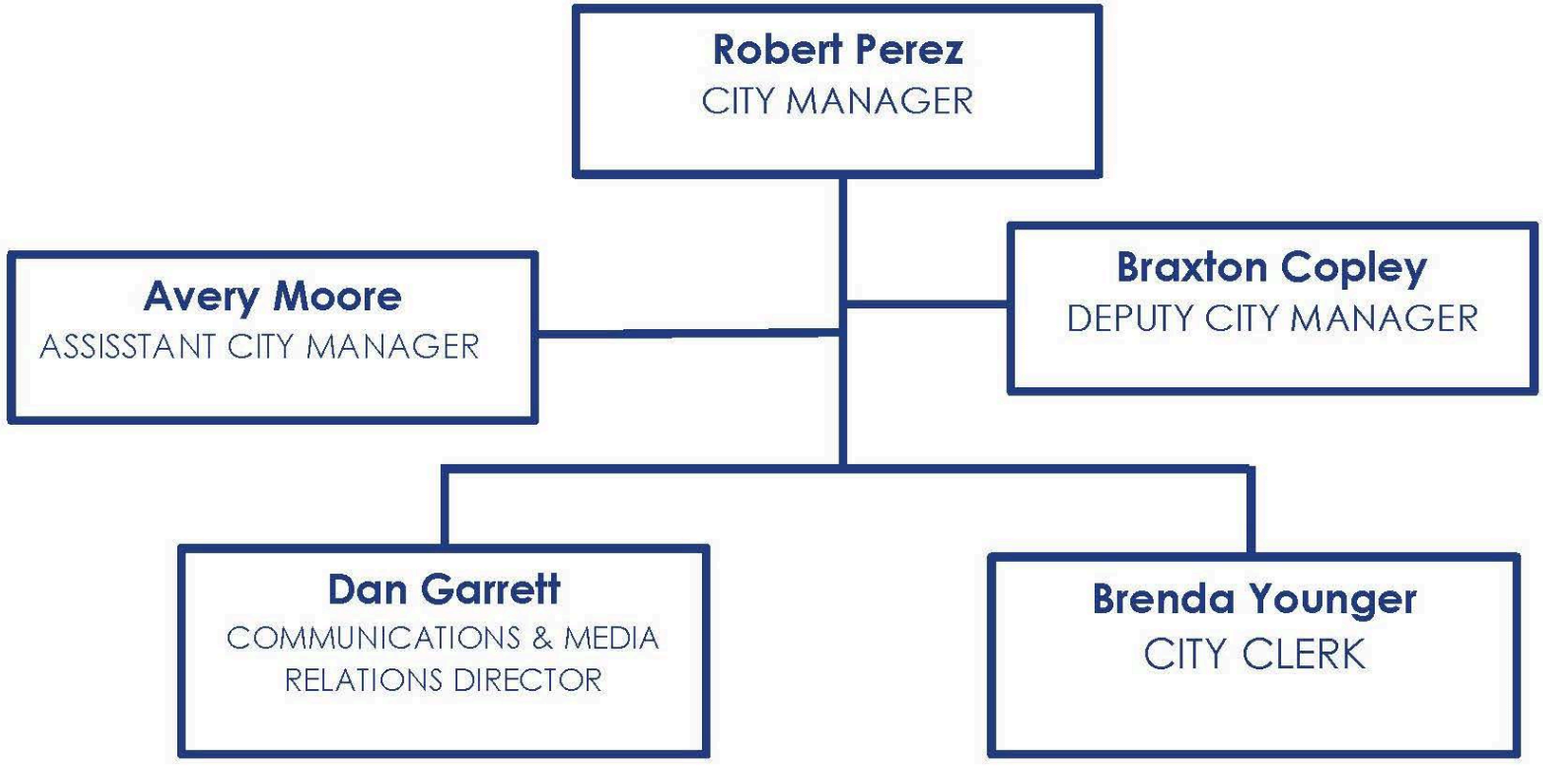
Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($148,087)	($169,106)	($190,140)	($165,839)
Total	**($148,087)**	**($169,106)**	**($190,140)**	**($165,839)**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊖ **Expenses**	**($148,087)**	**($169,106)**	**($190,140)**	**($165,839)**
Personnel	($125,604)	($137,701)	($144,694)	($143,581)
Contractual	($21,753)	($27,957)	($42,746)	($18,258)
Commodities	($729)	($3,448)	($2,700)	($4,000)
Total	**($148,087)**	**($169,106)**	**($190,140)**	**($165,839)**

Changes from 2025 Budget

→ No notable changes

CITY MANAGER'S OFFICE



The City Manager's Office is responsible for the performance and productivity of all other City departments. It is composed of the City Clerk and Communications Divisions. It is responsible for delivering the highest level of quality information on policy, services and activities of Topeka government

CITY MANAGER

The City Manager's office is responsible for ensuring the effective implementation, administration, and evaluation of City programs that have been established through the policy directives of the Governing Body. The City Manager's office aims to provide vision, leadership, and strategic planning for the preparation of the annual operating budget and Capital Improvement Project (CIP) program. The City Manager's office also serves as a resource for citizens and neighborhood groups. The City Manager's office directs the City Clerk and Communications divisions.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($1,765,642)	($1,471,697)	($2,660,568)	($2,267,844)
Total	**($1,765,642)**	**($1,471,697)**	**($2,660,568)**	**($2,267,844)**

Posting AU	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **City Manager**	**($929,113)**	**($665,184)**	**($1,461,199)**	**($1,288,949)**
Personnel	($676,015)	($467,015)	($1,266,330)	($1,136,642)
Contractual	($245,012)	($174,826)	($187,369)	($144,807)
Commodities	($8,085)	($23,342)	($7,500)	($7,500)
⊟ **Communications**	**($506,170)**	**($646,476)**	**($785,443)**	**($609,724)**
Personnel	($411,566)	($547,595)	($638,586)	($560,524)
Contractual	($28,217)	($49,116)	($61,057)	($30,001)
Commodities	($66,328)	($49,765)	($82,700)	($19,100)
Other Payments	($58)		($100)	($100)
Capital Outlay			($3,000)	$0
⊟ **City Clerk**	**($330,360)**	**($160,037)**	**($413,926)**	**($369,171)**
Personnel	($274,564)	($280,557)	($310,735)	($310,321)
Contractual	($46,628)	($73,867)	($93,991)	($53,850)
Commodities	($4,108)	($1,531)	($9,200)	($5,000)
Debt	($5,060)	$195,918		
Total	**($1,765,642)**	**($1,471,697)**	**($2,660,568)**	**($2,267,844)**

Changes from 2025 Budget

→ Projected increase to lobbyist contract ($75,000 increase in individual and contractual services)
→ Emergency Management Coordinator will be held vacant for 2026
→ Eliminated a Communications & Production Manager position

CITY MANAGER

Accomplishments

→ Projected a positive image of city government
→ Enhanced public perception of Topeka as a more enjoyable place to live
→ Focused on accessibility of information to the community
→ Focused on key initiatives that can grow Topeka including urban economic development
→ Established an Office of Inclusive Communities

Performance Measures

Performance Measure	2022	2023	2024	Target
% of citizens satisfied with overall quality of services provided	49	N/A	N/A	75
% of citizens satisfied with effectiveness of City Manager	31	N/A	N/A	75
% of citizens satisfied with City's customer service	63	N/A	N/A	75
% of ordinances/resolutions posted to the public website within 5 business days of approval by the Governing Body	99	99	99	95

Goals

→ Streamline and improve the customer service experience
→ Strengthen community partnerships to foster inclusivity and engagement
→ Participate in community engagement opportunities including interaction with neighborhood organizations and other speaking opportunities
→ Improve efforts toward excellence in the provision of government services and processes

CITY MANAGER: CITY CLERK

Accomplishments

→ Recorded, transcribed and distributed 361 pages of Governing Body meeting minutes
→ Processed and distributed 44 Governing Body meeting agenda packets consisting of 15,242 pages
→ Approved 264 Business Licenses consisting of 27 different categories
→ Issued 74 Special Event Permits in collaboration with City Departments
→ Processed and distributed 186 Ordinances and Resolutions approved by the Governing Body
→ Processed and distributed 926 Administrative Contracts.
→ Received 240 Open Records Request
→ Provided training for City Department Record Custodians
→ Implement a new electronic voting system and electronic agenda system
→ Update Existing Record Retention Schedule

Performance Measures

Performance Measure	2022	2023	2024	Target
Percentage of KORA requests distributed to departments for response within 24 hours.	New Measure	98	98	95
% of City Council meeting minutes drafted, presented for approval and posted to the website by next regular Council meeting	86	99	99	95
% of ordinances codified within 14 business days of effective date	98	98	98	95
% of ordinances/resolutions posted to the public website within 5 business days of approval by the Governing Body	99	99	99	95
% of administrative contracts signed and distributed within three business days	New Measure	95	98	95
% of licenses and/or permits submitted to workflow within 24 hours	New Measure	99	99	95
Number of Business Licenses Approved	426	300	264	N/A
Percentage of Record Custodians completed annual traning	N/A	New Measure	100	100
Number of Special Event Permits Approved	75	83	74	N/A

Goals

→ Provide transparency in Government through the consistent response to legislative needs of the Governing Body and their constituents
→ Consistent and responsive customer service
→ Administer records management training for the City of Topeka to effectively maintain custody of City Documents

CITY MANAGER: COMMUNICATIONS

Accomplishments

→ Successfully conduction 8-week Beginner Spanish course for staff
→ Implemented new voting system for council chambers
→ Began planning and implementation of new media guides for police
→ Completed 4 Behind the Seal videos

Performance Measures

Performance Measure	2022	2023	2024	Target
Social Media Followers	53400	120300	130200	125000
Annual Televised Meetings	107	92	93	100
Unique Marketing Campaigns Highlighting Existing and/or New City Programs	N/A	34	41	40

Goals

→ Reactivate the staff receiving language pay
→ Utilize department drone for content
→ Create more social media highlights of city efforts
→ Create and implement more in-depth annual report for police and fire

OFFICE OF INCLUSIVE COMMUNITIES

The Office of Inclusive Communities (OIC) works to strengthen community connections by supporting programs and initiatives that encourage understanding, belonging, and inclusive practices across the community. The office supports community events, outreach initiatives, educational workshops, and partnerships with local organizations to ensure all neighbors feel seen, heard, and valued. In addition, OIC develops resources and programs that build trust and collaboration throughout the community.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($19,284)	($551,243)	($799,018)	($599,298)
Total	**($19,284)**	**($551,243)**	**($799,018)**	**($599,298)**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **Expenses**	**($19,284)**	**($551,243)**	**($799,018)**	**($599,298)**
Personnel	($17,662)	($449,091)	($607,552)	($434,548)
Contractual	($1,510)	($99,984)	($180,216)	($155,000)
Commodities	($112)	($2,169)	($11,250)	($9,750)
Total	**($19,284)**	**($551,243)**	**($799,018)**	**($599,298)**

Changes from 2025 Budget

→ Combined positions of Department Director and Division Director of Community Engagement into 1 FTE which is the Director of Inclusive Communities.
→ Engaging a consultant to perform an ADA assessment ($30,000)
→ In 2026 OIC will start hosting the National Night Out Event ($15,000)

Office of Inclusive Communities

Accomplishments

→ E-blast: Currently, reaching 260 recipients, effectively disseminating valuable resource information throughout the community. The initiative fosters strong engagement and positive feedback, with community partners expressing gratitude for the opportunity to both access and share critical information within their networks.
→ Strengthen community relationships: Continuously building and strengthening relationships with community stakeholders through collaborative initiatives and responsive communication, fostering trust and ongoing partnerships.
→ Youth Engagement: Partnering with community organizations to launch a 2026 Youth Summit and Youth Council, fostering, youth leadership and engagement.

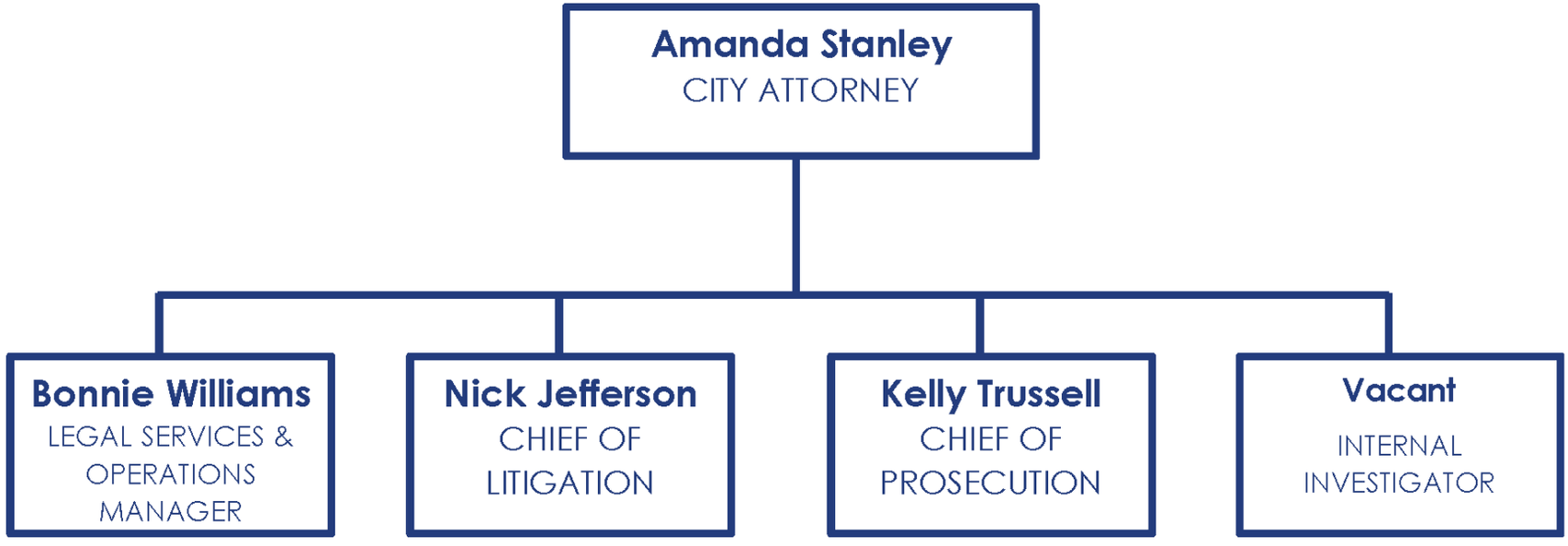
Performance Measures

Performance Measure	2022	2023	2024	Target
# of Community partners related to community building	42	48	50	50
# of Households that received NIA newsletters	31127	31318	40127	30000
# of Neighborhood Walk-n-Talks	3	3	0	N/A
# of Community Events	6	4	10	5
# of neighbors that received CE resource bags	N/A	2368	4278	5000
# of e-blast subscribers	N/A	N/A	New Measure	350
# of TextMyGov Subscribers	N/A	N/A	New Measure	500
# of participants at National Night Out	N/A	N/A	New Measure	750

Goals

→ 311/See Click Fix Integration
→ City of Topeka Spanish Language Training
→ SMS Texting Service Implementation
→ National Night Out Coordination
→ EmpowerHER: Self-Defense Course
→ ADA/ Programming & Web Rule Assessment

CITY ATTORNEY'S OFFICE



The mission of the Legal Department is to provide efficient legal services of the highest standard to the City of Topeka, as embodied by the city manager, governing body, city employees, boards and commissions, to achieve success.

CITY ATTORNEY

The City Attorney's Office provides legal advice and services to the city organization and departments. There are three divisions within the department: Civil Litigation, General Government, and Criminal Prosecution. The Civil Litigation division pursues claims on behalf of the City and defends city officials and employees. The General Government division provides legal advice and representation to the City. The Criminal Prosecution division prosecutes alleged violations of City ordinances in the Municipal Court and appeals in the district and appellate courts.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($1,403,471)	($1,652,780)	($1,817,471)	($1,708,918)
236 - Special Liability	($1,015,460)	($1,501,796)	($1,536,185)	($1,639,785)
Total	**($2,418,931)**	**($3,154,577)**	**($3,353,656)**	**($3,348,703)**

Posting AU	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊖ City Attorney	**($1,403,471)**	**($1,652,780)**	**($1,817,471)**	**($1,708,918)**
Personnel	($1,217,510)	($1,384,232)	($1,540,623)	($1,549,958)
Contractual	($163,094)	($242,920)	($248,348)	($131,460)
Commodities	($22,867)	($18,916)	($28,500)	($27,500)
Debt		($6,712)		
⊖ Special Liability	**($1,015,460)**	**($1,501,796)**	**($1,536,185)**	**($1,639,785)**
Personnel	($706,582)	($577,525)	($773,296)	($855,835)
Contractual	($304,940)	($918,911)	($755,889)	($776,950)
Commodities	($3,938)	($5,360)	($7,000)	($7,000)
Total	**($2,418,931)**	**($3,154,577)**	**($3,353,656)**	**($3,348,703)**

Changes from 2025 Budget

→ No notable changes

CITY ATTORNEY

Accomplishments

Protecting the City's Legal and Financial Interests
→ **Successfully defended the City in multiple lawsuits**, minimizing liability and safeguarding public resources, 10 cases in District Court, 6 cases in Federal Court, and 1 at the Kansas Court of Appeals, along with managing outside counsel in 6 cases, and various administrative and employment actions.
→ **Drafted ordinance to allow civil litigation** without prior Governing Body approval for tort and contract claims under $35k so that the City may pursue claims for damages to its property or minor contract claims.
→ **Prosecuted numerous code violation cases against LLCs**, resulting in increased property owner compliance.
→ In 2024, the City achieved 203 code violation corrections. As of June 2025, 133 corrections have already been completed, with numbers expected to rise during peak repair months.
→ **Negotiated economic development agreements** that are bringing new businesses and housing opportunities to Topeka.
→ **Served as chief negotiator on HB 2152**, helping preserve over **$1.4 million** in public funds and preventing harmful economic impacts.

Advocating for Our Community at the State Capitol
→ **Testified in opposition to legislation** that would negatively affect Topeka's residents and city operations.
→ **Drafted and introduced legislation** in support of the City's priorities, ensuring our voice is heard in the policymaking process.
→ **Maintained strong relationships with our legislative delegation**, positioning Topeka as a trusted partner on issues facing local governments.

Expanding Public Safety and Victim Services
→ **Enhanced the domestic violence prosecution program**, continuing our responsible use of federal grant funding.
→ **Added a Victim/Witness Coordinator** to ensure more consistent support for survivors—victim engagement is now at an all-time high.
→ **Partnered with the Kansas Coalition Against Sexual and Domestic Violence**, making Topeka a model for domestic violence prosecution statewide through specialized training and best practices.

Reducing Risk and Improving Citywide Training
→ **Identified areas of legal risk,** collaborated with departments and developed citywide trainings to proactively address emerging legal issues, promote compliance, and improve internal processes such as Kansas Open Meetings Act (KOMA), Zoning Enforcement, Legal roles and responsibilities under our form of government, and "When to Call a Lawyer" guidance

→ **Collaborated with HR and Risk Management** to review insurance coverage issues and begin reviewing Workers Compensation issues and risk claims.

Modernizing Our Operations
→ **Implemented a new law practice management system**, increasing efficiency and improving our ability to track and report outcomes.
→ **Updated contract templates** in collaboration with Contracts and Procurement, ensuring modern, compliant agreements across departments.

CITY ATTORNEY

Performance Measures

Performance Measure	2022	2023	2024	Target
Property Maintenance Code Violation Cases Filed	376	387	325	300
Property Maintenance Code Violation Cases Closed with Compliance Obtained	283	229	205	300
Property Maintenance Code Violation Cases Convicted	4	17	46	N/A
Number of Claims Filed Against the City	106	130	219	N/A
Dollar Amount of Claims Sought by Claimant	1.2 million	107 million	12.7 million	N/A
Amount Paid to Claimants by the City	54758	56326	45836	N/A

Goals

Deepen Impact Through Proactive Legal Strategy
→ **Reduce legal risk** through early legal review of city initiatives and expanded staff training on high-liability topics.
→ **Launch Citywide legal bulletins** to flag potential legal issues across departments before they escalate.

Expand Domestic Violence and Victim Services Leadership

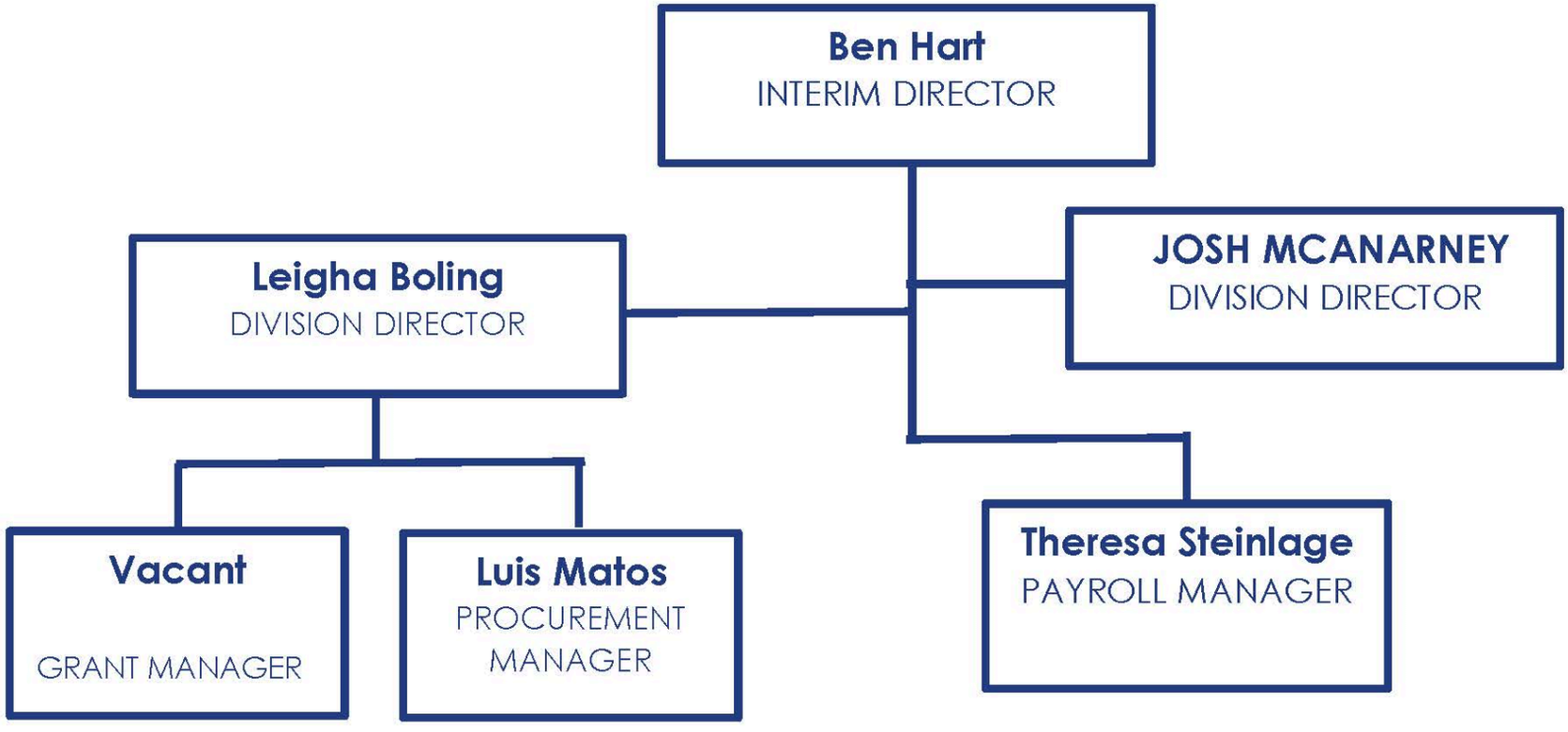
Lead with Legislative Engagement
→ **Advance proactive legislation** on behalf of the City's legislative agenda.

Modernize Legal Operations
→ **Fully integrate the new law practice management system** across all legal teams.

Foster Internal Training and Department Collaboration
→ **Create a citywide "Legal Lunch & Learn" series** for department heads and staff.
→ **Develop a legal onboarding packet and training module** for all new supervisors and department directors.

Support Economic Development with Smart Legal Tools
→ **Standardize legal review processes for economic development agreements** to speed up deal turnaround while protecting the City's interests.
→ **Draft and promote an Economic Incentive Legal Toolkit** for use by both internal staff and potential business partners

FINANCIAL SERVICES



Our mission is to provide accurate, timely, clear and complete financial information and support to city departments, citizens and the community at large.

FINANCIAL SERVICES

The Administrative & Financial Services department includes the Central Accounting, Budget and Performance Management, Payroll, and Contracts and Procurements and Grant Management divisions. This department maintains transparency of City finances and purchases.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($14,867,774)	($6,449,284)	($3,357,199)	($2,715,342)
Total	**($14,867,774)**	**($6,449,284)**	**($3,357,199)**	**($2,715,342)**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊖ **Expenses**	**($14,867,774)**	**($6,449,284)**	**($3,357,199)**	**($2,715,342)**
Personnel	($2,271,157)	($2,230,292)	($2,745,707)	($2,251,475)
Contractual	($553,270)	($668,257)	($594,043)	($454,217)
Commodities	($18,355)	($7,123)	($17,450)	($9,650)
Debt	($139,813)	($59,054)		
Other Payments	($11,885,179)	($3,484,558)		$0
Total	**($14,867,774)**	**($6,449,284)**	**($3,357,199)**	**($2,715,342)**

Changes from 2025 Budget

→ Eliminated 1 Accounting Specialist & 1 Procurement Officer

FINANCIAL SERVICES

Accomplishments

→ Began transition to electronic file storage
→ Conducted multiple workshops to educate potential vendors and expand the businesses that contract with the City
→ Revised contract templates to streamline the drafting process for agreements, facilitating a more efficient review by the city's legal department.

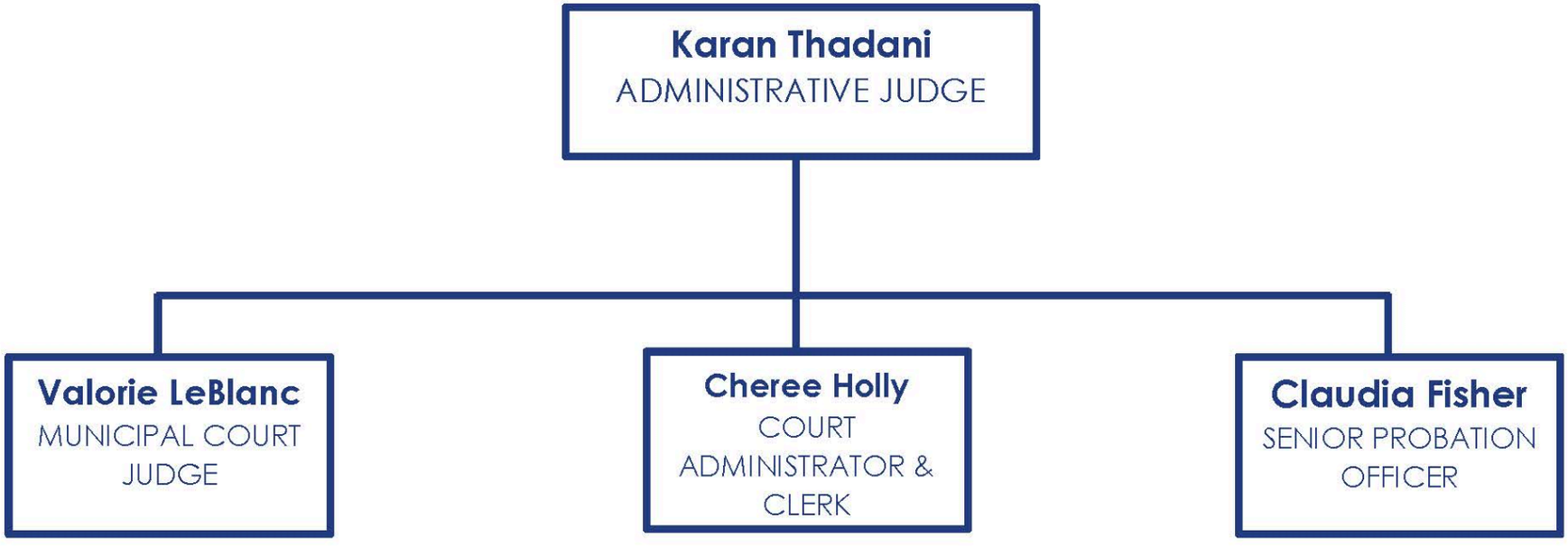
Performance Measures

Performance Measure	2022	2023	2024	Target
Deposits processed	4998	4455	5277	5000
M/W/DBE utilization (%)	45.41	41.095	40.91	40
Diverse vendor spending (%)	6	22.7	19.24	20
Invoices paid	31803	30111	31526	31000
Audit opinion	Unmodified	Unmodified	Unmodified	Unmodified
Number of bid protests	N/A	0	2	0
Number of awarded bids	196	195	178	190
Percentage of time the 2-day standard for uploading the bank ACH file is met	96	96	100	100
Percentage of time federal, state, and KPERS deposits are submitted on time	100	100	100	100
S&P Bond Rating	AA	AA	AA	AA
General fund as % of total budget	27	28	31	20

Goals

→ Successfully navigate the testing and implementation of the new ERP
→ Complete a successful audit
→ Host a workshop for vendors to learn about the City's process for making qualification-based selections that are not based on prices
→ Successfully host a second annual Supplier Diversity Expo with the support of area sponsors and anchor procurement agencies
→ Develop more specification templates that City staff can use to be more efficient when building specifications for bids on materials or services

MUNICIPAL COURT



The Topeka Municipal Court, through its judges and staff, adjudicates traffic infractions and misdemeanor offenses alleged to have occurred within the Topeka city limits pursuant to applicable provisions of City Ordinance, various state laws and court rules and collects fines and fees.

MUNICIPAL COURT

The Municipal Court handles traffic infractions and misdemeanor offenses. The Probation division provides supervision to defendants for various misdemeanor offenses as well as tracks community service and house arrest defendants.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($1,700,440)	($1,880,330)	($2,166,015)	($2,198,651)
Total	**($1,700,440)**	**($1,880,330)**	**($2,166,015)**	**($2,198,651)**

Posting AU	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **Municipal Court**	**($1,457,633)**	**($1,535,252)**	**($1,771,269)**	**($1,765,745)**
Personnel	($1,081,211)	($1,067,564)	($1,276,060)	($1,204,242)
Contractual	($366,675)	($459,306)	($483,209)	($423,203)
Capital Outlay	($758)	($421)	($2,500)	($131,500)
Commodities	($8,989)	($7,962)	($9,500)	($6,800)
⊟ **Probation**	**($242,807)**	**($345,078)**	**($394,746)**	**($432,906)**
Personnel	($188,402)	($286,753)	($328,636)	($417,556)
Contractual	($53,175)	($56,725)	($64,110)	($13,350)
Commodities	($1,229)	($1,599)	($2,000)	($2,000)
Total	**($1,700,440)**	**($1,880,330)**	**($2,166,015)**	**($2,198,651)**

Changes from 2025 Budget

→ Purchase of Digital Ticketing System ($130,000)
→ Increase in Public Defender Contract ($145,550)

MUNICIPAL COURT

Accomplishments

→ Doubled participants in mental health court from previous years- added domestic battery cases into court program
→ Completed majority of HVAC renovations in Municipal Court, judges and other staff have returned after being temporarily stationed in City Hall
→ Completed HVAC renovation on 1st floor of City Hall, Probation division moved back from basement, installed lockers, purchased metal detectors, and updated office appearance to better serve probationers and make safety a priority for officers
→ Implemented new Senate Bill 500 changes
→ Doubled amount of cases wherein we waived reinstatement fees to aid defendants in getting their licenses back
→ Finalized 3-year contract with different law firm for court-appointed counsel
→ Passed Data Quality Audit performed by KHP on 4/25/2025
→ Attended Municipal Judges conference, Judge Thadani elected as vice-president
→ Both court administrators attended KACM Conference
→ Cut down time defendants spent in custody on domestic cases by creating a pre-trial docket
→ Updated bond supervision and probation order documents and procedures

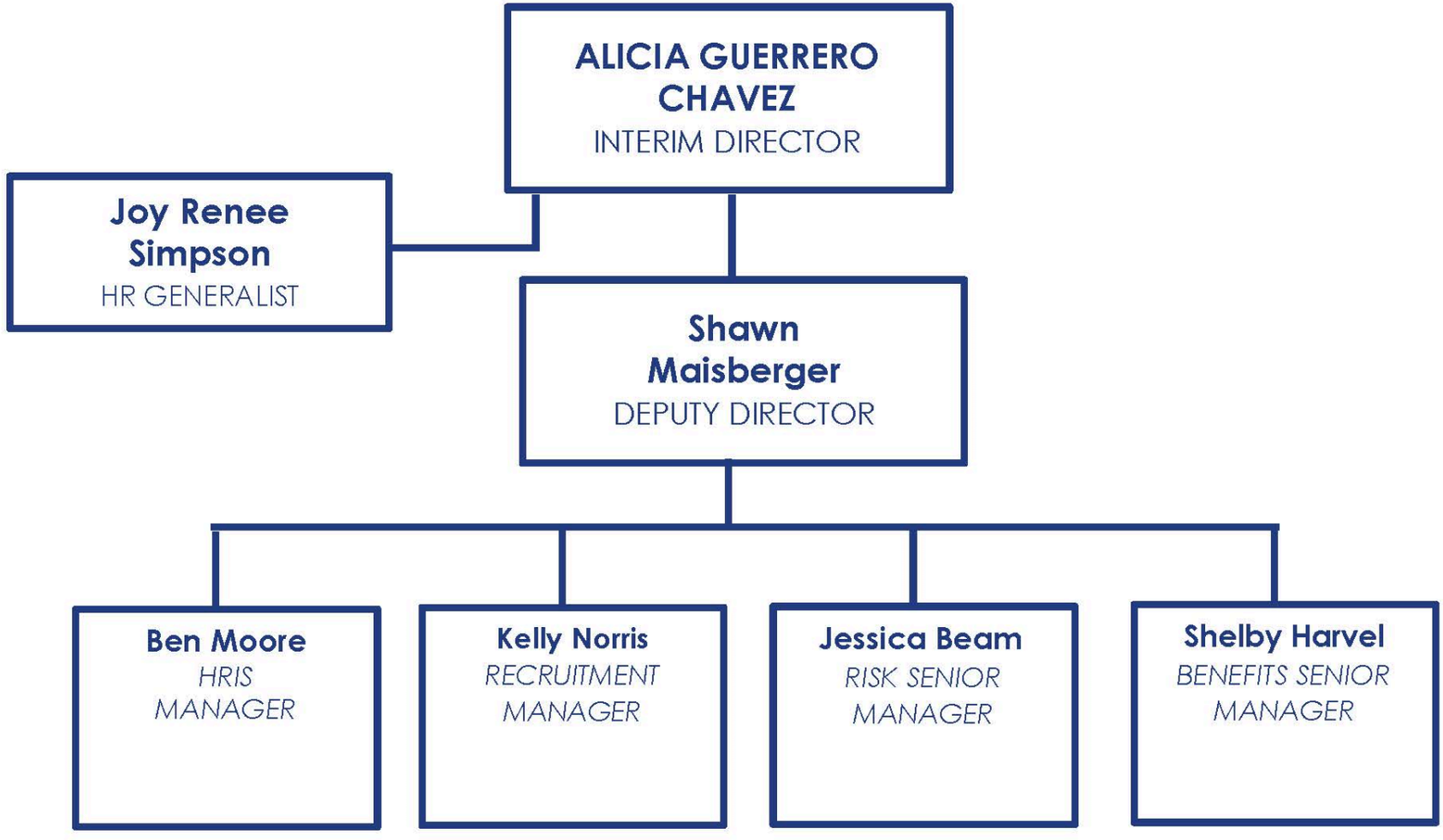
Performance Measures

Performance Measure	2022	2023	2024	Target
# of referrals completed	21	35	30	25
# of admissions into program	8	10	20	10
% of cases scheduled for Trial brought before the Court within 60 days		100	100	100
% of cases scheduled for Arraignment brought before the Court within 45 days		90	95	95
# of Community Service hours	N/A	200.5	200	200

Goals

→ Continue to monitor in-custody defendants and trial dockets to reduce monthly jail costs
→ Fully staff Clerk's Office, two Court clerk II positions currently vacant
→ Full staff Probation by hiring Probation Officer I
→ Revise and update Administrative Hearing procedures
→ Finish last portion of HVAC needed for Municipal court in 1st floor courtroom
→ Complete and update Probation policy and procedures
→ Restructure files in Probation on F-Drive
→ Update Probation training manual

HUMAN RESOURCES DEPARTMENT



The Human Resources Department embraces the City of Topeka's mission by delivering core administrative services that attract, support, enhance, develop and retain a superior and diverse workforce.

HUMAN RESOURCES

The Human Resources department provides core administrative services which support all employees through close coordination with the City Manager and departments. The primary functional areas include: recruitment, position classification, compensation, employee relations, labor relations, benefit programs, risk management, occupational health, wellness programs, employee training and development, HRIS administration for the Lawson and IntelliTime, and employee recognition.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($1,546,103)	($1,831,171)	($2,137,214)	($2,337,722)
Total	**($1,546,103)**	**($1,831,171)**	**($2,137,214)**	**($2,337,722)**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **Expenses**	**($1,546,103)**	**($1,831,171)**	**($2,137,214)**	**($2,337,722)**
Personnel	($924,448)	($1,165,009)	($1,213,194)	($1,656,805)
Contractual	($581,363)	($639,322)	($888,720)	($593,267)
Commodities	($40,292)	($26,841)	($35,300)	($87,650)
Total	**($1,546,103)**	**($1,831,171)**	**($2,137,214)**	**($2,337,722)**

Changes from 2025 Budget

→ Eliminated the practice of paying employees out of risk funds (Workers Comp & Health Insurance Fund; HR did not add FTEs)
→ Eliminated 1 Senior Human Resource Specialist

HUMAN RESOURCES

Accomplishments

→ Completed the initial HRM module phase of the Tyler-Topeka Together project
→ Completed RFP process for City Healthcare Plan & Benefit package
→ Piloted new training for Hiring Managers
→ Onboarded 2 full-time Engineer positions
→ Welcomed 11 Interns/Externs through the 2nd year of City's formal Internship Program
→ Collaborated with Legal to successfully sponsor 2 employees selected in the H1-B visa lottery
→ Maintained 100% pass rate through City's CDL program, 22 employees total
→ Job Description updates
→ On track to complete restructure of Personnel Manual

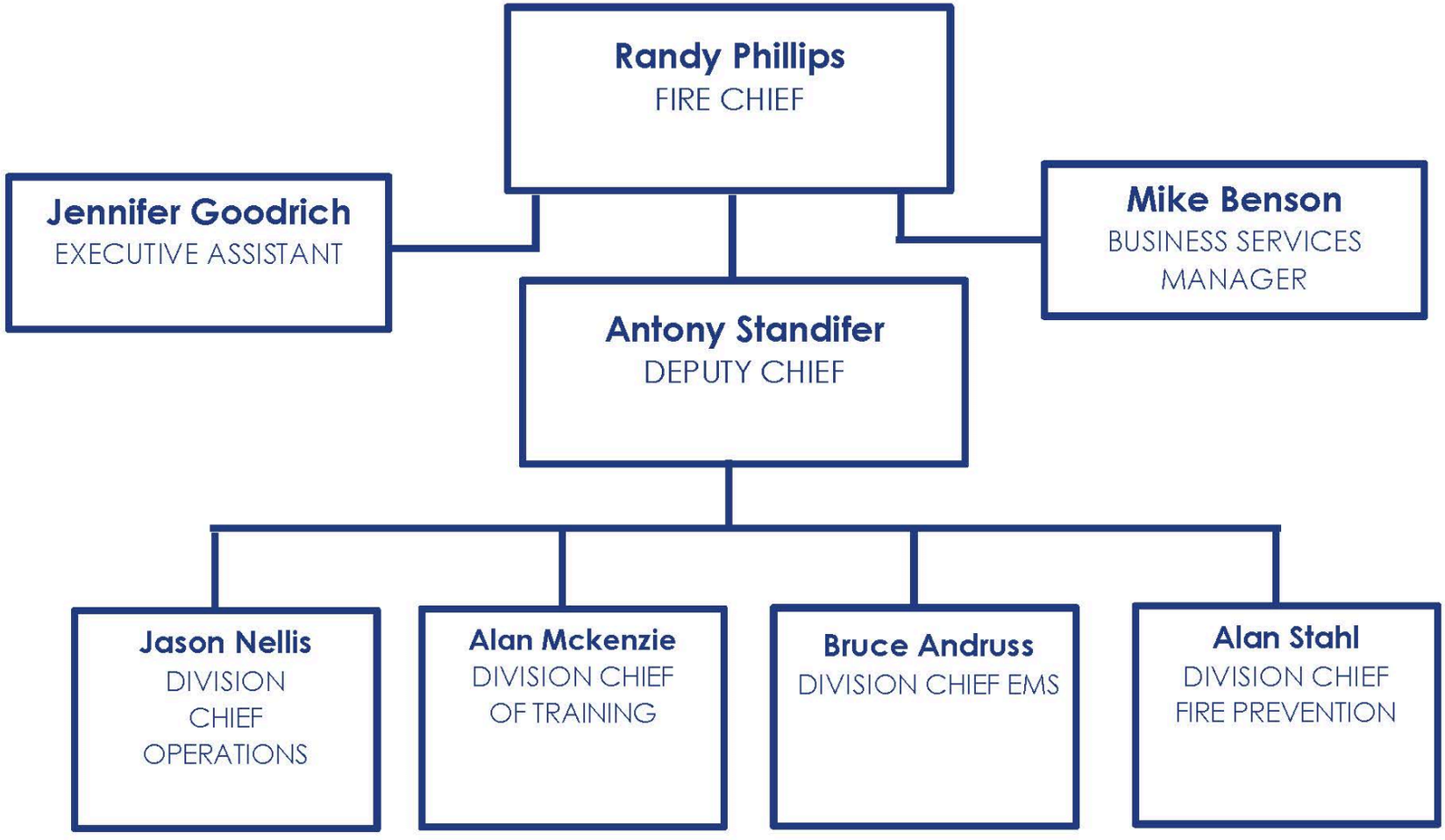
Performance Measures

Performance Measure	2022	2023	2024	Target
Annual Retirements	35	34	27	30
Annual Turnovers	180	166	186	130
New Hires successfully onboarded	New Measure	224	195	175
Employees Attended Training and Education Opportunities	960	750	600	650

Goals

→ Fully complete & implement Tyler – Topeka Together ERP HRM module
→ Develop management training program
→ In collaboration with departments review and update position descriptions to ensure an accurate
reflection of current organizational needs regarding minimum qualifications
→ Develop an improved repository system for job descriptions

FIRE DEPARTMENT



Our mission is to save lives and protect property by providing excellence and leadership in fire, rescue, emergency medical response, fire prevention and public education.

FIRE

The Fire department supplies fire and medical services throughout the City of Topeka. The Fire Administration division provides customer service and resources to support the Fire department. The City's Fire Prevention, Training, Operations, and Emergency Medical Services (EMS) divisions aid in maintaining security throughout City neighborhoods.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($32,881,490)	($36,281,139)	($38,861,952)	($37,328,356)
Total	**($32,881,490)**	**($36,281,139)**	**($38,861,952)**	**($37,328,356)**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊖ **Expenses**	**($32,881,490)**	**($36,281,139)**	**($38,861,952)**	**($37,328,356)**
Personnel	($29,391,949)	($31,577,970)	($34,244,133)	($34,334,355)
Contractual	($2,457,564)	($3,342,815)	($3,554,220)	($1,785,551)
Commodities	($822,255)	($919,572)	($993,600)	($968,450)
Capital Outlay	($9,228)	($72,404)	($70,000)	($240,000)
Debt	($200,494)	($368,379)		
Total	**($32,881,490)**	**($36,281,139)**	**($38,861,952)**	**($37,328,356)**

Changes from 2025 Budget

→ Purchasing Compressors ($240,000)

FIRE

Accomplishments

Fire Administration
→ Assisted with review of TFD budget structure and made suggestions for more accurate tracking of budgetary resources.
→ Assisted with the design and implementation of the city's new ERP software.
→ Continued review of all TFD policies and procedures in Lexipol software system to increase overall department efficiencies.
→ Completed the plans for the remodel of Fire Station 9

Fire Prevention
→ Permit all mobile food vendors operating within city limits
→ Inspect 90+% of apartments with interior/common corridors
→ Inspect 95% of all assembly occupancies with an occupant load of >300
→ Inspected all food trucks with a city license
→ Had 14 Girls graduate from Camp Courage, as well as 20 people in the department's Citizens Academy

Training Division
→ Hosted KS Fire and Rescue Training Institute IFSAC Certification Courses
→ 7 new firefighters graduated from the recruit academy, with an additional 5-7 scheduled this fall
→ Delivered various Hands-On-Training opportunities, including "real world" training at Washburn's Benton Hall
→ Increased the number of certified HazMat Technicians by 6

Fire Operations: Suppression

→ Delivery of two new fire apparatus
→ Install smoke detectors in 262 homes
→ Increased Blue Card certification to all personnel with the rank of Lieutenant or higher
→ Complete Senior Captain training for incident command

EMS Division
→ Completed AEMT training for 5 personnel, and Paramedic training for 1 person
→ Converted 2 BLS (Basic Life Support) Engine Companies to ALS (Advanced Life Support) Companies
→ Provided CPR Instructions for the entire department
→ Established Case Review process and method to begin gathering data from ePCRs

FIRE

Performance Measures

Performance Measure	2022	2023	2024	Target
Total number of inspections in apartment buildings	321	307	143	150
Successful completion of all plans reviews in accordance with time constraints established as part of overall city review	685	569	778	575
Number of arson fires within the city	85	51	44	35
Clearance rate of arson cases investigated within the city	N/A	New Measure	0.27	0.4
Number of investigation personnel with law enforcement certification	1	2	3	4
Citizen's Academy			20	20
Number of requests for fire extinguisher training within the community	0	2	17	25
Number of USD 501 schools receiving fire safety program education	2	4	17	15
Number of recertification hours completed for EMS certifications for TFD personnel	3046	3730	4547	4000
Completion of TFD recruit academy for new hires	14	15	19	18
Total Number of Training Hours Delivered	59012	58372	60486	60000
Average “chute time” of TFD units to emergent calls of all types	N/A	New Measure	96 seconds	90 seconds
Average “response time” of TFD units to emergent calls of all types	N/A	New Measure	322 seconds	240 seconds
Total number of fatalities related to fires	N/A	6	4	0
Number of duty related injuries to suppression personnel	N/A	30	19	0
Personnel in the Officer Development Program	0	15	15	15
Total response time of less than 480 seconds to Delta/Echo ALS level calls	N/A	New Measure	N/A	>90%
Number of personnel certified to the AEMT and/or Paramedic level	N/A	21	27	27
Total time to start emergency treatment from dispatch time	N/A	New Measure	In Development	
Average response time of TFD units to emergent level BLS calls	374 seconds	305 seconds	285 seconds	285 seconds
Total time to start treatment from dispatch time	N/A	New Measure	In Development	

FIRE

Goals

Fire Administration
→ Finalize the review of all TFD policies and procedures through the Lexipol software system to increase overall department efficiencies
→ Assist with other city departments in the transition of various new software being implemented
→ Complete remodel of fire station 10
→ Continue recruiting and retention efforts to ensure a workforce more reflective of the community.

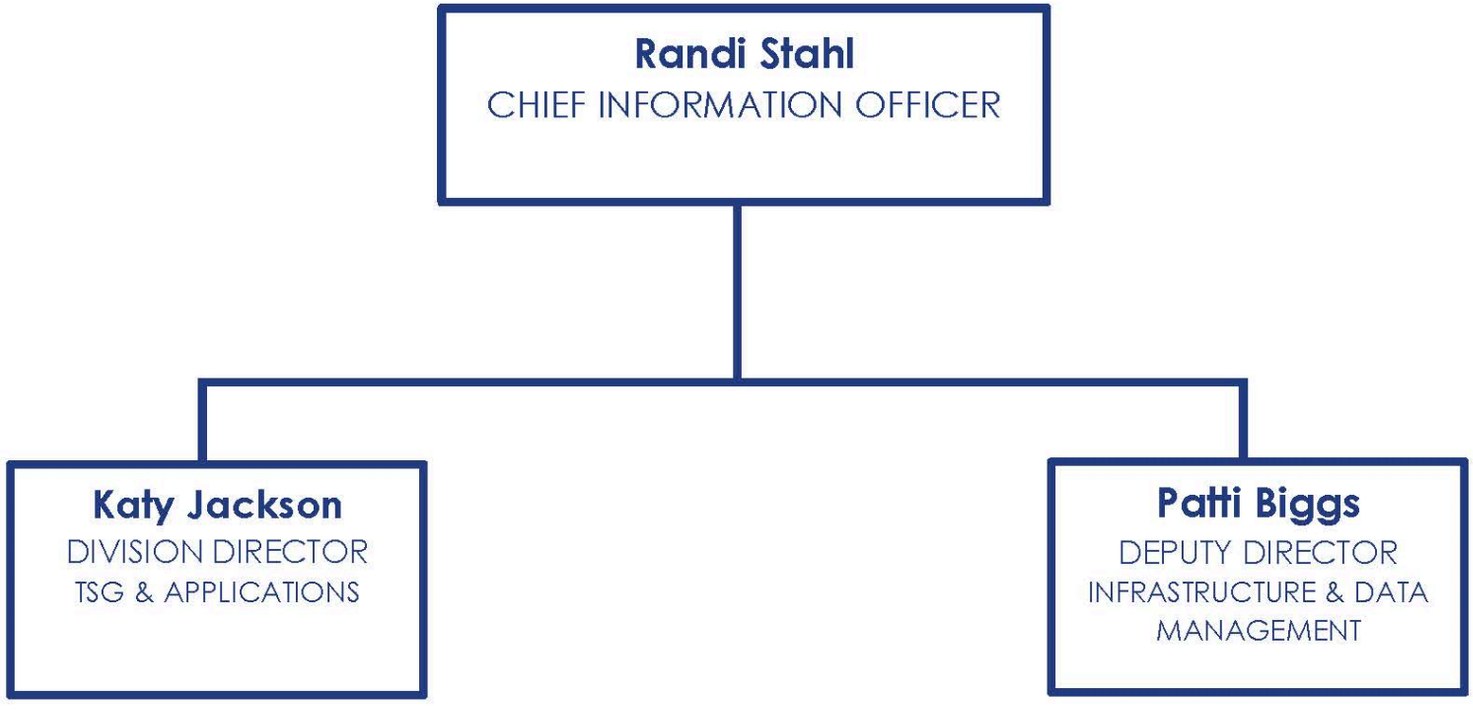
Fire Prevention
→ Begin Fire Operational Permit issuance for commercial occupancies
→ Begin Fire Construction Permit issuance for commercial occupancies
→ Transition the fire investigations division to the new state required reporting system
→ Implement Tyler Enterprise Permitting and Licensing
→ Expand Public Education to various organizations within the city

Training Division
→ Continue Hosting KFRTI Certification Courses
→ Implement Career Path Program
→ Increase training opportunities for Special Operations
→ Continue to provide training to meet all requirements including ISO

Fire Operations: Suppression
→ Reduce average “turn out times” on all emergent calls
→ Continue to increase the number of TFD personnel certified in Blue Card Incident Management System
→ Reduce number of duty related injuries to fire personnel
→ Decrease number of apparatus accidents

EMS Division
→ Convert another current BLS fire company to ALS response level
→ Provide training for 6 additional AEMTs and 1 additional Paramedic
→ Improve reporting of CPR and defibrillation in ePCRs to increase data accuracy
→ Finalize inventory management program for EMS supplies

INFORMATION TECHNOLOGY



The Information Technology Department is responsible for all Telecommunications, Computing and Business System functions and to provide critical information systems and services of the highest quality to assure availability of accurate, reliable, and timely information necessary for the support and operation within the computing enterprise of the City of Topeka.

INFORMATION TECHNOLOGY

The Information Technology Department provides IT services to all City departments through three divisions: Business Systems, Computing, and Telecommunications. Business Systems handles application support, data analytics, web development, and backend services. Computing manages networking, computer systems, help desk support, servers, storage, and cybersecurity. Telecommunications oversees fiber optics, cabling, leased circuits, and telephone systems.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **613 - Information Technology**	**($899,191)**	**($1,692,441)**	**$254,510**	**$350,064**
Revenues	$4,134,913	$5,970,956	$6,957,278	$7,281,070
Expenses	($5,034,103)	($7,663,396)	($6,702,768)	($6,931,006)
Total	**($899,191)**	**($1,692,441)**	**$254,510**	**$350,064**

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **Revenues**	**$4,134,913**	**$5,970,956**	**$6,957,278**	**$7,281,070**
Fees For Service	$4,099,793	$5,936,379	$6,922,927	$7,246,719
Franchise Fees	$34,552	$34,352	$34,351	$34,351
Miscellaneous	$568	$225		$0
⊟ **Expenses**	**($5,034,103)**	**($7,663,396)**	**($6,702,768)**	**($6,931,006)**
Debt	($762,894)	($995,467)		
Other Payments	($0)			
Commodities	($22,641)	($28,902)	($76,060)	($6,802)
Capital Outlay	($46,902)	($848)		($185,000)
Personnel	($2,047,283)	($3,653,979)	($3,127,063)	($3,352,285)
Contractual	($2,154,383)	($2,984,201)	($3,499,645)	($3,386,919)
Total	**($899,191)**	**($1,692,441)**	**$254,510**	**$350,064**

Changes from 2025 Budget

→ Added 1 Deputy Director of Cyber-Security
→ Added Scanning Software ($40,000)
→ Purchase of Tyler Dig-Ticket System ($185,000)

INFORMATION TECHNOLOGY

Accomplishments

→ Upgraded GIS software and maps to increase capability of decision making for infrastructure projects within the city
→ To be completed by October 2025, Microsoft Windows and Microsoft 365 will be fully deployed for all staff in all areas of the city
→ Continue to migrate required retention of data in on-premises file storage (to OneDrive) when applicable.
→ Continuity of operations, disaster recovery and security approach work is on-going
→ ERP/Work Order software to kick off in Q3 of 2025
→ Work toward ERP implementation for finance, HR, permitting and licensing to include better reporting and will be implemented in phases aligned for each module
→ Updated the long-term IT Strategic Plan with short and long-term objectives that address the vision of the city and describes the desired outcomes of the IT Department
→ Continued to evaluate and gain efficiencies, address the diverse community and staff needs, considered cost
controls, limited staffing, and best practices from city governments in all facets of data management, infrastructure, application management/development, security, and accessibility. Found over $400,000 in IT savings and additional cost avoidances.

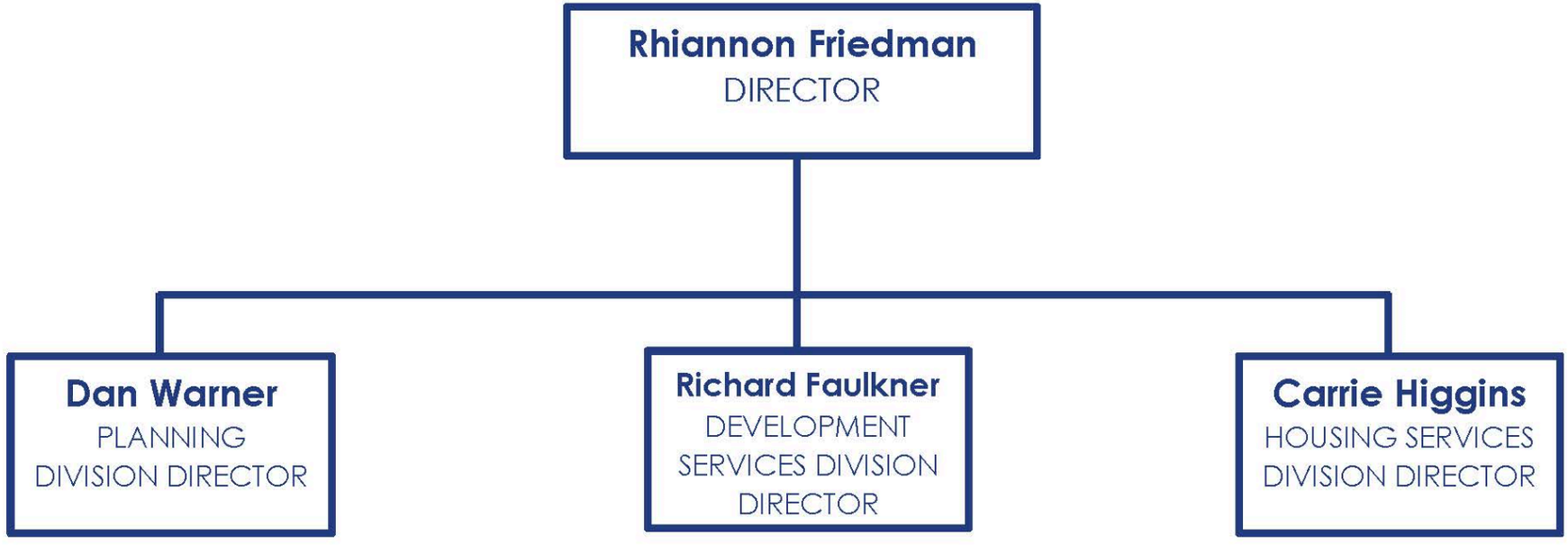
Performance Measures

Performance Measure	2022	2023	2024	Target
Complete migration to OneDrive	N/A	N/A		Completed
ERP Implementation Plan Document creation	N/A	N/A		Completed
Number of support tickets resolved	N/A	N/A	5099	In Development
Deploy Permitting & Licensing Module	N/A	N/A		In Development
Deploy First & Second Phase of ERP	N/A	N/A		In Development
Published IT Department Strategic Plan	N/A	N/A		Completed

Goals

→ Deploy Permitting and Licensing Module
→ Deploy First & Second Phase of ERP

PLANNING AND DEVELOPMENT



PLANNING & DEVELOPMENT

The Planning & Development Department is composed of three divisions: Planning, Development Services, and Housing Services. Together, they support future land development, licensing and permitting, and the social services needs of the community. The Planning division focuses on comprehensive planning, current planning, and transportation planning. Development Services oversees permits, inspections, and licensing. Housing Services manages housing development, homeless programs, and other social services.

Department Budget History

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
101 - General Fund	($2,749,575)	($3,696,895)	($4,290,577)	($3,929,609)
700 - Hud Grants	($5,877,614)	($5,781,079)	($3,850,493)	($3,854,820)
710 - Other Grants	($977,217)	($1,414,983)	($979,036)	($899,215)
Total	**($9,604,406)**	**($10,892,958)**	**($9,120,106)**	**($8,683,644)**

Fund Search	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ **101 - General Fund**	**($2,749,575)**	**($3,696,895)**	**($4,290,577)**	**($3,929,609)**
Personnel	($2,406,747)	($3,073,888)	($3,537,366)	($3,618,429)
Contractual	($315,797)	($598,502)	($603,382)	($280,681)
Commodities	($27,031)	($22,280)	($31,900)	($30,500)
Debt		($2,224)		
Capital Outlay			($117,929)	$0
⊟ **700 - Hud Grants**	**($5,877,614)**	**($5,781,079)**	**($3,850,493)**	**($3,854,820)**
Contractual	($4,842,712)	($4,877,881)	($2,780,714)	($2,786,708)
Personnel	($1,030,764)	($900,026)	($1,065,279)	($1,063,112)
Commodities	($4,138)	($3,173)	($4,500)	($5,000)
⊟ **710 - Other Grants**	**($977,217)**	**($1,414,983)**	**($979,036)**	**($899,215)**
Contractual	($764,491)	($1,201,867)	($608,198)	($607,625)
Personnel	($210,176)	($201,331)	($370,038)	($290,790)
Commodities	($2,551)	($11,786)	($800)	($800)
Total	**($9,604,406)**	**($10,892,958)**	**($9,120,106)**	**($8,683,644)**

Changes from 2025 Budget

→ Removed 1 Trade Inspector and 1 Office Specialist

PLANNING & DEVELOPMENT

Accomplishments

Housing Services Division
→ Implemented Clarity HMIS in alignment with Built for Zero
→ Launch $4M HUD Lead Hazard Grant Program
→ Impact Avenues participation in the Pilot One Stop Shop Homeless Resource Center at Let's Help
→ Implemented Softdocs – allowing for real-time digital inspection data
→ Updated all MOUs with Partner Agencies for Continuum of Care HUD Grant

Planning Division
→ Completed updates to Density and Dimensional changes to Zoning Code
→ Completed Pedestrian Master Plan Project
→ Completing 10-year update to the 2040 Land Use & Growth Management Plan
→ Completed East Topeka Development Plan
→ Secured award of $500k EPA Brownfield Planning Grant
→ Monroe School Overlay District – World Heritage Nomination
→ Moving Permitting software from CityWorks to Tyler ERP
→ Successful transfer of Land Bank parcel to private developer for creating of affordable housing project.
→ Launched Affordable Housing Trust Fund (AHTF) and convened AHTF Review Committee
→ Updated City Incentive policies including RHID, TIF, and CID

Development Services Division
→ Adoption of the 2024 Uniform Plumbing Code, and Uniform Mechanical Code
→ Fully implemented change to bi-annual licensing renewals
→ Maintained standard of 99% of inspections completed as scheduled
→ Moving Licensing software from CityWorks to Tyler ERP

PLANNING & DEVELOPMENT

Performance Measures

Performance Measure	2022	2023	2024	Target
Rapid Rehousing - Households served	53	36	46	40
Homelessness Prevention- Households served	69	65	31	75
Shelter Plus Care- Households served	530	430	244	400
Accessibility modifications - number of homes	25	26	19	25
Exterior Rehab - number of homes	1	1	1	5
Emergency Rehab - number of homes	42	50	31	55
Major Rehab - number of homes	1	3	6	9
TOTO- Number of newly owned homes receiving rehab	6	6	6	10
CHDO - number of new duplexes for rentals	2	3	3	1
Infill - number of new duplexes for rentals	1	1	1	1
Weatherization - number of homes	20	28	28	30
Voluntary Demolition - number of homes	1	1	5	5
Number of renters receiving deposit assistance	71	53	28	50
Property Code Repairs - number of homes	16	24	14	12
Credit Counseling - number of households served	156	156	355	200
Neighborhoods and Properties Surveyed and Adopted as Historic Districts or Neighborhood Conservation Districts (NCD)	150	65	175	169
Miles of Bikeways	79	97	82	105
Miles of Sidewalks	726	747	831	750
Miles of Separated Bikeways	28	32	21	45

PLANNING & DEVELOPMENT

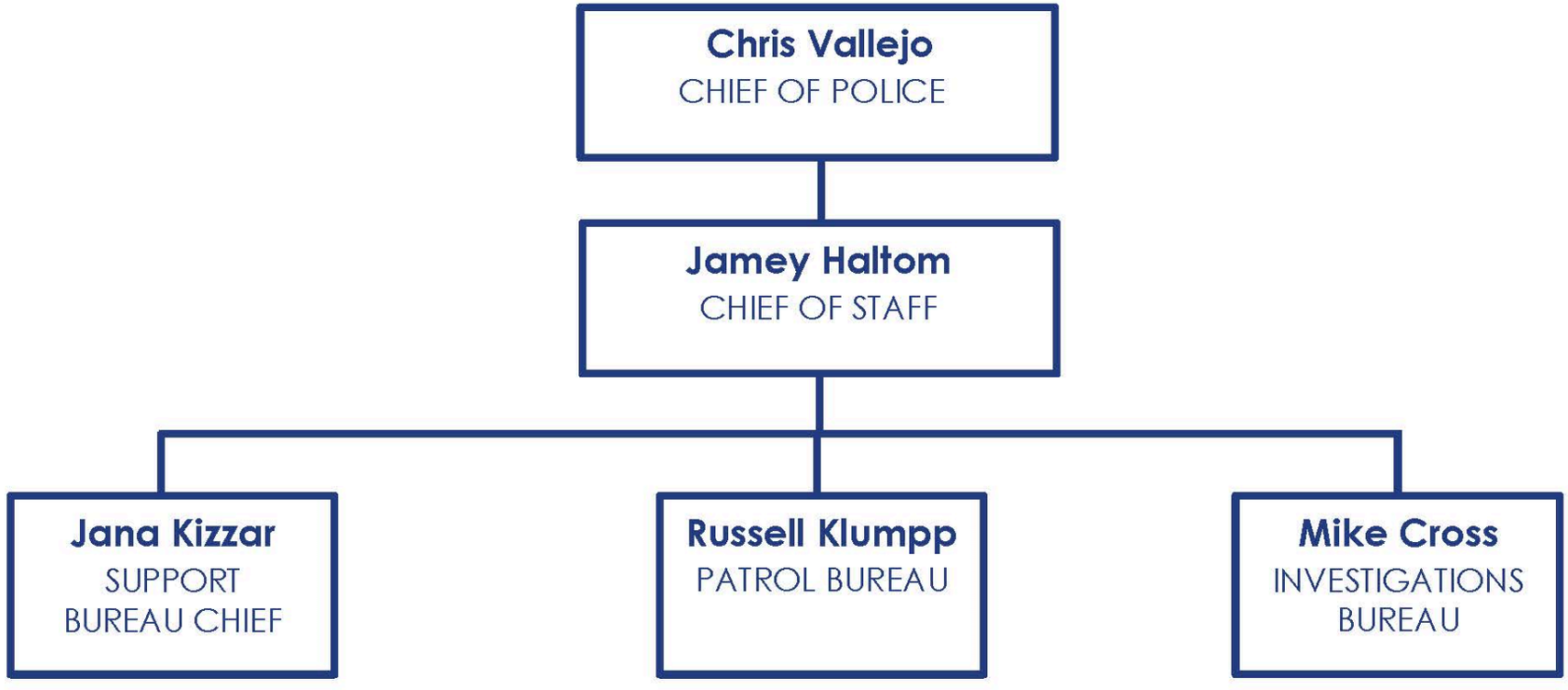
Goals

Housing Services Division
→ Continuing transition of EAS to Built for Zero
→ Continuing to implement findings of Homeless Innovation Project
→ Complete 5-year Consolidated Action Plan 2026 – 2030
→ Update analysis of impediments related to 5-year Con Plan

Planning Division
→ Completed Missing Middle text amendments to the zoning code
→ Finalize updates to Parking Code
→ Implement EPA Brownfield Planning Grant
→ Update of Brick Sidewalk Policy
→ Continue to promote affordable housing development through tools like Land Bank, RHID, NRP, and Affordable Housing Trust Fund
→ Identify sustainable funding source for Affordable Housing Trust Fund
→Streamline incentive-based program workflows
→ Publish 5-year update of Citywide Housing Study

Development Services Division
→ Adoption of the 2024 International Building Code and International Residential Code
→ Launch of Tyler Enterprise Licensing & Permitting portal.
→ Implement IG Inspect iPad tool allowing for real-time inspection data
→ Staff trade boards to full capacity

POLICE DEPARTMENT



The Topeka Police Department is committed to providing a safe environment for citizens who live, work and play in our capital city. We will constantly evaluate and improve our efforts to partner with our community with the goal of improving the quality of life in Topeka, Kansas.

POLICE

The Police department maintains safety and prevents criminal activity throughout the City of Topeka. The Police department's Office of the Chief of Police maintains the overall integrity and security of the department. The department also runs several other divisions including Investigations, Patrol, Support and the division of Property Maintenance Unit.

Department Budget History

Fund Search	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
⊟ **101 - General Fund**	**($45,214,067)**	**($49,877,076)**	**($57,256,993)**	**($55,294,140)**
Police Department	($42,839,436)	($47,392,888)	($54,500,451)	($52,693,748)
Neighborhood Relations/Code Enforcement	($2,374,631)	($2,484,187)	($2,756,542)	($2,600,391)
Total	**($45,214,067)**	**($49,877,076)**	**($57,256,993)**	**($55,294,140)**

Department Name	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
⊟ **Police Department**	**($42,839,436)**	**($47,392,888)**	**($54,500,451)**	**($52,693,748)**
Personnel	($35,837,099)	($39,214,691)	($45,382,436)	($46,739,172)
Contractual	($4,279,307)	($5,401,758)	($5,910,134)	($3,123,345)
Commodities	($2,058,002)	($2,197,199)	($2,328,029)	($2,080,698)
Capital Outlay	($665,029)	($579,240)	($879,852)	($750,533)
⊟ **Neighborhood Relations/Code Enforcement**	**($2,374,631)**	**($2,484,187)**	**($2,756,542)**	**($2,600,391)**
Personnel	($1,271,511)	($1,464,824)	($1,576,251)	($1,559,994)
Contractual	($926,300)	($963,363)	($996,616)	($865,570)
Capital Outlay	($102,929)		($103,635)	($95,000)
Commodities	($73,891)	($56,000)	($80,040)	($79,827)
Total	**($45,214,067)**	**($49,877,076)**	**($57,256,993)**	**($55,294,140)**

Changes from 2025 Budget

→ Adding Staffing Study ($150,000)
→ Lexipol ($40,000)
→ Added 2 Civilian FTEs for PAL
→ Added 1 Civilian FTE for TCALC
→ Added 3 FTEs Civilian Positions for Crime Scene Investigations Unit

POLICE

Accomplishments

→ Creation of Police and Community Together (PACT) Initial Pilot Program to address violent crime and include a public engagement component
→ Partner with RTI to conduct research on historic crime trends in Topeka, including community engagement and internal stakeholder component
→ Established positive relationships with CIVIC in support of Community Violence Interruption (CVI)
→ Partnering with Topeka JUMP, offering collaboration and data sharing

Performance Measures

Performance Measure	2022	2023	2024	Target
Attendance of Command Staff at community meetings	454	640	405	N/A
Number of Individuals Tested (Written Police Officer Test)	93	90	73	N/A
Number of Individuals Tested (Police Officer Physical Abbilities Test - POPAT)		40	73	N/A
Number of volunteer hours	6772.95	6694.25	6202	6500
Homicide Clearance Rate (%)	78	80	73	N/A
Rape Clearance Rate (%)	19	17	11	N/A
Non-Fatal Shooting Clearance Rate	33	19	16	N/A
Burglary Clearance Rate (%)	12	12	11	N/A
Robery Clearance Rate (%)	29	39	25	N/A
Theft Clearance Rate (%)	12	12	13	N/A
Number of calls for service	84716	88024	83877	N/A
Number of calls for service - Animal Control	4890	5040	5414	N/A
Number of Accidents related to Driving Under the Influence (DUI)	108	85	74	N/A
License Plate Reader: Measuring Number of Confirms		33	10	N/A
License Plate Reader: Measuring Number of Reads		915308	1334844	1000000 +
Number of firearms test fired	570	531	539	N/A
Number of NIBIN leads	138	331	579	N/A
Number of City ID’s issued	630	997	1003	N/A
Number of mental health service calls responded to	1525	1616	1564	N/A

POLICE

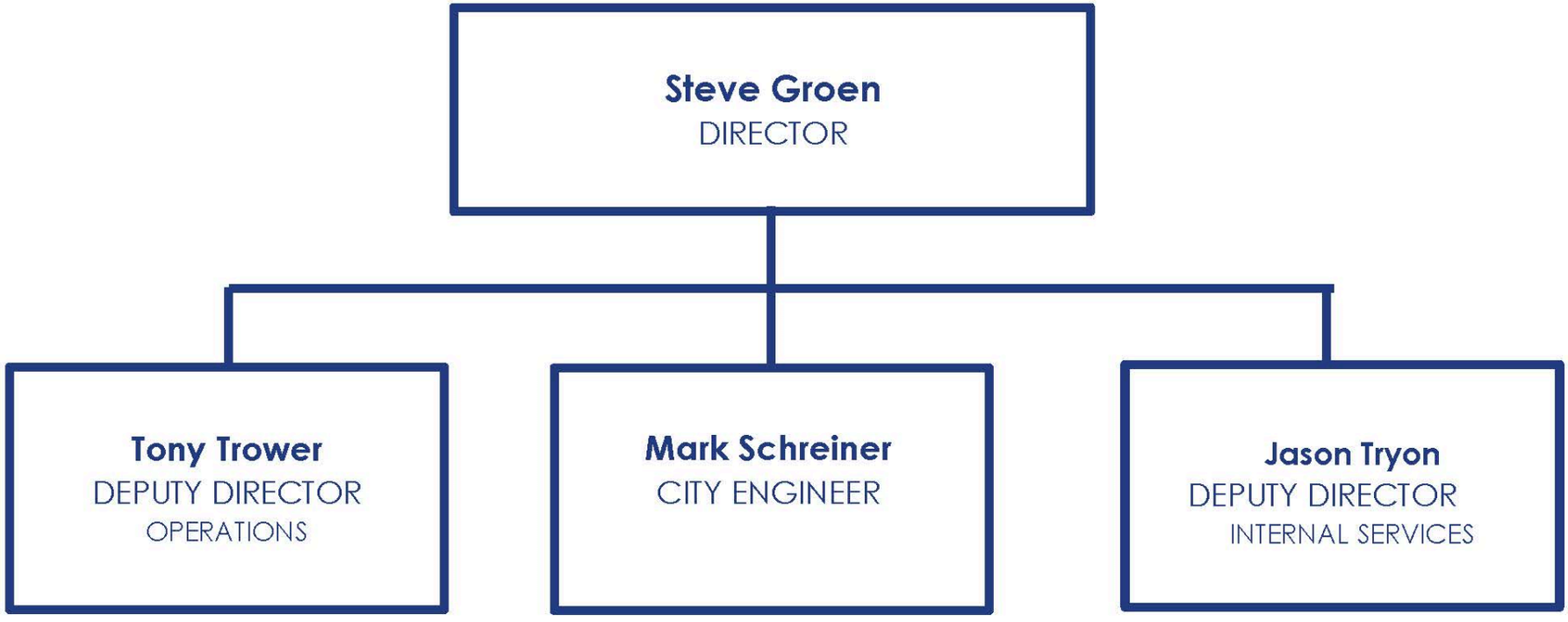
Performance Measures Continued

Performance Measure	2022	2023	2024	Target
Number of abatements (PMU)	1019	1031	1731	N/A
Demolitions (Structures Under Contract or in the Demolition Bid Process) (PMU)	24	17	12	N/A
Number of inspections (PMU)	18146	15447	19260	N/A
Properties Brough Back to Voluntary Compliance (PMU)	3269	3267	4639	N/A
Number of PMU criminal cases referred to the City Attorney's Office	262	320	476	N/A
Cases closed at courtesy	34	58		46
Cases closed at violation	14	27		21
Cases closed at court	1	0	0	3

Goals

→ Outreach to Washburn University to assist in adding an evaluation component for TPD's Training Academy curriculum and adult learning concepts
→ Enhance community engagement
→ Strengthen relationships with external research institutions
→ Strengthen relationships with external Federal, State, and County partners for enhanced intelligence sharing
→ Reduce Violent Crime

PUBLIC WORKS



Our mission is to enhance the community by providing and maintaining quality infrastructure and public services. Our vision is to create an environment conducive to the development of sustainable economic growth that will improve the quality of life for future generations.

PUBLIC WORKS

The Public Works department runs several divisions to help maintain and construct infrastructure in the City. The Administration division operates and maintains the City's infrastructure including streets, parking, traffic signals, signs and markings, forestry, bridges, city facilities, and fleet services. The Engineering division reviews and administers all public street improvement projects, inspects work performed in each public right-of-way, maintains and controls all survey data within the city, and manages the city bridge inspection and maintenance program.

Department Budget History

Fund Search	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
101 - General Fund	($6,790,654)	($8,335,471)	($8,350,043)	($7,626,421)
275 - 0.5% Sales Tax (Jedo Proj)	($7,356,405)	($15,244,820)	($9,798,500)	($10,002,811)
276 - Federal Funds Exchange	($499,400)	($3,750,000)	($2,215,000)	($1,550,000)
291 - Special Street Repair	($6,165,267)	($8,208,806)	($8,274,449)	($7,781,698)
292 - Sales Tax Street Maint	($17,440,245)	($32,660,128)	($28,124,454)	($28,468,024)
601 - Public Parking	($3,422,344)	($3,079,418)	($2,803,494)	($3,157,281)
614 - Fleet Management	($2,473,338)	($3,934,274)	($3,664,128)	($2,310,635)
615 - Facilities Operations	($3,017,618)	($3,657,295)	($3,509,272)	($3,555,688)
Total	**($47,165,269)**	**($78,870,211)**	**($66,739,340)**	**($64,452,558)**

Main Type	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
⊟ **Expenses**	**($47,165,269)**	**($78,870,211)**	**($66,739,340)**	**($64,452,558)**
Contractual	($33,788,492)	($46,233,796)	($47,795,766)	($45,592,215)
Personnel	($10,843,698)	($12,772,627)	($12,925,646)	($14,152,992)
Commodities	($1,302,095)	($3,805,120)	($2,209,277)	($2,292,088)
Other Payments	$10,409	($13,750,000)	($2,175,500)	($1,550,500)
Debt	($915,634)	($815,622)	($620,602)	($622,463)
Capital Outlay	($325,760)	($1,493,046)	($1,012,550)	($242,300)
Total	**($47,165,269)**	**($78,870,211)**	**($66,739,340)**	**($64,452,558)**

PUBLIC WORKS

Changes from 2025 Budget

General Fund
→ Decrease in $300,000 in engineering consultant fees
→ Added 3 Engineering Tech II's with 3 vehicles ($135,000) - Tech's will be paid out of Citywide Half-Cent Sales Tax

Accomplishments

Transportation Operations
→ Upgraded Street Maintenance Fleet, Crew pick-up, Supervisor pick-ups, Bobcat with 4' mill head, two new Dump Trucks with new anti-ice tanks for pretreating
→ Training on motor grader and paver. Training was performed from outside source.
→ rebuilt N Topeka and Independence intersection, new signal and pavement markings
→ 21st and Chelsea new signal and pavement markings
→ 21st and Belle new signal and pavement markings
→ Help modify 21st and Topeka signal and pavement markings
→ 32snd and Topeka modify signals and markings
→ New RRFB at 15th and MacVicar
→ As of June 1st, 715 new signs made in house

Parking
→ Completed refresh of garage entryways for consistent look and feel.
→ Updated and unified signage in all facilities.
→ Replaced lighting in stairwells and lobbies to increase visibility and safety.
→ Increased adoption of app-based pay to 47.3%
→ Increased garage leased occupancy to 81%.
→ Replaced elevators at 9th Street Garage.
→ Significant reduction in past due payables.

Foresty
→ Maintain 80% completion rate of work orders within a 90-day window
→ Continue to target 1,000 trees pruned or raised
→ Continue to target 300 trees removed
→ Arbor Day planting with Governor and Kansas Arborist Association
→ Continue Tree City USA recognition
→ Accepted delivery of new stump grinder
→ Delivery of two new bucket trucks
→ Delivery of new bucket truck

Facilities
→ Completed conversion of City Hall Boiler from steam to hot water.
→ Completed conversion of TPAC HVAC from steam/refrigerant to Hot/Cold Water.
→ Replaced various mechanical features at the Law Enforcement Center and Fire Department Facilities
→ Replaced roofs at Fire Stations4, 7, 9 and the Water Distribution Building

PUBLIC WORKS

Accomplishments Continued

Fleet
→ Relocated light duty operations to 3501 S Kansas Ave.
→ Increased enrollment into Vehicle and Equipment Replacement Fund by two departments, ensuring regular vehicle replacements.

Engineering
→ Completed necessary pavement, striping, and signal modifications to handle increased traffic volumes on the city street network during the I-70 closure and reconstruction
→ Implemented UBAS treatment in the Pavement Preservation Program
→ Transitioned to date-certain construction contracts
→ Updated the Liquidated Damages table in construction contracts to mirror Shawnee County's current rates
→ Updated Sections 4 and 6, and added Section 9, in the Standard Technical Specifications manual
→ Hired an additional Engineer to manage construction projects
→ Received $838,000 in grants
→ Continued to leverage traffic demand analysis software to bring cost savings, in lieu of contracted 3rd party services.

Goals

Transportation Operations
→ Upgrade fleet, 4 single axle dump trucks with pre-treat tanks, multipurpose flush truck- use for sweeping and pre-treating during inclement weather
→ Create additional crew for regrading and maintain aggregate alleys
→ Maintain full staffing capacity for department to meet goals, safety concerns, and liabilities for the city
→ Connect signals to Traffics network through fiber, or wireless radio as money/help allows
→ Add specific fiber optic color, footage, direction, and splice diagram notes as repairs are made or access to splice boxes is needed
→ Replace old obsolete camera detection with AI detection
→ Train signal techs on new detection systems, software
→ Update overhead D3s (street name signs) at 15 intersections
→ Convert 50 crosswalks from Type I to Type II markings
→ Meet yearly painting goals
→ Update sign in 4, 10 square block "neighborhoods"

PUBLIC WORKS

Goals Continued

Facilities
→ Complete TPAC HVAC replacement.
→ Improve accessibility of City facilities, though Energy and ADA assessment.

Fleet
→ Upgrade reporting suite on vehicle and asset management for departments.
→ Increase enrollment in the City's vehicle and equipment replacement fund
→ Maintain fleet readiness above 90%

Parking
→ Maintain leased garage occupancy over 80%.
→ Continue comprehensive parking garage rehabilitation project.
→ Update comprehensive preventive maintenance schedule of garages.
→ Increase parking revenue by $290,000, to improve long term sustainability.
→ Improve and maintain customer service
→ Simplify on-street parking with standardized rates and times

Forestry
→ Maintain 80% completion rate of work orders within a 90-day window
→ 1,000 trees pruned or raised
→ 300 trees removed
→ Arbor Day planting
→ Continue Tree City USA recognition
→ Develop tree planting plan or funding source
→ Develop tree inventory

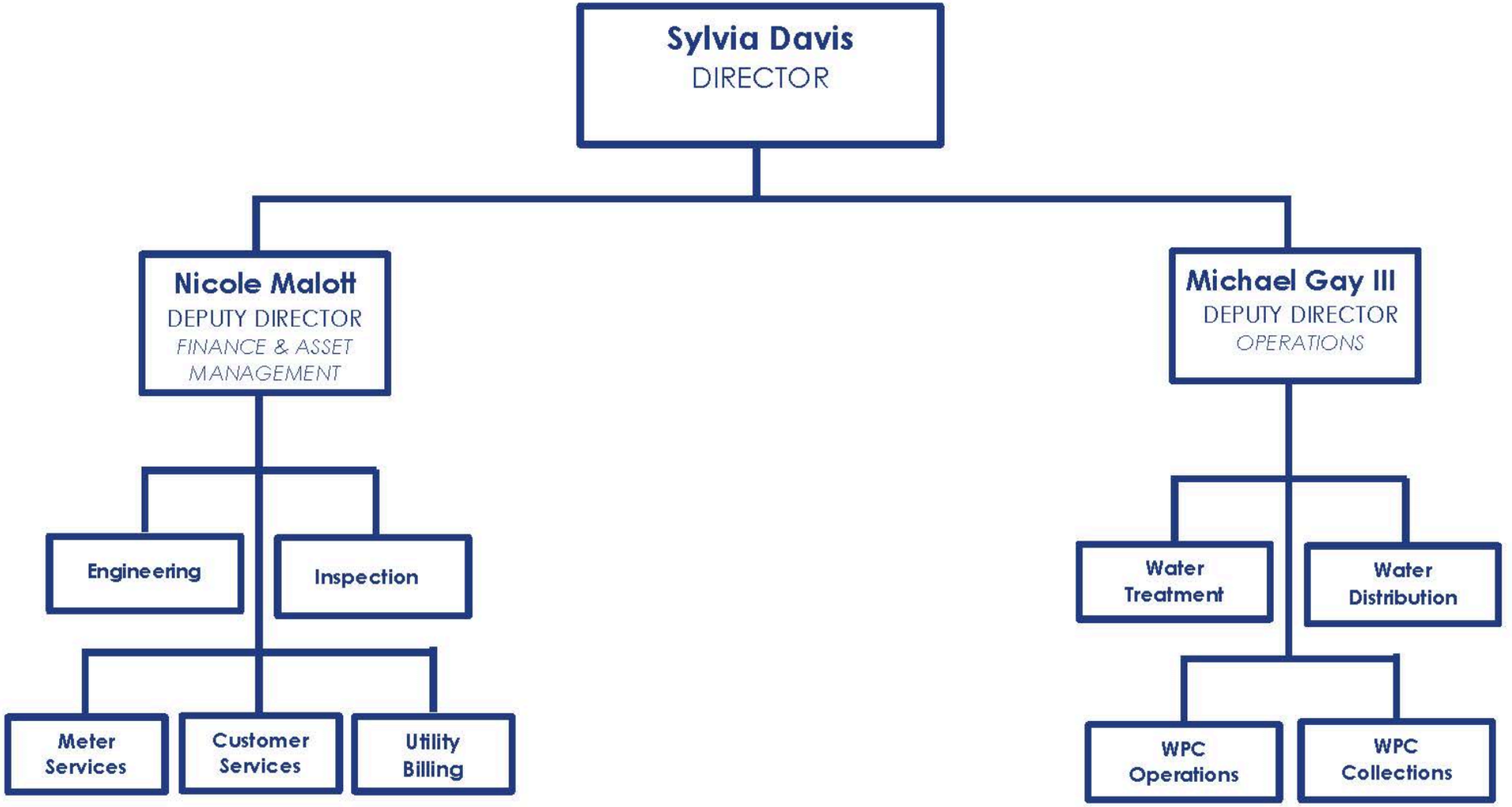
Engineering
→ Continue to fill vacancies in order to reduce expenditures for consultant project management and construction inspection services
→ Manage design schedules so that projects are left to construction and completed in a timely manner
→ Continue to coordinate with other City departments, County and State agencies to minimize or avoid potential conflicts with other infrastructure projects in the city and surrounding areas
→ Review and update remaining sections in the Standard Technical Specifications manual
→ Research and implement newer treatments and technologies, such as increased Reclaimed Asphalt Pavement (RAP) content in asphalt pavement and PressurePave pavement treatment

PUBLIC WORKS

Performance Measures

Performance Measure	2022	2023	2024	Target
Preventative Maintenance vs. Corrective Maintenance (%)	75% (CM) 25% (PM)	75% (CM) 25% (PM)		75% (PM) 25% (CM)
Project Closeout within 30 days				1
Preventative vs. Corrective Maintenance (%)	34 PM/66CM	39 PM/61 CM	44 PM/56CM	80 PM/20 CM
Number of Emergency Work Orders	410	537		400
Number of Non-Emergency Work Orders	778	1148		1000
Work Order Completion Rate within 90 days	84.9	84.2	71.4	80
Number of trees pruned or raised	1000	1216	452	1100
Number of trees removed	300	320	337	300
Signalized Intersections Replaced	3	3	3	5
Number of scheduled maintenance work orders	N/A	N/A	242	231
Number of Signs Installed per Year	1250	1327	1250	1200
Number of scheduled maintenance work orders	242	265	443	458
Number of Long Lines Marked per Year	285	285	285	285
# of Crosswalks converted per year	50	50	50	54
Number of Work Orders	N/A	79	79	N/A
Streetlight Outage Complaint	66	66	66	43
Street Sweeping Lane Miles	4305	3081	5837	6500
Number of Work Orders	57	25	20	25
Number of Miles Aggregate Alley Maintained	23	40	36	40
Number of Alleys Maintained (blocks)	220	277	248	300
Number of Winter Weather Events Managed	13	4	10	5
Number of Potholes Filled	33332	36580	46151	20000
Crack Sealing Linear Feet	129000	100195	126000	130000

UTILITIES



From river to river, we manage water—protecting the health and safety of our community.

UTILITIES DEPARTMENT: WATER

The Water Utility produces our community's safe drinking water and manages all operations and maintenance of the water system in order to supply water to Topeka, Shawnee County, and surrounding areas.

Department Budget History

Fund Search	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
621 - Water Utility	($40,687,561)	($52,593,962)	($56,528,377)	($62,286,091)
Total	**($40,687,561)**	**($52,593,962)**	**($56,528,377)**	**($62,286,091)**

Main Type	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
⊖ **Expenses**	**($40,687,561)**	**($52,593,962)**	**($56,528,377)**	**($62,286,091)**
Capital Outlay		($400,000)	($400,000)	($400,000)
Commodities	($9,553,671)	($9,187,745)	($10,107,490)	($11,349,237)
Contractual	($11,595,693)	($12,284,960)	($12,816,876)	($14,107,235)
Debt	($11,307,789)	($10,704,226)	($13,592,479)	($13,386,169)
Other Payments	($4,157)	($9,124,425)	($8,007,100)	($11,427,100)
Personnel	($8,226,252)	($10,892,607)	($11,604,432)	($11,616,350)
Total	**($40,687,561)**	**($52,593,962)**	**($56,528,377)**	**($62,286,091)**

Changes from 2025 Budget

→ Increase in treatment chemical cost of 15%
→ Increase in utility expenses (i.e. electricity, natural gas) of 11%
→ Debt is directly related to existing debt and ensure current obligations are met while new debt is added with revenue bonds
→ Other Payments is directly related to cash financing of Capital Improvement Projects
→ Removed Ombudsman position

UTILITIES DEPARTMENT: WATER

Accomplishments

(2025 metrics are through May 31, 2025)

→ Water main breaks repaired
2024 - 590
2025* - 182 YTD

→ Fire Hydrants repaired/replaced - 180* YTD

→ Water Valves repaired/replaced - 130* YTD

→ Water Mains Replaced or rehabilitated
2024 - 19,875 LF Including:
SW Villa West Drive
SW 21st St. from Western to Buchanan
Polk-Quincy Viaduct
2025* - 8,996 LF YTD
→ Meet or exceed all KDHE requirements for safe, clean drinking water

Customer Service
→ 2024 Customers Assisted
Answered 121,753 calls to 368-3111
Assisted 31,215 walk-in customers at City Express
Responded to 4,042 on-line inquiries
→ 2025* Customers Assisted - YTD
Answered 45,138* calls to 368-3111
Assisted 11,660* walk-in customers at City Express
Responded to 6,867* on-line inquiries

Meter Services
→ Service orders
2024 - 70,156 completed
2025* - 26,463 completed YTD

→ Preventative Maintenance Orders
2024 - 822 shut off valve and meter box replacements completed
2025* - 483 shut off valve and meter box replacements completed YTD

Utility Billing
→ Utility Bills Generated for City Utilities & SNCO Solid Waste
2024 - 758,273 bills generated
2025* - 320,928 generated YTD
→ 4.45% increase in electronic billing in 2024

UTILITIES DEPARTMENT: WATER

Performance Measures

Performance Measure	2022	2023	2024	Target
Electronic billing (percentage increased)	New Measure	0.0566	0.0445	0.05
Billing accuracy (percentage)	0.998	0.998	0.9997	0.9995
Call Center Service Level (percentage)*	0.717	0.7425	0.8365	0.9
Average call length	New Measure	2 min 47sec	2 min 55 sec	3 min 00 sec
Average AMI reading captured (percentage)	New Measure	0.9244	0.9142	0.988
Drinking water compliance rate	1	1	0.9967	1
Linear Feet of water mains replaced or rehabilitated per year	14610	14531	19572	12000
Length of time to repair water main breaks (hours)	5	5.5	6	< 5
Number of bills generated	731238	734263	758273	N/A
Number of calls received	112928	120362	121753	N/A
Number of walk-in customers	33202	31215	30903	N/A
Number of service orders completed	61839	59382	70156	N/A
Truck rolls avoided through AMI	N/A	New Measure	5362	N/A
Average gallons of water distributed daily	23.63 MG/day	24.42 MG/day	23.19 MG/day	N/A
Highest number of gallons of water distributed	36.77 MG	37.82 MG	35.35 MG	N/A

UTILITIES DEPARTMENT: WATER

Goals

Water Treatment Plant:
→ Begin Water Treatment Plant Rehabilitation projects:
West Intake Rehabilitation construction
Chemical building Rehabilitation construction
East Plant Basin Rehabilitation design
→ Begin design stage of painting Original Montara Water Tower
→ Meet or exceed all KDHE requirements for safe, clean drinking water

Water Distribution:
→ Improve the time required to repair broken water mains to 5 hours or less
→ Resume preventative maintenance for hydrants and valves

Project Management:
→ Complete water main replacement or rehabilitation projects at:
SW Moundviw SW Stoneybrook
Montara Neighborhood Phase I
SW Boswell

Customer Service:
→ Increase electronic customer communication by 3% over the previous year
→ Improve and maintain Call Center service level

Meter Services:
→ Complete ongoing meter exchange program
→ Continue replacing obsolete style shut off valves (approx. 2,300 remaining)

Utility Billing:
→ Increase electronic billing by 5% over the previous year
→ Maintain billing accuracy rate of at least 99.95%

UTILITIES: STORMWATER

The Stormwater Utility operates and maintains the City's flood protection and drainage systems. Services of the Stormwater Utility are primarily managed by the Water Pollution Control division. Services include stormwater collection system maintenance, levee system operations and maintenance, and best management practices (BMP).

Department Budget History

Fund Search	2023 Actuals	2024 Budget	2025 Budget	2026 Budget ▲
623 - Stormwater Utility	($7,072,443)	($13,708,172)	($12,727,224)	($12,633,611)
Total	**($7,072,443)**	**($13,708,172)**	**($12,727,224)**	**($12,633,611)**

Main Type ▲	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
⊟ **Expenses**	**($7,072,443)**	**($13,708,172)**	**($12,727,224)**	**($12,633,611)**
Capital Outlay		($350,000)	($300,000)	($500,000)
Commodities	($310,696)	($223,335)	($258,961)	($380,163)
Contractual	($3,132,486)	($2,323,441)	($2,361,487)	($2,916,533)
Debt	($1,910,144)	($2,188,192)	($2,567,519)	($2,586,555)
Other Payments		($6,275,991)	($4,786,200)	($3,904,300)
Personnel	($1,719,117)	($2,347,212)	($2,453,056)	($2,346,060)
Total	**($7,072,443)**	**($13,708,172)**	**($12,727,224)**	**($12,633,611)**

Changes from 2025 Budget

→ Increase in utility expenses (i.e. electricity. natural gas) of 11%
→ Debt is directly related to existing debt and ensure current obligations are met while new debt is added with revenue bonds

UTILITIES: STORMWATER

Accomplishments

(2025 metrics are through May 31, 2025)

→ **Storm Sewer pipes cleaned**
2024 - 30,748 LF
2025* - 24,072 LF

→ **Stormwater Inlets cleaned and inspected**
2024 – 10,833
2025* - 2,771

→ **Stormwater Mains replaced or rehabilitated**
2024 – 6,209 LF
2025* - 2,500 LF

→ **Performance measures and goals for 2025 are on track to be met:**
Mowing of levees to control unwanted vegetation
Conducting 130 outfall inspections
Collect 12 bi-weekly stream samples for detecting illicit discharge
Annual and bi-annual inspections of ditches and channels
Annual maintenance and exercising of levee sluice gates, and relief wells

Performance Measures

Performance Measure	2022	2023	2024	Target
Completed Outfall Inspections	113	130	122	100
Controlled Burns Conducted	2	3	1	3
Erosion & Sediment Control Submittals Reviewed	339	422	440	400
Stream Samples Collected	23	25	20	12
Linear feet of storm sewer mains cleaned	43225	71262	30748	40000
Number of storm sewer inlets inspected and cleaning	14607	8676	10833	6572
Levee maintenance and exercising of levee sluice gates, and relief wells completed(percentage)	1	1	1	1
Linear Feet of storm sewer mains replaced or rehabilitated per year	3009	12749	6209	8000

UTILITIES: STORMWATER

Goals

Project Management
→ Begin Stormwater Conveyance system replacement or rehabilitation at:
SE Prairie Road
SE California Ave & SE 4th St

Stormwater Operations
→ Meet 2026 performance metrics and goals
→ Maintain Compliance wit City NPDES Permit Requirements
→ Update Stormwater Management Program
→ Partner with community organizations on at least one stream cleanup event
→ Complete action items to satisfy EPA requirements for long-term operations and maintenance of BMP's

UTILITIES: WASTEWATER

The Wastewater Utility collects and treats wastewater at three treatment plants to protect the health and safety of our community. Services of the Wastewater Utility are primarily managed by the Water Pollution Control division.

Department Budget History

Fund Search	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
625 - Wastewater Fund	($28,559,295)	($45,867,083)	($41,111,311)	($45,392,654)
Total	**($28,559,295)**	**($45,867,083)**	**($41,111,311)**	**($45,392,654)**

Main Type	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
Expenses	**($28,559,295)**	**($45,867,083)**	**($41,111,311)**	**($45,392,654)**
Capital Outlay		($300,000)	($350,000)	($300,000)
Commodities	($2,102,454)	($2,073,685)	($2,539,551)	($2,464,344)
Contractual	($12,591,439)	($10,366,591)	($11,673,653)	($12,908,950)
Debt	($8,570,470)	($8,813,347)	($11,724,199)	($13,892,026)
Other Payments	($32,894)	($17,915,584)	($7,864,110)	($8,696,000)
Personnel	($5,262,039)	($6,397,876)	($6,959,798)	($7,131,334)
Total	**($28,559,295)**	**($45,867,083)**	**($41,111,311)**	**($45,392,654)**

Changes from 2025 Budget

→ Increase in treatment chemical costs of 15%
→ Debt is directly related to existing debt and ensure current obligations are met while new debt is added with revenue bonds

UTILITIES: WASTEWATER

Accomplishments

(2025 metrics are through May 31, 2025)

→ **Sanitary Sewer mains cleaned**
2024 - 1,004,812 LF
2025* - 172,069 LF YTD

→ **Sanitary Sewer mains replaced or rehabilitated**
2025* - 6,000 LF YTD

→ **Biosolids Processed**
2024 - 20,487.50 tons
2025* - 5,666.00 tons

→ **Biosolids Reused**
2024 - 21,733.20 tons
2025* - 4,230.71 tons

→ Reduced called regarding wastewater odor by 8%

Performance Measures

Performance Measure	2022	2023	2024	Target
Linear footage of 6” to 15” gravity mains cleaned	974949	813927	1.005M	1.12M
Linear Feet of sanitary sewer mains replaced or rehabilitated per year	18368	5630	0	17000
Number of bypass events over 8 hours without secondary treatment	4	1	0	0
Number of occurrences resulting in Notice of Violation	20	4	76	0
Response time to customer calls (percentage)	0.995	0.98	0.9325	1
Number of gallons of wastewater treated	6.6B	5.2B	4.075B	N/A
The number of system back-up calls	N/A	210	212	N/A

UTILITIES: WASTEWATER

Goals

→ Rehabilitation of the Grant Jefferson and Shunga Pump States & Force Mains
→ Complete Plant modifications at North Topeka Wastewater Treatment Plant
→ Increase biosolids processing by 3%
→ Increase land application by 5%
→ Maintain Compliance with city NPDES Permit Requirements
→ Adhere to State and Federal regulations and The Clean Water act, regarding the treatment and release of wastewater

MISC. NON-DEPARTMENTAL

The Non-Departmental budget within the City's General Fund exists primarily to post expenses that are citywide in nature and not generated through the actions of a specific department

Department Budget History

Fund Search	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
101 - General Fund	**($5,032,312)**	**($4,083,688)**	**($4,428,652)**	**($15,579,852)**
Misc. Non - Departmental	($2,181,061)	($1,337,748)	($1,004,281)	($12,915,852)
Prisoner Care	($945,977)	($800,000)	($1,100,000)	($1,500,000)
Social Service Grants	($546,708)	($752,379)	($752,500)	($590,000)
Cemeteries	($222,535)	($295,000)	($295,000)	($294,000)
Topeka Performance Center	($404,340)	($718,561)	($721,861)	($150,000)
Franchise Fee Program	($100,000)	($180,000)	($130,010)	($130,000)
Equipment & Improv Nondept	$60,000			
Non Departmental - Hotel	($691,691)		($425,000)	
Total	**($5,032,312)**	**($4,083,688)**	**($4,428,652)**	**($15,579,852)**

Main Type	2023 Actuals	2024 Budget	2025 Budget	2026 Budget
Expenses	**($5,032,312)**	**($4,083,688)**	**($4,428,652)**	**($15,579,852)**
Contractual	($4,377,750)	($4,258,551)	($6,241,949)	($15,474,852)
Other Payments	($239,630)	($1,600,000)	($232,000)	($105,000)
Personnel		$1,774,863	$2,470,297	
Capital Outlay	($101,392)			$0
Commodities	($313,539)		($425,000)	$0
Total	**($5,032,312)**	**($4,083,688)**	**($4,428,652)**	**($15,579,852)**

Changes from 2026 Budget

→ See next page for itemized list of expenses for FY2026
→ Vacancy Credit is no longer posted within this cost center; rather it is reflected in specific department budgets

MISC. NON-DEPARTMENTAL

Itemized List of 2026 Non-Departmental Expenses

Below are list of material expenditures in the Misc. Non-Departmental Expense Budget:

→ Cemeteries: $294,000
→ SNCO Prisoner Care: $1,500,000
→ TPAC Contract: $150,000
→ Social Service Grants with United Way Administration: $425,000
→ PARS/Safe Streets: $45,750
→ Kansas Children's Services: $60,000
→ YWCA Northeast Kansas: $40,000
→ Lineage Expense: $175,000
→ IT Allocation for General Fund: $5,077,637
→ Facilities Allocation for General Fund: $3,715,965
→ Insurance Allocation for General Fund: $1,366,731
→ League of Kansas Municipalities: $42,000
→ GTP: $14,000
→ Pocket Park Maintenance: $61,366
→ Intelli-Time: $107,500
→ ArtsConnect: $30,000
→ NOTO: $50,000
→ Downtown Topeka Redevelopment Grant: $150,000
→ Lawson License: $530,000
→ SAAS Fees: $697,894
→ Eviction Defense Contract: $88,000
→ Property Tax Rebate Program with CRC: $250,000
→ Franchise Fees Rebate with CRC: $130,010
→ CID Payments: $354,760

FUNDS SUMMARY

FUNDS WITH DEPARTMENTAL BUDGET IMPACTS

Department	Funds										
	General	Special Liability	Alcohol & Drug Safety	Risk Funds	Special Street Repair	Half Cent Sales Tax	Public Parking	Fleet Management	Facilities Operations	IT Fund	Utilities Funds
Mayor & City Council	✓										
City Manager	✓										
Legal	✓	✓									
Finance	✓										
Municipal Court	✓		✓								
DEI	✓										
HR	✓			✓							
Community Engagement	✓										
Fire	✓										
Police	✓										
Public Works	✓				✓	✓	✓	✓	✓		
Planning & Development	✓										
Information Technology										✓	
Utilities											✓

101 - GENERAL FUND

The General Fund is the City of Topeka's primary operating fund. It finances a number of departments such as City Council, Mayor, Police, Fire, Executive, Public Works, and various others. The General Fund receives the largest portion of the mill levy to support various services throughout the City.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
101 - General Fund	$23,028,432	$23,028,432	$19,975,720

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$116,085,443**	**$114,928,383**	**$127,570,992**	**$132,985,265**
Sales Tax	$39,013,156	$39,894,883	$40,569,000	$41,710,350
Ad Valorem Tax	$35,597,172	$36,296,391	$38,251,392	$43,779,757
Franchise Fees	$15,228,457	$15,165,089	$14,331,161	$16,189,547
Miscellaneous	$624,443	$557,428	$10,984,459	$8,130,349
PILOTS	$7,930,388	$5,968,062	$5,937,664	$6,787,247
Fees For Service	$4,359,686	$4,484,446	$4,426,854	$4,568,000
Investments from Interest	$4,946,208	$3,859,768	$4,335,000	$2,900,000
Motor Vehicle	$3,201,631	$3,487,228	$3,309,405	$3,657,389
Licenses & Permits	$1,719,408	$1,854,731	$1,781,757	$1,829,164
Intergovernmental Revenue	$1,447,474	$1,435,498	$1,492,050	$1,469,962
Fines	$1,233,003	$1,158,708	$1,275,000	$1,190,000
Municipal Court	$510,974	$488,155	$537,250	$478,500
Special Assessments	$273,444	$277,996	$340,000	$295,000
Expenses	**($116,007,107)**	**($118,403,646)**	**($127,570,984)**	**($132,985,265)**
Debt	($656,420)	($242,481)		
Other Payments	($10,994,307)	($3,793,149)	($232,100)	($105,100)
Capital Outlay	($881,250)	($778,415)	($1,184,166)	($1,354,033)
Commodities	($3,604,065)	($4,531,750)	($4,225,719)	($3,476,650)
Contractual	($19,386,530)	($23,291,850)	($25,137,226)	($27,049,692)
Personnel	($80,484,535)	($85,766,003)	($96,791,772)	($100,999,790)
Total	**$78,336**	**($3,475,264)**	**$9**	**$0**

102 - UNASSIGNED RESERVE FUND

The City shall maintain a minimum unassigned fund balance equal to fifteen percent (15%) of the General Fund revenues and a target unassigned fund balance of twenty percent (20%) of the General Fund revenues. In the event that the unassigned fund balance exceeds twenty percent (20%) at the end of the fiscal year, those excess funds shall be moved to the Unassigned Reserve Fund.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
102 - Unassigned Reserve Fund	$13,843,107	$4,484,552	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$11,706,274**	**$4,134,894**		
Miscellaneous	$11,706,274	$4,134,894		
Expenses		**($1,998,061)**	**($15,374,383)**	**($6,500,000)**
Other Payments		($1,998,061)	($15,374,383)	($6,500,000)
Total	**$11,706,274**	**$2,136,833**	**($15,374,383)**	**($6,500,000)**

Notable Information

→ The City plans on using unassigned reserves to supplement the general fund operating budget for FY26.

216 - DOWNTOWN BUSINESS DIST.

The Downtown Business Improvement fund accounts for assessments that are levied against tenants within the downtown business improvement district.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
216 - Downtown Bus Improv Dist	$60,972	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$178,715**	**$125,784**	**$184,920**	**$203,011**
Special Assessments	$178,666	$173,465	$184,920	$203,011
Miscellaneous	$48			$0
Investments from Interest	$0	($47,681)		$0
Expenses	**($194,957)**	**($164,176)**	**($203,011)**	**($203,011)**
Contractual	($194,957)	($164,176)	($203,011)	($203,011)
Total	**($16,242)**	**($38,392)**	**($18,091)**	**$0**

Notable Information

→ No material changes in FY26 budget

217 - TOPEKA TOURISM IMPROV.

The Tourism Business Improvement fund accounts for assessments that are levied against lodging facilities within the City of Topeka to provide for improvements and promotion of the downtown plaza development area.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
217 - Topeka Tourism Bid	($277)	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$369,551**	**$352,197**	**$384,333**	**$352,200**
Special Assessments	$369,551	$352,197	$384,333	$352,200
Expenses	**($369,397)**	**($356,781)**	**($379,247)**	**($352,200)**
Contractual	($369,397)	($356,781)	($379,247)	($352,200)
Total	**$154**	**($4,584)**	**$5,086**	**$0**

Notable Information

→ No material changes in FY26 budget

218 - NOTO BUSINESS IMPROV.

The NOTO Improvement fund accounts for assessments that are levied against tenants within the NOTO business improvement district.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
218 - Noto Business Improve District	$14,600	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$12,650**	**$12,700**	**$15,000**	**$17,000**
Special Assessments	$13,050	$17,500	$15,000	$17,000
Investments from Interest	($400)	($4,800)		
Expenses	**($5,006)**	**($5,744)**	**($15,000)**	**($17,000)**
Contractual	($5,006)	($5,744)	($15,000)	($17,000)
Total	**$7,644**	**$6,956**	**$0**	**$0**

Notable Information

→ No material changes in FY26 budget

227 - COURT TECHNOLOGY FUND

The Court Technology fund collects fees in addition to existing mandatory court costs for upgrading the court's electronic records and payment system.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
227 - Court Technology Fund	$239,730	$225,730	$730

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$26,332**	**$25,442**	**$25,000**	**$25,000**
Municipal Court	$26,332	$25,442	$25,000	$25,000
Expenses	**($44,013)**	**($26,035)**	**($70,000)**	**($250,000)**
Contractual	($43,712)	($23,164)	($45,000)	($45,000)
Commodities		($967)	($5,000)	($185,000)
Capital Outlay	($302)	($1,904)	($20,000)	($20,000)
Total	**($17,681)**	**($593)**	**($45,000)**	**($225,000)**

Notable Information

→ The Court Technology Fund will partially pay for the Tyler Digi-Ticket System

228 - SPECIAL ALCOHOL FUND

The Special Alcohol fund is collected and distributed in accordance with state statute K.S.A. 79-41a04. Revenues come from a 10% tax on the sale of liquor and must be spent towards drug and alcohol abuse programs.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
228 - Special Alcohol Program	$225,883	$225,883	$225,883

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$723,737**	**$717,749**	**$746,025**	**$734,996**
Intergovernmental Revenue	$723,737	$717,749	$746,025	$734,996
Expenses	**($567,661)**	**($695,927)**	**($746,025)**	**($734,996)**
Contractual	($567,661)	($695,927)	($746,025)	($734,996)
Total	**$156,076**	**$21,822**	**$0**	**$0**

Notable Information

→ No material changes in FY26 budget

229 - ALCOHOL DRUG & SAFETY FUND

The Alcohol and Drug Safety fund receives revenue through Municipal Court fees and supports the probation officer who interacts directly with alcohol and drug safety cases.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
229 - Alcohol & Drug Safety	$9,171	$25,428	$42,062

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$16,936**	**$10,976**	**$22,000**	**$22,000**
Municipal Court	$16,936	$10,976	$22,000	$22,000
Expenses	**($115,786)**	**($9,275)**	**($5,743)**	**($5,166)**
Personnel	($111,532)	($5,772)		$669
Contractual	($1,179)	($2,646)	($1,143)	($1,235)
Commodities	($3,075)	($857)	($4,600)	($4,600)
Total	**($98,850)**	**$1,701**	**$16,257**	**$16,834**

Notable Information

→ No material changes in FY26 budget

232 - LAW ENFORCEMENT FUND

This fund was established for collecting revenues through donations, federal monies, license fees, warrant fees, and Municipal Court fees. The purpose is to subsidize crime prevention activities including training, canine and officer equipment, and prevention programs.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
232 - Law Enforcement	$1,583,390	$1,265,810	$903,333

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$459,915**	**$325,313**	**$189,000**	**$189,000**
Municipal Court	$20,439	$18,384	$20,000	$20,000
Miscellaneous	$204,694	$94,511	$20,000	$20,000
Licenses & Permits	$17,500	$15,000	$17,500	$17,500
Investments from Interest	$102,309	$122,585	$36,500	$36,500
Intergovernmental Revenue	$24,750	$563	$5,000	$5,000
Fines	$90,223	$74,271	$90,000	$90,000
Expenses	**($463,750)**	**($497,913)**	**($551,477)**	**($551,477)**
Debt	($26,614)	$0		
Contractual	($306,239)	($320,844)	($518,588)	($518,588)
Commodities	($29,720)	($24,477)	($32,889)	($32,889)
Capital Outlay	($101,176)	($152,592)		$0
Total	**($3,835)**	**($172,599)**	**($362,477)**	**($362,477)**

Notable Information

→ No material changes in FY26 budget

236 - SPECIAL LIABILITY FUND

The Special Liability fund is utilized to defend the City in court for cases, such as workers compensation, and claims against the City.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
236 - Special Liability	$2,996,713	$2,472,923	$1,954,970

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$1,164,897**	**$1,253,948**	**$1,059,376**	**$1,121,832**
PILOTS	$4,220	$5,923	$3,000	$3,000
Motor Vehicle	$85,626	$86,393	$79,229	$87,218
Investments from Interest	$194,829	$194,519		$0
Ad Valorem Tax	$880,221	$967,113	$977,147	$1,031,614
Expenses	**($1,015,460)**	**($1,501,796)**	**($1,536,185)**	**($1,639,785)**
Personnel	($706,582)	($577,525)	($773,296)	($855,835)
Contractual	($304,940)	($918,911)	($755,889)	($776,950)
Commodities	($3,938)	($5,360)	($7,000)	($7,000)
Total	**$149,436**	**($247,849)**	**($476,809)**	**($517,953)**

Notable Information

→ No material changes in FY26 budget

271 - TRANSIENT GUEST TAXES

These funds account for revenues received from a transient guest tax imposed on hotel and motel room rentals. This tax is utilized for the promotion of conventions and tourism in the City of Topeka.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
271 - Transient Guest Tax	$57,244	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$2,347,597**	**$2,238,852**	**$2,972,974**	**$2,375,000**
Transient Guest Tax	$2,347,597	$2,238,852	$2,972,974	$2,375,000
Expenses	**($2,347,597)**	**($2,233,723)**	**($2,018,469)**	**($2,375,000)**
Other Payments	($229,148)	($218,533)	($236,022)	($230,000)
Contractual	($2,118,449)	($2,015,189)	($1,782,447)	($2,145,000)
Total	**$0**	**$5,130**	**$954,505**	**$0**

Notable Information

→ No material changes in FY26 budget

272 - TRANSIENT GUEST TAXES Soccer

This fund accounts for revenues received from transient guest tax and pays towards improvements at Sunflower Soccer.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
272 - Tgt - Sunflower Soccer	$702,779	$431,440	$617,479

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$478,031**	**$454,169**	**$602,920**	**$475,000**
Transient Guest Tax	$478,031	$454,169	$602,920	$475,000
Expenses	**($283,313)**	**($282,880)**	**($294,254)**	**($288,961)**
Contractual	($283,313)	($282,880)	($294,254)	($288,961)
Total	**$194,718**	**$171,289**	**$308,666**	**$186,039**

Notable Information

→ No material changes in FY26 budget

273 - TRANSIENT GUEST TAXES (NEW)

This fund accounts for revenues received from transient guest tax and distributes funds to four community entities.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
273 - Transient Guest Tax (New)	$93,553	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$458,296**	**$437,067**	**$580,381**	**$475,000**
Transient Guest Tax	$458,296	$437,067	$580,381	$475,000
Expenses	**($468,903)**	**($409,578)**	**($482,970)**	**($475,000)**
Contractual	($468,903)	($409,578)	($482,970)	($475,000)
Total	**($10,608)**	**$27,488**	**$97,411**	**$0**

Notable Information

→ This fund is building up a fund balance since Evel Knievel no longer receives TGT disbursements; the Governing Body opted to dedicate all future TGT revenue generation toward Evel Knievel to be used to build an ice rink at Evergy Plaza.

274-275 - COUNTYWIDE HALF CENT SALES TAX

This fund tracks sales tax being received from the state and transferred to the Joint Economic Development Organization (JEDO) for the funding of economic development and countywide infrastructure as authorized by voters in April of 2016.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
275 - 0.5% Sales Tax (Jedo Proj)	$21,116,143	$21,684,346	$23,826,450

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$19,898,235**	**$22,128,576**	**$19,716,324**	**$21,945,170**
Sales Tax	$19,142,062	$20,879,968	$19,716,324	$21,945,170
Investments from Interest	$756,172	$1,248,609		
Expenses	**($18,964,469)**	**($14,157,767)**	**($21,754,806)**	**($22,502,811)**
Contractual	($18,964,179)	($14,157,767)	($21,753,806)	($22,501,811)
Capital Outlay	($290)		($1,000)	($1,000)
Total	**$933,766**	**$7,970,809**	**($2,038,482)**	**($557,641)**

Notable Information

→ Project concepts that are beginning include: SW Huntoon St. - Gage Blvd. to Harrison St. and SW Topeka Blvd. -15th - 21st St.
→ The fund balance remains high due to delays in the 17th Street Project. Currently, no major projects funded by the Countywide Half-Cent Sales Tax are under construction, contributing to the continued growth of the fund balance

276 - FEDERAL FUNDS EXCHANGE

Federal Funds Exchange is a voluntary program that allows local agencies to trade all or part of its federal fund allocation in a specific federal fiscal year with the Kansas Department of Transportation (KDOT) in exchange for state transportation dollars. The available funds are determined annually by KDOT for use on specific types of transportation improvement projects including, but not limited to, roadway construction, reconstruction, and pavement preservation.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
276 - Federal Funds Exchange	$610,948	$205,976	$320,976

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$1,738,080**	**$1,557,504**	**$1,600,000**	**$1,665,000**
Investments from Interest	$195,366	($18,744)		$15,000
Intergovernmental Revenue	$1,542,714	$1,576,248	$1,600,000	$1,650,000
Expenses	**($499,400)**	**($4,355,000)**	**($2,215,000)**	**($1,550,000)**
Other Payments	($499,400)	($4,355,000)	($2,215,000)	($1,550,000)
Total	**$1,238,680**	**($2,797,496)**	**($615,000)**	**$115,000**

Notable Information

→ Projects include annual bridge maintenance program, SW Fairlawn RD. - 28th St. to 23rd St., and SE Sardou Avenue over Union Pacific Railroad, and various improvements across multiple bridges

286 - RETIREMENT RESERVE FUND

The Retirement Reserve fund provides revenues for and absorbs those accrued sick leave, vacation, and other related costs of City employees upon their retirement.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
286 - Retirement Reserve	$5,596,341	$6,672,149	$3,068,207

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$2,177,006**	**$2,348,346**	**$1,930,000**	**$30,000**
Investments from Interest	$153,354	$213,880	$30,000	$30,000
Fees For Service	$2,023,652	$2,134,465	$1,900,000	$0
Expenses	**($1,492,940)**	**($1,137,818)**	**($1,127,170)**	**($3,633,742)**
Personnel	($1,475,346)	($1,120,287)	($1,110,000)	($1,633,742)
Other Payments				($2,000,000)
Contractual	($17,594)	($17,532)	($17,170)	
Total	**$684,066**	**$1,210,527**	**$802,830**	**($3,603,742)**

Notable Information

→ The City will not transfer any revenue into this fund for 2026 since there is a large fund balance. Additionally, the City will transfer $2m from this fund into the Special Highway Fund for FY26.

289 - HISTORIC ASSET FUND

Prior to 2017, this fund provided funding for acquisitions, rehabilitation, and preservation of historical landmarks or historic resources located within the City. The funding source was Transient Guest Tax (TGT). The allocation from TGT expired in 2016, so the only funds spent will be carried over from prior year grants.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
289 - Historic Asset Tourism	$29,711	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Expenses			**($12,930)**	**($29,711)**
Contractual			($12,930)	($29,711)
Total			**($12,930)**	**($29,711)**

Notable Information

→ No material changes in FY25 budget

291 - SPECIAL HIGHWAY FUND

The Special Highway fund receives the motor fuel taxes from the State of Kansas and pays for street improvements and staffing to maintain those assets throughout the City.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
291 - Special Street Repair	$2,331,580	$188,836	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$5,711,469**	**$5,634,311**	**$5,204,250**	**$7,503,130**
Miscellaneous	$28,769	$17,790	$25,000	$2,012,500
Investments from Interest	$184,182	$47,862		$0
Intergovernmental Revenue	$5,498,518	$5,568,660	$5,179,250	$5,490,630
Expenses	**($6,165,267)**	**($6,891,912)**	**($8,274,449)**	**($7,781,698)**
Personnel	($3,257,167)	($3,876,875)	($4,554,304)	($4,740,172)
Other Payments	($500,000)			$0
Debt		$0		
Contractual	($1,449,995)	($1,948,317)	($2,148,045)	($1,389,426)
Commodities	($758,158)	($1,066,720)	($1,572,100)	($1,652,100)
Capital Outlay	($199,947)			$0
Total	**($453,798)**	**($1,257,600)**	**($3,070,199)**	**($278,568)**

Notable Information

→ The Special Highway Tax is projected to be over encumbered in 2026 due to flat revenue vs. rising commodity and personnel cost. There will be a $2m infusion from the Retirement Reserve into the Special Highway Fund.

292 - CITYWIDE HALF-CENT SALES TAX

The Citywide Half-Cent Sales Tax fund provides for street improvements on existing streets, gutter, curbs, sidewalks, alleys, and street lighting . This sales tax was approved by voters. This report reflects actual dollars expended year to date and does not include encumbered funds or prior obligations.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
292 - Sales Tax Street Maint	$39,812,281	$34,759,722	$27,738,979

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$20,811,318**	**$21,610,455**	**$20,511,907**	**$21,447,280**
Sales Tax	$19,506,578	$19,947,441	$20,481,907	$20,957,280
Miscellaneous	$25,615	$27,587	$30,000	$40,000
Investments from Interest	$1,278,930	$1,635,427		$450,000
Fees For Service	$195			$0
Expenses	**($17,440,245)**	**($18,491,826)**	**($28,124,454)**	**($28,468,024)**
Personnel	($291,039)	($201,512)	($624,744)	($798,924)
Contractual	($16,965,940)	($18,015,589)	($27,209,710)	($27,319,100)
Commodities	($183,266)	($274,726)	($270,000)	($330,000)
Capital Outlay			($20,000)	($20,000)
Total	**$3,371,073**	**$3,118,629**	**($7,612,547)**	**($7,020,743)**

Notable Information

→ Projects the 50/50 Sidewalk Program, 2026 Pavement Management Program, 2026 Alley Repair Program, 2026 Curb and Gutter Program, and 2026 Street Lighting Program
→ Fund balances do not account for future project commitments that have not yet been formally allocated.

299 - AFFORDABLE HOUSING TRUST

A special revenue fund established in 2020 to account for revenue and expenses related to affordable housing

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
299 - City Donations And Gifts	$1,073,675	$1,073,675	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$249,800**	**$75,000**		
Miscellaneous	$249,800			
Investments from Interest		$75,000		
Expenses		**($1,125)**	**($999,800)**	**($1,073,675)**
Other Payments			($999,800)	($1,073,675)
Commodities		($1,125)		
Total	**$249,800**	**$73,875**	**($999,800)**	**($1,073,675)**

Notable Information

→ No material changes in FY26 budget

301 - DEBT SERVICE FUND

The Debt Service fund pays for the general obligation and revenue bonds, excluding utilities, that the City has incurred. This fund pays these expenses by levying taxes, special assessments, making transfers, and receiving STAR bond sales tax revenue.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
301 - Debt Service	$18,490,145	$17,928,726	$12,926,820

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$22,275,286**	**$23,509,184**	**$19,316,996**	**$16,393,815**
Special Assessments	$3,317,495	$3,429,971	$3,230,000	$3,029,719
Sales Tax	$217,894	$276,284	$144,000	$144,000
PILOTS	$66,432	$93,208	$75,000	$85,000
Motor Vehicle	$1,739,899	$1,373,935	$1,248,264	$988,470
Miscellaneous	$1,977,346	$1,560,208	$240,000	$0
Investments from Interest	$646,589	$848,246	$125,000	$175,000
Intergovernmental Revenue	$413,881	$646,923	$250,000	$250,000
Ad Valorem Tax	$13,895,751	$15,280,409	$14,004,732	$11,721,626
Expenses	**($20,558,785)**	**($20,232,030)**	**($21,611,803)**	**($21,395,721)**
Debt	($20,343,399)	($20,028,400)	($21,386,803)	($21,129,721)
Contractual	($215,385)	($203,630)	($225,000)	($266,000)
Total	**$1,716,501**	**$3,277,154**	**($2,294,807)**	**($5,001,906)**

Notable Information

→ Debt Service Fund Mill Levy is planned to be 7.717. It was lowered in order to spent down the past built up fund balance.

220, 402, 403, 405 - TAX INCREMENT FINANCING

The Tax Increment Financing fund was established to monitor the amount of property and sales taxes received for tax increment financing (TIF) districts created for redevelopment of blighted areas. Areas include College Hill, Wheatfield Village, Sherwood Crossing, and South Topeka.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
402 - Tif - Sherwood Crossing	$0	$0	$0
403 - Tif - Wheatfield	$0	$0	$0
405 - South Topeka Tif	$0	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$693,518**	**$1,017,879**	**$901,000**	**$1,065,000**
Ad Valorem Tax	$693,518	$1,017,879	$901,000	$1,065,000
Expenses	**($424,117)**	**($967,699)**	**($901,000)**	**($1,065,000)**
Other Payments	($2,200)	($2,527)	($251,000)	($5,000)
Contractual	($421,917)	($965,172)	($650,000)	($1,060,000)
Total	**$269,401**	**$50,180**	**($0)**	**$0**

Notable Information

→ No material changes in FY26 budget

294, 295, 296, 297, 298, 400, 401, 404, 406 - :COMMUNITY IMPROVEMENT DISTRICTS

The Community Improvement District fund provides for the use of public financing for projects within a prescribed district to strengthen economic development, employment opportunities, enhance tourism, or upgrade older real estate.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
294 - Cid - Holliday Square	$0	$0	$0
295 - Cid - 12Th & Wanamaker	$0	$0	$0
296 - Cid - Cyrus Hotel	$0	$0	$0
297 - Cid - Se 29Th	$0	$0	$0
298 - Wheatfield Fund	$0	$0	$0
400 - Economic Development	$0	$0	$0
401 - Sherwood Cid	$0	$0	$0
404 - Cid - Downtown Ramada Inn	$0	$0	$0
406 - Cid - South Topeka	$0	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
⊟ Revenues	**$1,549,377**	**$1,626,964**	**$1,615,321**	**$1,700,000**
Sales Tax	$1,549,377	$1,626,964	$1,615,321	$1,700,000
⊟ Expenses	**($1,696,219)**	**($1,649,173)**	**($1,619,832)**	**($1,700,000)**
Contractual	($1,696,219)	($1,649,173)	($1,619,832)	($1,700,000)
Total	**($146,841)**	**($22,210)**	**($4,511)**	**$0**

Notable Information

→ No material changes in FY26 budget

407 - EASTEGATE RHID

The Kansas Reinvestment Housing Incentive District (RHID) program was to designed to aid cities, counties, and developers in building houses within Kansas communities by assisting in the financing of eligible improvements through the incremental increase in real property taxes created by a housing development. The first approved RHID is Eastgate Subdivision No. 4.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
407 - Eastgate #4 Rhid	$0	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues			**$50,000**	**$50,000**
Ad Valorem Tax			$50,000	$50,000
Expenses			**($50,000)**	**($50,000)**
Other Payments			($50,000)	($50,000)
Total			**$0**	**$0**

Notable Information

→ No material changes in FY26 budget

500 - TOPEKA METRO

The Topeka Metropolitan Transit Authority provides bus service within the Topeka city limits and works with other organizations to meet mass transit needs.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
500 - Metro Trans Authority	$0	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$5,983,690**	**$6,532,718**	**$6,658,710**	**$6,993,044**
PILOTS	$26,027	$36,528	$25,000	$37,000
Motor Vehicle	$528,836	$532,848	$514,923	$538,235
Ad Valorem Tax	$5,428,826	$5,963,342	$6,118,787	$6,417,809
Expenses	**($5,983,690)**	**($6,532,718)**	**($6,658,710)**	**($6,993,044)**
Contractual	($5,983,690)	($6,532,718)	($6,658,710)	($6,993,044)
Total	**$0**	**$0**	**$0**	**$0**

Notable Information

→ Topeka Metro is keeping their mill levy flat @ 4.20.

601- PUBLIC PARKING FUND

The Parking fund supports all on-street and garage parking that the City owns. Revenues are utilized to support ongoing maintenance and debt service payments of the parking garages.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
601 - Public Parking	$1,057,079	$878,561	$467,290

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$3,662,896**	**$2,505,021**	**$2,461,570**	**$2,746,010**
Miscellaneous	$1,200,560	$21,806	$14,000	$14,000
Investments from Interest	$91,702	$54,197		$0
Fines	$194,980	$194,524	$225,000	$225,000
Fees For Service	$2,175,655	$2,234,494	$2,222,570	$2,507,010
Expenses	**($3,360,066)**	**($3,449,216)**	**($3,462,690)**	**($3,157,281)**
Personnel	($690,765)	($658,612)	($657,808)	($819,733)
Other Payments	($659,196)	($612,095)	($659,196)	
Debt	($192,212)	($921,842)	($620,602)	($622,463)
Contractual	($1,695,445)	($1,164,633)	($1,401,551)	($1,585,917)
Commodities	($24,303)	($101,669)	($39,233)	($44,869)
Capital Outlay	($98,144)	$9,635	($84,300)	($84,300)
Total	**$302,830**	**($944,194)**	**($1,001,120)**	**($411,271)**

Notable Information

→ No material changes in FY26 budget

613 - INFORMATION TECHNOLOGY

The information technology needs of the City are funded through this internal service fund.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
613 - Information Technology	($793,456)	($396,545)	($46,481)

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$4,134,913**	**$5,970,956**	**$6,957,278**	**$7,281,070**
Miscellaneous	$568	$225		$0
Franchise Fees	$34,552	$34,352	$34,351	$34,351
Fees For Service	$4,099,793	$5,936,379	$6,922,927	$7,246,719
Expenses	**($5,037,524)**	**($7,666,532)**	**($6,702,768)**	**($6,931,006)**
Personnel	($2,047,283)	($3,653,979)	($3,127,063)	($3,352,285)
Other Payments	($3,421)	($3,135)		$0
Debt	($762,894)	($995,467)		
Contractual	($2,154,383)	($2,984,201)	($3,499,645)	($3,386,919)
Commodities	($22,641)	($28,902)	($76,060)	($6,802)
Capital Outlay	($46,902)	($848)		($185,000)
Total	**($902,611)**	**($1,695,576)**	**$254,510**	**$350,064**

Notable Information

→ No material changes in FY26 budget

614 - FLEET FUND

The Fleet fund pays for maintenance and repair of all City vehicles.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
614 - Fleet Management	$2,223,037	$2,103,359	$2,661,265

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$2,554,209**	**$2,905,620**	**$3,039,000**	**$2,868,541**
Miscellaneous	$216,163	$14,824		$5,000
Fees For Service	$2,338,046	$2,890,796	$3,039,000	$2,863,541
Expenses	**($2,401,915)**	**($2,597,423)**	**($3,664,128)**	**($2,310,635)**
Personnel	($1,728,970)	($1,713,009)	($2,001,726)	($2,049,815)
Other Payments	($228,015)	$2,333		
Debt	($1,948)	($1,863)		
Contractual	($460,643)	($623,862)	($670,058)	($177,977)
Commodities	($57,012)	($80,090)	($92,344)	($82,844)
Capital Outlay	$74,672	($180,932)	($900,000)	
Total	**$152,295**	**$308,198**	**($625,128)**	**$557,906**

Notable Information

→ No material changes in FY26 budget

615 - FACILITIES FUND

The Facilities fund pays for all maintenance of facilities throughout the City of Topeka.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
615 - Facilities Operations	($845,336)	($158,519)	$343,835

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$1,440,838**	**$3,878,840**	**$3,520,000**	**$4,058,042**
Miscellaneous	$11,821	$10,249		$2,500
Fees For Service	$1,429,017	$3,868,591	$3,520,000	$4,055,542
Expenses	**($3,013,444)**	**($3,541,047)**	**($3,509,272)**	**($3,555,688)**
Personnel	($1,059,970)	($720,139)	($1,083,858)	($1,141,710)
Other Payments	$42,300	$50,442	$39,500	($500)
Contractual	($1,897,459)	($2,836,947)	($2,385,414)	($2,362,478)
Commodities	($138,740)	($130,051)	($79,500)	($51,000)
Capital Outlay	$40,425	$95,648		$0
Total	**($1,572,606)**	**$337,792**	**$10,728**	**$502,354**

Notable Information

→ No material changes in FY26 budget

621 - WATER FUND

The Water fund supports all water operations throughout the City and surrounding areas. Fees for Service are the primary revenue for the Water fund, and expenses are utilized for operations, capital improvements, and debt service.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
621 - Water Utility	$17,105,007	$15,721,730	$14,054,172

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$55,141,766**	**$55,416,036**	**$55,145,100**	**$60,613,500**
Miscellaneous	$6,959,914	$1,738,168	$1,242,600	$1,299,700
Investments from Interest	$1,557,111	$2,649,815	$625,500	$677,600
Fees For Service	$46,624,741	$51,028,053	$53,277,000	$58,636,200
Expenses	**($42,482,561)**	**($52,640,306)**	**($56,528,377)**	**($62,286,091)**
Personnel	($8,226,252)	($8,633,373)	($11,604,432)	($11,616,350)
Other Payments	($1,799,157)	($7,395,579)	($8,007,100)	($11,427,100)
Debt	($11,307,789)	($12,415,223)	($13,592,479)	($13,386,169)
Contractual	($11,595,693)	($12,280,539)	($12,816,876)	($14,107,235)
Commodities	($9,553,671)	($11,915,592)	($10,107,490)	($11,349,237)
Capital Outlay			($400,000)	($400,000)
Total	**$12,659,206**	**$2,775,731**	**($1,383,277)**	**($1,672,591)**

Notable Information

→ No material changes in FY26 budget

623 - STORM WATER FUND

The Stormwater fund supports all stormwater operations throughout the City. Fees for service serve as the primary revenue for the stormwater fund, and expenses are utilized for operations and capital improvement projects.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
623 - Stormwater Utility	$5,995,850	$4,575,626	$4,038,213

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$11,876,617**	**$12,870,716**	**$11,307,000**	**$12,096,200**
Miscellaneous	$553,719	$430,282		$55,200
Investments from Interest	$807,955	$934,750	$116,000	$162,800
Fees For Service	$10,514,944	$11,505,685	$11,191,000	$11,878,200
Expenses	**($10,072,443)**	**($13,180,039)**	**($12,727,224)**	**($12,633,611)**
Personnel	($1,719,117)	($1,660,645)	($2,453,056)	($2,346,060)
Other Payments	($3,000,000)	($6,165,000)	($4,786,200)	($3,904,300)
Debt	($1,910,144)	($2,492,533)	($2,567,519)	($2,586,555)
Contractual	($3,132,486)	($2,490,720)	($2,361,487)	($2,916,533)
Commodities	($310,696)	($370,277)	($258,961)	($380,163)
Capital Outlay		($865)	($300,000)	($500,000)
Total	**$1,804,175**	**($309,323)**	**($1,420,224)**	**($537,411)**

Notable Information

→ No material changes in FY26 budget

625 - WASTEWATER FUND

The Wastewater fund supports all wastewater operations throughout the City. Fees for services serve as the primary revenue for the wastewater fund, and expenses are utilized for operations, capital improvement projects, and debt service.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
625 - Wastewater Fund	$20,147,185	$20,744,099	$19,752,344

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$39,469,335**	**$42,824,063**	**$41,708,225**	**$44,400,900**
Special Assessments	$72,884	$76,743	$65,000	
Miscellaneous	$1,900,403	$193,269	$4,300	$4,300
Licenses & Permits	$70,232	$125,076	$70,000	
Investments from Interest	$2,355,543	$4,078,178	$540,000	$493,500
Fees For Service	$35,070,272	$38,350,797	$41,028,925	$43,903,100
Expenses	**($41,706,640)**	**($53,521,430)**	**($41,111,311)**	**($45,392,654)**
Personnel	($5,262,039)	($5,573,408)	($6,959,798)	($7,131,334)
Other Payments	($18,443,849)	($24,081,180)	($7,864,110)	($8,696,000)
Debt	($3,351,089)	($10,558,525)	($11,724,199)	($13,892,026)
Contractual	($12,591,439)	($12,100,588)	($11,673,653)	($12,908,950)
Commodities	($2,137,414)	($2,393,501)	($2,539,551)	($2,464,344)
Capital Outlay	$79,189	$1,185,772	($350,000)	($300,000)
Total	**($2,237,305)**	**($10,697,366)**	**$596,914**	**($991,754)**

Notable Information

→ No material changes in FY26 budget

640 - PROPERTY & VEHICLE INSURANCE

This fund is one of the City's Risk Funds. The Property and Vehicle Insurance fund is responsible for maintaining the City's property and vehicle insurance. In 2024, the City made the decision to become self-insured for vehicle insurance.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
640 - Property & Vehicle Insurance	$799,625	$162,280	$331,032

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$2,793,262**	**$2,780,224**	**$3,000,000**	**$4,070,252**
Miscellaneous	$55,801	$62,364		$0
Investments from Interest	$51,760	($9,586)		$0
Fees For Service	$2,685,700	$2,727,446	$3,000,000	$4,070,252
Expenses	**($2,724,191)**	**($3,222,675)**	**($2,939,841)**	**($3,901,500)**
Contractual	($2,722,617)	($3,220,259)	($2,939,841)	($3,876,500)
Commodities	($1,574)	($2,416)		($25,000)
Total	**$69,071**	**($442,451)**	**$60,159**	**$168,752**

Notable Information

→ No material changes in FY26 budget

641 - WORKERS COMP FUND

This fund is one of the City's Risk Funds. The Workers Compensation Self Insurance fund is responsible for the workers compensation claims that the City receives.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
641 - Workers Comp Self Ins	$13,366,552	$14,968,591	$11,308,791

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$3,679,364**	**$3,830,732**	**$3,146,224**	**$200,000**
Miscellaneous	$103,191	$11,220		$0
Investments from Interest	$687,076	$777,354		$200,000
Fees For Service	$2,889,096	$3,042,158	$3,146,224	$0
Expenses	**($2,637,560)**	**($1,532,629)**	**($2,434,217)**	**($3,859,800)**
Personnel	($380,569)	($220,496)	($289,194)	$200
Other Payments				($1,750,000)
Contractual	($2,254,451)	($1,310,504)	($2,140,023)	($2,105,000)
Commodities	($2,539)	($1,629)	($5,000)	($5,000)
Total	**$1,041,804**	**$2,298,103**	**$712,007**	**($3,659,800)**

Notable Information

→ Due to a built-up fund balance from prior years, no additional revenues will be transferred into this fund. Additionally, there will be a transfers of $1,750,000 from the Workers Comp Fund into the Health Insurance Fund for 2026.

642 - HEALTH INSURANCE FUND

This is one of the City's Risk Funds. The Group Health Insurance fund is responsible for the health insurance provided by the City of Topeka.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
642 - Group Health Insurance	$3,650,875	$44,325	$1,029,418

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$13,387,101**	**$15,574,715**	**$16,146,000**	**$22,179,007**
Miscellaneous	$9,315	$10,942	$5,000	$2,230,000
Investments from Interest	$308,006	$170,001		$0
Fees For Service	$13,069,780	$15,393,771	$16,141,000	$19,949,007
Expenses	**($15,070,873)**	**($17,258,753)**	**($17,657,459)**	**($22,296,882)**
Personnel	($293,695)	($201,508)	($250,788)	$200
Contractual	($14,773,488)	($17,053,962)	($17,402,771)	($22,293,282)
Commodities	($3,689)	($3,283)	($3,900)	($3,800)
Total	**($1,683,772)**	**($1,684,038)**	**($1,511,459)**	**($117,876)**

Notable Information

→ Health Insurance increases expected to be 16% for this budget cycle. There will be a $2.2m infusion via transfers from the Workers Comp Fund and Risk Reserve Fund.

643 - RISK MANAGEMENT FUND

This is one of the City's Risk Funds. The Risk Management Reserve is available to assist the City with risk-associated expenses.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
643 - Risk Management Reserve	$450,419	$450,419	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$24,387**	**$28,026**		**$15,000**
Special Assessments		$2,500		$0
Investments from Interest	$24,387	$25,526		$15,000
Expenses		**($875)**	**($2,000)**	**($467,000)**
Other Payments				($467,000)
Contractual		($875)	($2,000)	$0
Total	**$24,387**	**$27,151**	**($2,000)**	**($452,000)**

Notable Information

→ The remaining fund balance will be transferred into the health insurance fund in FY26.

644 - UNEMPLOYMENT COMP. FUND

This is one of the City's Risk Funds. The Unemployment Compensation fund pays for the City's unemployment expenses.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
644 - Unemployment Comp	$519,484	$603,737	$527,737

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$102,556**	**$111,487**	**$81,565**	**$5,000**
Investments from Interest	$24,727	$30,096		$5,000
Fees For Service	$77,829	$81,391	$81,565	$0
Expenses	**($21,993)**	**($22,071)**	**($81,442)**	**($81,000)**
Contractual	($21,993)	($22,071)	($81,442)	($81,000)
Total	**$80,563**	**$89,417**	**$123**	**($76,000)**

Notable Information

→ Due to a built-up fund balance from prior years, no additional revenues will be transferred into this fund for FY26.

700- HUD Grants

The 700 Fund serves all of The City of Topeka HUD Grants, which includes: CDBG, HOME, HESG, Planning Grant, Shelter Plus Care, and the EECBG grant.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
700 - Hud Grants	$398,076	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$5,960,461**	**$5,673,569**	**$4,350,000**	**$4,350,000**
Miscellaneous	$20,836	$38,583		$0
Intergovernmental Revenue	$5,939,625	$5,634,985	$4,350,000	$4,350,000
Expenses	**($5,877,614)**	**($5,781,079)**	**($3,850,493)**	**($3,854,820)**
Personnel	($1,030,764)	($900,026)	($1,065,279)	($1,063,112)
Contractual	($4,842,712)	($4,877,881)	($2,780,714)	($2,786,708)
Commodities	($4,138)	($3,173)	($4,500)	($5,000)
Total	**$82,847**	**($107,511)**	**$499,507**	**$495,180**

Notable Information

→ No material changes in FY26 budget

710 - Other Grants

The 710 fund includes any Non-Federal Grants, which include: FHLB grant, Impact Avenues grant, and the KDADS grant.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
710 - Other Grants	($724,635)	$0	$0
710 - Other Grants	$0	$0	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$1,218,958**	**$1,353,025**	**$1,087,145**	**$1,087,145**
Miscellaneous	($30,822)	$153,551		$0
Intergovernmental Revenue	$1,249,780	$1,199,474	$1,087,145	$1,087,145
Expenses	**($1,195,522)**	**($2,113,916)**	**($1,071,802)**	**($989,691)**
Personnel	($366,293)	($376,297)	($457,758)	($376,365)
Contractual	($795,468)	($1,232,195)	($613,244)	($612,527)
Commodities	($33,762)	($100,535)	($800)	($800)
Capital Outlay		($404,889)		
Total	**$23,436**	**($760,891)**	**$15,343**	**$97,454**

Notable Information

→ No material changes in FY26 budget

730 - OPIOID SETTLEMENT FUND

A special fund whose revenue can be used on activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse localities for previous expenses in these areas. Revenue in this fund comes from the State of Kansas who reached multiple settlements with pharmaceutical companies and related organizations. The authority to spend these funds comes from Kansas House Bill 2079.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
730 - Opioid Settlement Fund	$823,946	$823,946	$0

Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$369,621**	**$438,941**		
Investments from Interest	$21,958	$51,776		
Intergovernmental Revenue	$347,664	$387,165		
Expenses	**($6,600)**	**($6,600)**	**($362,546)**	**($834,441)**
Contractual	($6,600)	($6,600)	($362,546)	($834,441)
Total	**$363,021**	**$432,341**	**($362,546)**	**($834,441)**

Notable Information

→ No material changes in FY26 budget

740 - ECONOMIC-DEVELOPMENT FUND

The purpose of the fund shall be to promote, stimulate, and improve the economic welfare of the City and assist in the creation, retention, expansion, and development of economic opportunities for its citizens. This figure also includes the Land Bank.

Fund Balance

Fund Search	2024 Ending Balance	Projected 2025 Ending Balance	Projected 2026 Ending Balance
740 - Economic Development Fund	$1,021,537	$1,021,537	$121,537

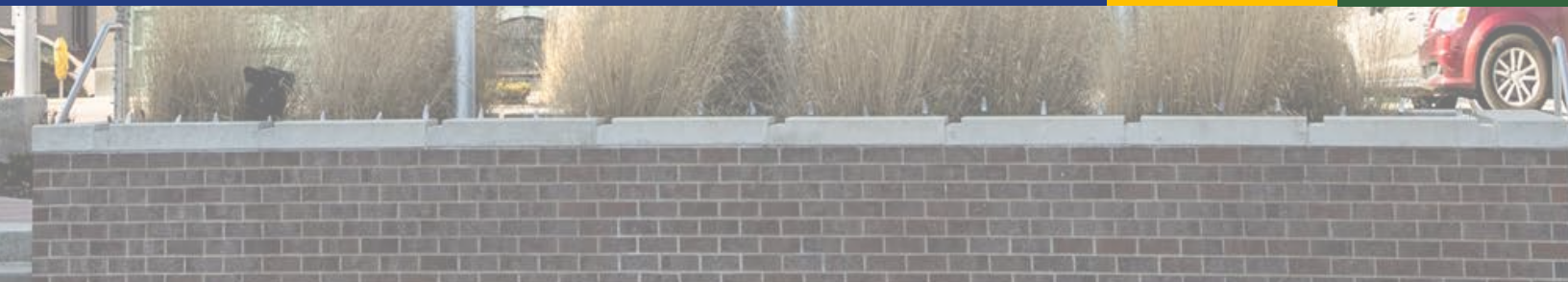
Fund Revenues and Expenses

Main Type	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
Revenues	**$500,000**	**$27,442**		
Miscellaneous	$500,000			
Intergovernmental Revenue		$27,442		
Expenses	**($500,000)**	**($44,260)**	**($538,356)**	**($900,000)**
Other Payments	($500,000)			
Contractual		($2,200)	($538,356)	($900,000)
Capital Outlay		($42,060)		
Total	**$0**	**($16,818)**	**($538,356)**	**($900,000)**

Notable Information

→ No material changes in FY26 budget

APPENDIX



CITY OF TOPEKA PROFILE

History

Topeka lies on a rich, sandy river bottomland where a number of different Native American peoples lived for many years near the fords along the Kansas (Kaw) River. The granddaughters of the influential Kaw leader, White Plume, became wealthy landowners in the area that would become Topeka. Three of the women married a set of French- Canadian brothers called the Pappans. The Pappan brothers established the famous “Pappan Ferry” in 1842 where the Oregon Trail crossed the river. Julie Pappan passed her land down to her grandchildren, one of whom was Charles Curtis, the only Vice-President of the United States of acknowledged Native American descent.

On December 5, 1854, nine men met on the banks of the Kansas River at what is now Kansas Avenue and Crane Street. The men drew up an agreement, which later became the basis for the Topeka Association, the organization mainly responsible for the establishment and early growth of Topeka. Cyrus K. Holliday (one of the nine men) became the City’s chief promoter, especially to make Kansas a free state. Topeka was born!

The Kansas territory was admitted into the Union in 1861 as the 34th state. A contest to decide the location of the state capital centered on two towns; Lawrence and Topeka. The residents of both cities voted in November and Topeka won. Topeka was chosen as the capital with Dr. Charles Robinson as the first Governor. Cyrus K. Holliday donated land for the construction of a state capitol building. The City of Topeka was incorporated February 14, 1857, with Cyrus K. Holliday as Mayor. In 1869, the railway started moving westward from Topeka. General offices and machine shops of the Atchison, Topeka, and Santa Fe Railroad system were established in Topeka in 1878.

During the early part of the 20th Century, the region's economic structure began to settle into the typical pattern of a medium-sized Midwestern area, dependent primarily on its agriculture base with plenty of room to develop. With the onset of World War II and later post war years, the railroad, meat packing, and agricultural base shifted to manufacturing and government/military services. Forbes Air Force Base was established during the war, and the Goodyear Tire & Rubber Company opened a plant in 1944.

Recent significant events include the location of a Target Distribution Center, MARS expansion, Reser’s Expansion, FHL Bank Expansion, a Home Depot distribution Center, and Bimbo Bakeries USA in the Central Crossing Commerce Park. In 2019, Walmart chose Topeka to build its largest distribution center in Kansas. The Evergy Plaza in the heart of downtown Topeka was established in spring of 2020. Various other organizations are expanding to the City of Topeka which assists in uplifting the economy.

CITY OF TOPEKA PROFILE

Stats

The City of Topeka serves as both the state capital of Kansas and the seat of Shawnee County. With an estimated population of 125,475 for 2023, Topeka is the fifth largest city in Kansas behind Wichita, Overland Park, Kansas City, and Olathe. The land within the city covers about 61.4 square miles. Topeka is home to the State Capitol complex, which includes the Capitol Building, the Kansas Judicial Center, and several state office buildings. Additionally, the State of Kansas is the largest employer in the City of Topeka.

Other notable employers include Evergy, Stormont-Vail HealthCare, Topeka Unified School District #501, BlueCross BlueShield of Kansas, and Burlington Northern Santa Fe Railway. There are a diversity of gender, age, and racial backgrounds in Topeka. The median household income in 2022 dollars was $55,870.

Form of Government

Topeka has operated under four forms of government since its founding. From 1857 until 1910, the City was governed by the Mayor-Council plan. The commission form of government was adopted in 1910, and it remained in effect until 1985 when the Strong Mayor-City Council-Chief Administrative Officer plan was adopted. On November 2, 2004, the voters adopted a Council-City Manager form of government.

The Mayor is elected to a four-year term and their duties include being the City's ceremonial head, presiding over council meetings, providing community leadership, promoting economic development, representing the City in intergovernmental relations, recommending council legislation, and encouraging programs to develop the city.

CITY OF TOPEKA PROFILE

Community

Topeka and Shawnee County are served by five public school districts and a number of private schools. Topeka also enjoys the presence of Washburn University, which provides broadly based liberal arts and professional education through more than 200 certificate, associate, baccalaureate, master's, and juris doctor programs. Local theatrical production facilities include the Topeka Performing Arts Center, the Topeka Civic Theater, and Washburn University's White Concert Hall. Within 65 miles of Topeka, seven major lakes and reservoirs provide all forms of water recreation.

There are numerous community centers, offering competitive sports and opportunities for involvement, hundreds of classes in arts and crafts, as well as five public swimming pools, three public golf courses, public tennis courts, baseball diamonds, soccer fields, and various other amenities and natural areas. The City also has approximately 200 religious facilities for all faiths and denominations.

Recently, the development of an arts district in the historic North Topeka Crossing area, known as NOTO Arts District, stimulates cultural and economic life in the area and has promoted development of local arts studios.

Topeka also lies at a crossroads for major highways. As a result, trucking employs more than 5,500 Topeka workers and provides service to Topeka's agricultural, construction, and manufacturing industries.

Topeka's regional medical community is nationally recognized for offering high-quality healthcare for patients. A multitude of community outreach services are provided by two general hospitals and five specialized hospitals that together employ approximately 8,000 people.

DEBT SCHEDULES

General Obligation Debt Service Schedule: Debt Service Fund 301

Year	Principal	Interest	Total	Balance
2026	$14,839,934.85	$2,910,196.50	$17,750,131.35	$99,476,964.99
2027	$13,734,633.47	$2,405,448.37	$16,140,081.84	$85,098,627.98
2028	$12,893,834.15	$2,017,002.15	$14,910,836.30	$71,524,174.94
2029	$12,231,939.04	$1,740,655.07	$13,972,594.11	$58,573,750.25
2030	$12,230,960.98	$1,489,056.93	$13,720,017.91	$45,604,874.05
2031	$9,863,281.44	$1,235,768.10	$11,099,049.54	$35,235,899.44
2032	$7,654,094.08	$1,001,947.82	$8,656,041.90	$27,199,916.84
2033	$6,825,422.82	$802,870.50	$7,628,293.32	$19,827,993.28
2034	$5,296,751.55	$619,680.76	$5,916,432.31	$13,993,413.53
2035	$3,818,847.86	$477,020.74	$4,295,868.60	$9,779,824.82
2036	$3,390,000.00	$361,400.00	$3,751,400.00	$6,149,050.00
2037	$2,740,000.00	$250,650.00	$2,990,650.00	$3,785,000.00
2038	$1,410,000.00	$151,400.00	$1,561,400.00	$2,375,000.00
2039	$1,235,000.00	$95,000.00	$1,330,000.00	$1,140,000.00
2040	$250,000.00	$45,600.00	$295,600.00	$890,000.00
2041	$260,000.00	$35,600.00	$295,600.00	$630,000.00
2042	$270,000.00	$25,200.00	$295,200.00	$360,000.00
2043	$280,000.00	$14,400.00	$294,400.00	$80,000.00
2044	$80,000.00	$3,200.00	$83,200.00	$0.00
2045	$0.00	$0.00	$0.00	$0.00

DEBT SCHEDULES

Utilities Debt Service Schedule: Water Fund 621

Year	Principal	Interest	Total	Balance
2026	$259,436.24	$36,137.52	$295,573.76	$2,004,512.42
2027	$269,226.29	$28,354.44	$297,580.73	$1,735,286.13
2028	$276,568.83	$22,969.88	$299,538.71	$1,458,717.30
2029	$280,240.09	$20,204.20	$300,444.29	$1,178,477.21
2030	$282,687.60	$17,401.82	$300,089.42	$895,789.61
2031	$190,905.92	$14,574.94	$205,480.86	$704,883.69
2032	$190,905.92	$12,427.24	$203,333.16	$513,977.77
2033	$194,577.18	$10,279.54	$204,856.72	$319,400.59
2034	$198,248.45	$6,388.02	$204,636.47	$121,152.14
2035	$121,152.14	$2,423.04	$123,575.18	($0.00)

Parking Debt Service Schedule: Parking Fund 601

Year	Principal	Interest	Total	Balance
2026	$505,628.91	$116,832.34	$622,461.25	$3,925,722.19
2027	$446,140.24	$102,651.05	$548,791.29	$3,479,581.95
2028	$429,597.02	$91,689.33	$521,286.35	$3,049,984.93
2029	$437,820.87	$82,984.59	$520,805.46	$2,612,164.06
2030	$451,351.42	$73,685.11	$525,036.53	$2,160,812.64
2031	$435,812.64	$62,807.06	$498,619.70	$1,725,000.00
2032	$320,000.00	$51,750.00	$371,750.00	$1,405,000.00
2033	$340,000.00	$42,150.00	$382,150.00	$1,065,000.00
2034	$345,000.00	$31,950.00	$376,950.00	$720,000.00
2035	$355,000.00	$21,600.00	$376,600.00	$365,000.00
2036	$365,000.00	$10,950.00	$376,600.00	($0.00)

DEBT SCHEDULES

Combined Utilities Debt: Revenue Bond Amortization Schedule Continued

Year	Principal	Interest	Total D/S	Balance
2026	17,087,827.20	12,598,692.40	29,686,519.60	369,704,074.80
2027	17,202,123.10	11,982,446.50	29,184,569.60	352,501,951.70
2028	17,281,877.07	11,388,780.03	28,670,657.10	335,220,074.63
2029	15,042,099.99	10,798,394.61	25,840,494.60	320,177,974.64
2030	15,117,802.98	10,298,229.14	25,416,032.12	305,060,171.66
2031	15,443,997.45	9,882,934.65	25,326,932.10	289,616,174.21
2032	14,845,695.04	9,361,999.56	24,207,694.60	274,770,479.17
2033	15,312,907.73	8,874,105.61	24,187,013.34	259,457,571.44
2034	13,840,647.75	8,437,064.33	22,277,712.08	245,616,923.69
2035	13,928,927.58	8,006,173.24	21,935,100.82	231,687,996.11
2036	13,532,760.05	7,573,273.27	21,106,033.32	218,155,236.06
2037	13,757,158.29	7,153,707.53	20,910,865.82	204,398,077.77
2038	13,912,135.72	6,747,421.34	20,659,557.06	190,485,942.05
2039	14,232,706.11	6,331,563.47	20,564,269.58	176,253,235.94
2040	14,673,883.52	5,904,018.52	20,577,902.04	161,579,352.42
2041	14,330,682.35	5,457,373.45	19,788,055.80	147,248,670.07
2042	14,738,117.37	4,999,750.93	19,737,868.30	132,510,552.70
2043	15,211,203.68	4,523,168.38	19,734,372.06	117,299,349.02
2044	15,709,956.74	4,029,941.58	19,739,898.32	101,589,392.28
2045	15,529,392.28	3,518,196.02	19,047,588.30	86,060,000.00
2046	14,730,000.00	3,024,561.26	17,754,561.26	71,330,000.00
2047	13,995,000.00	2,536,362.52	16,531,362.52	57,335,000.00
2048	13,520,000.00	2,067,500.00	15,587,500.00	43,815,000.00
2049	11,385,000.00	1,608,512.50	12,993,512.50	32,430,000.00
2050	10,590,000.00	1,236,550.00	11,826,550.00	21,840,000.00
2051	7,905,000.00	886,425.00	8,791,425.00	13,935,000.00
2052	6,155,000.00	582,400.00	6,737,400.00	7,780,000.00
2053	6,415,000.00	323,962.50	6,738,962.50	1,365,000.00
2054	1,365,000.00	54,600.00	1,419,600.00	0.00
Total	**386,791,902.00**	**170,188,108.34**	**556,980,010.34**	**4,769,223,200.36**

FINANCIAL POLICIES

The City of Topeka relies on formal policies, state law, and established financial principles to guide its budgeting and financial practices. It also has policies established in accordance with GAAP and other best practices. These policies set forth the basic framework for the overall fiscal management of the City. The financial policies provide guidelines for evaluating both current activities and proposals for future programs. Most policies and procedures represent long-standing principles, traditions, and practices that guide the City and help to maintain its financial stability. The City continues to review and establish financial policies. The Governing Body adopted policies for capital improvements and debt management in 2004. It also adopted a resolution requiring a structurally balanced General Fund budget beginning in 2006. These and other financial policies are to be reviewed annually and are available online at http://www.topeka.org.

Basis of Budgeting

Since 2015, the City's annual operating budget has been prepared using the cash basis of budgeting for the budget and modified accrual accounting. Under the **modified accrual** basis of accounting, revenues are recognized only when they become measurable and available to finance expenditures of the fiscal period. Expenditures are recognized when the liability is incurred. The city accounts for governmental funds which includes the General and Debt Service Funds, based on the modified accrual basis of accounting.

Budgeting, Accounting, and Audit Practices

Kansas law prescribes the policies and procedures by which the cities prepare the Governing Body of the City to adopt a budget, which is filed with the County Clerk and the State Director of Accounts and Reports. The budget itemizes anticipated revenues and proposed expenditures, detailed by program and object of expenditures, for the next fiscal year. Funds must be balanced so that total resources equal obligations in accordance with Kansas law (K.S.A. 79-2927), which requires that, "the budget of expenditures for each fund shall balance with the budget of revenues for such fund….".

The level of budgetary control or expenditure limit is at the fund level, except for the General Fund which also has established expenditure limits for each Department financed. However, statutes allow for the transfer of budgeted amounts between line items within a fund. Departments are responsible for managing their budgets to the fund or department total level. The City maintains a financial and budgetary control system. Expenditures and revenues are tracked to ensure adherence to the budget and awareness of the financial environment. Monthly reports are prepared that compare actual revenues and expenditures to budgeted amounts and provide a picture of the City's cash position.

FINANCIAL POLICIES

Timing and Amendment Process: Revenue Neutral Rate

During the 2021 State of Kansas legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104. This legislation establishes new notice and public hearing requirements if a municipality's required property tax revenue in its proposed budget will exceed the amount collected in property tax in the prior budget year.

The Revenue Neutral Rate (RNR) is the tax rate in mills that would generate the same property tax revenue in dollars as what the municipality collected the previous year using the current tax year's total assessed valuation.

The Revenue Neutral Rate is calculated by using last year's total property tax raised in dollars divided by the current year's assessed valuation as of June 15. The following process is required to exceed the Revenue Neutral Rate.

The City will receive the assessed value and Revenue Neutral Rate, calculated by the County Clerk, by June 15th of each year. Once received, the City uses this number to determine the budget needs for the upcoming budget year. When doing so, the amount of property tax needed to fund the budget is calculated. From this, it is determined whether the amount needed will require a tax levy that exceeds the predetermined Revenue Neutral Rate. The following process is required follow the RNR requirement.

If the Revenue Neutral Rate IS Exceeded:

By July 20th, the County Clerk must be notified of the City's intent to exceed the Revenue Neutral Rate. The City must hold a public hearing about its intent to exceed. To inform the public, the City must publish a notice on the City's website and in the newspaper for general circulation in the county. This notice must be published 10 days before the public hearing is scheduled. In addition, this notice must provide details on both the Revenue Neutral Rate hearing and overall Budget Approval hearing. These hearings must be completed by September 20th.

The Governing Body votes whether to approve exceeding the Revenue Neutral Rate at the hearing. Once approved, the Governing Body adopts a resolution to exceed the Revenue Neutral Rate. On or before October 1st, the City must certify to the County Clerk the amount of property taxes that will be levied.

If the Revenue Neutral Rate is NOT Exceeded:

If the Revenue Neutral Rate is not exceeded, the City must publish the proposed budget and hearing notice (which includes the Revenue Neutral Rate) on or before August 5th. A public hearing on the budget must be held on or before August 15th. Once approved, the City must certify the budget and tax levied to the County Clerk on or before August 15th.

FINANCIAL POLICIES

The Kansas State Legislature enacted a cash basis law in 1933 which states in part that it is unlawful, except where bonds, temporary notes, or no-fund warrants are authorized, “for the governing body of any municipality to create any indebtedness in excess of the amount of funds actually on hand in the treasury of such municipality, or to authorize the issuance of any order, warrant or check, or other evidence of such indebtedness of such municipality in excess of the amount of funds actually on hand in the treasury of such municipality at the time for such purpose.”

The purpose of the cash basis law is to prevent municipalities from spending more than they receive annually in operating revenues and to prevent the issuance of short-term debt to cover operating expenditures. Kansas statutes and regulations of the Kansas Board of Accountancy provide for municipal accounting in conformance with generally accepted accounting principles (GAAP). Separate funds are maintained by the City for specific purposes and projects, in compliance with GAAP, State laws and regulations, bond covenants, tax levies, grant agreements, and City ordinances and resolutions. The City prepares an Annual Comprehensive Financial Report (ACFR), disclosing the financial position, results of operations, and changes in fund equities or retained earnings for all funds and account groups in accordance with GAAP. An independent firm of certified public accountants performs annual audits of this information. The audited ACFR is filed in the Office of the City Clerk and with the Nationally Recognized Municipal Securities Information Repositories (NRMSIRs), among other agencies.

Investment Policy

The City of Topeka recognizes that effective cash management is an integral component of good financial management. It shall be the policy of the City that funds deemed idle, based on projected cash flow, be invested in a manner that seeks to maximize their productivity until such time as they are needed for the operations of the City. The City’s investment portfolio shall be designed and managed in accordance with this policy to ensure public trust and be consistent with state and local laws. Investments shall be at the highest rates obtainable at the time of the investment, within the limitations of the law and the city’s prudent investment policy in accordance with the following criteria.

Liquidity and Return on Investment

The City of Topeka shall remain sufficiently liquid so as to meet all operating needs and expenses. The City will consider liquidity as a priority, while still recognizing the need to maximize yield.

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City’s investment risk constraints, state statutes, and cash flow needs of the City. Investments shall be made at the highest rates obtainable at the time of investment, within the limitation of the law and the City’s prudent investment policy.

FINANCIAL POLICIES

Diversification

Market risk shall be minimized by diversification of investment types. The City shall diversify (where prudent judgment dictates) its investments so that reliance on any one issuer (financial institution) or investment type will not place an undue burden on the City. The investment policy also outlines safeguards, investment procedures, legal authority, and other procedures related to the prudent investment of funds.

Capital Improvement Policy and Procedure

The Capital Improvement Policy provides a guideline and methodology for the development of the City's ten-year Capital Improvement Plan (CIP). The first three years of the Capital Improvement Plan is called the Capital Improvement Budget (CIB). Thoughtful planning is essential for all departments submitting CIP requests. The Capital Improvement Policy includes definitions of a capital improvement project and other terms. It provides the following review principles to be followed in the adoption of the CIP:

1. The property tax levy for capital improvements should be maintained at a relatively consistent level from year to year. If movement either upward or downward becomes necessary, it should be done gradually.

2. When considering a consistent capital improvement property tax levy, the City should include the property tax requirements for debt service as well as for projects financed by direct appropriation or other means.

3. The City should maximize utilization of all Federal and State revenue sources for capital improvements.

4. The CIP is viewed as a long-term program that will continue to address capital requirements far into the future. The use of long-term debt should be minimized, allowing the City to put money into actual projects that benefit Topeka residents and businesses rather than into interest payments to financial institutions and bond holders. The City should issue debt only for major capital projects and not try to finance the entire capital program with debt. Bonds should not be used to fund operating projects or costs. Bonds should not be used to fund any project whose expected life does not exceed the maturity on the bonds. To the extent practicable, bonded indebtedness should be considered only for major capital projects where the City share is a minimum of $100,000.

5. Approved capital improvement projects should have a funding plan or maintenance and operating costs identified in the project description and project budget. When feasible, priority should be given to those that will result in a reduction in operating costs.

FINANCIAL POLICIES

Capital Improvement Policy and Procedure Continued

6. The City should not acquire and hold land that is not needed for existing or near future City purposes. Land for projects that are not part of the approved ten-year Capital Improvement Plan should not be acquired, except as part of a long-range annexation plan or other adopted plan.

7. Unless otherwise mandated by City ordinances, revenues derived from the sale and lease of surplus City real properties should be dedicated to the Capital Improvement Program and programmed after receipt by the City.

8. Enterprise funds should generate sufficient revenue to finance operations and related capital projects including debt service.

9. The City should fully investigate alternative financing sources for its capital projects, but should use such sources only if it can be clearly shown that they are in the best interests of the City.

10. The City should maximize utilization of current facilities and should give higher priority to maintaining present facilities and infrastructure over new construction where feasible.

11. In order to increase the long-term use of a City facility, as much flexibility as is consistent with operating efficiency should be built into all new or renovated facilities projects that the City undertakes.

12. Inflation factors for all projects in the capital improvement program should be considered each year and appropriate adjustments made to all project estimates.

13. All projects shall be reviewed by the CIP Review Committee for a recommendation to the City Manager and City Council.

In accordance with the definition of a capital improvement, City Departments submit capital improvement requests for each ten year period of the Capital Improvement Budget and Plan. Projects are to be submitted by priority and year. The CIP Review Team, which is a cross-departmental group, will then review all projects and rank them based on established Capital Project Criteria. These rankings will be provided to the City Manager for use in determining the City Manager's recommended CIP. The Public Works City Engineer and the Budget Manager will prepare a status report of prior approved projects. This status review allows the City Manager and Governing Body the opportunity to stay informed of these projects. Individual requests and a compilation are forwarded to the City Planning Commission for their review and input to the City Manager and Governing Body. The City Manager reviews the capital improvement project requests, considers the recommendations of the Planning Commission, if available, and develops the City Manager's Proposed CIP. The Proposed CIP is presented to the Governing Body, which reviews the document and makes changes as it deems necessary. The Governing Body has the final responsibility to adopt the CIB and CIP.

FINANCIAL POLICIES

Debt Management Policy

The debt management policy establishes debt issuance management guidelines. The policy is applicable to all debt financing for the City of Topeka. The City of Topeka projects debt requirements on a five-year basis to facilitate better short-term decisions in light of other priorities that may arise, and to examine the long-range implications and effects of existing and contemplated debt. The City does not fund current operations or routine maintenance costs from the proceeds of long-term debt. The City confines long-term borrowing and capital leases to capital acquisitions, improvements, projects, or equipment that cannot be financed from current financial resources, under the following circumstances:

- The project is included in the City's Capital Improvement Budget;
- The project is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the City;
- The project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing;
- Existing or projected revenues are sufficient to service the planned debt;
- The cost of the asset or assets financed would place an undue burden on today's current tax- or rate-payers if financed on a "pay-as-you-go" basis; or
- The use of debt is necessary to promote the stability over time of the City's property tax demands or user fee levels.

In an effort to conserve statutorily limited debt capacity, the City borrows only when necessary and uses "pay-as- you-go" financing to the extent possible. The City intends to maintain its overall debt burden within the following generally accepted benchmarks as established for municipalities by municipal debt rating agencies:

- Net debt per capita should remain under nine hundred fifty dollars ($950).
- Net debt as a percentage of estimated assessed value of taxable property within the City's corporate limits should not exceed thirteen percent (13%).
- The ratio of debt service expenditures as a percent of governmental fund expenditures should not exceed fourteen percent (14%).
- The debt per capita as a percentage of personal income per capita should not exceed five percent (5%).
- The City strives to achieve, and maintain a General Fund "Fund Balance" equal to no less than ten percent (10%) of General Fund "Revenue" for the next year.

The City strives to achieve, maintain, and, whenever possible, improve its bond credit ratings, currently assigned by Standard & Poor's Ratings Services for GO and Temp Notes, and Moody's Rating Services for Revenue Bonds. Ratings as of Fall 2022 are: General Obligation Bonds "AA"; General Obligation Temporary Notes rated "SP –1+", and Revenue Bonds rated "Aa3". The City understands that such ratings will facilitate the achievement of favorable interest rates in, and the preservation of its access to, the credit markets.

FINANCIAL POLICIES

Debt Management Policy Continued

In general, the City adheres to the following debt guidelines:

- When measuring its commitment to its infrastructure and related service delivery potential, the City addresses both its capital needs and its operating and maintenance requirements.
- In the case of capital needs, when measuring inter-period equity, the City considers the allocation of any debt burden among generations that will benefit from the financed capital assets, as well as the need to distribute the financing burden over appropriate fiscal periods.
- The City uses a level debt service strategy as a means to equalize the burden of its debt service assessment over time. This approach provides a slightly declining percentage of budget over time, presuming a gradually increasing budget.
- The City maintains a minimum ratio of Combined Utility Fund revenues to annual total revenue bond debt service requirements of 125%, and maintain operating reserves of 90 days.
- The City strives to keep the average maturity of its general obligation bonds at or below fifteen (15) years.
- When the City finances capital projects by issuing bonds, it will amortize the debt over a term not to exceed the average useful life of the projects being financed.

The City shall review at least annually its outstanding debt for economic refunding opportunities. The City shall evaluate refunding opportunities on a net present value savings basis, considering for execution those refunding opportunities that stand to produce present value savings as a ratio of refunded principal of no less than 3%, 5% and 7% for current, advance and synthetic refunding, respectively. Refunding or restructuring opportunities that do not meet these minimum savings thresholds, but are otherwise determined to produce substantive economic, strategic, budgetary or other material benefits to the City may be considered. Unless an alternative structure is deemed to serve a particularly prudent, economical or strategic purpose, refunding savings shall be structured substantially evenly over the life of the refunded bonds, or in a manner to reduce the terms of the bond repayment cycle.

The City shall evaluate each project to determine the most affordable and/or advantageous method of financing with consideration for the following principles. In general, “pay-as-you-go” capital projects shall be characterized by a cost of no more than $125,000, an asset life of no more than five years, or an improvement that is expected to extend the useful life of an existing capital asset by no more than five years. Debt financing capital projects shall generally be restricted to major, non-recurring capital expenditures for assets or asset improvements costing in excess of $125,000 and having an expected useful life in excess of five years.

The City confines long-term debt financing to capital items with useful lives of ten or more years, which cannot be financed from current revenues or fund equity. When appropriate, the City uses special assessment taxes or other user-based revenue sources to pay the costs of related debt financing, so that those benefiting from the improvements will absorb all or most of the cost of the capital item being financed.

FINANCIAL POLICIES

Debt Management Policy Continued

The City uses State Revolving Fund (SRF) Loan programs in lieu of revenue bond financing for utility projects whenever such funds are available at more favorable rates. The City continues to monitor bond rating agency concerns with overall utility debt levels when participating in the SRF program.

The City will continue to comply with SEC Rules by disclosing and updating its financial information to nationally recognized municipal securities information repositories, bondholders, and appropriate municipal debt rating agencies.

The City will continue to follow a policy of full disclosure in its Annual Comprehensive Financial Report and in its bond offering documents. The Debt Management Policy also lays out guidelines for debt administration and financing procedures and methods. This includes investment and arbitrage, use of an independent financial advisor, temporary note financing, conduit financing, and communication with credit rating agencies.

GLOSSARY

BOND: A written promise to pay a sum of money (the face value or principal amount) plus interest at a specified date in the future (the maturity date).

BUDGET: A plan of financial operation for a given time period based on proposed expenditures and revenues.

CAPITAL ASSET: A tangible asset owned by a government which has an initial cost greater than $5,000 and a useful life of three years or more. Examples of capital assets include land, buildings, furniture, fixtures, and equipment.

CAPITAL IMPROVEMENT PLAN (CIP): A capital improvement plan is a long-term multiyear plan for capital improvement projects (things such as street repair, facility maintenance, and water treatment plant upgrades). The **CAPITAL IMPROVEMENT BUDGET (CIB)** is the first three years of this plan.

CAPITAL OUTLAY: A category of expense related to spending money on/related to capital assets that are not included in the capital project fund.

COMMODITIES: Commodity expenditures include costs for materials. Examples are items such as asphalt, rock, sand, salt, insecticide, fuel, chemicals, and office supplies.

CONTRACTUALS: Contractual costs are expenditures related to the operations of the City. They include items such as property insurance premiums, utility costs, printing services, rent, and maintenance services.

DEBT FINANCING: The borrowing of money by government in order to obtain funding to pay for large scale projects and assets over the long term.

DEBT SERVICE FUND: Money in the Debt Service fund is used to pay off the City's debt principal and interest.

DEFICIT: A budget deficit occurs when the expenses are greater than the collected or expected revenues.

ENTERPRISE FUND: A fund established to record the financial transactions of an enterprise operation. An enterprise operation operates like a private sector business (such as the City's water utility) and receives revenues from fees charged for services.

EXPENDITURES: Decreases in financial resources for Governmental and Fiduciary Funds (money going out). Expenditures include current operating expenses funded through resources such as current assets, intergovernmental payments, or debt service.

EXPENSES: Outflows of assets and/or incurrence of liabilities in Proprietary Funds from activities within an organization's typical or central operations (money going out)

GLOSSARY

FISCAL YEAR: A period of time for the operating budget. The City of Topeka uses the calendar year as its fiscal year.

FULL-TIME EQUIVALENT (FTE): FTEs are a common unit used when budgeting for personnel costs. This is an employee position expressed as a decimal equivalent of a full-time position (40 hours a week, or 2,080 hours worked per year). For example, a City employee working 20 hours a week would be considered 0.5 FTE, while an employee with a typical full-time schedule is 1 FTE.

FUND: A fiscal and accounting entity where financial resources, liabilities, expenses, and other changes are recorded. Funds are typically related to a specific activity and often have special regulations or restrictions.

FUND BALANCE: The total dollars remaining after current expenditures for operations and debt service for capital improvements are subtracted from the sum of the beginning fund balance and current resources.

GENERAL FUND: As the City's largest fund, the General Fund (GF) includes all financial resources that are not in another fund. Services like public safety, public works, and administration are included in the GF.

GENERAL OBLIGATION BONDS: A G.O. Bond is debt issued by a government that is backed by the full faith, credit, and taxing power of the City.

GRANT: A contribution of funding by one governmental unit or organization to another. Often, these contributions are made to local governments from the Federal and State government for specified purposes and projects.

INFRASTRUCTURE: A permanent installation, facility, or system that provides service to the public. Examples include buildings, roads, and water treatment plants.

INTERGOVERNMENTAL REVENUES: Revenues that are collected by one government but shared with another government.

LEVY: (1) (Verb) to impose taxes, special assessments or service charges for the support of government activities. (2) (Noun) The amount of taxes, special assessments, or service charges applied by a government.

MILL: One mill is $1 per $1000 of assessed value. Property tax rates are expressed in mills.

OPERATING BUDGET: The annual operating budget is the primary means by which most of the revenue collection, spending, and service delivery activities of a government are controlled.

GLOSSARY

PERSONNEL COST: Salaries, wages, benefits, and other labor costs. Personnel costs comprise a large portion of the City's budget.

REVENUE: An increase in the net assets of a fund (money coming in). The City primarily collects revenues from taxes and fees.

REVENUE BOND: A bond that is payable from a specific source of revenue. For example, water treatment plant upgrades are often funded through revenue bonds based on revenue from customer charges. Unlike a General Obligation bond, the full faith and credit of the City's taxing power is not pledged.

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Development Services	After hours Inspection	Outside working hours - Time and a half	$50.00	$150.00	Does not cover our running cost
	After hours Inspection-Holiday	Holiday - Double time	$100.00	$300.00	Does not cover our running cost
	Annual access lift certificate	Per Unit	$20.00	No Change	
	Annual dumbwaiter certificate	Per Unit	$20.00	No Change	
	Annual escalator certificate	Per Unit	$35.00	No Change	
	Annual freight elevator certificate	Per Unit	$50.00	No Change	
	Annual passenger elevator certificate	Per Unit	$50.00	No Change	
	Change of Address	Failure to notify Development Services Director	$10.00	$30.00	Matches returned check fee
	Change of Designated Master		$50.00	No Change	
	CMB Inspection	Cereal Malt Beverage	$50.00	$55.00	
	Commercial Trade Permit	For work not done under a duly issued building permit for projects up to $200,000.	$100.00	No Change	
		For work not done under a duly issued building permit for projects from $200,000-$500,000.	$500.00	No Change	
		For work not done under a duly issued building permit for projects exceeding $500,000.	$1,000.00	No Change	
	Compliance Letter Fee		$100.00	No Change	
	Condensing Unit replacement Permit	Self-Inspected by Licensed Mechanical Contractor	$20.00	$50.00	Matches other Permit fees
	Dance Hall Inspection		$50.00	No Change	
	Duplicate License		$10.00	No Change	
	Electrical Service Clearance (Evergy)	No Permit	$50.00	$55.00	Inflation
	Exam application		$50.00	$120.00	Out dated. Average exam costs are $115
	Exam Re-Test		$20.00	$120.00	
	Expedited CMB Inspection	Less than 24 hours notice	$100.00	No Change	
	Homeowner Trade Permit		$50.00	$55.00	Inflation 10%
	Inactive Master or Journeyman		$30.00	$33.00	Inflation 10%
	Investigation Inspection	Fee in addition to required permit fee if it is determined work was done without a valid permit.	$50.00	$55.00	Inflation 10%
	Journeyman Registration	Registration fee for individuals holding trade licenses issued by another jurisdiction which has license requirements which comply with the provisions of TMC 5.63.081	$50.00	$55.00	Inflation 10%
	Late Fees - Apprentice License 25%		25% of License Renewal Fee		
	Late Fees - Apprentice License 50%		50% of License Renewal Fee		
	Late Fees - Contractor License 25%		25% of License Renewal Fee		

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Development Services	Late Fees - Contractor License 50%		50% of License Renewal Fee		
	Late Fees - General Contractor G1 License 25%		25% of License Renewal Fee		
	Late Fees - General Contractor G1 License 50%		50% of License Renewal Fee		
	Late Fees - General Contractor G2 License 25%		25% of License Renewal Fee		
	Late Fees - General Contractor G2 License 50%		50% of License Renewal Fee		
	Late Fees - Journeyman License 25%		25% of License Renewal Fee		
	Late Fees - Journeyman License 50%		50% of License Renewal Fee		
	Late Fees - Master License 25%		25% of License Renewal Fee		
	Late Fees - Master License 50%		50% of License Renewal Fee		
	Late Fees - Renewal License 25%		25% of License Renewal Fee		
	Late Fees - Renewal License 50%		50% of License Renewal Fee		
	Master Registration	Registration fee for individuals holding trade licenses issued by another jurisdiction which has license requirements which comply with the provisions of TMC 5.63.080	$100.00	$110.00	Inflation 10%
	Mobile Home Park License		$40.00 per park plus $2.00 per unit. Maximum fee limited to $240.00	No Change	
	New Apprentice Registration		$65.00	$75.00	Inflation 10%
	New Backflow Tester License		$100.00	$110.00	Inflation 10%
	New Class B License for Technical activities		$250.00	$275.00	Inflation 10%
	New Commercial contractor type I	3 Stories or less	$500.00	$550.00	Inflation 10%
	New Commercial contractor type II	Unlimited	$900.00	$990.00	Inflation 10%
	New Concrete Contractor		$300.00	$330.00	Inflation 10%
	New Demolition Contractor		$300.00	$330.00	Inflation 10%
	New Elevator Contractor		$300.00	$330.00	Inflation 10%
	New Excavation Contractor		$300.00	$330.00	Inflation 10%
	New Fire Alarm contractor		$300.00	$330.00	Inflation 10%
	New Fire Sprinkler Contractor		$300.00	$330.00	Inflation 10%
	New Framing Contractor		$300.00	$330.00	Inflation 10%
	New Journeyman License		$100.00	$110.00	Inflation 10%
	New Lawn Irrigation Contractor		$500.00	$550.00	Inflation 10%
	New Master License		$200.00	$220.00	

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Development Services	New Residential Contractor	One and Two Family	$400.00	$440.00	
	New Roofing Contractor		$300.00	$330.00	Inflation 10%
	New Solid Fuel Contractor		$500.00	$550.00	Inflation 10%
	New Swimming Pool Contractor		$500.00	$330.00	Inflation 10%
	New Trade Contractor	MEP	$500.00	$550.00	Inflation 10%
	New Water Softener Contractor		$500.00	$550.00	Inflation 10%
	On-Site Consultation		Free	No Change	
	On-site Consultation (Bid assist)		$50.00	$55.00	Inflation 10%
	Reinspection Fee	Per Hour	$50.00	$55.00	Inflation 10%
	Re-Inspection Fee		$50.00	$55.00	Inflation 10%
	Reinstatement Fee		$30.00	$35.00	Inflation 10%
	Renewal Commercial contractor type I	3 Stories or less	$400.00	$440.00	Inflation 10%
	Renewal Commercial contractor type II	Unlimited	$800.00	$880.00	Inflation 10%
	Renewal Apprentice Registration		$40.00	$44.00	Inflation 10%
	Renewal Backflow Tester License		$60.00	$66.00	Inflation 10%
	Renewal Class B License		$400.00	No Change	
	Renewal Concrete Contractor		$200.00	$220.00	Inflation 10%
	Renewal Demolition Contractor		$200.00	$220.00	Inflation 10%
	Renewal Elevator Contractor		$200.00	$220.00	Inflation 10%
	Renewal Excavation Contractor		$200.00	$220.00	Inflation 10%
	Renewal Fire Alarm Contractor		$200.00	$220.00	Inflation 10%
	Renewal Fire Sprinkler Contractor		$200.00	$220.00	Inflation 10%
	Renewal Framing Contractor		$200.00	$220.00	Inflation 10%
	Renewal Journeyman License		$60.00	$66.00	Inflation 10%
	Renewal Lawn Irrigation Contractor		$300.00	$330.00	Inflation 10%
	Renewal Master License		$150.00	$165.00	Inflation 10%
	Renewal Residential Contactor	One and Two Family	$150.00	$165.00	Inflation 10%
	Renewal Roofing Contractor		$200.00	$220.00	Inflation 10%
	Renewal Solid Fuel Contractor		$300.00	$330.00	Inflation 10%
	Renewal Swimming Pool Contractor		$200.00	$220.00	Inflation 10%
	Renewal Trade Contractor	Plumbing ,Mechanical or Electrical	$400.00	$440.00	Inflation 10%
	Renewal Water Softener Contractor		$300.00	$330.00	Inflation 10%
	Residential Trade Permit	For work not done under a duly issued building permit.	$50.00	$55.00	Inflation 10%
	ROW Excavation		$10.00	$55.00	Matches other Permit fees
	Returned Check Fee		$30.00	No Change	
	Same Day Inspection	Requested after 4:00 PM on the previous work day	$50.00	$55.00	Inflation 10%
	Specified Time Inspection	Inspection requested at a specified time.	$50.00	$150.00	Causes disruption to schedules
	Technology Improvement Fee	Fee for each permit and License to improve technology	$3.00	$5.00	Inflation 10%
	Water Heater Replacement Permit	Self-Inspected by Licensed Plumbing Contractor	$20.00	$55.00	Matches other Permit fees

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
GIS	Maps				
	8 1/2 x 11		No Fee	No Fee	
	11 x 17 (Aerials OR Contours)		$2.00	$2.60	Resources are increasing (ink and paper)
	Aerials AND Contours		$4.00	$5.20	Resources are increasing (ink and paper)
	Generic Map		N/A	$2.60	Resources are increasing (ink and paper)
	18 x 24 (Aerials OR Contours)		$4.00	$5.20	Resources are increasing (ink and paper)
	Aerials AND Contours		$8.00	$10.40	Resources are increasing (ink and paper)
	Generic Map		N/A	$5.20	Resources are increasing (ink and paper)
	24 x 24 (Aerials OR Contour)		$6.00	$7.80	Resources are increasing (ink and paper)
	Aerials AND Contours		$12.00	$15.60	Resources are increasing (ink and paper)
	Generic Map		N/A	$7.80	Resources are increasing (ink and paper)
	24 x 36 (Aerials OR Contours)		$6.00	$7.80	Resources are increasing (ink and paper)
	Aerials AND Contours		$12.00	$15.60	Resources are increasing (ink and paper)
	Generic Map		N/A	$7.80	Resources are increasing (ink and paper)
	36 x 36 (Aerials OR Contours)		$9.00	$11.70	Resources are increasing (ink and paper)
	Aerials AND Contours		$12.00	$20.80	Resources are increasing (ink and paper)
	Generic Map		N/A	$11.70	Resources are increasing (ink and paper)
	36 x 48 (Aerials OR Contours)		$12.00	$15.60	Resources are increasing (ink and paper)
	Aerials AND Contours		$20.00	$26.00	Resources are increasing (ink and paper)
	Generic Map		N/A	$15.60	Resources are increasing (ink and paper)

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Municipal Court	Dogs Running At Large		$30.00	$60.00	Encourage community to license dogs

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Engineering	Developer Fee	per hour staff engineer time for plan review or project management *Utilities Department needs to agree charge this as well since it's a similar fee		Actual hours at current labor rate	Matches Utilities
	Developer Fee	per hour for inspection time *Utilities Department needs to agree charge this as well since it's a similar fee		Actual hours at current labor rate	Matches Utilities
*Added after 3/3	Overweight Bridge Load Review			Actual charges incurred by consultants	
*Added after 3/4	Pre-Application Review	per hour staff time for pre-application review and/or pre-application meeting time		Actual hours at current labor rate	

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Police	Per hour Research fee		$25.00	No Change	Made comparison to other agencies in different counties to determine proposed cost
	Copy of Auto Accident Report		$5.00	$8.00	Local agency comparison, cost to revenue comparison of services
	DVD copy of Auto Accident Photos		$25.00	$30.00	Cost to revenue comparison of services
	Copy of Criminal Report (first 5 pages)		$2.00	$4.00	Local agency comparison, cost to revenue comparison of services
	per page past 5 pages		$1.00	No Change	
	Misc. list of costs for actual photographs (very uncommon)				
	Copy of non-criminal documents (per page, Ex: CAD notes or grant documentation)		$0.25	No Change	
	Alarm company License (monitor only)		$25.00	No Change	
	Alarm company License (installation and monitor)		$300.00	No Change	
	Alarm company renewal fee (monitor only)		$25.00	No Change	
	Alarm company renewal fee (installation and monitor)		$100.00	No Change	
	Alarm company transfer fee (transfer license to new company)		$10.00	No Change	
	New Alarm Agent License/Merchant Guard		$30.00	$40.00	Local agency comparison, cost to revenue comparison of services
	Renewal Alarm Agent/Merchant Guard		$25.00	$30.00	Local agency comparison, cost to revenue comparison of services
	False Alarm Fee (no fee for first 2 false alarms each calendar year)		$25.00	$50.00 Residential/$100.00 Commercial	Increase recommended to incentivize businesses and home owners to try to find ways to reduce the number of reoccurring false alarms they have with their alarms. We want to ultimately reduce the amount of time needed for officers to respond to false alarms. We would still offer no fee for the first 2 false alarms as accidents happen. Many local agencies do a scale based on number of false alarms but that would be very labor intensive so we are recommending one price for residential and one price for commercial.
	Finger Printing (unlimited number of fingerprint cards)		$10.00	$15.00 for up to 2 cards/$5.00 per additional card	Local agency comparison, cost to revenue comparison of services

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Police	Pet license 1 year (spayed/neutered)		$8.00	$10.00	Local agency comparison, cost to revenue comparison of services (special note this was our original recommendation however recently at one of the budget council meetings some of the City Council members seemed to oppose the idea of increasing animal control licenses)
	Pet license 1 year (unspayed/unneutered)		$20.00	$25.00	Local agency comparison, cost to revenue comparison of services, higher increase on unspayed/unneutered to incentivize citizens to spay/neuter their pets (special note this was our original recommendation however recently at one of the budget council meetings some of the City Council members seemed to oppose the idea of increasing animal control licenses)
	Late fee for late pet license renewals after 30 day grace period ($2.00 per month late)		$2.00	$4.00 Flat Fee	Requesting to change the late fee calculation because many citizens are confused by the current language - this would make the process easier and reduce the number of times we have to refund late fee overpayment.
	Replacement for lost pet tag		$1.00	$2.00	Cost to revenue comparison of services, doesn't happen very often
	Dangerous Dog		$50.00	No Change	

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Utilities	Service Deposit	Charged for a new account number establish in the billing system	$25 - $300	Residential accounts $50 Duplex $100 Apt/Condo $30 per unit Bus./Comm. $100-$600	Brings deposit amounts closer to average monthly invoice amounts, better protects city's interest.
	Service Transfer Fee Deposit	Charged when customer's security deposit was returned but payment history is unfavorable	Double Standard Amount	No Change	
	Returned Payment Fee		$30.00	No change	
	Credit/Debit Card Charge		TBD	No Change	
	E-Check Charge		TBD	No Change	
	Late Payment Fee		TBD		
	Delinquent (disconnect) Fee		$32.00	$35.00	Account for increased costs in fuel, labor, equipment maintenance and insurance
	Same Day Turn-on/Reconnection Fee		$24.00	$35.00	Account for increased costs in fuel, labor, equipment maintenance and insurance
	Illegal Water Usage Fee		$50.00	$75.00	Enhance the penalty to discourage repeat offenders
	Tampering Fee		$100.00	No Change	
	Unauthorized Water Service Fee		TBD	No Change	
	Utility Billing Insert and/or message fee		By quote, actual fee from city utility bill print vendor plus 15% administrative fee	No Change	
	Meter Testing 5/8" & 1" meters		$110.00	No Change	Based on updated labor rate and testing practice.
	Meter Testing 11/2" & 2" meters		$330.00	$335.00	Based on updated labor rate and testing practice.
	Meter Testing 3" and larger meters		$195.00	$260.00	Based on updated labor rate and testing practice.
	Non-Emergency After hours response		Actual hrs at current overtime labor rate, 1 hour minimum	No Change	
**Added after 3/3	Bench Testing Fee	Assessed when a meter is brought into the meter shop to be tested rather than being tested in the field.	N/A	$75.00	In addition to the listed price for testing on meter size. Allows for staff time to bring meter into shop and return to location.
	Mobile Home Park Meter Maintenance		$30.00	$35.00	20% increase to account for increased costs
	Meter Deposit 1" meter hydrant		$1,100.00	No Change	
	Meter Deposit 3" hydrant meter		$2,225.00	No Change	

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Utilities	Monthly rental fee 1" disc hydrant meter		$40.00	$60.00	Allow for increase in costs of routine maintenance
	Monthly rental fee 3" turbine hydrant meter		$50.00	$100.00	Allow for increase in costs of routine maintenance
**Updated After 3/3	Hydrant Meter Delinquent Account Fee		$40.00	$50.00	Reduce delinquency rate, 20% increase
	Annual Testing Fee Penalty		$100.00 if not returned w/in 10 days of notification	No Change	
**Added after 3/3	Hydrant Meter Permit Administrative Fee	Assessed on all new hydrant meter rental permits	N/A	$20.00	Account for staff time
	City Installation, Relocation & Maintenance Rates		Parts & Materials: Cost +15%, Equipment: Current Equipment rate per maintenance management system, Labor: Actual hours at current labor rate, Excavation Permit: $13.00 (Inside City Excavations/Installation only), Engineering & Administrative Fee: 5% of total cost	Excavation Permit $60.00	**Excavation Permit Increase is based on Development Services.**
	Plan Review		N/A	Actual hours at current labor rate	Account for a portion of staff time spent reviewing developers plans.
	Water Main Tap Fee 2" and smaller		$35.00	$65.00	Increased costs. Comp city average $696
	Water Main Tap Fee - 3" and larger		$180.00	$330.00	Increased costs. Comp city average $1,586
			Inside City/Outside City	Inside City/Outside City	
	Water System Fee - 1"		$350/$613	$760/$1,330	Fees have been the same dating back to at least 2004
	Water System Fee - 1 1/2"		$700/$1,225	$1,295/$2,266	Fees have been the same dating back to at least 2004
	Water System Fee - 2"		$1,120/$1,960	$2,072/$3,626	Fees have been the same dating back to at least 2004
	Water System Fee - 3"		$2,100/$3,675	$3,885/$6,779	Fees have been the same dating back to at least 2004
	Water System Fee - 4"		$3,500/$6,125	$6,475/$11,331	Fees have been the same dating back to at least 2004
	Water System Fee - 6"		$7,000/$12,250	$12,950/$22,663	Fees have been the same dating back to at least 2004
	Water System Fee - 8"		$11,200/$19,600	$20,720/$36,260	Fees have been the same dating back to at least 2004
	5/8" Meter and 1" Tap & Service		$1,222.73	$1,410.00	Increased material costs
	1" Meter and 1" Tap & Service		$1,280.23	$1,490.00	Increased material costs
	1 ½" Meter and 1 ½" Tap & Service		$4,391.39	$5,515.00	Increased material costs

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Utilities	2” Meter and 2” Tap & Service		$4,793.47	$6,075.00	Increased material costs
	Engineering Division Construction Inspection Fee		$49.55	$64.95	Increased labor costs
	Sewer Tap or Connection Fee		$200.00	$250.00	Increased costs, Fee has been the same dating back to at least 2004
			Inside City/Outside City	Inside City/Outside City	
	Sewer System Fee - 5/8"		$680/$1,190	$1,258/$2,202	Fees have been the same dating back to at least 2004
	Sewer System Fee - 1"		$680/$1,190	$1,470/$2,573	Fees have been the same dating back to at least 2004
	Sewer System Fee - 1 1/2"		$1,360/$2,380	$2,515/$4,401	Fees have been the same dating back to at least 2004
	Sewer System Fee - 2"		$2,176/$3,808	$4,025/$7,044	Fees have been the same dating back to at least 2004
	Sewer System Fee - 3"		$4,080/$7,140	$7,550/$13,213	Fees have been the same dating back to at least 2004
	Sewer System Fee - 4"		$6,800/$11,900	$11,250/$19,688	Fees have been the same dating back to at least 2004
	Sewer System Fee - 6"		$13,600/$23,800	$25,160/$44,030	Fees have been the same dating back to at least 2004
	Sewer System Fee - 8"		$21,760/$38,080	$40,260/$70,455	Fees have been the same dating back to at least 2004
	Biochemical Oxygen Demand (BODS) Inside		$0.002161 per mg/l per 1,000 gallons	$0.003242 per mg/l per 1,000 gallons	Increased chemical costs for treatment. Comp Cities are 62-124% higher
	Biochemical Oxygen Demand (BODS) Outside		$0.003782 per mg/l per 1,000 gallons	$0.005673 per mg/l per 1,000 gallons	Increased chemical costs for treatment. Comp Cities are 62-124% higher
	Suspended Solids Inside		$0.001371 per mg/l per 1,000 gallons	$0.0020570 per mg/l per 1,000 gallons	Increased treatment costs
	Suspended Solids Outside		$0.002399 per mg/l per 1,000 gallons	$0.0035990 per mg/l per 1,000 gallons	Increased treatment costs
	Septic Disposal		$40.25 per 1,000 gallons	$59.40 per 1,000 gallons	Increased treatment costs
	Hauled Waste Tipping Fee		$15.00 per 1,000 gallons	$25.00 per 1,000 gallons	Increased treatment costs
	Grease Disposal		$80.00 per 1,000 gallons	No Change	
	Septic Industrial Waste		$100.00 per 1,000 gallons	No Change	
	Jetting (JOTJ)		$40.25 per 1,000 gallons	$59.40 per 1,000 gallons	Increased treatment costs
	Bulk Water		$0.25 per 50 gallons	$0.50 per 50 gallons	Increased treatment costs
	Lime Residual Hauling		$300.00 per 16-20 ton truck load	No Change	
	Septic Hauler Permit		$150 / 3 years + $20/truck	No Change	
	Current Labor Rate		$55.00/hr	$75.00/hr	Increased labor costs

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Property Maintenance	2 x 4's		$6/each	Actual incurred charges	
	Admin Penalty Fee		$100.00	no change	set per ordinance
	Admin Penalty Fee		$200.00	no change	set per ordinance
	Administrative Fee		$140.00	no change	set per ordinance
	Blast Media Glass		$12.00/per bag	Actual incurred charges	
	Blast Media Soda		$15.00/per bag	Actual incurred charges	
	Demolition			Actual costs of contractor to complete demolition	
	Demolition Administrative Fee		$140.00	no change	set per ordinance
	Dumpster Fee		$85.00 minimum	no change	this is our cost
	Fuel		$4.00/gallon	Actual incurred charges	
	Hand Labor		$25.00/per hour	per person	
	Hardware & Paint			Actual incurred charges	
	Loader Fee		$50.00/per hour	No Change	
	Mileage		$0.55/per mile	Actual incurred charges	
	Orange Fencing		$3.50/per ft	Actual incurred charges	
	OSB		$28.03/per sheet	Actual incurred charges	
	Plywood		$30.00/per sheet	Actual incurred charges	
	T-Posts		$7.00/each	Actual incurred charges	
	Tires		$2.00/each without rims	Actual incurred charges	
	Tires		$5.00/each with rims	Actual incurred charges	
	Truck Time		$50.00/per hour	Actual incurred charges	
	Cut Fee (Weeds)		Varies	Actual cost of contractor	
	Failure to Register Vacant Property Penalty		$250/ per ordinance	No Change	
	Black/White Copies		0.25/per page	No Change	
	Color Copies		$1.00/ per page	No Change	
	Research		$15.00/per hour	No Change	

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Clerks Office	Alcoholic Liquor Distributor		$2000 /2yrs	No change	Regulated by the KSA 41-101; License Period Runs in conjunction with State License; Occupational Tax not a License Fee
	Ambulance Business		$25/yr	No change	Term Set by Annual Franchise Ordinance Article XI Expires Dec 31
	Ambulance Vehicle		$275 /yr	No change	Term Set by Annual Franchise Ordinance Article XI Expires Dec 31
	Amusement Park		$20/day; $80/wk; $150/yr	No change	REPEALED Ordinance 20299
	Auctioneer		$2 / Day $20 /yr	No change	Annual Year-to-date; limits set by KSA 50-1019 & KSA 50-1023
	Automobile Bus		<6-$50; 6/7-$70; 8 or more-$100	Change to Vehicle for Hire, see below	Annual Expiration Sept 10; Based on Vehicle Seating Capacity
	Bill Poster		$2/day; $5/wk; $10/mo; $25/yr	No change	REPEALED 2021 Ordinance 20299
	Cereal Malt Beverage-General Retailer On-Premise		$225/yr	No change	Occupational Tax not a License Fee; $200 to City; $25 to State; Expires Dec 31; Require Inspections
	Cereal Malt Beverage-Limited Retailer Off-Premise		$75/yr	No change	Occupational Tax not a License Fee; $50 to City; $25 to State; 3.2% Beer; Expires June 30; Requires Inspections
	Cleaners & Dry Cleaners		$20 /yr	No change	Year-to-Date Issue
	Dance Hall-Beer		$160/yr	No change	REPEALED 2021 Ordinance 20299
	Dance Hall-Hall		$80/yr	No change	REPEALED 2021 Ordinance 20299
	Dance Hall-Non Profit		$8/yr	No change	REPEALED 2021 Ordinance 20299
	Dance Hall-Regular		$50/yr	No change	REPEALED 2021 Ordinance 20299
	Domestic Partnership Registry		$50 One-Time Fee	No change	City Manager has Admin Authority to Set Fee 2.50.040(b); NO FEE to cancel
	Fireworks Stand		$280.00	No change	2018 Ord 20112 for Sale June 29 - July 4; Discharge July 3-4; 2004 Ord 18294 for fee increase
	Flea Market Promoter		$100/yr	No change	Expires Dec 31
	Funeral Escort Service		$80 initial/$40 renew	No change	REPEALED 2021 Ordinance 20299 Regulated by KSA 8-2010
	Going out of Business		$75/60 days; additional 45 days $120	No change	60 Day License; One-Time 45 Day Renewal Allowed
	Haunted House		$105.00	No change	REPEALED 2021 Ordinance 20299
	Mobile Food Service Unit		$300 /yr	No change	Jan 1-Dec 13; Not Valid during Special Events; Fire Inspection Requirement
	Pawnbroker		$140 /yr	No change	Expires Dec 31

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Clerks Office	Peddlers		$250 /yr	No change	In 2016 Ord 20039 Peddlers, Solicitors & Itinerant Merchants (Transient Merchants & Sidewalk Vendor) Regulations & Fees were changed.
	Precious Metal Dealer		$35 /yr	No change	Expires July 1
	Private Club/Drinking Establishment		$500 /2yrs	No change	Regulated by KSA 41-2601; Occupational Tax not a License Fee; Runs inconjunction with State License
	Professional Boxing/Wrestling		$140/yr	No change	REPEALED 2021 Ordinance 20299
	Retail Liquor Store		$600/2yrs	No change	Regulated by KSA 41-102; Occupatonal Tax not a License Fee; Runs in conjuction with State License
	Second Hand Dealer		$32 /yr	$40	Expires Dec 31
	Sidewalk Vendor		$10/day	No change	In 2016 Ord 20039 Peddlers, Solicitors & Itinerant Merchants (Transient Merchants & Sidewalk Vendor) Regulations & Fees were changed.
	Sign Hanger		$50 /yr	$75	Runs the length of Insurance
	Solicitors		$250 /yr	No change	In 2016 Ord 20039 Peddlers, Solicitors & Itinerant Merchants (Transient Merchants & Sidewalk Vendor) Regulations & Fees were changed.
	Special Event		$50/Special Event $25/Block Party $250-$500 Debris Deposit	$50 Application Fee, $50 per day to close streets, $75 late application fee, debris stays the same	All Special Events must submit a $250 debris deposit for less than 2,000 participants; $500 debris deposit for over 2,000 participants.
	Taxi Cab Company		$20/cab min 8	Change to Vehicle for Hire, see below	Expires Dec 31; Need to check with Legal on State Regulations
	Taxi Cab Driver		$10/yr	Change to Vehicle for Hire, see below	All license fees collected shall be deposited to the law enforcement special revenue fund. Any fines collected for violations of this chapter shall be paid into the general fund.
	Taxi Cab Inspections		$20/cab	Change to Vehicle for Hire, see below	Every 6 months

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Clerks Office	Tobacco Novelty		$500/yr	No change	All license fees collected shall be deposited to the law enforcement special revenue fund. Any fines collected for violations of this chapter shall be paid into the general fund.
	Transient Merchant		$10/day	$15	In 2016 Ord 20039 Peddlers, Solicitors & Itinerant Merchants (Transient Merchants & Sidewalk Vendor) Regulations & Fees were changed.
	Tree, Shrub & Vine Service		$100/yr $10SS	Travis Tenbrink is researching	$10 fee for single service of dead tree
	Whoesale Beer Distributor		$1400/yr	No change	Regulated by the KSA 41-101; License Period Runs inconjuction with State License; Occupational Tax not a License Fee
	Vacancies/Elections				
	Temporary ABC License	1 day ABC License	Not currently charged	$10 each day	State sets fee cap at $25 per license
	Vehicle for Hire		changed from above	$25 business application, $50 per vehicle	

Department	Fee Name	Description	Current Fee	Proposed Fee	Reason for change
Fire	Residential Burning Permit	Valid for 1 year from purchase date	N/A	$25.00	
	Commercial Burning Permit	Valid for each burn operation	N/A	$110.00	
	Operational and Construction Permit	Requires individual review of operations and construction projects to determine how many permits are required (Example; Smoke Control Systems)	N/A	$100/Year	
	Fire Inspection	Businesses not requiring operational or construction permits will require fire inspection	N/A	$100 First Inspection	
	Fire Re-Inspection - First Re-Inspect		N/A		
		0-49,000 SQ Feet		$100.00	
		50,000 - 199,999 SQ Feet		$250.00	
		>200,000 SQ Feet		$400.00	
	Fire Re-Inspection - Second Re-Inspect		N/A		
		0-49,000 SQ Feet		$200.00	
		50,000 - 199,999 SQ Feet		$350.00	
		>200,000 SQ Feet		$500.00	
	Fire Re-Inspection - Third and Beyond Re-Inspect		N/A		
		0-49,000 SQ Feet		$300.00	
		50,000 - 199,999 SQ Feet		$450.00	
		>200,000 SQ Feet		$600.00	
	Special Event Permit	Holding an event that requires fire services to attend	N/A	$110.00	
	Fire Protection Report Submissions	Fire protection reports submission via online portal	N/A	$5/per report	
	False Alarm Fee (no fee for first 2 false alarms each calendar year)		N/A	$50.00 Residential/$100.00 Commercial	Match Police Fees

TOPEKA FIRE DEPARTMENT
Randy Phillips, Fire Chief
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Fire Department Permit/Inspections Proposed Fees Summary

The Topeka Fire Department seeks to enhance its cost recovery strategies by introducing and revising a range of fees related to fire safety and prevention. The analysis compares Topeka's current fee structure with those in neighboring communities and nearby states, noting gaps and opportunities for revenue generation. Key proposals include:

1. Burning Permits: Establishing fees of **$25** for residential (valid for 1 year) and **$110** for commercial burning permits (valid for each burn operation), with potential revenue of approximately $20,000 per year based on permits issued for 2023.

2. Operational and Construction Permits: Implementing fees based on the 2021 International Fire Code (IFC) for various fire safety operations and installations. The current code requires operational permits for 52 different operations and construction permits for 24 different construction activities. Each permit would cost **$100 per year**. Businesses could be required to have multiple permits. Examples include fees for high-piled storage, compressed gas systems, and smoke control systems. A conservative revenue estimate is $42,100.

3. Fire Inspections and Re-Inspections: Shifting to a model where fees cover re-inspections, with a tiered structure based on property size. Businesses that do not require an operational or construction permit will have an initial inspection fee of **$100**. Estimated re-inspection revenue, based on current inspection records, is approximately $42,000 per year.

	0-49,999 SQ Feet	50,000-199,999 SQ Feet	200,000 or more SQ Feet
1st Re-Inspect	$100	$250	$400
2nd Re-Inspect	$200	$350	$500
3rd Re-Inspect and any additional inspections	$300	$450	$600

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4. Special Event Permits: Charging **$110** for events that require public resources like fire or police services, with potential revenue of $9,000 per year based on 2023 figures. This cost estimate is to cover Fire Department expenses in reviewing the permits. This does not include any cost estimate for the services of other departments.

5. Fire Protection Report Submissions: Introducing a **$5** fee for fire protection report submissions via an online portal. The city currently has over 2000 system reports that are received annually with an estimated revenue of $10,000.

6. False Alarm Response: Enforcing an existing ordinance on false fire alarms to recover costs from occupancies with frequent occurrences. The expected revenue based on the previous calendar year of August 1, 2023, to July 31, 2024, was $23,750.

The department acknowledges that fee implementation will require administrative support and new software systems to streamline billing and payments. The transition to the Tyler Technologies system is expected to increase efficiency and ease of use for both citizens and the fire department by 2026.

City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 15, 2025

DATE:	**July 15, 2025**	
CONTACT PERSON:		**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Public Comment Protocol**	**PROJECT #:**
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 atcclerk@topeka.orgor 215 SE 7thStreet, 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: