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City Council Agenda

City Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 2, 2008
6:00 PM

City Manager: Norton N. Bonaparte, Jr.

Mayor: William W. Buntten

Councilmembers

Lana Kennedy	District No. 1	Deborah Swank	District No. 6
John Alcala	District No. 2	Brett Blackburn	District No. 7
Sylvia E. Ortiz	District No. 3	Jeff Preisner	District No. 8
Jack Woelfel	District No. 4	Richard Harmon	District No. 9
Bill Haynes	District No. 5		

Addressing the Council: No person shall address the Council during a Council Meeting, unless they have notified the City Clerk by 5:00 P.M. on the day of any Council Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Council Meeting. This limitation shall not apply to items added during the course of a meeting. The Council does not take action with respect to any subject not on the agenda unless added to the agenda by a two-thirds vote of the Council.

Persons addressing the City Council will be limited to four (4) minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Councilmembers will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Council or the Council by affirmative vote of five (5) members may extend the four (4) minute limitation.

Persons will be limited to addressing the City Council one (1) time on a particular matter unless otherwise allowed by an affirmative vote of five (5) members of the City Council.

Citizens wishing to offer Public Comment may sign up by phoning the City Clerk's office at 368-3940.

To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

(Agendas are available on Thursday afternoon in the City Clerk's office, 215 SE 7th – Room 166 and on the City's web site at <http://www.topeka.org>)

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. **PROCLAMATIONS:**
"None scheduled at this time."
2. **PRESENTATIONS:**
"None scheduled at this time."
3. **ROLL CALL:**
4. **CONSENT AGENDA:**

A. Board Appointment - Topeka Planning Commission



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Lee Williams to the Topeka Planning Commission for a term that would end December 31, 2011. *(3-Mile Extraterritorial Jurisdiction)*

B. Board Appointment - Topeka Sustainability Advisory Board



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Lacey Bisnett to the Topeka Sustainability Advisory Board for a term that would end December 31, 2009. *(Council District No. 6)*

C. Board Appointment - Topeka Sustainability Advisory Board



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Matthew Gassen to the Topeka Sustainability Advisory Board for a term that would end December 31, 2010. *(Council District No. 5)*

D. Board Appointment - Topeka Sustainability Advisory Board



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Dr. Kellis Bayless to the Topeka Sustainability Advisory Board for a term that would end December 31, 2010. *(Council District No. 8)*

E. Board Appointment - Topeka Sustainability Advisory Board



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Travis Gooden to the Topeka Sustainability Advisory Board for a term that would end December 31, 2009. *(Council District No. 1)*

F. Board Appointment - Topeka Sustainability Advisory Board



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of David Peterman to the Topeka Sustainability Advisory Board for a term that would end December 31, 2010. *(Council District No. 4)*

G. Board Appointment - Topeka Sustainability Advisory Board



[ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Larry Graber to the Topeka Sustainability Advisory Board for a term that would end December 31, 2009. *(Council District No. 8)*

H. MINUTES of the regular meeting of November 25, 2008

I. APPLICATIONS:

5. UNFINISHED BUSINESS:

A. Project Budget and Ordinance - Street Improvement Project T-841004.00



[ATTACHMENTS](#)

A PROJECT BUDGET in the amount of \$500,000 and **AN ORDINANCE** introduced by City Manager Norton N. Bonaparte, Jr., authorizing Improvement Project No. T-841004.00 (HTE 843540), which provides for the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City, as more specifically

described herein, all pursuant to Section A12-1 of the Code of the City of Topeka. Final Reading. (All Council Districts)

(Approval would provide for the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City.)

6. NEW BUSINESS:

A. Resolution - 2009 Council Meeting Schedule



[ATTACHMENTS](#)

A RESOLUTION introduced by Deputy Mayor Jeff Preisner canceling the Council meetings for March 3, 2009, April 7, 2009, May 26, 2009, September 8, 2009, and December 22, 2009 and establishing a meeting on March 31, 2009 and September 29, 2009. (All Council Districts)

(Approval would provide notice that Council meetings will not be held in observance of certain established City holidays, Primary Election, and Election Day. It also establishes a meeting date for the 5th Tuesdays in March and September of 2009.)

B. Resolution - College Hill Redevelopment Project - Contract Amendment No. 5



[ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing the approval of Amendment No. 5 to Contract No. 36091 with Washburn-Lane Parkway Renovations regarding the College Hill Redevelopment Project.

(Approval would provide for a change in the Development Schedule and set forth provisions for reimbursement for City utility improvements until Building J is constructed and appraised at 100% and authorizes the City Manager to execute the agreement.)

C. Resolution - Crime Prevention Fund Expenditure



[ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing an expenditure from the crime prevention fund and the general fund to support the Third Judicial District Drug Court program.

(Approval would allow for an expenditure of up to \$12,500 in revenue from tobacco paraphernalia and novelty item license fees to support the drug court.)

D. Real Estate Report and Real Property Purchase Agreement - Union Pacific Railroad



[ATTACHMENTS](#)

APPROVAL of the Real Estate Report and Real Property Purchase Agreement in the amount of \$130,762 between the Union Pacific Railroad Company and the City of Topeka for the sale of a portion of property located along Norris Street from Harrison Street to Monroe Street.

(Approval of the agreement will allow the City to purchase property from the Union Pacific which was previously being leased.)

E. Ordinance - Weekly Expenditures - November 10-16, 2008



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., allowing and approving City expenditures for the period of November 10, 2008, through November 16, 2008, and enumerating said expenditures therein. First and Final Reading.

7. FIRST READINGS:

A. Ordinance - Softball/Sports Facilities Reserve Fund



[ATTACHMENTS](#)

AN ORDINANCE introduced by Deputy Mayor Jeff Preisner concerning the Softball/Sports Facilities Reserve Fund amending the procedures established by Ordinance No. 16269 and repealing said ordinance. First Reading.

(Approval would authorize the City Manager to grant approval of expenditures recommended by the Topeka Softball Association.)

8. MISCELLANEOUS:

9. PRESENTATIONS BY THE CITY MANAGER, MAYOR AND MEMBERS OF THE COUNCIL:

-

10. PUBLIC COMMENT:

-

11. ADJOURNMENT:

-



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 7, 2008

+ Back Print

DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
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October 7, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
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November 18, 2008

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DATE:	December 2, 2008	
CONTACT PERSON:	Celeste Benton	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Planning Commission	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Lee Williams to the Topeka Planning Commission for a term that would end December 31, 2011. *(3-Mile Extraterritorial Jurisdiction)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending the appointment of Lee Williams, 3636 NW Button Rd., to a three year term on the Topeka Planning Commission. Mr. Williams resides in the 3-mile extra territorial jurisdiction and was nominated by Councilman Harmon. A bio is attached for review. This nominee will meet the maximum of 3 members from the 3-mile area and all private sector background requirements have been met by the current board members.

BACKGROUND:

Ordinance 18442. The Topeka Planning Commission assumes all powers, duties, responsibilities and functions provided by the laws of the state and resolutions and ordinances of the city. All ordinances, to the greatest extent practical, including, but not limited to, ordinances adopting the comprehensive land use plan, subdivision regulations and comprehensive zoning codes, resolutions, policies, rules and regulations now in force and effect within the city of Topeka and its extra territorial jurisdiction at the time of the ordinance, which are not inconsistent with the provisions of KSA 12-744 and amendments thereto.

From and after July 2, 2008, any appointment to any board, commission, advisory group or other body made by the mayor of any city which is subject to approval of the governing body of the city must be acted upon by the governing body within 45 days of the appointment by the mayor or the appointment shall be deemed approved. The governing body of the city shall approve such appointment unless the governing body makes a specific finding by the passage of a resolution that the person is either unqualified to hold the office or is not fit to hold the office or the position.

BUDGETARY IMPACT:

N/A

Item #6

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Williams Bio - Planning](#)

Lee Williams Resume

From: **SIGNS TO GO** (signstogo@sbcglobal.net)
Sent: Thu 10/02/08 4:49 PM
To: dobahci@hotmail.com

Leland E. Williams, Jr.
3636 NW Button Rd
Topeka 66618
785-286-0206
Cell -785-215-2331

DOB 10-21-1944
Married to Mary Lou Williams 10-30-1964
Three children, 4 grandchildren.

Resident of Shawnee County and the Topeka community since 1965.

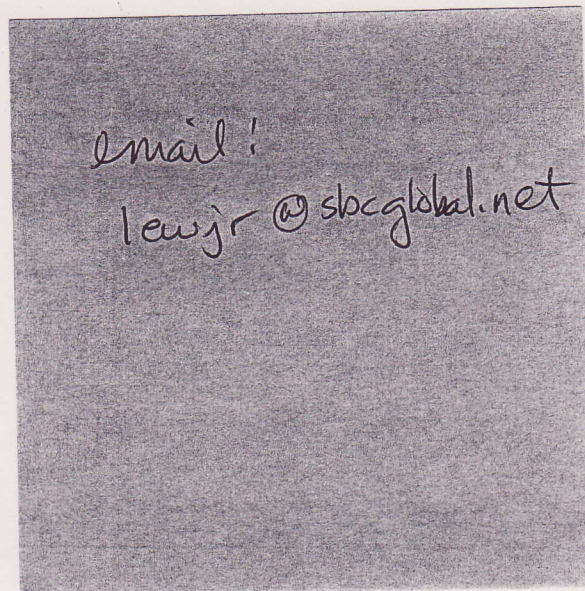
Employed at the AT&SF Railway from 1965 to 1990 in the
accounting department.

Self employed dba Signs To Go at 1101 SW 17th Street-Topeka since 1990.

Property owner and taxpayer in the City of Topeka and Shawnee County,
comprised of residential, commercial and agricultural.

Served on the Joint City/County planning board of appeals.

Past President of the Topeka Officials Assn.





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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 17, 2008

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DATE: December 2, 2008
CONTACT PERSON: Celeste Benton
SECOND PARTY/SUBJECT: Topeka Sustainability Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Lacey Bisnett to the Topeka Sustainability Advisory Board for a term that would end December 31, 2009. *(Council District No. 6)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending the appointment of Lacey Bisnett, 1937 SW Stone Ave., to a one year term on the Topeka Sustainability Advisory Board. Ms. Bisnett was nominated by Councilwoman Ortiz. Ms. Bisnett is currently active in a Washburn campus recycling program and other initiatives. A copy of her bio is attached for review.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability. Of the 9 members first appointed, four members shall serve one year terms, and five members shall serve two year terms. At least five of the nine members shall be currently licensed, have a degree in, or be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

From and after July 2, 2008, any appointment to any board, commission, advisory group or other body made by the mayor of any city which is subject to approval of the governing body of the city must be acted upon by the governing body within 45 days of the appointment by the mayor or the appointment shall be deemed approved. The governing body of the city shall approve such appointment unless the governing body makes a specific finding by the passage of a resolution that the person is either unqualified to hold the office or is not fit to hold the office or the position.

BUDGETARY IMPACT:

N/A

Item #7

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Bisnett Bio - SAB](#)

Lacey Bisnett

~~1937 SW 33rd St~~ 1937 SW Stone
Topeka, KS 66604

Phone: 785-580-6372

E-mail: lacey.bisnett@washburn.edu



Lacey Bisnett is a current student at Washburn University where she is pursuing a BA in Psychology. At the University Lacey actively works towards a 'green' campus through education and awareness events paired with staff, faculty, and student government interactions. Lacey is the president of Washburn All Green, a student organization. Through this organization this semester Lacey is working to provide a unified campus recycling program. She also works with food services to provide sustainable food options to students. Under the name of Washburn All Green, Lacey also worked with the Memorial Union and Chartwell's to provide a Scorch on the Porch Goes Green which provided education on reusable bottles and the importance of eating local. Through Washburn All Green Lacey provided cardboard recycling on dorm move in day this year and personally recycled the materials off campus for that and several other events on campus including recycling tailgating bottles.

Lacey is an Ameri-Corp Bonner Leader through the LinC office at Washburn University. Through this program Lacey is coordinating the First Annual Topeka Green Fair, a fair that will provide sustainability information in one convenient location to make it easy for residences in the area to go green. This year Lacey assisted in coordinating the Activities and Major fair through the Center for Undergraduate Studies and Programs at Washburn University by providing education, displays, and give-aways for the fair which was themed, "green is the new bod." This fair showed, among other things, what each department on campus does to be sustainable. Lacey has spoke on environmental issues before Washburn staff council, residence assistant training, and roots-a student religious outreach organization.

This summer Lacey participated in the Topeka Visioning Project because, as a new homeowner in the city, she has a vested interest in the future of the area. At the visioning meetings Lacey pushed for more curb-side recycling, bike lanes, and other environmentally friendly items. Lacey is currently an intern for the Human Resources department for the City of Topeka and is very much interested in local politics. Education is the her main goal in her environmental efforts which she plans to extend more to residences of the city along with Washburn University students.



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November 18, 2008

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DATE: December 2, 2008
CONTACT PERSON: Celeste Benton **DOCUMENT #:**
SECOND PARTY/SUBJECT: Topeka Sustainability **PROJECT #:**
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Matthew Gassen to the Topeka Sustainability Advisory Board for a term that would end December 31, 2010. (Council District No. 5)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending the appointment of Matthew Gassen, 3440 SW Jardine Terr., to a two year term on the Topeka Sustainability Advisory Board. Mr. Gassen was nominated by Councilwoman Swank. Mr. Gassen has experience in sustainability and environmental standards and policy development. A copy of his bio is attached for review.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability. Of the 9 members first appointed, four members shall serve one year terms, and five members shall serve two year terms. At least five of the nine members shall be currently licensed, have a degree in, or be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

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BUDGETARY IMPACT:

N/A

Item #8

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[bio](#)

Matthew Gassen was raised in Topeka, and graduated from Washburn Rural High School.

He then attended both Washburn University and the University of Kansas, earning a Bachelor of Arts in Political Science and International Studies.

While at KU, he also studied abroad at the Universite de Lausanne, in Lausanne, Switzerland. He subsequently earned a law degree from Saint Louis University, was awarded the Irvin & Maggie Dagen Fellowship for work in the public's interest, and served as a Faculty Fellow.

==Career==

Gassen's interests are varied. However, through his sole-proprietorship, he now works in the field of corporate responsibility and sustainability.

Gassen primarily aims to advise and educate, but also to develop proprietary standards for measuring and reporting the achievements and progress that would be made by his clients.

Most recently, he has recognized the need for creating a culture of responsibility and workforce interest in “doing the right thing.” As such, he has also devoted his time to developing a course of study for educating others on sustainability and corporate citizenship.



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CONTACT PERSON: Celeste Benton
SECOND PARTY/SUBJECT: Topeka Sustainability Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Dr. Kellis Bayless to the Topeka Sustainability Advisory Board for a term that would end December 31, 2010. *(Council District No. 8)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending Dr. Bayless, 2424 SW Moundview Dr., to a two year term on the Topeka Sustainability Advisory Board. Dr. Bayless was nominated by Councilwoman Swank. Dr. Bayless holds a Ph. D in Ecology and Evolutionary Biology and he has lectured and taught courses on ecology and environmental issues at Washburn University. A copy of his bio is attached for review.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability. Of the 9 members first appointed, four members shall serve one year terms, and five members shall serve two year terms. At least five of the nine members shall be currently licensed, have a degree in, or be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

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BUDGETARY IMPACT:

N/A

Item #9

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Bayless Bio - SAB](#)

Bio. prepared for Sustainability Advisory Board
Kellis Matthew Bayless, Ph.D.

Contact Information:

Office: Stoffer Science Hall room 203 A
Washburn University
Topeka, KS 66621

Home: 2424 SW Moundview Drive
Topeka, KS 66614

Phone: 785-670-2169 (office)
785-271-1362 (home)

E-mail: kellis.bayless@washburn.edu

Educational History:

May 2007: Ph.D in Ecology & Evolutionary Biology received from the University of Kansas Graduate School.

May 2001: Bachelor of Science in Organismal Biology received from the University of Kansas College of Liberal Arts and Sciences.

Recent Employment History:

Aug. 2006 – Present: Lecturer, Washburn University, Topeka, KS.

Courses taught:

BI 100 Introduction to Biology-General Education and Lab
BI 203 Human Impacts on the Environment
BI 310 Ecology and Lab
BI 395 Biology Seminar

Jan. 2005-May 2006: Visiting Instructor, Rockhurst University, Kansas City, MO

Courses taught:

BL 1150 Biology of the Contemporary Scene
BL 1300 General Biology 2 and Lab
BL 3200 Invertebrate Zoology and Lab
BL 4800 Evolution
NS 1000 Freshmen in Science

Published Abstract:

Butler, J.J., Jr., Loheide, S.P., II, Kluitenberg, G.J., Bayless, K., Whittemore, D.O., Zhan, X., and C.E. Martin (2004) Groundwater consumption by phreatophytes in a mid-continent stream-aquifer system (abstract), Eos, v. 85, no. 17, Jt. Assem. Suppl., p. JA237.

Published Ph.D. Dissertation:

Bayless, K. (2007) Estimating the in situ carbon balance of a *Bromus inermis* grassland using a leaf-level ecophysiological approach.

Research Publication:

Bayless, K. and Martin, C. Seasonal CO₂ flux in a northeastern Kansas grassland dominated by *Bromus inermis* Leyss. (in prep.)



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SECOND PARTY/SUBJECT: Topeka Sustainability Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Travis Gooden to the Topeka Sustainability Advisory Board for a term that would end December 31, 2009. *(Council District No. 1)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending Travis Gooden, 215 SW Courtland Ave., to a one year term on the Topeka Sustainability Advisory Board. Mr. Gooden was nominated by Councilwoman Swank. Mr. Gooden is part owner in a company that is a member of the United States Green Building Council and his company is also active in recycling of construction and electrical waste. His bio is attached for review.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability. Of the 9 members first appointed, four members shall serve one year terms, and five members shall serve two year terms. At least five of the nine members shall be currently licensed, have a degree in, or be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

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BUDGETARY IMPACT:

N/A

Item #10

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Gooden Bio - SAB](#)

"Travis Gooden" <travisgooden@hotmail.com>

I was born and raised in Topeka, KS. I graduated Topeka High School in 1994 and attended Washburn University for 2 years. In the fall of 1995 I went to work for a local electrical contractor and spent 12 years working in many different capacities, both field and office. In 2007 my partners (Aaron Gooden and Ryan Gigous) and I started our own electrical contracting business, Greenwave Electric, Inc, which I am currently the president. Greenwave Electric focuses on two main values, customer service and social responsibility. Part of our social responsibility value is the pro-active and consistent recycling of construction and electrical wastes created through new and remodel construction and also from standard service work, we recycle all fluorescent bulbs and ballasts that we remove from existing installations not to mention plastics, steel, copper, cardboard, glass, paper, batteries, and aluminum. We also believe in the efficient use of energy through cost saving methods, such as replacing incandescent lighting with fluorescent and LED lighting products, and also time and usage control products such as occupancy sensors and timed devices. We are committed to using the newest generation of vehicles for both carbon reduction and fuel efficiency.

I hold a master electrical license from the City of Topeka and a NICET Level III certification in Fire Alarm Technologies. Greenwave Electric is currently a member in good standing with the United State Green Building Council, the Better Business Bureau, the Greater Topeka Chamber of Commerce, the National Fire Protection Association, and the Topeka Home Builders Association.

I have been married to Denise Gooden for 11 years and we currently have no children. We have lived at 215 SW Courtland Ave, Topeka, KS 66606 since June of 2007. We are members of Countryside United Methodist Church and we also are founding members of the Transform Topeka community group.

Thank you for the consideration,

Travis J Gooden



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 14, 2008

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DATE: December 2, 2008
CONTACT PERSON: Celeste Benton **DOCUMENT #:**
SECOND PARTY/SUBJECT: Topeka Sustainability **PROJECT #:**
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of David Peterman to the Topeka Sustainability Advisory Board for a term that would end December 31, 2010. *(Council District No. 4)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending David Peterman, 3314 SE Golden, to a two year term on the Topeka Sustainability Advisory Board. Mr. Peterman was nominated by Councilman Harmon. Mr. Peterman's background is in waste management. A copy of his bio is attached for review.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability. Of the 9 members first appointed, four members shall serve one year terms, and five members shall serve two year terms. At least five of the nine members shall be currently licensed, have a degree in, or be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

From and after July 2, 2008, any appointment to any board, commission, advisory group or other body made by the mayor of any city which is subject to approval of the governing body of the city must be acted upon by the governing body within 45 days of the appointment by the mayor or the appointment shall be deemed approved. The governing body of the city shall approve such appointment unless the governing body makes a specific finding by the passage of a resolution that the person is either unqualified to hold the office or is not fit to hold the office or the position.

BUDGETARY IMPACT:

N/A

Item #11

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Peterman Bio - SAB](#)

David Peterman serves as District Manager for Waste Management of Kansas. WM's Topeka district covers an area that includes Kansas City, Emporia, Abilene and most communities in between. Waste Management is North America's largest recycle, waste management, and waste to energy company. David is a graduate of Washburn Rural High School in Topeka and Southeastern College in Wendell, North Carolina. He and his wife Melinda reside in the city of Topeka.

Dist 4

Home:

3314 SE Golden

66605

work:

3611 NW 16th

66618



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

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DATE: December 2, 2008
CONTACT PERSON: Celeste Benton
SECOND PARTY/SUBJECT: Topeka Sustainability Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Larry Graber to the Topeka Sustainability Advisory Board for a term that would end December 31, 2009. *(Council District No. 8)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending Larry Graber, 5506 SW 25th Terrace, to a one year term on the Topeka Sustainability Advisory Board. Mr. Graber was nominated by Councilman Woelfel as an at-large member. A copy of his bio is attached for review.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability. Of the 9 members first appointed, four members shall serve one year terms and five members shall serve two year terms. At least five of the nine members shall be currently licensed, have a degree in, or be engaged in, or have substantial past experience in the fields of environmental awareness, waste reduction, recycling, energy conservation and/or natural resource conservation or a similar field relating to the environment or conservation.

From and after July 2, 2008, any appointment to any board, commission, advisory group or other body made by the mayor of any city which is subject to approval of the governing body of the city must be acted upon by the governing body within 45 days of the appointment by the mayor or the appointment shall be deemed approved. The governing body of the city shall approve such appointment unless the governing body makes a specific finding by the passage of a resolution that the person is either unqualified to hold the office or is not fit to hold the office or the position.

BUDGETARY IMPACT:

N/A

Item #12

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Graber Bio - TSAB](#)

Celeste Benton

From: Jack Woelfel
Sent: Sunday, November 02, 2008 3:01 PM
To: Bill Bunten
Cc: Ginny Burghart; Jack Woelfel
Subject: Nominee - Sustainability Advisory Board

Mayor Bunten,

Please accept this as my nomination of Mr. Larry Graber to be appointed to the Sustainability Advisory Board. If it pleases the Mayor, please consider this appointment for one of the 2-year term appointments.

The biography has been furnished by Mr. Graber.

Jack Woelfel
City Councilman - 4th District

BIOGRAPHY: Larry J. Graber, 5506 SW 25th Terr., Topeka, KS 66614,
785-228-0880

Graduate of Pretty Prairie High School(1963), Emporia State
BSE(1967), Emporia State MS(1975)
Public School Teacher 10 years(Science&Mathematics)
Youth for Christ 5 years
Kansas Cosmosphere Science Educator 4 years
US Postal Service 19 years(Retired)
Widower(Lucy-32 years)
5 children, 10 grandchildren + 3 pre-born
Present Service - Topeka Bible Church, Gideon's International,
Truth In Love Outreach, Topeka Fellowship

I am interested in serving on the Sustainability Advisory Board to serve the City of Topeka as a volunteer and improve the quality of life for my family and all Topeka families.

11/6/2008



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214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 19, 2008

+ Back Print

DATE: December 2, 2008

CONTACT PERSON: Bernie Cosby **DOCUMENT #:**

SECOND PARTY/SUBJECT: Handicapped Accessible Curb Cuts and Sidewalk Ramps **PROJECT #:** T-841004-00 (HTE 843540)

CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 004 Public Improvements

CIP PROJECT: Yes

ACTION OF COUNCIL: 11/25/08 First Reading. **JOURNAL #:** 08

PAGE #:

DOCUMENT DESCRIPTION:

A PROJECT BUDGET in the amount of \$500,000 and **AN ORDINANCE** introduced by City Manager Norton N. Bonaparte, Jr., authorizing Improvement Project No. T-841004.00 (HTE 843540), which provides for the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City, as more specifically described herein, all pursuant to Section A12-1 of the Code of the City of Topeka. **Final Reading.** *(All Council Districts)*

(Approval would provide for the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City.)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Approve the Project Budget and Ordinance as presented.

BACKGROUND:

This project will provide the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections in the area bounded by Washburn Avenue, Topeka Boulevard, Huntoon Street and 17th Street and at selected intersections throughout the City, to meet requirements of the American with Disabilities Act in accordance with the City's sidewalk ramp transition plan.

BUDGETARY IMPACT:

Project Budget: \$500,000.00

SOURCE OF FUNDING:

General Obligation Bonds or any other lawfully available funds. Annual debt service is estimated at \$40,337 for 20 years, to be paid from Bond and Interest Fund.

Item #15

ATTACHMENTS:

[Project Budget](#)

[Vicinity Map](#)

[Debt Service](#)

[Ordinance](#)

PROJECT BUDGET

STREET REPAIR PROJECT NO. T-841004.00 (HTE 843540)

HANDICAPPED ACCESSIBLE SIDEWALK RAMP PROJECT

LOCATION:

City Wide

SOURCE OF FUNDS:

2008 Capital Budget – 100% General Obligation Bonds

DESCRIPTION:

Construct handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City, to meet requirements of the Americans with Disabilities Act in accordance with the City's sidewalk ramp - transition plan.

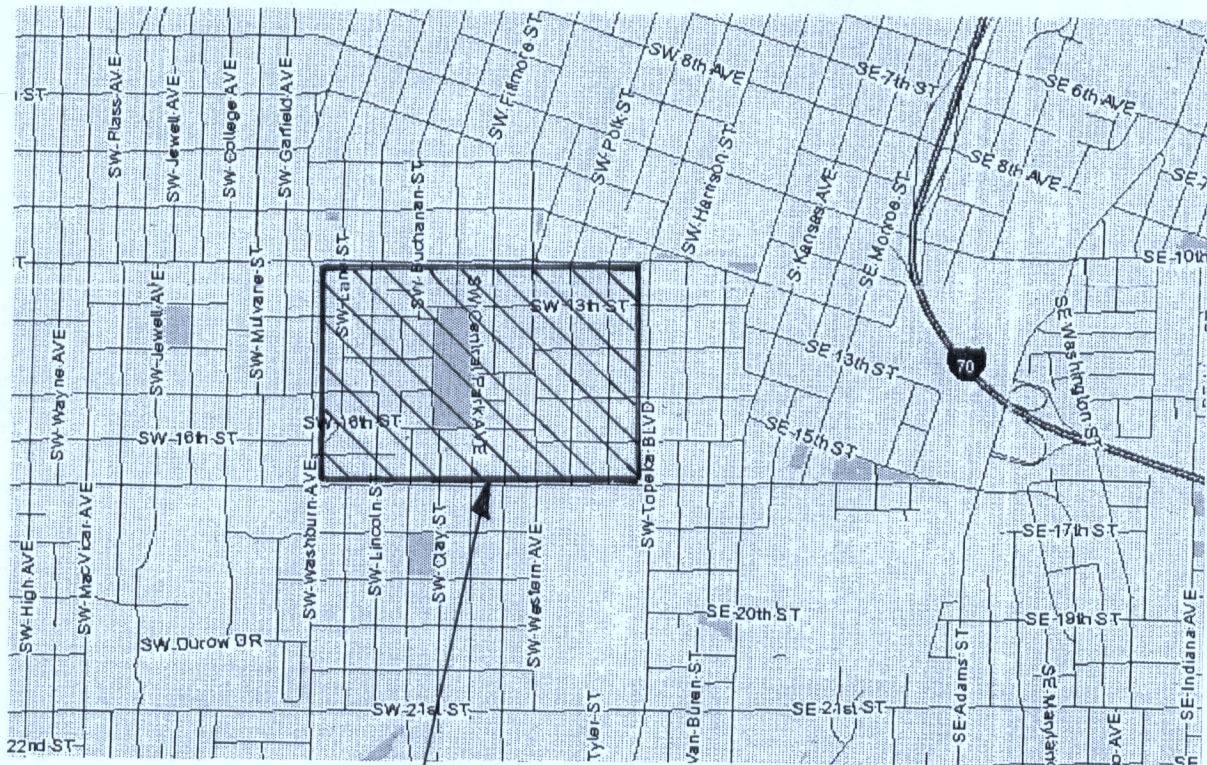
COST ESTIMATE:

Construction	\$ 375,000.00
Design	\$ 30,000.00
Engineering Fee	\$ -
Proj. Serv. Fee	
Proj. Engr.	\$ 10,000.00
CIP Coordinator	\$ -
Proj. Admin.	\$ 8,000.00
Contingencies	\$ 37,000.00
Right-of-Way	\$ -
Interin Interest	\$ <u>40,000.00</u>
Total	\$ 500,000.00

CONTACT PERSON:

Bernie Cosby, City Engineering

LOCATION MAP
PROJECT NO. T-841004.00 (HTE 843540)



PROJECT LOCATION

GO Bond Cost of Project

PROJECT: T-841004.00 (HTE 843540)

Interest rate	5.25%
Number of Years	20

Cost of Issuance	2.00%
Temp Note interest	5.000%

Principal	\$460,000
Plus Temp Note Interest	\$23,000
Plus Cost of Issuance	<u>\$9,200</u>
Total Project Budget	\$492,200

Annual Debt Service	\$40,337
Annual Debt Service as Percent of Total	8.2%

Total Debt Service (principal and interest)	\$806,738
---	-----------

Difference Project Cost and Total Debt Service	\$346,738
--	-----------

GO Bonded Indebtedness as of December 2007	\$153,840,000
Heartland Park STAR Bonds	\$10,405,000
College Hill TIF	\$5,840,000
2007 Temporary Notes that Finance Future GO Bond projects	\$9,200,000
Approved, not Included in GO Bond Issue or Temporary Notes--City Projects	\$6,163,840
Approved, not Included in GO Bond Issue or Temporary Notes--Special Assessment Projects	<u>3,944,245</u>
Total Indebtedness	<u><u>\$189,393,085</u></u>
Plus Project	\$189,885,285

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., authorizing Improvement Project No. T-841004.00 (HTE #843540), which provides for the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City, as more specifically described herein, all pursuant to Section A12-1 of the Code of the City of Topeka.

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

Section 1. That it is hereby deemed advisable and necessary and is also hereby authorized, pursuant to Section A12-1 of the Code of the City of Topeka that the following public improvement be made:

A. GENERAL NATURE OF IMPROVEMENT:

This project will provide the construction of handicapped accessible curb cuts and sidewalk ramps at selected intersections throughout the City to meet requirements of the American with Disabilities Act in accordance with the City's sidewalk ramp transition plan.

B. TOTAL PROJECT BUDGET COST:

\$500,000.00

C. SOURCE OF FUNDS:

General Obligation Bonds or any other lawfully available funds.

Section 2. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

35 PASSED and APPROVED by the City Council_____.

36 CITY OF TOPEKA, KANSAS

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William W. Bunten, Mayor

40 ATTEST:

41

42

43

44 _____
Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 14, 2008

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DATE: December 2, 2008

CONTACT PERSON: Deputy Mayor Jeff Preisner **DOCUMENT #:**

SECOND PARTY/SUBJECT: Council meeting schedule **PROJECT #:** for 2009

CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous

CIP PROJECT: No

ACTION OF COUNCIL: **JOURNAL #:**

PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Deputy Mayor Jeff Preisner canceling the Council meetings for March 3, 2009, April 7, 2009, May 26, 2009, September 8, 2009, and December 22, 2009 and establishing a meeting on March 31, 2009 and September 29, 2009. *(All Council Districts)*

(Approval would provide notice that Council meetings will not be held in observance of certain established City holidays, Primary Election, and Election Day. It also establishes a meeting date for the 5th Tuesdays in March and September of 2009.)

POLICY ISSUE:

Whether or not to cancel/hold the aforementioned Council meetings.

STAFF RECOMMENDATION:

BACKGROUND:

Traditionally City Council meetings are canceled in observance of established City holidays, Primary Election Day, and Election Day. This Resolution provides notice of those cancellation dates as well as establishes a meeting date for the 5th Tuesdays in March and September, 2009.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Item #16

RESOLUTION NO. _____

A RESOLUTION introduced by Deputy Mayor Jeff Preisner canceling the Council meetings for March 3, 2009, April 7, 2009, May 26, 2009, September 8, 2009, and December 22, 2009 and establishing a meeting on March 31, 2009 and September 29, 2009.

WHEREAS, Topeka City Code § 2-27 authorizes a Council meeting to be canceled by the City Council.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Topeka, Kansas that the Council meetings scheduled for March 3, 2009 (Primary Election Day), April 7, 2009 (Election Day), May 26, 2009, September 8, 2009, and December 22, 2009 are hereby cancelled.

BE IT FURTHER RESOLVED, that a Council meeting is established for March 31, 2009 (5th Tuesday in March) and September 29, 2009 (5th Tuesday in September).

ADOPTED and APPROVED by the City Council _____.

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 18, 2008

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DATE: December 2, 2008
CONTACT PERSON: Braxton Copley **DOCUMENT #:**
SECOND PARTY/SUBJECT: Washburn-Lane Parkway **PROJECT #:**
Renovations
CATEGORY/SUBCATEGORY 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing the approval of Amendment No. 5 to Contract No. 36091 with Washburn-Lane Parkway Renovations regarding the College Hill Redevelopment Project.

(Approval would provide for a change in the Development Schedule and set forth provisions for reimbursement for City utility improvements until Building J is constructed and appraised at 100% and authorizes the City Manager to execute the agreement.)

POLICY ISSUE:

Whether or not Council should approve resolution.

STAFF RECOMMENDATION:

Approve the resolution.

BACKGROUND:

Construction of Building J has been delayed due to uncontrollable economic conditions, therefore City and Developer had to renegotiate provisions of the original agreement.

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

[Amendment No. 5](#)

[Resolution](#)

Item #17

CITY OF TOPEKA CONTRACT NO. _____

AMENDMENT No. 5 to City of Topeka Contract No. 36091

THIS AMENDMENT entered into this _____ day of _____, 2008, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and the Washburn-Lane Parkway Renovations, LLC, a duly organized Kansas Limited Liability Company hereinafter referred to as "Developer."

WHEREAS, the City and Developer have previously entered into City of Topeka Contract No. 36091 which provides for the redevelopment of certain real estate in Topeka, Kansas, and have also entered into City of Topeka Contract Nos. 36527, 36864, 37284, and 38617 which amend City of Topeka Contract No. 36091 (collectively, the "Redevelopment Agreement"); and

WHEREAS, the parties hereto desire to further amend City of Topeka Contract No. 36091, as amended, as provided for in Section 10.04 of said Contract; and

WHEREAS, due to economic conditions beyond its reasonable control as contemplated in Section 3.08 of the Redevelopment Agreement, the Developer has delayed the construction of Building J, consisting of condominium townhomes, as contemplated under the Redevelopment Agreement; and

WHEREAS, the parties wish to amend the Redevelopment Agreement to allow for a change to the development schedule under Section 3.03 of the Redevelopment Agreement to permit construction of Building J, Condominium Townhomes.

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

1. The City and Developer hereby agree that the final delivery of the project set forth in Exhibit F of the Redevelopment Agreement shall be extended to up to December 31, 2011. Any other or additional changes to the development schedule shall be made in accordance with Section 3.03 of the Redevelopment Agreement.

2. In the event the Building J is not constructed and appraised by the County at one hundred percent (100%) by January 1 of each year covered by this Amendment (2009 and 2010), the Developer agrees to make a payment to the City in the amount of twenty-three thousand six hundred fifteen dollars (\$23,615.00) on or before January 31 of each year following to reimburse the City's combined water, wastewater and stormwater utility for costs of unreimbursed improvements constructed as part of the redevelopment project. The amount of said payment shall be reduced by the percentage that Building J is actually constructed and assessed by the Shawnee County Appraisers office in relation to the estimated assessed valuation of one hundred seventy-nine thousand four hundred dollars (\$179,400.00) contained in the feasibility study. For example, if the assessed valuation of Building J and its real estate is forty-four thousand eight hundred fifty dollars (\$44,850.00) as of January 1, 2009, the payment due the City by January 31, 2010, would be reduced by twenty-five percent (25%) resulting in a payment of seventeen thousand seven hundred eleven dollars and twenty-five cents (\$17,711.25). This Amendment does not pertain to 2008, which has been addressed in a previous Amendment.

3. All other terms and conditions of City of Topeka Contract No. 36091, as amended, shall remain in force and effect.

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

CITY OF TOPEKA, KANSAS

Norton N. Bonaparte, Jr., City Manager

ATTEST:

Brenda Younger, City Clerk

WASHBURN-LANE PARKWAY RENOVATIONS

William Newsome, Manager

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing the approval of Amendment No. 5 to Contract No. 36091 with Washburn-Lane Parkway Renovations regarding the College Hill Redevelopment Project.

WHEREAS, the City and Developer have previously entered into City of Topeka Contract No. 36091 which provides for the redevelopment of certain real estate in Topeka, Kansas, and have also entered into City of Topeka Contract Nos. 36527, 36864, 37284, and 38617 which amend City of Topeka Contract No. 36091 (collectively, the "Redevelopment Agreement"); and

WHEREAS, the parties hereto desire to further amend City of Topeka Contract No. 36091, as amended, as provided for in Section 10.04 of said Contract; and

WHEREAS, due to economic conditions beyond its reasonable control as contemplated in Section 3.08 of the Redevelopment Agreement, the Developer has delayed the construction of Building J, consisting of condominium townhomes, as contemplated under the Redevelopment Agreement; and

WHEREAS, the parties wish to amend the Redevelopment Agreement to allow for a change to the development schedule under Section 3.03 of the Redevelopment Agreement to permit construction of Building J, Condominium Townhomes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, that the Council approves Amendment No. 5 to Redevelopment Agreement which includes the following:

1. Change in the Development schedule to extend the final delivery of the project to December 31, 2011.

2. Provisions for reimbursement to the City's combined water, wastewater and stormwater utility for costs of unreimbursed improvements constructed as part of the redevelopment project in the event the Building J is not constructed and appraised by the County at one hundred percent (100%) by January 1 of each year covered by the agreement.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, that City Manager is authorized to execute said amendment.

ADOPTED and APPROVED by the City Council _____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

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214 SE 8th Street
Topeka, Kansas 66603

November 12, 2008

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DATE: December 2, 2008
CONTACT PERSON: Jim Langford and Ronald Miller
DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing an expenditure from the crime prevention fund and the general fund to support the Third Judicial District Drug Court program.

(Approval would allow for an expenditure of up to \$12,500 in revenue from tobacco paraphernalia and novelty item license fees to support the drug court.)

POLICY ISSUE:

Whether to support the Drug Court with the paraphernalia and novelty item license revenue.

STAFF RECOMMENDATION:

Approve.

BACKGROUND:

In August 2006, the City Council enacted Ordinance No. 18676 establishing a licensing requirement for retailers selling tobacco paraphernalia and novelty items. That ordinance directed that license fees be transferred to the crime prevention fund.

The City has received a request from the Third Judicial District Drug Court to expend those license fees to support the drug court. In 2007, a grant of \$15,560 was awarded from the license fees generated in 2006. A total of \$12,500 was generated by the license fees in 2007. All of the monies should have been credited to the Crime Prevention Fund, but a coding error resulted in \$10,500 going into the General Fund. Therefore, the grant award would be split between the two funds.

BUDGETARY IMPACT:

Expenditures for \$2,000 from the Crime Prevention Fund and \$10,500 from the General Fund contingency.

SOURCE OF FUNDING:

The Crime Prevention Fund and the General Fund.

Item #18

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing an expenditure from the Crime Prevention Fund and the general fund to support the Third Judicial District Drug Court program.

WHEREAS, the City of Topeka Ordinance No. 17796 established a Crime Prevention Fund and directs that expenditures from this fund be for crime prevention services and be specifically authorized by resolution of the City Council; and

WHEREAS, the City of Topeka Code § 30-501, *et seq.*, requires sellers of tobacco paraphernalia and novelty items within the City to obtain a license to sell such items; and

WHEREAS, revenue collections from the issuance of tobacco paraphernalia and novelty items licenses in 2007 generated twelve thousand five hundred dollars (\$12,500.00) in revenue of which two thousand dollars (\$2,000.00) was deposited into the Crime Prevention Fund and, due to a coding error, ten thousand five hundred dollars (\$10,500.00) was deposited in the general fund; and

WHEREAS, the Third Judicial District has established a Drug Court that offers first-time felony drug offenders education, supervision and treatment as a viable alternative to prosecution and conviction of a felony drug offense; and

WHEREAS, the City Council desires to expend this license fee revenue to support the operations of the Third Judicial District Drug Court.

NOW, THEREFORE, BE IT RESOLVED, the Chief of Police, subject to an appropriate contract with the Third Judicial District Drug Court, is authorized to expend two thousand dollars (\$2,000.00) from the Crime Prevention Fund and ten thousand five hundred dollars (\$10,500.00) from the general fund to support the operations of Third Judicial District Drug Court.

BE IT FURTHER RESOLVED that any expenditures from the Crime Prevention Fund shall not be used to pay salary, wages or other compensation to any agent, employee or contractor of the City unless otherwise approved by the City Council.

PASSED and APPROVED by the City Council_____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 7, 2008

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DATE:	December 2, 2008	
CONTACT PERSON:	Mike Teply	DOCUMENT #:
SECOND PARTY/SUBJECT:	Union Pacific Railroad / Norris Street Purchase	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments/019 Purchase of Land	
CIP PROJECT:	No	
ACTION OF COUNCIL:	Approve and Adopt	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of the Real Estate Report and Real Property Purchase Agreement in the amount of \$130,762 between the Union Pacific Railroad Company and the City of Topeka for the sale of a portion of property located along Norris Street from Harrison Street to Monroe Street.

(Approval of the agreement will allow the City to purchase property from the Union Pacific which was previously being leased.)

POLICY ISSUE:

City of Topeka City Code 2-458(b) requires the following for real estate purchases: 1) Appraisal value of property 2) Financial impact of transaction 3) Terms and conditions of acquisition 4) Statement identifying anticipated use 5) Identification of existence of any conditions impacting environment.

A report including all required data is attached.

STAFF RECOMMENDATION:

Approve

BACKGROUND:

This property initially was covered by an Agreement between the Kansas Pacific Railway Company and the City dated January 31, 1871. Contract No. 12335 dated July 27, 1979 between the Union Pacific Railway Company and the City authorized a lease payment of \$1,550 for the property for a 25-year term and subsequently was amended by Contract No. 12645 to \$1,155.00 for that same term. On December 6, 2007 the City received notice from Union Pacific of a price increase to \$159,300 to extend the lease for another 25-year term. As a result, the City initiated negotiations to purchase the property. The property was appraised at \$130,762.00 which the City offered as the purchase price and Union Pacific accepted. Closing date on the property is scheduled to occur on or before January 22, 2009.

BUDGETARY IMPACT:

Sale Price: \$130,762.00 plus applicable closing costs

Item #19

SOURCE OF FUNDING:

2009 Operating Budget; Any lawfully available funds

ATTACHMENTS:

[Real Estate Report for Purchase of Real Property](#)

[Agreement](#)

[Appraisal](#)

PUBLIC WORKS DEPARTMENT

REAL ESTATE REPORT FOR

PURCHASE OF REAL PROPERTY

1. Common Address: none, a portion of Norris Street from Harrison St. to Monroe St. (see Exhibit A for details)

2. Legal Description: The North 62 feet of the land shown as Union Pacific Railway Eastern Division on the Map of Eugene in Shawnee County, recorded March 30, 1867 in Volume 2, page 20, extending from a prolongation of the East line of Harrison Street to a prolongation of the East line of Quincy Street; ALSO: Beginning at the intersection of the North line of the land shown as Union Pacific Railway Eastern Division on said Map of Eugene in Shawnee County with the East line of Quincy Street; thence easterly on the curve which is the North line of the land shown as Union Pacific Railway Eastern Division on said Map of Eugene in Shawnee County to an intersection with the West line of Monroe Street; thence southeasterly radial from the last said curve, 45 feet; thence westerly on a curve 45 feet southerly distant from and concentric with the curve which is the North line of the land shown as Union Pacific Railway Eastern Division on said Map of Eugene in Shawnee County, to an intersection with a prolongation of the East line of Quincy Street; thence northerly to the point of beginning. Contains 2.85 acres, more or less.

3. Closing Date: on or before January 22, 2009

4. Current Use: Right-of-Way – Norris Street

5. Expected Future Use: Continued use as right-of-way – Norris Street

6. Appraised Value: \$130,762.00 by David W. Craig, MAI; dated March 18, 2008

7. Terms and Conditions of the Acquisition: Cash and/or certified check at date of closing

8. Financial Impact: If approved for purchase, the City will spend \$130,762 plus applicable closing costs.

9. Identification of the existence of any conditions impacting the environment: Property has had continued use as right-of-way



2008 OCT 21 A 10:42

October 20, 2008
Folder: 2496-05

BRAXTON COPLEY
CITY OF TOPEKA
CITY HALL, 215 SE 7TH ST ROOM 353
TOPEKA KS 66603-3914

Dear Mr. Copley:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to CITY OF TOPEKA ("Buyer") of Seller's interest in certain real property in Topeka, Kansas.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately a portion of Norris Street from Harrison Street to Monroe Street as shown on the print attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller. Survey will be at the sole cost and expense of Buyer. Survey will depict all facilities affecting the property.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to RHARRIS@UP.COM, with a subject line referencing the UPRR Folder Number 02496-05 assigned to this document. **Buyer shall deliver a certified copy of the completed survey to Seller within Sixty (60) days after Buyer's execution of this Agreement ("Survey Period").** Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing - Default:' Article).

Article 2. Sale Price:

- A. The sale price ("Sale Price") for the Property shall be One Hundred Thirty Thousand Seven Hundred Sixty Two Dollars (\$130,762.00).

Article 3. Feasibility Review/Right of Entry:

- A. **For Seventy (70) days from the date of execution of this Agreement by Buyer (“Feasibility Review Period”), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer’s review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer’s purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.**
- B. **Buyer’s right to enter upon the Property pursuant to Article 3-A is subject to the following:**
1. **Buyer will indemnify, defend and save harmless Seller and/or Seller’s affiliates (Seller’s affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.**
 2. **Buyer and Buyer’s agents and contractors (collectively “Contractors”) will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.**
 3. **Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.**
 4. **Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.**
 5. **If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer’s sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.**

- C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:
1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the top of this Agreement, of the results of its investigation.
 2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.
- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES**

AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

- C. The provisions of this Article 4 will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, exclusive PERPETUAL EASEMENTS ten feet (10') in width measured from the centerline of the Fiber Optic Improvements (as defined below), in, on, over, under and across the Property ("Fiber Optics Easement Property"), in which areas Seller (and its easement holders, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment (the "Fiber Optics Improvements"). Seller does further reserve unto itself, its successors and assigns, a limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Property, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property. All Fiber Optics Improvements presently existing on or hereafter constructed

on the Fiber Optics Easement Property shall remain the personal property of Seller. Seller shall be entitled to all revenues derived from all current and future agreements to which Seller is a party affecting the Fiber Optics Easement Property. No permanent building, structure or fence and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Seller.

[This reservation will be deleted from the Deed if the survey to be obtained by Buyer, pursuant to Article 1. of the Agreement, discloses that the Fiber Optic Improvements are not located on the Property or within five feet (5') of the boundary line of the Property.]

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. **Closing will occur on or before January 22, 2009 ("Closing Date").** The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 13. Eminent Domain.

The parties acknowledge that Buyer has the authority to condemn the Property under its power of eminent domain. Buyer represents that it will institute eminent domain proceedings in the event that Seller does not sell the Property upon the terms set forth in this Agreement. The parties further acknowledge that Seller intends to treat the sale of the Property as sold under imminent threat of condemnation, pursuant to Section 1033 of the Internal Revenue Code of 1986 (26 U.S.C.).

Article 14. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 15. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Rick Harris at the address listed on the bottom of the first page of this letter, **in order that it is received by Seller no later than November 3, 2008**. Please also indicate below how you wish to take title. If you should have any questions, please call Rick Harris at (402) 544-8588.

Sincerely,


Director - Real Estate

ACCEPTED AND AGREED THIS ____ DAY OF _____, 20__

CITY OF TOPEKA

By: _____

Its: _____

Title to the Property will be taken as follows:

If Corporation, State of incorporation:

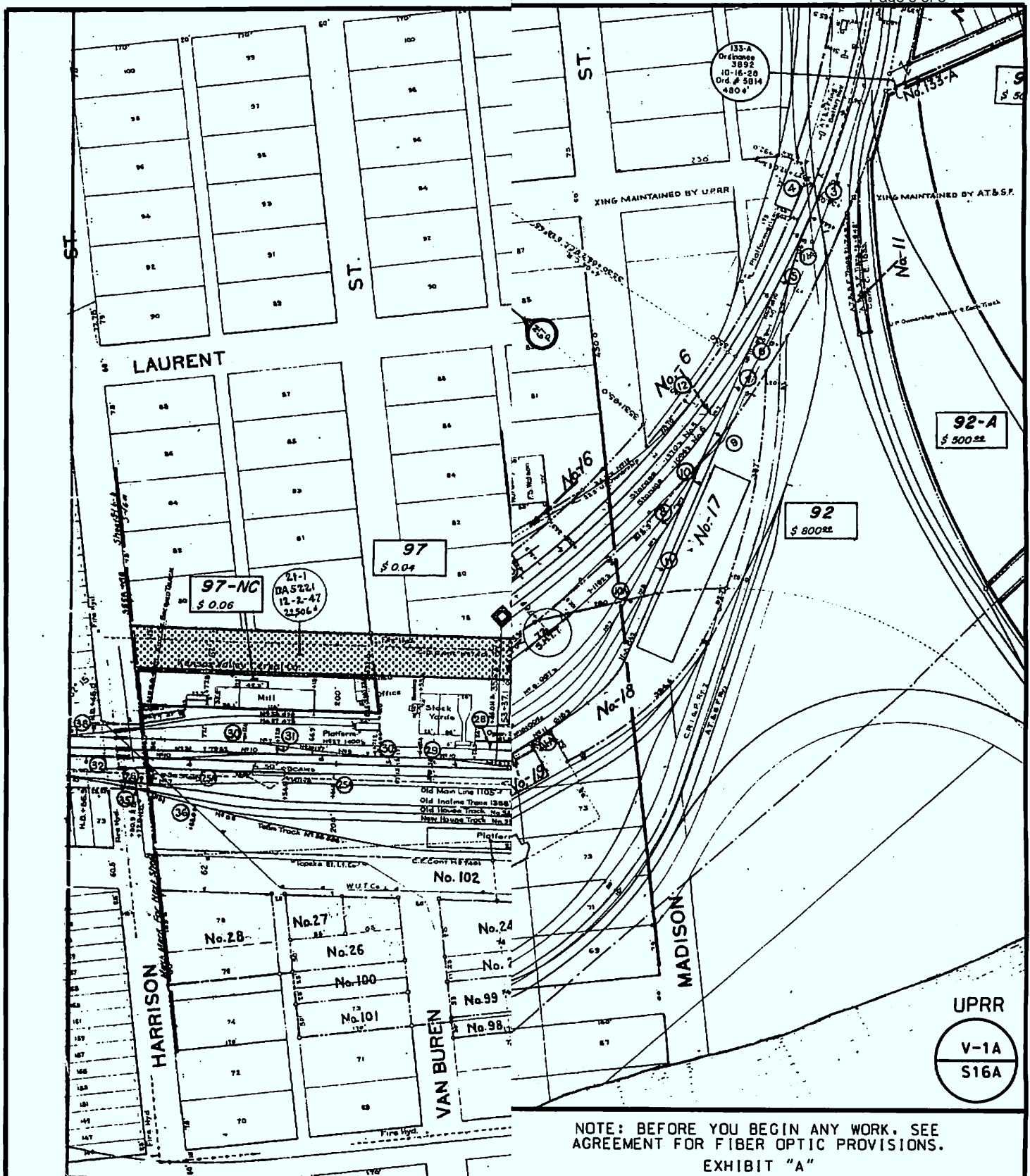
If Husband and Wife, indicate how title will be taken:

_____ Joint Tenants with rights of survivorship

_____ Tenants in Common

_____ Community Property

Mailing Address: _____



UNION PACIFIC RAILROAD COMPANY

TOPEKA, SHAWNEE COUNTY, KANSAS

M.P. 68 - KANSAS SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF TOPEKA

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4/7/2008

RLH FILE: 2496-05



APPRAISAL OF
NORRIS STREET - HARRISON TO MONROE
TOPEKA, KANSAS



Date of Inspection: March 11, 2008

Prepared by:
David W. Craig, MAI

**DAVID CRAIG & COMPANY, INC.
REAL ESTATE APPRAISING & COUNSELING**

DAVID W. CRAIG, MAI
DANIEL W. CRAIG, MAI
LYNN A. MICHAELSON, CAE

8500 SHAWNEE MISSION PARKWAY
SUITE L-5
MERRIAM, KANSAS 66202
(913)362-3222 * FAX (913)362-1321

March 17, 2008

CLIENT: City of Topeka, Kansas
Engineering Department
620 SE Madison Street
Topeka, Kansas 66607

APPRAISER: David W. Craig, MAI

SUBJECT: 62-Foot Wide Street Easement
Norris Street from Harrison to Monroe
Topeka, Kansas

VALUE CONCLUSION: **\$130,762**

TYPE OF APPRAISAL REPORT:

This is a summary appraisal report which is intended to comply with the recording requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analysis is retained in the appraiser's files. Further, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

Subject is a paved street running east and west in North Topeka.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide the appraiser's best estimate of the **Market Value** of the subject street easement as of the effective date. Market value is defined by the federal financial institutions regulatory agencies as follows:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].)

INTENDED USE OF REPORT:

The report is intended to aid the client, City of Topeka, in estimating value for renewal of lease or purchase of the property.

SCOPE OF THE APPRAISAL:

To inspect the property, identify use being made of easement, gather data and analyze data in regard to land sales in the area in order to estimate the ATF (across the fence) value of the area. A corridor valuation was not completed as no data on sales of corridors connecting to points was found. The scope of work included considerable investigation into the valuation of corridors such as the valuation of rail lines, pipelines, and streets of other properties that connect two different areas together. It is apparent that this type of valuation is becoming more important with the need for cable lines for TV and phone service as well as other utilities.

TYPE OF APPRAISAL & REPORT:

The type of appraisal is a complete appraisal with a summary report.

INTEREST VALUED:

The property interest valued is the valuation of the surface rights, which is what has been leased in the past. It should be noted that the old lease, a copy of which is included with the appraisal, gives the lessor the right to repossession of the property with 90 days notice whenever in the judgment of the lessor it becomes necessary or expedient for railroad purposes including warehouses, elevators or other structures.

DATE OF INSPECTION: March 11, 2008

VALUE CONCLUSION: \$130,762

UNUSUAL ASSUMPTIONS:

- That the street improvements are owned by the city and would not be included in the valuation.
- That a corridor valuation would not be significantly more than the value indicated by ATF (across the fence valuation).

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

- inspected the subject site;
- gathered information on comparable land listings and land sales;
- confirmed and analyzed the data and applied the Sales Comparison Approach.

The appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice. Cost and Income Approaches to value were not considered due to the nature of the subject.

This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

DESCRIPTION OF REAL ESTATE APPRAISED:

History of the Property: The property has not been sold in the last five years but was leased from Union Pacific Railroad over the last 25 years. It appears that Union Pacific obtained the property from Kansas Pacific Railway Company in January of 1871 by an unrecorded agreement document in Book 64, Page 456.

Flood Plain: The property is not located in a flood plain according to the FEMA map. It is protected from flood by the dike along the north side of the Kansas River.

Zoning: The property is zoned X3 which allows most industrial uses.

Neighborhood Description: The neighborhood in which the property is located is an area bordered on the east by the Union Pacific Railroad, on the south by the Kansas River, on the west by a line about 2 blocks west of Topeka Boulevard, and on the north by Gordon Street.

The area has a considerable amount of vacant land but the improvements generally are older industrial type properties with some retail along north Kansas Avenue and some older residential houses in the area which predate the flood control in the area and most are in poor condition.

The two most significant items in the area are the Overland Railroad Station which has been redone and is a museum of old railroad items, and the new flyover entry to the area south of the UP Railroad line off of the Kansas Avenue Bridge.

The UP Rail Line that originally cut off the area south of the railroad from entry when trains were passing through can now be accessed off the Kansas Avenue Bridge without need to cross the railroad tracks. This is a significant change as UP moves many trains per day along here loaded with coal from Wyoming and going to points east. This access makes not only the Station but also other properties located between the railroad and the river accessible at all times without waiting for a train to pass.

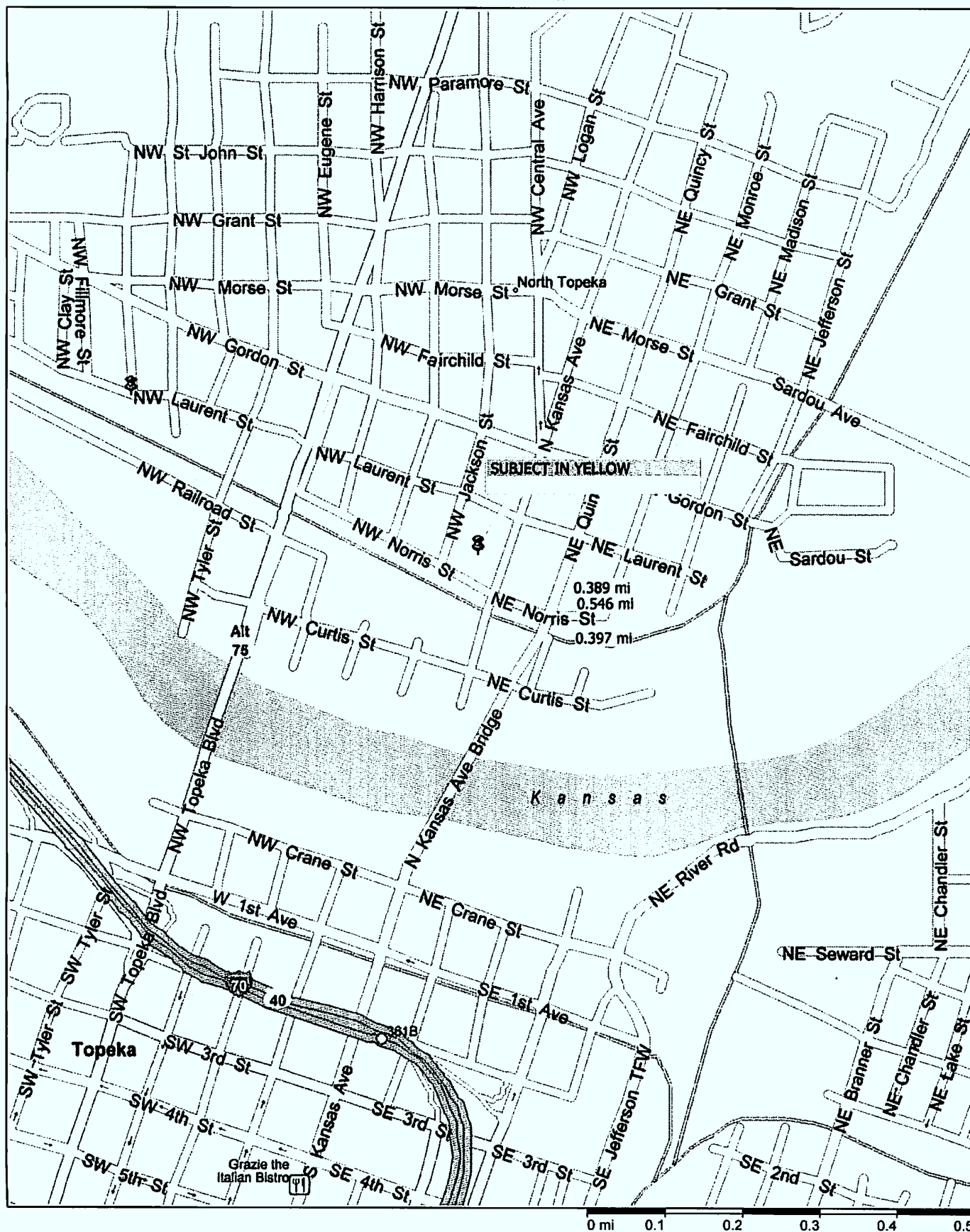
Property Location: The property is a 62-foot wide easement running from Monroe Street on the east to Harrison Street on the west. The total area with the easement as estimated by the Engineering Department and Union Pacific is 130,762 square feet or 2.84 acres. This would make the total area covered by the lease approximately 2,100 feet. As shown by the title report, the 62 feet was granted to the railroad as additional land north of the 400 feet granted originally. The records do not indicate when the street was constructed but it is shown on all city maps as a city street.

Industrial properties both north and south of the street have buildings located right up to the right of way and it provides the major point of entry to almost all of the businesses. The value of these properties would therefore be reduced significantly if the street were closed. Although it does provide a passage or road running east and west in the area, the major contribution would be to the properties lying adjacent to the street.

In addition to the surfaced street, the easement also provides a path for location of many utilities such as sewer, water, gas and other lines, which are laid below the street.

The property has been leased by the City for use as a highway from the Union Pacific for at least 25 years as shown by the attached lease document.

SUBJECT MAP



Aerial Map





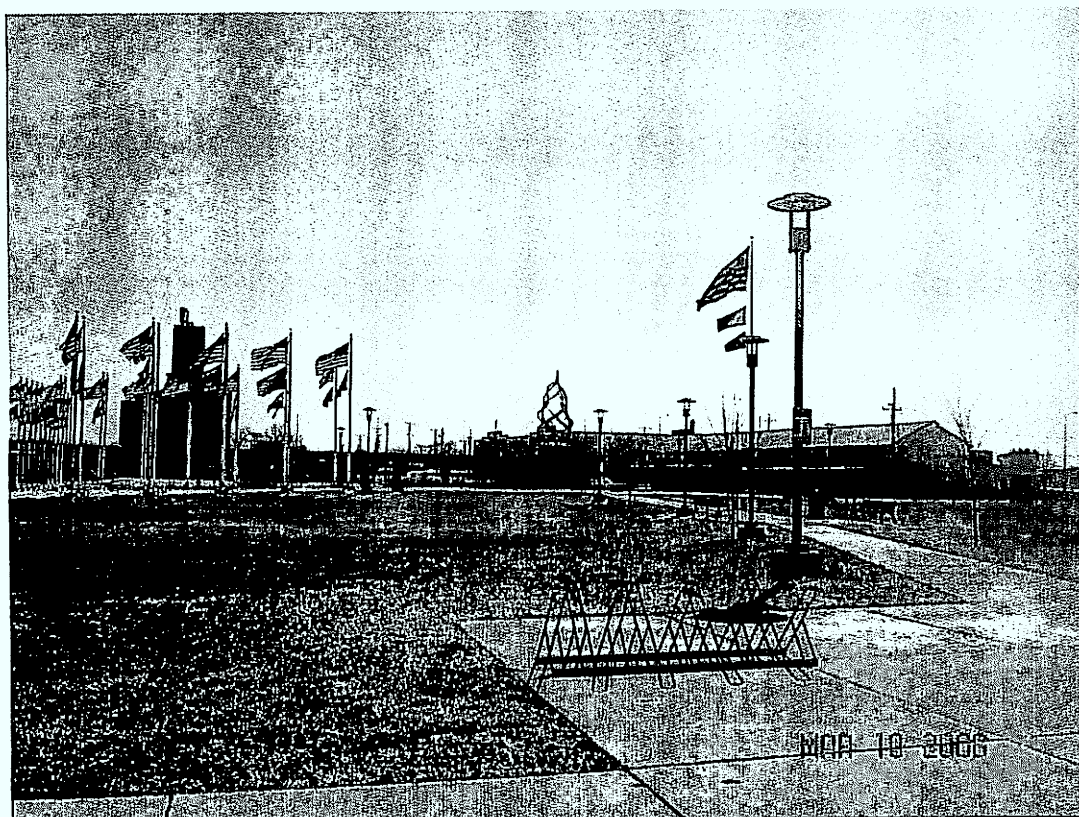
Looking west along railroad at rear of properties that front on Norris.



Looking east



Union Pacific Station – Now Overland Station



Flags and art work in front of station.

SITE DESCRIPTION:

The site is a level improved asphalt street with an easement width of 62 feet and a length of approximately 5 blocks or an estimated 2,100 feet. The site is improved with a 32 foot street that originally had a 7 or 8 inch concrete base with asphalt overlays through the years. The concrete was laid in 1956 so the street had been utilized as a public street at least from that time. It is in an area where the adjacent land is primarily zoned for industrial use and the property is generally being put to that use. The adjacent properties that use the street as the primary access to their property are as follows:

Seabrook Investment	310 NW Norris
Merilatt	300 NW Norris
Trustees of Carpenters	212 NW Norris
Schmidt Lumber	124, 206 & 212 NW Norris & 800, 801 N Kansas
Pennington	116 NW Norris
Kansas Gas Service	809 NE Quincy
City of Topeka (vacant tracts)	NW & NE Corner Norris & Quincy
Green-Brooks	218 NE Norris
Sharon Beckwith	811 NE Monroe

Any business on the south side of Norris has no other means of access as the railroad tracks are to the south of the buildings as shown from the pictures. Also the buildings south of the street are all located on railroad property so are leasehold improvements. Apparently, the street paving and other improvements in the 62 feet would also be considered leasehold improvements.

HIGHEST AND BEST USE:

Highest and best use as though vacant. Considering the proximity of the railroad and the existing industrial use in the area, the highest and best use of the property would be to provide access and utilities to industrial properties in the area.

Highest and best use as improved. The property is improved as a street with utilities located under the street in various locations. The highest and best use of the property if improved would be as improved with street and utilities. The street creates value to the adjacent properties that obtain access from it.

VALUATION PROCEDURE:

There are two techniques available know by the appraiser to value the property. The first is use the value of adjacent properties or across the fence value (ATF). The second would be to value it as a corridor, which provides access through an area for moving things from one point to another point, such as a railroad line or underground utility line or as in this case a street and underground utilities.

In the first method, the sales comparison method is used and the selling price of adjacent or nearby properties are used to estimate the value of the property. There are very few land sales in the area as the property to the south is railroad right of way and the improvements located on the land are in effect leasehold improvements. There are sales of properties to the north and some to the south of the railroad. However, this is a very old neighborhood, which is almost completely improved so there are not a lot of land sales and some are fairly old. The values in the area though do not appear to have improved much over time.

SALES COMPARISON APPROACH:

Site Valuation: Using Across the Fence (ATF) The site is valued by comparison with land sales in the area. These sales are over a long period of time, as properties in the area have not changed ownership very often. The big item in the area is the restored Overland Stage or old Union Pacific Station. Much of the properties that they use were donated to them so very few if any actual transactions occurred.

LAND SALES				
Sale	#1	#2	#3	#4
Comp ID	102395	102407	103479	208364
Address	116 NE Curtis	912 NW Polk	415 NE Gordon	SEC Topeka Ave & Curtis Sts.
Date	1996	1996	Aug-00	Apr-04
Price	\$20,000	\$200,000	\$20,000	\$17,500
Size	12,750	132,991	24,732	20,125
Price/SF	\$1.57	\$1.50	\$0.81	\$0.87
Adjustments				
Location	0%	0%	-10%	0%
Size	-10%	0%	-10%	-10%
Utilities	0%	0%	0%	0%
Time	10%	10%	0%	0%
Total	0%	10%	-20%	-10%
Indication	\$1.57	\$1.65	\$0.65	\$0.78

Land Sale #1 (Comp ID #102395) is the sale of a site at 116 NE Curtis Street in 1996. This is the location of the Rescue Mission, and the site sold for \$20,000 and contained 12,750 square feet. The sale price then indicates \$1.57 per square foot. The site is located about one block south of subject and is ½ block west of Kansas Avenue. It is now improved with a large building used by the Rescue Mission.

Land Sale #2 (Comp ID #102407) is the sale of a large part of a square block at 912 NW Polk. This property had been used by the Crain Company for storage of equipment that included moving cranes and material, and there are a minimum improvements on the property. The total site in the sale contained 132,991 square feet and the property sold for \$200,000 or \$1.50 per square foot in 1996.

Land Sale #3 (Comp ID #103479) is the sale of a site at 415 NE Gordon in August of 2000. This was a vacant site containing 24,732 square feet and sold for \$20,000 or \$0.81 per square foot. The property is on the south side of Gordon and is adjacent to the railroad.

Land Sale #4 (Comp ID #208364) is the sale of a site at the southeast corner of Topeka Avenue and Curtis Streets. It contained 20,125 square feet and sold at auction for \$17,500 or \$0.87 per square foot in April of 2004. It is located adjacent to the Topeka Avenue Bridge, which at this point is elevated and limits access and visibility to the property.

These sales indicate a value in the area around \$1.00 per square foot.

There is very little change in value in the area over the last 20 years. The adjustment to the older sales for time is probably inflation as much as anything.

The adjustment for location is due to location on a major street near a major intersection.

The lease proposed by Union Pacific is \$159,300 for 25 years. If no interest on the money was considered, that would be \$6,372 per year, and based on 130,762 square feet would be \$0.0487 per square foot per year. A typical return on investment for something like this might be 5%, which would indicate a value of \$0.975 per square foot. If the time value of money was taken into consideration, the payment of the rent up front would indicate a higher value per square foot.

Based on all of the data available, the appraiser estimates a value on the Norris Street right of way without considering the value of the street as it is assumed it is owned by the city is **\$130,762.**

COMPETENCY PROVISION: The appraiser has experience in appraising vacant land of this type in this marketplace.

Exposure Time: We estimate an exposure time of 12 Months

Marketing Time: We estimate a marketing time of 12 Months

Sincerely,



David W. Craig, MAI, CRE
Kansas State Certified #G21
Missouri State Certified #2003019124

ASSUMPTIONS AND LIMITING CONDITIONS.

- 1) This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.
- 2) I am not qualified to detect the presence of hazardous materials that may be present on the property. My value estimate is predicated on the assumption that there are no hazardous materials on or in the property that would cause a loss in value. No responsibility will be assumed for any such condition nor for any engineering expertise required to discover them. You are urged to retain an expert in this field.
- 3) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
- 4) This appraisal is also subject to our standard Assumptions and Limiting Conditions included at the end of this report.

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

The Appraisers Assume:

- That any legal descriptions furnished are correct;
- That the title to the property is good;
- That there are no encumbrances or defects of title other than those mentioned in this report;
- That the property free and clear of all liens;
- That the property will be managed efficiently and maintained properly;
- That any plans furnished are correct.

This report is submitted subject to the following conditions:

- That no survey of the property has been made by your appraiser and no liability is assumed on matters of a legal character affecting the property, such as title defects, overlapping boundaries, etc.
- Any sketches in this report are included to assist the reader in visualizing the property.
- The distribution of the total valuation between land and buildings applies only under the existing program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- All data used in this report has been obtained from sources believed to be reliable and has been verified in every possible instance. The accuracy of the data cannot be guaranteed, however.
- The land, and particularly the soil, of the area under appraisal appears firm and solid. Subsidence in the area is unknown or uncommon, but this appraiser does not warrant against this condition or occurrence.
- Testimony or attendance in court is not required by reason of this appraisal, with reference to the property in question, unless arrangements have previously been made therefore.
- Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, without the prior written consent and approval of the author.
- If the appraised property is a proposed project, the appraisal is subject to an inspection upon completion.

APPRAISER'S CERTIFICATE

**Appraisal of: NORRIS STREET –
HARRISON TO MONROE
TOPEKA, KANSAS**

I certify that, to the best of my knowledge and belief:

the statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the persons signing this certification.


David W. Craig, MAI, CRE
Kansas State Certified #G21
Missouri State Certified #2003019124

Did Inspect the Property ☒
Did Not Inspect the Property ☐

Date: 3/18/08

ADDENDUM

MAR. 10. 2008 4:55PM

CITY ENGINEERING DIV

NO. 376 P. 5

CITY OF TOPEKA

DUPLICATE ORIGINAL
HRRR COUNTERPART

Contract No. 12645

C.D. No. 36722-1-A

ADDENDUM TO AGREEMENT dated July 27, 1979
(hereinafter the Original Agreement), by and between UNION
PACIFIC RAILROAD COMPANY (Lessor) and CITY OF TOPEKA
(Lessee) covering lease of premises for highway purposes in
Topoka, Kansas, for a term of twenty-five (25) years
commencing July 27, 1979, unless sooner terminated as
therein provided. The Original Agreement is identified as
the records of the Lessor as Audit No. 104361 P. R. W.

Audit No. A 104361

IT IS MUTUALLY AGREED by and between the parties
to the Original Agreement as follows:

Section 1. AMENDMENT OF SECTION 2 OF THE ORIGINAL
AGREEMENT.

Effective as of July 27, 1979, the first three
lines of Section 2 of the Original Agreement shall be, and
hereby are, amended to read as follows:

"As a consideration for this lease, the
Lessee agrees to pay in advance to the Lessor a
rental of one thousand one hundred fifty-five
dollars (\$1,155.00) for the term hereof, to"

Section 2. AGREEMENT SUPPLEMENTAL.

This Agreement is supplemental to the Original
Agreement and nothing herein contained shall be construed as
amending or modifying the same except as herein specifically
provided.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed in duplicate as of the 28th
day of July, 1981.

Witness:

H. S. Ruge

UNION PACIFIC RAILROAD COMPANY,

By W. B. Grandt
General Manager

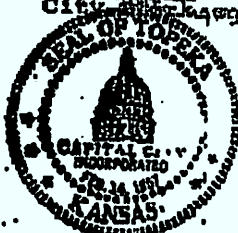
Attest:

Norma E. Ruge

CITY OF TOPEKA

By Chas. M. Ruge
Mayor

(Seal)



APPROVED AS TO FORM ONLY, NOT AS
TO CONTENT BY LEGAL DEPARTMENT

DATE 7/21/81 BY JE Ruge

MAR. 10. 2008 4:55PM

CITY ENGINEERING DIV

NO. 376 P. 6

CITY OF TOPEKA

Contract No. 12335

DUPLICATE ORIGINAL
U E R R Counterpart

Lease of Premises
for Highway Purposes
in Topeka, Kansas

C. P. No. 86722 Lease
Audit No. A 104361

THIS AGREEMENT, made and entered into as of the 27th day of July, 1979, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter the Lessor), and CITY OF TOPEKA, a municipal corporation of the State of Kansas (hereinafter the Lessee), WITNESSETH:

IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1. LEASE, TERM.

The Lessor hereby leases to the Lessee for a term of twenty-five (25) years effective as of the date first herein written, unless sooner terminated in accordance with the terms hereof, the premises shown outlined in yellow on the print dated January 5, 1981, marked Exhibit A, hereto attached.

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25yr

MAR. 10. 2008 4:56PM

CITY ENGINEERING DIV

NO. 376 P. 7

Section 2. RENTAL; TAXES; ASSESSMENTS; CONSTRUCTION; LIABILITY.

As a consideration for this Lease the Lessee agrees to pay in advance to the Lessor a rental of one thousand one hundred fifty-five dollars (\$1,550.00) for the term hereof; to assume all taxes and assessments levied upon the leased premises during the continuance of this Lease, not including taxes or assessments levied against the leased premises as a component part of the railroad property of the Lessor in the state as a whole; to construct and maintain the highway on the leased premises in accordance with plans and profiles submitted to and approved by the Chief Engineer of the Lessor before the work is commenced; to keep the leased premises free from combustible material; to plant no trees or shrubbery thereon without the previous written consent of the Lessor, and to erect no structures thereon except such as may be necessary for highway purposes; to put nothing upon the leased premises which might obstruct or interfere with the view; to provide, in locations and in accordance with plans approved by the Lessor before the work is commenced, such ditches, culverts, bridges, and other structures as may be necessary properly to care for the drainage from the leased premises and the adjoining right of way of the Lessor; and to hold the Lessor harmless from any and all damages to any of such structures on the leased premises arising from fire caused directly or indirectly by sparks or fire emitted from the engines or trains of the Lessor; and further to hold the Lessor harmless from any damages to the highway upon the leased premises which may result from the construction or maintenance of drainage ditches or waterways by the Lessor.

The Lessee shall, in the construction, maintenance, and improvement of the highway on the leased premises, take every precaution to prevent damage to, or the impairment of the stability of, the poles that are, or are likely to be, damaged or weakened because of the construction of such highway or the maintenance or improvement of the same, or shall reimburse the Lessor for the cost of resetting or relocating any such pole or poles if the Lessor elects to do the work itself.

Section 3. COST OF CHANGES.

In connection with the construction of the highway on the leased premises the Lessee shall assume the cost of any necessary changes within the limits of the right of way of the Lessor in the construction, grade, or drainage of highways or other roadways crossing the Lessor's right of way.

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CITY ENGINEERING DIV

NO. 376 P. 8

Section 4. REPOSSESSION FOR RAILROAD PURPOSES; SUBJECT TO MINERAL DEED DATED AS OF APRIL 1, 1971.

The Lessor reserves the right to take possession of all or any portion of the leased premises whenever the use thereof may become necessary or expedient, in the judgment of the Lessor, for railroad purposes, including the location of public or private warehouses, elevators, or other structures with the design to facilitate and promote traffic; PROVIDED, however, that in the event the Lessor elects to take possession of all or any portion of the leased premises in accordance with this reservation, it shall first serve upon the Lessee ninety (90) days' written notice of such election.

This Lease is made subject to deed dated as of April 1, 1971, whereby Lessor conveyed to Union Pacific Land Resources Corporation all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, such minerals by any means or methods suitable to Union Pacific Land Resources Corporation, its successors and assigns, but without entering upon or using the surface of the lands hereby leased, and in such manner as not to damage the surface of such lands or to interfere with the use thereof by the Lessor, its successors and assigns.

Section 5. RESERVATION OF RIGHT TO CROSS LEASED PREMISES WITH RAILROAD TRACKS.

The Lessor reserves the right to cross the leased premises with such railroad tracks as may be required for its convenience or purposes in such manner as not unreasonably to interfere with their use as a public highway. In the event the Lessor shall place tracks upon the leased premises in accordance with this reservation, it shall, upon completion of such tracks, restore the highway across the same to its former state of usefulness.

Section 6. USE OF LEASED PREMISES.

The Lessee shall not use the leased premises or permit them to be used except for the usual and ordinary purposes of a street or highway, and it is expressly understood and agreed that such purposes shall not be deemed to include the use by the Lessee, or by others, of the leased premises for railroad, street or interurban railway or other rail transportation purposes or for the construction or maintenance of electric power transmission lines, gas, oil or gasoline pipe lines.

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CITY ENGINEERING DIV

NO. 376 P. 9

Section 7. SUPERIOR RIGHTS.

This Lease is subject to all outstanding superior rights (including those in favor of licensees and lessees of the Lessor's property, and others) and to the right of the Lessor to renew and extend the same; and it is understood that nothing in this Lease contained shall be construed as a covenant to put the Lessee into possession or to protect the Lessee in the peaceable possession of such premises.

Section 8. SPECIAL ASSESSMENTS.

No special assessments for establishing or improving the highway located upon the leased premises are to be made against the adjacent railroad right of way of the Lessor, and the Lessee agrees to protect the Lessor against and save it harmless from such special assessments.

Section 9. CONSTRUCTION, MAINTENANCE AND RELOCATION OF FENCES AND BARRIERS.

The Lessee agrees that, at points where the Lessor at the date hereof maintains a fence on its right of way between its track and the inner margin of the leased premises, the Lessee will, at its own cost and expense, move such fence to the inner margin of the leased premises, and that, at points where the Lessor does not maintain a fence in such location, the Lessee will construct a fence on the inner margin of the leased premises when and where requested in writing by the Lessor. The Lessee further agrees to assume the responsibility of constructing or of making such arrangements as may be necessary with owners or lessees of property abutting upon the right of way along the line of such highway for constructing, maintaining and repairing fences on the outer margin of the Lessor's right of way, and to relieve the Lessor of all obligation, if any there be, to establish or maintain fences upon the outer margin of its right of way and of all expense incident to the construction, maintenance and repair of such fences. In the relocation of existing fences and in the construction of new fences in accordance with the provisions of this section, the Lessee shall, at its own cost and expense, also relocate or construct such wing fences that may be necessary and also any necessary connections with existing fences of the Lessor. All fences shall be in accordance with the standards of the Lessor and all work of relocating and constructing fences shall be done in a manner satisfactory to the Lessor.

At points where the highway is higher than or on the same level as or less than two (2) feet below the level of tracks of the Lessor and forms a curve convex to such tracks,

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CITY ENGINEERING DIV

NO. 376 P. 10

the Lessee, at its expense, shall construct and thereafter maintain substantial barriers on the track side of the highway so as to prevent vehicles moving from such highway or being overturned or thrown therefrom across the roadbed or tracks of the Lessor, and such barriers shall be of such nature, material, dimensions and strength as shall be approved by the Chief Engineer of the Lessor.

Section 10. PROTECTION OF REVERSIONARY INTERESTS.

For the purpose of protecting the reversionary interests of the Lessor against the assertion of adverse rights, the Lessee agrees to prevent encroachments upon the leased premises, and to this end will, at its own expense, take all necessary action, including as far as practicable the building of its ditches on and the borrowing of earth from the outer margin of the leased premises.

Section 11. TERMINATION ON DEFAULT.

If the Lessee should breach or fail to keep any of the covenants or conditions hereof, or fail to perform such covenants or conditions, or to remedy the same for thirty (30) days after written notice of such failure or breach on the part of the Lessee, given by the Lessor to the Lessee, then this Lease shall be null and void.

Section 12. TERMINATION ON NONUSER.

Nonuser by the Lessee of the leased premises for highway purposes continuing at any time during the term hereof for a period of eighteen (18) months shall, at the option of the Lessor, work a termination of this Lease and of all rights of the Lessee hereunder, and nonuser by the Lessee of a portion of the leased premises continuing for a like period shall, at the option of the Lessor, work a termination of all rights and interests of the Lessee with respect to such portion.

Section 13. RAILROAD PROTECTIVE LIABILITY INSURANCE.

The Lessee agrees that any contractor performing work contemplated hereunder shall be required to procure for and on behalf of the Lessor and to keep in effect, during the entire period of the operations of such contractor or any subcontractor, insurance of the kinds and amounts stated in the Railroad Protective Liability Form, marked Exhibit B, attached hereto, such insurance to be acceptable to the Lessor and to be in addition to any other forms of insurance or bonds required under the terms of any contracts between the Lessee and such contractor or subcontractors.

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CITY ENGINEERING DIV

NO. 376 P. 11

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The originals of all policies of insurance required under Exhibit B shall be furnished to the Lessor and shall be acceptable to and approved by the Lessor as to form, substance and execution and as to the insurer issuing such policy or policies. Such insurance shall be kept in effect until all of the work to be performed by such contractor or subcontractors shall have been completed and formally accepted by the Lessee.

Section 14. LESSEE NOT TO ASSIGN OR SUBLET.

This Lease is not to be assigned, nor is any portion of the leased premises to be sublet, without the written consent of the Lessor. The Lessee will surrender peaceable possession of the leased premises at the expiration of this Lease.

Section 15. SUCCESSORS AND ASSIGNS.

All covenants and agreements herein recited are made by the parties hereto for, and shall be binding upon, themselves and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the date first herein written.

Witness:

H. L. Page

Attest:

Norma E. Reed
City Clerk

(Seal)

APR 14 1937

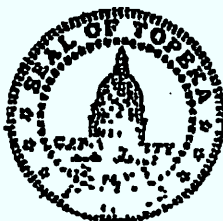
UNION PACIFIC RAILROAD COMPANY,

By W. H. Grandt
General Manager

CITY OF TOPEKA,

By Bill McElwain
Mayor

APR 14 1937



APPROVED AS TO FORM ONLY.
NOT AS TO CONTENT
BY LEGAL DEPARTMENT
DATE 4/14/37
BY [Signature]

h/w
25yr

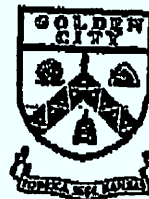
MAR. 10. 2008 4:56PM

CITY ENGINEERING DIV

NO. 376 P. 12

CITY OF TOPEKA

Office of City Clerk
Municipal Building
Topeka, Kansas 66603



May 18, 1981

The following is an excerpt of the Minutes from a meeting of the Board of Commissioners of the City of Topeka, Kansas, held on Tuesday, April 14, 1981, at 10:00 A.M.:

CONTRACT NO. 12335 between the City of Topeka and the Union Pacific Railroad Company, providing for a 25-year lease agreement for Norris Street from Harrison to Monroe, was presented.

Commissioner Alexander moved the contract be approved and the Mayor authorized to sign. Motion carried unanimously.

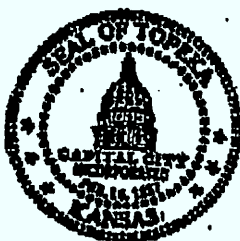
* * * * *

STATE OF KANSAS)
SHAWNEE COUNTY) SS

I, Betty L. Ingenthron, Deputy City Clerk of the City of Topeka, Kansas, County of Shawnee, do hereby certify that the above and foregoing is a true and correct copy of an excerpt of the Minutes from the regular meeting of the Board of Commissioners, held on Tuesday, April 14, 1981, at 10:00 A.M., as the same appears on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City at my office in Topeka, Kansas, this 18th day of May, 1981.

Betty L. Ingenthron
Betty L. Ingenthron, Deputy City Clerk



Lawyers Title of Topeka Inc.

Title Insurance And Real Estate Closing

February 25, 2008

Braxton Copley, Acting City Attorney
C/o City of Topeka Engineering Division
620 SE Madison, 2nd Floor
Topeka KS 66603
VIA HAND-DELIVERY

**RE: Our Case No. 24391
Ownership of Norris Street**

Dear Braxton,

On about February 15, E. "Rusty" Rakestraw with the Engineering Department contacted us, at your request, to determine the "ownership" of a portion of Norris Street, in North Topeka. The specific section in question, as we understand it, lies between Harrison Street and Monroe Street. Upon review of the relevant records filed in Shawnee County, I am of the opinion that Norris Street lies within the 400 foot tract deeded to Union Pacific Railway for right-of-way purposes.

The relevant documents contained within the Chain of Title are as follows:

1. Patent
 - a. United States of America to Julie Gonvil (aka Yonvil aka Pappan)
 - b. Dated May 19, 1874, filed February 22, 1881, in Book 72 Page 5
 - c. Covers property identified in Survey dated February 7, 1827, by A.L. Langham, recorded February 23, 1864, as set out in Book 72 Page 7, essentially Half Breed Kaw Lands, Reserve No. 4.
2. Warranty Deed
 - a. Lewis Pappan and Julia Pappan, husband and wife, to Wilson L. Gordon
 - b. Dated February 23, 1861, filed February 23, 1861, in Book 6 Page 37.

Hayden B. St. John
President

Christopher H. St. John
Executive Vice
President

Phone:
785-271-9500

Fax:
785-271-9599

E-mail:
hris_stjohn@ltopeka.com

Web Site:
www.ltopeka.com

5715 SW 21st Street
Topeka, KS
66604



- c. Covers approximately one hundred acres measured from the southeast corner of section/reserve 4, thence north 100 rods, thence east 160 rods to place of beginning (note: recorded description is incomplete)

3. Warranty Deed

- a. Lewis Pappan and wife Julia, to Union Pacific Railroad Company
- b. Dated November 28, 1863, recorded November 28, 1863, in Book 7 Page 610
- c. the right to construct and run said Rail Road, (over) a strip 100 feet in width, through Section four (4) Township eleven (11) of Range Sixteen (16) known as the half breed Kaw lands, together with so much of the above-described premises or lands immediately adjoining said Rail Road tract, on either side thereof as said company shall deem necessary for the purposes of locating and erecting Depots, engine or wood houses, water stations, stopping stages or Turrets; said lands to be taken for the purposes last above outlined, at such points immediately adjoining said Rail Road tract as said company shall choose to occupy for the purposes last above mentioned.

4. Warranty Deed

- a. Lewis Pappan and wife Julia, to Union Pacific Railroad Company, Eastern Division
- b. Dated August 2, 1865, recorded August 2, 1865, in Book 10 Page 86
- c. One Square Acre of Land situated in the North West Corner of a tract of Land, lying in the South West Quarter of Section or Rsserve Number Four (4) of the lands known as the Kansas Half Breed lands, ...described as follows, to wit: Beginning at the South East Corner of said Quarter Section, and running Northwards along the East line of said Quarter Section forth rods, more or less to the corner of the William Curtis Lands; thence West Seventy five rods, more or less along the line of lands owned by William Curtis aforesaid to a corner of land owned by Louis Pappan; thence South to the Kansas River, to a corner of land owned by William Curtis, thence along the bank of said River, to the point of beginning. (no restrictions on use)

5. Warranty Deed

- a. Wilson L. Gordon to Union Pacific Rail Road Company Easter Division
- b. Dated August 16, 1865, recorded August 16, 1865, in Book 10 Page 320

- c. A tract of Land...being a part of the South East Quarter of Section or Reserve Number Four in and of the Lands known as the Kansas Half Breed Lands...described as follows:
Commencing at a Stake in the West line of tract of one hundred acres belonging to the said Gordon being the South East corner of a tract of land conveyed by William Curtis and wife and Louis Jean Pierre Laurent and wife, to said Rail Road Company by deed dated August 28, 1865, and running thence in a curved line in an Easterly direction parallel with the center of the line of the Pacific Rail Road Eastern Division as now located, five hundred and thirty one feet and seven tenths of a foot ($531 \frac{7}{10}$ ft) to a Stake, thence in a Northerly direction four hundred feet (400 ft), thence westerly in a curved line parallel with the said Center line of said Railroad Five hundred and twenty-eight feet and three tenths of a foot ($528 \frac{3}{10}$ ft) to a Stake in the line between the lands of said Gordon and the said William Curtis being the North East corner of said land conveyed on the 28th day of August 1865 by William Curtis and wife and Louis Jean Pierre Laurent and wife, to said Rail Road Company; thence Southwardly to the point of commencement...Provided however that the said lands hereby granted shall be used and occupied by said Company for Rail Road uses and purposes.

6. Plat of Eugene
 - a. Wm Curtis, O.A (?) Curtis, Louise Clarissa Laurent, Louis Laurent (?) to the Public
 - b. Recorded March 30, 1867, in Plat Book 2 Page 20
 - c. Plat shows a curved section, 400 ft wide per plat notes, between Harrison Street and Monroe Street, as " Union Pacific Railway Eastern Division"
7. Agreement-NOTE: this is same as "unrecorded" document provided to us
 - a. Kansas Pacific Railway Company and City of Topeka
 - b. Dated January 31, 1871, recorded January 31, 1871 in Book 64 Page 456
 - c. 2 tracts:
 - i. A strip of land sixty-two (62) feet in width measuring from the north line and on the north side of the lands now owned and occupied by the said [railway] in said city, from Monroe Street to Harrison Street, and also
 - ii. A strip of land sixty-two (62) feet in width measuring from the south line and on the south side of said lands from Monroe Street to Harrison Street

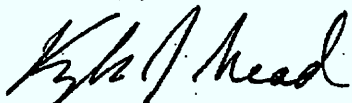
- iii. Subject to the conditions, limitations and reservations that [the Agreement] is not intended to convey to the the (sic) said [City] the title to or possession of said strips of land...but only to give the right of way subject to the limitations in this instrument.

But it is expressly understood and agreed and this grant is upon the condition, limitation and reservation that said [Railway] when ever in its judgment it shall be necessary for it to use the said premises or any part thereof may fully and freely do so and use and occupy the same for any Railway purposes...without payment of any damages or consideration therefore.

8. Ordinance No. 7710
- a. To vacate Norris Street between the west line of Van Buren Street and the east line of Harrison Street in the City of Topeka, Shawnee County, Kansas
 - b. Recorded December 4, 1947, in Book 966 Page 392
 - c. References tract as being wholly on the Northerly portion of Union Pacific Railroad Company's 400 foot right-of-way, and that certain agreement under date of January 31, 1871, referred to herein as Document No. 6.
9. Agreement-City Contract No. 5849
- a. Midwest Furniture Mart, Inc. and City of Topeka
 - b. Dated August 5, 1969, recorded October 3, 1969, in Book 1714 Page 386
 - c. For extending pavement between south edge of property on West Norris, west from the intersection of North Jackson and Norris to the west line of the Midwest Furniture Subdivision, at the sole cost of the first party.

We have included copies of these documents, reproduced as best we could. If you have any questions, please feel free to call.

Very truly yours,



Kyle J. Mead, Examining Attorney

Kjm

Encl: 10

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY

TOPEKA, SHAWNEE COUNTY, KANSAS

M.P. 68 - KANSAS SUB.

TO ACCOMPANY AGREEMENT WITH
EASEMENT TO CITY OF TOPEKA

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9/11/2005

NEBRASKA VALE: 9.
RLH FILE: 37-69

LEGEND:

ASSESSMENT AREA SHOWN.....

UPRRCO. R/W OUTLINED - - - - -

UPRACO. R/W OUTLINED
AREA TO BE APPRAISED=

130.762 sq. ft. +/-
EASEMENT AREA = 2.84 AC. +/-

130 / 62 sq. ft. +/-
EASEMENT AREA = 2.84 AC. +/-

CADD	37-69.DGN
------	-----------

CADD FILENAME	DATE	TIME	USER	DESCRIPTION

SCAN	P:/KS/UP/10/KS0428.tif
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[illegible]



A Capital City Government Working For You...

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 18, 2008

+ Back Print

DATE: December 2, 2008
CONTACT PERSON: JIM LANGFORD/KEJ **DOCUMENT #:**
SECOND PARTY/SUBJECT: WEEKLY EXPENDITURES **PROJECT #:**
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., allowing and approving City expenditures for the period of November 10, 2008, through November 16, 2008, and enumerating said expenditures therein. First and Final Reading.

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Adopt as presented.

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:

Approves expenditures for the period November 10, 2008, through November 16, 2008, in the amount of \$760,814.38.

SOURCE OF FUNDING:

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

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Norton N. Bonaparte Jr., allowing and approving City expenditures for the period of November 10, 2008, through November 16, 2008, and enumerating said expenditures herein.

BE IT ORDAINED BY THE GOVERNING BODY 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.

<u>Section 3.</u>	Total for 1637 vendor checks written in this period	\$372,290.93
	Total vendor checks voided in this period (net)	(000.00)
	Total electronic transfers to vendors in this period	388,523.45
	Total net payroll to employees this period	000.00
	Total payroll related electronic transfers this period	<u>000.00</u>
	Total for expenditures in this period	<u>\$760,814.38</u>

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 City Council _____.

ATTEST:

William W. Bunten, Mayor

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 30, 2008

+ Back Print

DATE: December 2, 2008
CONTACT PERSON: Terry Bertels **DOCUMENT #:**
SECOND PARTY/SUBJECT: Softball/Sports Facilities Reserve Fund **PROJECT #:**
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 102 Parks and Recreation
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Deputy Mayor Jeff Preisner concerning the Softball/Sports Facilities Reserve Fund amending the procedures established by Ordinance No. 16269 and repealing said ordinance. First Reading.

(Approval would authorize the City Manager to grant approval of expenditures recommended by the Topeka Softball Association.)

POLICY ISSUE:

This is a clean up Ordinance that will more closely adhere to the City Manager/Council form of government giving the City Manager authorization to approve expenditures from the Softball/Sports Facilities Reserve Fund.

STAFF RECOMMENDATION:

Approve the Ordinance.

BACKGROUND:

The Softball/Sports Facilities Reserve Fund was initiated under the Mayor/Council form of government and does not conform to the City Manager/Council form of government.

BUDGETARY IMPACT:

The Softball/Sports Facilities Reserve Fund generates on average \$14,000 per year.

SOURCE OF FUNDING:

\$40 surcharge per softball team that is placed into the Softball/Sports Facilities Reserve Fund.

ATTACHMENTS:

[Ordinance](#)

Item #21

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Deputy Mayor Jeff Preisner concerning the Softball/Sports Facilities Reserve Fund amending the procedures established by Ordinance No. 16269 and repealing said ordinance.

WHEREAS, on January 22, 1991, the City Council passed and approved City of Topeka Ordinance No. 16269 established a Softball/Sports Facilities Reserve Fund; and

WHEREAS, that ordinance required that a resolution be approved by the Council for expenditures from the fund to be granted; and

WHEREAS, it is desirable for the City Manager to have the authority to grant approval of expenditures.

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

Section 1. That there is hereby created a Softball/Sports Facilities Reserve Fund.

Section 2. The purpose of the Softball/Sports Facilities Reserve fund shall be to act as a depository for monies to be used for the repair, acquisition of land, design, renovation, replacement, construction or addition to softball/sports facilities.

Section 3. The Softball/Sports Facilities Reserve Fund may receive fees collected by the Parks and Recreation Department, as well as budgeted transfers from the Parks and Recreation Fund, or any other fund having available resources and the legal authority to be so transferred. All such transfers shall be subject to budget appropriations approved by the City Council.

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 7, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

[Back](#) [Print](#)

DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 7, 2008

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DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 6, 2008

[Back](#) [Print](#)

DATE: December 2, 2008

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available