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City Council Agenda

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

November 1, 2011
6:00 PM

Mayor: William W. Bunten

Councilmembers

Karen A. Hiller	District No. 1	Chad Manspeaker	District No. 6
John Alcala	District No. 2	Robert E. Archer	District No. 7
Sylvia E. Ortiz	District No. 3	Andrew P. Gray	District No. 8
Denise Everhart	District No. 4	Richard Harmon	District No. 9
Larry Wolgast	District No. 5		

Interim City Manager: Daniel R. Stanley

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) consecutive 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

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. **PROCLAMATIONS:**
"National American Indian Heritage Month"
2. **PRESENTATIONS:**
"None scheduled at this time."
3. **ROLL CALL:**
4. **CONSENT AGENDA:**

A. Denial of Tort Claim - Charles Griffin

DENIAL OF TORT CLAIM for Charles Griffin in the amount of \$500,000 for injuries suffered in lost wages and diminished future income resulting from and incurred and anticipated medical expenses required by a fall into an allegedly uncovered water meter box at 7430 SW 26th Court on January 19, 2010.

(Approval would affirm the City Attorney's recommendation to deny the claim.)

B. Denial of Tort Claims - Rebecca and Shannon Esopi

DENIAL OF TORT CLAIMS for Rebecca and her minor child, Shannon Esopi in the combined amount of \$761,017.21 (\$532,198.21 and \$228,819, respectively) for past and future medical expenses; pain and suffering; mental anguish; disfigurement; permanent disabilities; lost wages; and diminished earning capacity attributable to an accident in which they were passengers in a vehicle struck from behind by a City truck operated by a Water Division employee on July 29, 2009.

(Approval would affirm the City Attorney's recommendation to deny the claim and allow it to be litigated.)

C. Denial of Tort Claim - Kathy Petty

DENIAL OF TORT CLAIM for former Deputy Fire Chief Kathy Petty in the total amount of \$1,310,918 for alleged sex discrimination and retaliatory conduct in connection with the elimination of a Deputy Chief position as part of a budget-cutting reduction in force operation in 2010; and the failure to re-hire her to a position for which she felt qualified in 2011.

(Approval would affirm the City Attorney's recommendation to deny the claim and allow it to be litigated.)

D. MINUTES of the regular meeting of October 25, 2011

E. APPLICATIONS:

5. UNFINISHED BUSINESS:

A. Settlement Proposal - Llizo

APPROVAL of a Settlement Proposal in the amount of \$132,500 from the City of Topeka and request for the City Council to authorize the settlement of Llizo vs. City of Topeka Case No. 11-2302 under the terms and conditions negotiated and agreed upon by the parties. *(Deferred from the meeting of October 18, 2011.)*

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow for settlement of lawsuit without further litigation.)

B. Charter Ordinance - Abandoned Cemeteries

 [ATTACHMENTS](#)

A CHARTER ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing City of Topeka Code Sections A5-16, A5-17, A5-18, and A5-19, as established by Charter Ordinance No. 1, all concerning abandoned cemeteries. **Final Reading.**

Voting Requirement: 2/3 majority vote of the Governing Body.

(Approval would repeal portions of Charter Ordinance No. 1 concerning abandoned cemeteries.)

C. Charter Ordinance - Alcoholic Liquor

 [ATTACHMENTS](#)

A CHARTER ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing City of Topeka Code Section A3-1, as established by Charter Ordinance No. 58, concerning consumption of alcoholic liquor on certain municipal property. **Final Reading.**

Voting Requirement: 2/3 majority vote of the Governing Body.

(Approval would repeal a portion of Charter Ordinance No. 58 concerning the consumption of alcoholic liquor on certain property owned by the City including the Municipal Auditorium, Topeka Zoological Park, Ward Meade Home and Gardens, Helen Hocker and Performing Arts Center.)

D. Charter Ordinance - Cash Basis Law

 [ATTACHMENTS](#)

A CHARTER ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing City of Topeka Code Section A15-4, as established by Charter Ordinance No. 28, concerning the cash basis law. **Final Reading.**

Voting Requirement: 2/3 majority vote of the Governing Body.

(Approval would repeal a portion of Charter Ordinance No. 28 concerning the cash basis law.)

E. Project Budget and Ordinance - Kanza Fire Commerce Park Innovation Parkway Project No. T-601025.00

 [ATTACHMENTS](#)

A PROJECT BUDGET in the amount of \$2,947,500 and **AN ORDINANCE** introduced by Interim City Manager Daniel R. Stanley, authorizing Project No. T-601025.00, which provides for construction of Innovation Parkway, as more specifically described herein. **Final Reading.** *(Council District No. 5)*
(First Reading of the ordinance was presented September 13, 2011.)

(Approval would authorize construction of a new street serving the Kanza Fire Commerce Park. The project would be funded entirely by the Kansas Department of Transportation and provides for design, site preparation, pavement with curbs and

gutters, storm drainage system, sidewalks, railroad crossing, street lighting and landscaping.)

F. Project Budget and Ordinance - Railroad Spur Improvement Project No. T-861004.00

 [ATTACHMENTS](#)

A PROJECT BUDGET in the amount of \$2,153,640 and **AN ORDINANCE** introduced by Interim City Manager Daniel R. Stanley, relating to and authorizing Project No. T-861004.00 which provides for construction of a railroad spur to Kanza Fire Commerce Park, as more specifically described herein. **Final Reading.** (Council District No. 5) (First Reading of the ordinance was presented September 13, 2011.)

(Approval would authorize construction of a rail spur serving the Kanza Fire Commerce Park. The project would be entirely funded by the Kansas Department of Transportation in the amount of \$1,098,361 and Mars, Inc., in the amount of \$1,055,279, providing for design, site preparation, storm drainage and construction.)

6. NEW BUSINESS:

A. Demolition Permit Appeal - 209 and 211 SW 6th Avenue

 [ATTACHMENTS](#)

A DEMOLITION PERMIT APPEAL of the structures located at 209 and 211 SW 6th Avenue in the City of Topeka pursuant to City Code 80-4. (Council District No. 1)

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow for the authorization of the demolition of the structures if they are determined by the Governing Body that there are no feasible alternatives to the proposed demolitions, and that planning to minimize harm to the surrounding historic environs has been made.)

B. Demolition Permit Request - 926, 928, 930 and 934 S. Kansas Avenue

 [ATTACHMENTS](#)

A DEMOLITION PERMIT REQUEST submitted by Hunter Glen, L.L.C., for properties located at 926, 928, 930 and 934 S. Kansas Avenue, and within the 500 foot historical environs established by the State of Kansas for the Memorial Building, the Gordon Building, and the Tinkham-Veale Building, all listed on the Register of Historic Kansas Places and the National Register of Historic Places. (Council District No. 1)

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(The Topeka Landmarks Commission has determined that these properties are character-defining features of the environs of the Memorial Building, the Gordon Building, and the Tinkham-Veale Building in terms of their spatial relationships, massing and scale, architecture, period of development, and historical use, and therefore, their demolition would encroach upon, damage, and destroy the historical integrity of each State and Nationally listed historic property. The Governing Body must determine that no feasible alternatives exist to the proposed demolitions before a demolition permit may be issued.)

C. Ordinance - Weekly Expenditures - October 10-16, 2011

 [ATTACHMENTS](#)

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of October 10, 2011, through October 16, 2011, and enumerating said expenditures therein. **First and Final Reading.**

D. Applications - Retail Cereal Malt Beverage License

APPROVAL of Retail Cereal Malt Beverage License Applications.

Voting Requirement: Majority of the Governing Body, including the Mayor.

(Pursuant to K.S.A. 41-2702 application for license must be approved by the Governing Body prior to the issuance of the license.)

7. FIRST READINGS:

A. Ordinance - Stormont Vail Healthcare, Inc. (Z11/19)

 [ATTACHMENTS](#)

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC) by providing for certain changes in zoning on property located at 1815 SW 9th Street from "M-1" Two Family Dwelling District TO "MS-1" Medical Service District. First Reading. (Z11/19) (Council District No. 1)

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow this vacant lot to be developed for a parking lot that would serve nearby Stormont Vail medical facilities.)

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
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September 26, 2011

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DATE:	November 1, 2011	
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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SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

"National American Indian Heritage Month"

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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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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CIP PROJECT:	No	
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STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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DATE:	November 1, 2011	
CONTACT PERSON:	Ken Benjamin, Assistant City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Charles Griffin/Tort Claim	PROJECT #:
CATEGORY/SUBCATEGORY	005 Claims / 006 Appeals	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

DENIAL OF TORT CLAIM for Charles Griffin in the amount of \$500,000 for injuries suffered in lost wages and diminished future income resulting from and incurred and anticipated medical expenses required by a fall into an allegedly uncovered water meter box at 7430 SW 26th Court on January 19, 2010.

(Approval would affirm the City Attorney's recommendation to deny the claim.)

POLICY ISSUE:

Whether there was any negligence on the part of the City so as to constitute liability relative to a displaced water meter lid on which there had been no report of any problems until after the accident and no activity involving any employee at the site in question for more than 30 days preceding the incident

STAFF RECOMMENDATION:

Denial of Claim

BACKGROUND:

Charles Griffin, a Shawnee County refuse worker, injured his back, neck and left knee from purportedly stepping into an uncovered water meter box while collecting trash on January 19, 2010. The first notice of this was a call from his supervisor at 10:44 a.m. that day stating that the lid was very loose and that one of his personnel had fallen in. A Water Division repair crew was sent out immediately. There were no work order request on file going back as far as August 2008 and the last inspection by a City meter reader on December 17, 2009, noted no deficiencies. A scheduled reading on January 14, 2010, did not detect a problem.

because of bad weather, necessitating a meter estimate. With more than 25,000 of these lids in the City and the amount of vandalism and theft, maintenance action is dependent upon monthly reads and call-ins advising of a service need. The normal accepted standard for liability in these situations is the failure to respond within a reasonable period of time following awareness of the existence of a matter requiring attention.

BUDGETARY IMPACT:

None, if denied.

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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DATE:	November 1, 2011	
CONTACT PERSON:	Ken Benjamin, Assistant City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Rebecca and Shannon Esopi	PROJECT #:
CATEGORY/SUBCATEGORY	005 Claims / 006 Appeals	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

DENIAL OF TORT CLAIMS for Rebecca and her minor child, Shannon Esopi in the combined amount of \$761,017.21 (\$532,198.21 and \$228,819, respectively) for past and future medical expenses; pain and suffering; mental anguish; disfigurement; permanent disabilities; lost wages; and diminished earning capacity attributable to an accident in which they were passengers in a vehicle struck from behind by a City truck operated by a Water Division employee on July 29, 2009.

(Approval would affirm the City Attorney's recommendation to deny the claim and allow it to be litigated.)

POLICY ISSUE:

Whether the current damages being sought in a rear-end accident in which a City employee was at fault are reasonable, so as to justify payment of a settlement.

STAFF RECOMMENDATION:

Approve denial of the claim at this time.

BACKGROUND:

Rebecca Esopi, an employee in Code Enforcement, and her then 15 year-old daughter, Shannon, were passengers in a car driven by their husband and father, Anthony, which was stopped eastbound in the 4700 block of SW 21st Street waiting to turn left onto SW Hope at approximately 1:40 p.m. on the afternoon of Wednesday, July 29, 2009. A City truck operated by Water Distribution employee, Paul Ziegler, who was cited for Inattentive Driving, impacted the Esopi vehicle from behind. The injuries to the Esopi passengers consisted primarily of neck and back strain, but combined medical expenses reached nearly \$400,000.

(\$30,517.21 + \$8,819.00). A property settlement of \$2,051.23 has already been made for damages to their 1997 Buick Skylark, which was actually owned at the time by another Code Enforcement employee (since retired), Sandra Cline. Since liability has been established, the only issue is that of reasonableness of the damages being sought, based upon the injuries sustained. So far, no agreement has been reachable on that

BUDGETARY IMPACT:

If paid, the combined statutory limit of \$500,000 as a single occurrence

SOURCE OF FUNDING:

Utility Enterprise Fund

ATTACHMENTS:

No Attachments Available



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DATE:	November 1, 2011	
CONTACT PERSON:	Ken Benjamin, Assistant City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Kathy Petty	PROJECT #:
CATEGORY/SUBCATEGORY	005 Claims / 006 Appeals	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

DENIAL OF TORT CLAIM for former Deputy Fire Chief Kathy Petty in the total amount of \$1,310,918 for alleged sex discrimination and retaliatory conduct in connection with the elimination of a Deputy Chief position as part of a budget-cutting reduction in force operation in 2010; and the failure to re-hire her to a position for which she felt qualified in 2011.

(Approval would affirm the City Attorney's recommendation to deny the claim and allow it to be litigated.)

POLICY ISSUE:

Whether there was any negligence, discrimination, or other unlawful conduct on the part of the City in conjunction with the elimination of a Deputy Fire Chief position as part of a city-wide reduction in force involving multiple workers in 2010 or the failure to rehire that individual to another position for which she applied in 2011.

STAFF RECOMMENDATION:

Denial of the claim.

BACKGROUND:

The Deputy Fire Chief position held by Kathryn Marie Petty, was eliminated along with numerous other positions in a budget-driven workforce reduction in force in early 2010. She filed a discrimination complaint with the Kansas Human Rights Commission, which is still pending. Meanwhile, she was among the applicants for a vacant Training Officer position in the Department earlier this year who were not hired. In her complaint through an attorney on September 21, 2011, she specifically requested City Council review of her stated damages of \$159,800 in lost income and benefits; \$601,118 in future diminished income; and

benefits; mental anguish valued at \$300,000; and estimated legal fees of \$250,000.

BUDGETARY IMPACT:

If paid as a negligence or intentional tort case, the statutory limit under KTCA of \$500,000.

SOURCE OF FUNDING:

Special Liability Fund.

ATTACHMENTS:

No Attachments Available



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DATE:	November 1, 2011	
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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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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DATE:	November 1, 2011	
CONTACT PERSON:	Catherine Walter, Acting City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Lizo v. City; Civil Action No. 11-2302- JWL/DJW	PROJECT #:
CATEGORY/SUBCATEGORY	011 Lawsuits / 001 State Court	
CIP PROJECT:	No	
ACTION OF COUNCIL:	JOURNAL #:	PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Settlement Proposal in the amount of \$132,500 from the City of Topeka and request for the City Council to authorize the settlement of Llizo vs. City of Topeka Case No. 11-2302 under the terms and conditions negotiated and agreed upon by the parties. (Deferred from the meeting of October 18, 2011.)

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow for settlement of lawsuit without further litigation.)

POLICY ISSUE:

Whether the case should be settled under the terms and conditions that will alleviate the need to continue litigating the matter and incurring additional expenses. The City Council must approve any settlement over \$10,000.

STAFF RECOMMENDATION:

Approve the settlement proposal request.

BACKGROUND:

Settlement of this lawsuit under terms and conditions negotiated by the parties will limit the exposure to the City to an adverse judgment and will cut off any future expenses associated with the litigation and possible larger award to the other party.

BUDGETARY IMPACT:

\$132,500.00

SOURCE OF FUNDING:

Special Liability Fund

ATTACHMENTS:

No Attachments Available



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DATE:	November 1, 2011		
CONTACT PERSON:	Judy Olander, Assistant City Attorney	DOCUMENT #:	
SECOND PARTY/SUBJECT:	Charter Ordinance - Adandoned Cemeteries	PROJECT #:	
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 159 Charter		
CIP PROJECT:	No		
ACTION OF COUNCIL:	10-25-11 First Reading	JOURNAL #:	11
		PAGE #:	

DOCUMENT DESCRIPTION:

A CHARTER ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing City of Topeka Code Sections A5-16, A5-17, A5-18, and A5-19, as established by Charter Ordinance No. 1, all concerning abandoned cemeteries. Final Reading.

Voting Requirement: 2/3 majority vote of the Governing Body.

(Approval would repeal portions of Charter Ordinance No. 1 concerning adandoned cemeteries.)

POLICY ISSUE:

Whether or not to pass and approve the ordinance.

STAFF RECOMMENDATION:

Pass and approve.

BACKGROUND:

In a recent review of City Code provisions, it was found that this charter ordinance does not serve any purpose but actually confuses ordinary ordinances and/or controlling Kansas statutes. Abandonment of cemeteries is governed by state law (K.S.A. 17-1366, *et seq.*) with oversight by the Attorney General's office.

BUDGETARY IMPACT:

Item #12

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Charter Ordinance](#)

(Published in the Topeka Metro News _____ and _____)

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, repealing City of Topeka Code § A5-16, § A5-17, § A5-18, and § A5-19, as established by Charter Ordinance No. 1, all concerning abandoned cemeteries.

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

Section 1. That section A5-16, established by Charter Ordinance No. 1, of the Code of the City of Topeka, Kansas, is hereby repealed.

~~Declaration by resolution—Notice.~~

~~That the board of commissioners of the City of Topeka, after notice and public hearing and determining that any certain cemetery within the corporate limits of the City of Topeka, Kansas, has been abandoned and that no bodies have been interred therein within five consecutive years prior to the date of said hearing, may by resolution declare said cemetery to be abandoned. The city clerk shall publish said notice in the official paper of the city for two consecutive days, the last publication to be at least one week prior to the date set for said hearing.~~

Section 2. That section A5-17, established by Charter Ordinance No. 1, of the Code of the City of Topeka, Kansas, is hereby repealed.

~~Publication of resolution in newspaper.~~

~~That said resolution declaring a certain cemetery to be abandoned shall be published once in the official city newspaper.~~

Section 3. That section A5-18, established by Charter Ordinance No. 1, of the Code of the City of Topeka, Kansas, is hereby repealed.

~~Cemetery deemed park property.~~

~~From and after the passage and publication of said resolution, it shall be unlawful for any person, firm or corporation to cause any bodies or corpses to be interred in said~~

31 ~~cemetery, and the department of parks shall thereafter operate, maintain and care for~~
32 ~~the property within such cemetery as a memorial park and the property shall for such~~
33 ~~purpose be considered to be park property, [and] the expense of said operation, care,~~
34 ~~and maintenance shall be paid from the park or recreation fund of the City of Topeka~~
35 ~~Park Department.~~

36 Section 4. That section A5-19, established by Charter Ordinance No. 1, of the
37 Code of the City of Topeka, Kansas, is hereby repealed.

38 **Reclaiming of operation by owners.**

39 ~~In the event that the owners of the land within a cemetery so declared to be~~
40 ~~abandoned as provided in section 2 [A5-17] of this ordinance, shall desire to reclaim the~~
41 ~~operation of any such cemetery, then said owners may file with the board of~~
42 ~~commissioners proof of their ownership in the form of a certificate of title certified by a~~
43 ~~licensed and bonded abstractor to be approved as to form by the city attorney together~~
44 ~~with an affidavit declaring the intent of said owner or owners to reclaim the operation of~~
45 ~~said abandoned cemetery and to pay the expenses which have been incurred by the~~
46 ~~City of Topeka in the operation, care and maintenance thereof. Upon receipt of said~~
47 ~~certificate of title, affidavit and the payment of such expenses, the board of~~
48 ~~commissioners shall, by resolution, declare said cemetery to be operational and shall~~
49 ~~cease to continue the operation, care and maintenance thereof.~~

50 Section 5. This Ordinance shall be published once each week for two (2)
51 consecutive weeks in the official City newspaper.

52 Section 6. This Charter Ordinance shall take effect sixty-one (61) days after
53 final publication unless a sufficient petition for a referendum is filed and a referendum
54 held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3),
55 of the Kansas Constitution, in which case this Charter Ordinance shall become effective
56 if approved by a majority of the electors voting therein.

Brenda Younger, City Clerk

STATEMENT OF MANNER OF ADOPTION OF FOREGOING

The foregoing Charter Ordinance No. _____ was passed on the _____ day of _____, 2011, as shown by the minutes, Book _____ Page _____, by a vote of _____ for and _____ against, being not less than two-thirds (2/3) of the members-elect of the governing body, published in the Topeka Metro News, the official city newspaper, on the _____ day of _____, 2011, and on the _____ day of _____, 2011, being once each week for two (2) consecutive weeks, and there being no petition demanding a referendum filed with the City Clerk within sixty (60) days after the final publication, said Charter Ordinance took effect on the _____ day of _____, 2011.

Brenda Younger, City Clerk

CERTIFICATE

CITY OF TOPEKA)
COUNTY OF SHAWNEE) ss:
STATE OF KANSAS)

I, Brenda Younger, City Clerk of the City of Topeka, County of Shawnee, State of Kansas, do hereby certify that the above and foregoing, consisting of ____ typewritten pages, including the page upon which this Certificate is written, is a full true and correct copy of Charter Ordinance No. _____ of the said City of Topeka, that all acts and things required by Article 12, Section 5 of the Constitution of the State of Kansas were done and performed in the manner and within the time prescribed and that said Ordinance became effective on the _____ day of _____, 2011.

Brenda Younger, City Clerk



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Council Action Form

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214 SE 8th Street
Topeka, Kansas 66603

October 19, 2011

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DATE:	November 1, 2011		
CONTACT PERSON:	Judy Olander, Assistance City Attorney	DOCUMENT #:	
SECOND PARTY/SUBJECT:	Alcoholic consumption on municipal property	PROJECT #:	
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 159 Charter		
CIP PROJECT:	No		
ACTION OF COUNCIL:	10-25-11 First Reading	JOURNAL #:	11
		PAGE #:	

DOCUMENT DESCRIPTION:

A CHARTER ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing City of Topeka Code Section A3-1, as established by Charter Ordinance No. 58, concerning consumption of alcoholic liquor on certain municipal property. Final Reading.

Voting Requirement: 2/3 majority vote of the Governing Body.

(Approval would repeal a portion of Charter Ordinance No. 58 concerning the consumption of alcoholic liquor on certain property owned by the City including the Municipal Auditorium, Topeka Zoological Park, Ward Meade Home and Gardens, Helen Hocker and Performing Arts Center.)

POLICY ISSUE:

Whether or not to pass and approve the ordinance.

STAFF RECOMMENDATION:

Pass and approve

BACKGROUND:

In a recent review of City Code provisions, it was found that this charter ordinance does not serve any purpose but actually confuses ordinary ordinances and/or controlling Kansas statutes. This Charter Ordinance is duplicative of the ordinary ordinance codified at TMC 9.15.020, which will soon need to be revised because of issues related to the parks and recreation departments consolidation. Item #13

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Charter Ordinance](#)

(Published in the Topeka Metro News _____ and _____)

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, repealing City of Topeka Code § A3-1, as established by Charter Ordinance No. 58, concerning consumption of alcoholic liquor on certain municipal property.

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

Section 1. That section A3-1, established by Charter Ordinance No. 58, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~On certain municipal property.~~

~~It shall be lawful for any person authorized by the city, and not otherwise prohibited by the laws of the State of Kansas, to drink and consume alcoholic liquor within the confines of certain buildings located on certain real property, title of which is vested in the City of Topeka, Kansas, to wit: Municipal Auditorium, Topeka Zoological Park, Ward Meade Home and Gardens, Helen Hocker Performing Arts Center and Stormont Vail Regional Medical Center; provided that no charge is made by the lessee for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance co-mixed with any alcoholic liquor; and that no sale of alcoholic liquor in violation of K.S.A. 41-803 takes place on said city property.~~

Section 2. This Ordinance shall be published once each week for two (2) consecutive weeks in the official City newspaper.

Section 3. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Kansas Constitution, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting therein.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

Brenda Younger, City Clerk

STATEMENT OF MANNER OF ADOPTION OF FOREGOING

The foregoing Charter Ordinance No. _____ was passed on the _____ day of _____, 2011, as shown by the minutes, Book _____ Page _____, by a vote of _____ for and _____ against, being not less than two-thirds (2/3) of the members-elect of the governing body, published in the Topeka Metro News, the official city newspaper, on the _____ day of _____, 2011, and on the _____ day of _____, 2011, being once each week for two (2) consecutive weeks, and there being no petition demanding a referendum filed with the City Clerk within sixty (60) days after the final publication, said Charter Ordinance took effect on the _____ day of _____, 2011.

Brenda Younger, City Clerk

CERTIFICATE

CITY OF TOPEKA)
COUNTY OF SHAWNEE) ss:
STATE OF KANSAS)

I, Brenda Younger, City Clerk of the City of Topeka, County of Shawnee, State of Kansas, do hereby certify that the above and foregoing, consisting of _____ typewritten pages, including the page upon which this Certificate is written, is a full true and correct copy of Charter Ordinance No. _____ of the said City of Topeka, that all acts and things required by Article 12, Section 5 of the Constitution of the State of Kansas were done and performed in the manner and within the time prescribed and that said Ordinance became effective on the _____ day of _____, 2011.

Brenda Younger, City Clerk



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Topeka, Kansas 66603

October 19, 2011

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DATE:	November 1, 2011	
CONTACT PERSON:	Judy Olander, Assistant City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Charter Ordinance - Cash Basis Law	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 159 Charter	
CIP PROJECT:	No	
ACTION OF COUNCIL:	10-25-11 First Reading	JOURNAL #: 11
	PAGE #:	

DOCUMENT DESCRIPTION:

A CHARTER ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing City of Topeka Code Section A15-4, as established by Charter Ordinance No. 28, concerning the cash basis law. Final Reading.

Voting Requirement: 2/3 majority vote of the Governing Body.

(Approval would repeal a portion of Charter Ordinance No. 28 concerning the cash basis law.)

POLICY ISSUE:

Whether or not to pass and approve the ordinance

STAFF RECOMMENDATION:

Pass and approve

BACKGROUND:

In a recent review of City Code provisions, it was found that this charter ordinance does not serve any purpose but actually confuses ordinary ordinances and/or controlling Kansas statutes. This Charter Ordinance is duplicative of K.S.A. 10-1116.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Charter Ordinance](#)

(Published in the Topeka Metro News _____ and _____)

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, repealing City of Topeka Code § A15-4, as established by Charter Ordinance No. 28, concerning the cash basis law.

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

Section 1. That section A15-4, established by Charter Ordinance No. 28, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Cash basis law.~~

~~The provisions of K.S.A. 10-1101 through 10-1122 shall not apply to contracts and indebtedness created, when payment has been authorized by a vote of the electors of the municipality, or when provision has been made for payment by the issuance of bonds as provided by law, or when provision has been made for payment by the issuance of no fund warrants authorized by law and in the manner, and limited in amount as prescribed by law, or to a revolving fund set up as an operating fund for the operation of any municipal airport and the receipts from the operation of such airport in any case where provision has been made by the city, or board of park commissioners, or other agency designated and authorized to operate a municipal airport for a revolving fund to be set up either out of its budget or by accumulation of receipts collected from the operation of such airport as an operating fund for the operation of such airport when such operating fund and the receipts collected from the operation of such airport are essential to the more efficient operation or greater use of such airport and in which the operating expenditures of said airport are financed and sustained partially or wholly by fees, rentals, proceeds from the sale of merchandise, or charges for rendering services, received from the users of such airport, or to a special recreation facilities reserve set up by any board of park commissioners for a revolving fund for the repair, replacement, or addition to the recreational facilities of such city, or to an enterprise fund set up to account for the financing of self-supporting activities of governmental units which render~~

~~services on a user charge basis to the general public such as public utilities engaged in the provision of water, electricity and natural gas, sanitary sewer systems, refuse and solid waste landfill systems which are financed by user charges, or to an intragovernmental service fund or working capital fund established to finance and account for services and commodities furnished by a designated agency of a governmental unit to other departments of the same governmental unit such as funds established for central garages and motor pools, central printing and duplicating services, central purchasing and stores departments, airport authorities, bus companies or mass transit authorities and public golf courses.~~

Section 2. This Ordinance shall be published once each week for two (2) consecutive weeks in the official City newspaper.

Section 3. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Kansas Constitution, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting therein.

Section 4. Upon the effective date of this Charter Ordinance, this Charter Ordinance shall be recorded by the City Clerk in a book maintained for such purposes with a statement of the manner of adoption and a certified copy shall be filed with the Secretary of State of the State of Kansas.

PASSED AND APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

ATTEST:

William W. Bunten, Mayor

Brenda Younger, City Clerk

STATEMENT OF MANNER OF ADOPTION OF FOREGOING

The foregoing Charter Ordinance No. _____ was passed on the _____ day of _____, 2011, as shown by the minutes, Book _____ Page _____, by a vote of _____ for and _____ against, being not less than two-thirds (2/3) of the members-elect of the governing body, published in the Topeka Metro News, the official city newspaper, on the _____ day of _____, 2011, and on the _____ day of _____, 2011, being once each week for two (2) consecutive weeks, and there being no petition demanding a referendum filed with the City Clerk within sixty (60) days after the final publication, said Charter Ordinance took effect on the _____ day of _____, 2011.

Brenda Younger, City Clerk

CERTIFICATE

CITY OF TOPEKA)
COUNTY OF SHAWNEE) ss:
STATE OF KANSAS)

I, Brenda Younger, City Clerk of the City of Topeka, County of Shawnee, State of Kansas, do hereby certify that the above and foregoing, consisting of ____ typewritten pages, including the page upon which this Certificate is written, is a full true and correct copy of Charter Ordinance No. _____ of the said City of Topeka, that all acts and things required by Article 12, Section 5 of the Constitution of the State of Kansas were done and performed in the manner and within the time prescribed and that said Ordinance became effective on the _____ day of _____, 2011.

Brenda Younger, City Clerk



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September 1, 2011

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DATE:	November 1, 2011		
CONTACT PERSON:	Jeff Hunt / Mike Teply	DOCUMENT #:	
SECOND PARTY/SUBJECT:	KDOT / Innovation Parkway	PROJECT #:	T-601025.00
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 004 Public Improvements		
CIP PROJECT:	No		
ACTION OF COUNCIL:	09-13-11 First Reading.	JOURNAL #:	11
		PAGE #:	

DOCUMENT DESCRIPTION:

A PROJECT BUDGET in the amount of \$2,947,500 and **AN ORDINANCE** introduced by Interim City Manager Daniel R. Stanley, authorizing Project No. T-601025.00, which provides for construction of Innovation Parkway, as more specifically described herein. **Final Reading.** *(Council District No. 5) (First Reading of the ordinance was presented September 13, 2011.)*

(Approval would authorize construction of a new street serving the Kanza Fire Commerce Park. The project would be funded entirely by the Kansas Department of Transportation and provides for design, site preparation, pavement with curbs and gutters, storm drainage system, sidewalks, railroad crossing, street lighting and landscaping.)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Approve the Project Budget and Ordinance as presented.

BACKGROUND:

This project provides for the construction of a roadway from Gary Ormsby Drive to South Topeka Boulevard in the Kanza Fire Commerce Park. Innovation Parkway will provide access to the Mars Chocolate facility.

BUDGETARY IMPACT:

Project Budget is 2,947,500.00

Item #15

SOURCE OF FUNDING:

Kansas Department of Transportation

ATTACHMENTS:

[Project Budget](#)

[Map](#)

[Ordinance](#)

[Agreement](#)

PROJECT BUDGET
Project No. T-601025.00
Innovation Parkway

Location:

Kanza Fire Commerce Park, US Highway 75 and Gary Ormsby Drive

DESCRIPTION OF PROJECTS:

This project will construct approximately 4,300 LF of roadway to be known as Innovation Parkway, extending from Gary Ormsby Drive to South Topeka Boulevard. Construction will include pavement with curb and gutter, sidewalk, landscaping, street lighting, railroad crossing, deceleration lane and storm drainage system.

SOURCE OF FUNDS:

This project will be funded entirely as an Economic Development Program by the Kansas Department of Transportation (KDOT).

COST ESTIMATE:

	<u>City of Topeka</u>	<u>KDOT</u>	<u>Total</u>
Construction:		\$2,250,000.00	\$2,250,000.00
Design:		\$225,000.00	\$225,000.00
Construction Services:			
Construction Inspection:		\$180,000.00	\$180,000.00
Construction Staking:		\$112,500.00	\$112,500.00
Administration Fees:		\$45,000.00	\$45,000.00
Right-of-Way Acquisition:		\$0.00	\$0.00
Utility Adjustment:		\$0.00	\$0.00
Contingency Amount:		\$45,000.00	\$45,000.00
Temporary Notes:		\$90,000.00	\$90,000.00
Total:	\$0.00	\$2,947,500.00	\$2,947,500.00

PROJECT AUTHORITY:

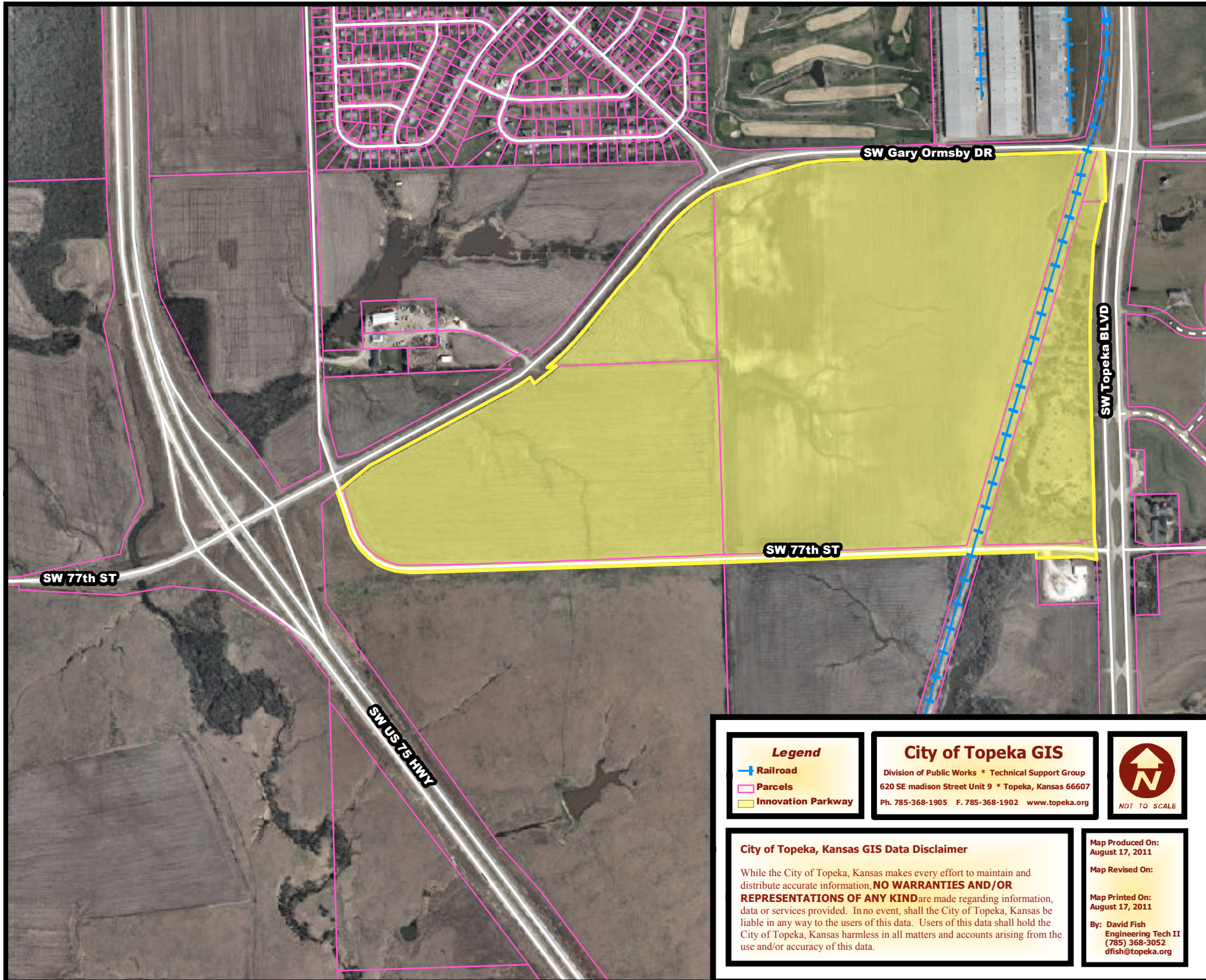
a. Statutes: _____
b. Ord./Res. No.: _____
c. Improvement District: _____
d. City at Large: _____
e. Method of Assessment: _____

Date: _____

PROJECT ENGINEER:

Jeff Hunt

Innovation Parkway Project Location



Legend

- Railroad
- Parcels
- Innovation Parkway

City of Topeka GIS

Division of Public Works * Technical Support Group
620 SE madison Street Unit 9 * Topeka, Kansas 66607
Ph. 785-368-1905 F. 785-368-1902 www.topeka.org



NOT TO SCALE

City of Topeka, Kansas GIS Data Disclaimer

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Map Produced On:
August 17, 2011

Map Revised On:

Map Printed On:
August 17, 2011

By: David Fish
Engineering Tech II
(785) 368-3052
dfish@topeka.org

(Published in the Topeka Metro News_____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, relating to and authorizing Project No. T-601025.00 which provides for the construction of Innovation Parkway more specifically described herein.

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

Section 1. That it hereby deems advisable and necessary Improvement Project No. T-601025.00 and also hereby authorizes that the public improvement be made as follows:

A. GENERAL NATURE OF IMPROVEMENT:

This project will construct approximately 4, 300 linear feet of roadway to be known as Innovation Parkway, extending from Gary Ormsby Drive to South Topeka Boulevard. Construction will include pavement with curb and gutter, sidewalk, landscaping, street lighting, railroad crossing, deceleration lane and storm drainage system.

B. TOTAL PROJECT BUDGET COST:

\$2,947,500.00

C. SOURCE OF FUNDS:

Kansas Department of Transportation

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

PASSED and APPROVED by the City Council_____.

CITY OF TOPEKA, KANSAS

ATTEST:

William W. Bunten, Mayor

42 Brenda Younger, City Clerk

PROJECT NO. KA-2590-01
 PROJECT NO. KA-2590-02
 CONSTRUCTION
 CITY OF TOPEKA, KANSAS

A G R E E M E N T

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), and

The City of Topeka, Kansas.

PURPOSE: The Secretary has authorized an Economic Development construction project, described below, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction of city streets and railroads. The City desires to construct a new roadway and new portions of a rail servicing development. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and railroads To be eligible such financing, work on the Project is required to be done in accordance with the laws of Kansas.

PROJECT: The Secretary and the City desire to enter into this Agreement for construction of the Project, which consists of two parts described as follows:

- (1) 4300 linear feet of new four lane boulevard roadway that will be called Innovation Parkway between South Topeka Blvd and SW Gary Ormsby Drive (Project No. KA-2520-01, hereinafter referred to as "KA-2520-01"); and
- (2) 3000 linear feet of rail made up of a new rail spur and sidings from the BNSF rail line (Project No. KA-2520-02, hereinafter referred to as "KA-2520-02").

EFFECTIVE

DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the ____ day of _____, 20__.

A R T I C L E I

DEFINITIONS: The following terms as used in this Agreement shall have the following meanings:

1. **“City”** means the City of Topeka, a party to this Agreement.
2. **“Construction”** means the work done on the Project after notice to proceed, consisting of building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences. These costs must be approved by the Secretary.
4. **“Construction Engineering”** means inspection services provided for the Project.
5. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.
6. **“KA-2590-01”** means that portion of the Project consisting of the construction of 4300 linear feet of new four lane boulevard roadway that will be called Innovation Parkway between South Topeka Blvd and SW Gary Ormsby Drive.
7. **“KA-2590-02”** means that portion of the Project consisting of 3000 linear feet of rail made up of a new rail spur and sidings from the BNSF rail line.
8. **“KDOT”** means the Kansas Department of Transportation.
9. **“Participating Costs”** means expenditures for items or services which are an integral part of construction projects.
10. **“Parties”** means the Secretary and the City.
11. **“Preliminary Engineering”** means pre-construction activities, including design, generally performed by a consulting engineering firm that take place before letting of the Project to contract.

12. **“Project”** means the construction endeavor being undertaken by the City which is the subject of this Agreement consisting of two parts, including KA-2590-01 and KA-2590-02.
13. **“Responsible Bidder”** means one who makes an offer to deliver contractual services in response to a request for bid with the technical capability, financial capacity, human resources and equipment required to perform and a record of having met similar schedules.
14. **“Secretary”** means Debra L. Miller, in her official capacity of the Secretary of the Kansas Department of Transportation, and her successor and assigns.
15. **“Utilities”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly and indirectly serve the public.

ARTICLE II

THE SECRETARY AGREES AS FOLLOWS:

1. Reimbursement of costs for the Project.
 - (a) KA-2590-01. For the KA-2590-01 portion of the Project, the Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual Participating Costs of the following three phases of KA-2590-01: (i) Preliminary Engineering for KA-2590-01, (ii) Construction (which includes the costs of all Construction Contingency Items) for KA-2590-01, and (iii) Construction Engineering for KA-2590-01, up to a maximum reimbursement for the three phases of KA-2590-01 combined of \$4,100,000.00. The Secretary shall not be responsible for reimbursing any costs for Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), and/or Construction Engineering for KA-2590-01 that exceeds \$4,100,000.00.
 - (b) KA-2590-02. In the event the total costs associated with KA-2590-01 do not exceed \$4,100,000.00, the Secretary agrees to use the amount of the difference between \$4,100,000.00 and the total costs of KA-2590-01 to reimburse the City for actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for KA-2590-02.
 - (c) Excluded costs. The Secretary shall not be responsible for any costs associated with right of way acquisition and Utility adjustments for the Project.
 - (d) Reimbursement Payments. The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City for the Project,

and verification by a licensed professional engineer employed by the City that the Project is being constructed in substantial compliance with the plans and specifications.

ARTICLE III

THE CITY AGREES AS FOLLOWS:

1. Design and Specifications. The City shall be responsible to make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project.
2. Conformity with State and Federal Requirements. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project as set forth in the current versions of the following documents as applicable: Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II; KDOT Design Manual; Geotechnical Bridge Foundation Investigation Guidelines; Bureau of Design's road memorandums; KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions; A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy; and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD).
3. Responsibility for Adequacy of Design. The City shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Reviews by the Secretary are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.
4. Submission of Plan to Secretary. Upon completion, the City shall have the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project submitted to the Secretary by a licensed professional engineer and/or licensed professional architect attesting to the conformity of the design plans with the items in paragraph 2 above. The final design plans must be signed and sealed by a licensed professional engineer and/or licensed

professional architect responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

5. Acquisition of Right of Way. The City will, in its own name, as required by law, acquire by purchase, dedication or condemnation all of the rights of way, easements, and access rights shown on the final design plans. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary such rights of way, easements and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way deeds, dedications, permanent easements and temporary easements.

6. Relocation Assistance. The City will contact the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

7. Removal of Hazardous Waste. The City shall locate and be responsible for all costs necessary to remedy or clean up any Hazardous Waste site, including, but not limited to, leaking underground storage tanks discovered on right of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any Hazardous Waste site discovered on right of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified Hazardous Waste site within the Project limits prior to letting of the Project. The City will investigate any and all Hazardous Waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such Hazardous Waste sites. The standards to establish cleanup of a Hazardous Waste site include, but are not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste site is located.

8. Movement of Utilities. Within its jurisdiction, the City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities, which may be necessary to construct the Project in accordance with the final design plans. New or existing Utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of the removal or adjustment of the Utilities located on

public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private rights of way or easement shall be borne by the City. The City will expeditiously take such steps as necessary to facilitate the early adjustment of any Utilities, will initiate the removal or adjustment of the Utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary Utilities prior to the scheduled construction letting except those necessary to be adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete the adjusting of any remaining Utilities so that the contractor is not delayed in construction of the Project.

9. Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

10. Removal of Encroachments. The City shall adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way within its jurisdiction as shown on the final design plans for this Project and they will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting providing, however, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project.

11. Traffic Control. The City will determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Plans for handling traffic during construction must be included in the design plans provided by the City. Detour routes and road closings, if necessary, shall be noted on the design plans.

12. Verification of Development. The City shall submit verification to the Secretary prior to letting of the Construction contract for the Project that development necessitating the Project is underway. Appropriate verification documents include local-business agreements, building permits, or other such information confirming development is occurring as stated in the Project application. Failure to submit verification of development may result in the Secretary cancelling the Project.

13. Letting and Administration of Construction. The City shall let the Construction contract for the Project and award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans and the documents set forth in paragraph 2, above.

14. Additional Requirements for KA-2590-02. The City shall construct or contract to construct KA-2590-02 (the rail component of the Project) in accordance with the terms of this Agreement, the Project plans and specifications, applicable Federal Rail Administration (FRA)

Class II standards and specifications as well as the applicable American Railway Engineering and Maintenance of Way Association (AREMA) standards.

15. Costs of the Project.

(a) KA-2590-01. The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City for Preliminary Engineering for KA-2590-01, Construction (which includes the costs of all Construction Contingency Items) for KA-2590-01, and Construction Engineering for KA-2590-01 up to a combined total for all three phases of \$4,100,000.00. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. The City acknowledges and agrees it is responsible for one hundred percent (100%) of the costs incurred for Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering for KA-2590-01 exceeding a combined total for all three phases of \$4,100,000.00.

(b) KA-2590-02. In the event the total costs associated with KA-2590-01 do not exceed \$4,100,000.00, the City shall submit invoices to the Secretary for reimbursement of the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for KA-2590-02 not to exceed the amount of the difference between \$4,100,000.00 and the total costs of KA-2590-01. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. The City acknowledges and agrees that it shall be responsible for the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for KA-2590-02 which exceeds the amount of the difference between \$4,100,000.00 and the total costs of KA-2590-01 reimbursed by the Secretary. In addition, the City agrees to be responsible for 100% of the costs of Preliminary Engineering for KA-2590-02.

(c) Right of Way and Utility costs. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for right of way acquisition and Utility adjustments for the Project.

16. Costs Incurred Prior to Funding. The City shall be responsible for one hundred percent (100%) of any Project costs, excluding Preliminary Engineering for KA-2590-01, incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

17. Non-Participating Costs. The City shall pay the total cost of any items determined by the Secretary not to be Participating Costs.

18. Contract Language. The City shall include language requiring conformity with paragraph 2, above, in contracts between the City and any consultant retained by the City to perform services for the Project. In addition, any contract between the City and any consultant retained by the City to do the design for the Project covered by this Agreement shall also contain the following provisions:

- (a) Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- (b) Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

19. Authorization of Signatory. The City shall authorize a duly appointed representative to sign any or all routine reports for the City as may be required or requested by the Secretary in the completion of the Project. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

20. Inspections. The City shall provide, or have provided by a consultant certified in construction inspection areas applicable to the Project, the construction inspection in accordance with the documents identified in paragraph 2 and to have an FRA certified inspector conduct a final inspection upon Project completion of the rail component of the Project.

If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to perform the necessary Construction Engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies; provide personnel who are fully qualified to perform the services in a competent and professional manner; and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their

certifications.

The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

21. Use of Right of Way. The City shall warrant that at all times during the Construction of the Project and for the period of its useful life, it will coordinate with the Secretary on all matters involving use of highway right of way adjacent to or in the vicinity of the Project, including but not limited to access, traffic control, drainage and Utilities, and shall abide by the Secretary's determination of any needs for joint use of right of way, easements or real property for state highway purposes which may arise from or in connection with this Project. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

22. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

23. Indemnification by Contractors. The City shall require any contractors working on the Project to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses incurred either by the Secretary, the City, or both in defending the claim.

24. Hazardous Waste Indemnification. For any Hazardous Waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties that any provision of this Hazardous Waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or Hazardous Waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as

imposed by law.

25. Plan Retention. The City shall maintain and make available for inspection by the Secretary upon request a complete set of final plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City shall provide access to or copies of all of the above-mentioned documents to the Secretary.

26. Legal Authority. The City shall adopt all other necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

27. Accounting. Upon request by the Secretary, the City shall provide the Secretary an accounting of all actual non-Participating Costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for Preliminary Engineering, right of way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

28. Entrance Control. The City shall control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

29. Access Control. The City shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

30. Traffic Signals. The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

31. Economic Development Determination. The City shall quantify the impact of the Project on economic development, and submit to the Secretary information detailing the number of jobs created, average salary, and other economic benefits generated due to economic development activities and the Project. This information shall be submitted within one year of completion of the Project.

32. Maintenance of Project. When the Project is completed and final acceptance is issued, the City shall maintain the Project at the City's own cost and expense and make ample provision each year for such maintenance. Upon notification by KDOT's State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until the work is satisfactorily completed.

33. Cancellation of Project. If the City cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

34. Audit. The City shall participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with state funds to the City for items not considered Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

THE PARTIES MUTUTALLY AGREE AS FOLLOWS:

1. Incorporation of Final Plans and Attachments. The final design plans, Project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable), the Contractual Provisions Attachment (Form DA-146a, Rev. 4-11), attached hereto, and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part hereof.

2. Inspection. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

3. Compliance with Federal and State Laws. The Parties agree to comply with all appropriate state and federal laws and regulations for this Project.

4. Civil Rights Act. The *Special Attachment No. 1* attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

5. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.

6. No Third Party Beneficiaries. Except as provided in Article III, paragraph 18, subsection c, no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

7. No Waiver by City. The City, by signing this Agreement with the Secretary, has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any right of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any Hazardous Waste site on any right of way, easements, and access rights acquired by the City.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF TOPEKA, KANSAS

CITY CLERK

CITY MANAGER

Kansas Dept of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

BY: _____
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 1, 2011

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DATE:	November 1, 2011		
CONTACT PERSON:	Jeff Hunt / Mike Teply	DOCUMENT #:	
SECOND PARTY/SUBJECT:	KDOT, Mars, Inc./ Railroad Spur	PROJECT #:	T-861004.00
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 005 Miscellaneous		
CIP PROJECT:	No		
ACTION OF COUNCIL:	09-13-11 First Reading.	JOURNAL #:	11
	PAGE #:		

DOCUMENT DESCRIPTION:

A PROJECT BUDGET in the amount of \$2,153,640 and **AN ORDINANCE** introduced by Interim City Manager Daniel R. Stanley, relating to and authorizing Project No. T-861004.00 which provides for construction of a railroad spur to Kanza Fire Commerce Park, as more specifically described herein. **Final Reading.** (Council District No. 5) (First Reading of the ordinance was presented September 13, 2011.)

(Approval would authorize construction of a rail spur serving the Kanza Fire Commerce Park. The project would be entirely funded by the Kansas Department of Transportation in the amount of \$1,098,361 and Mars, Inc., in the amount of \$1,055,279, providing for design, site preparation, storm drainage and construction.)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Approve the Project Budget and Ordinance as presented.

BACKGROUND:

This project provides for the construction of a rail spur and siding in the Kanza Fire Commerce Park to provide access to the Mars Chocolate facility.

BUDGETARY IMPACT:

Project Budget is \$2,153,640.00

Item #16

SOURCE OF FUNDING:

Kansas Department of Transportation and Mars, Inc.

ATTACHMENTS:

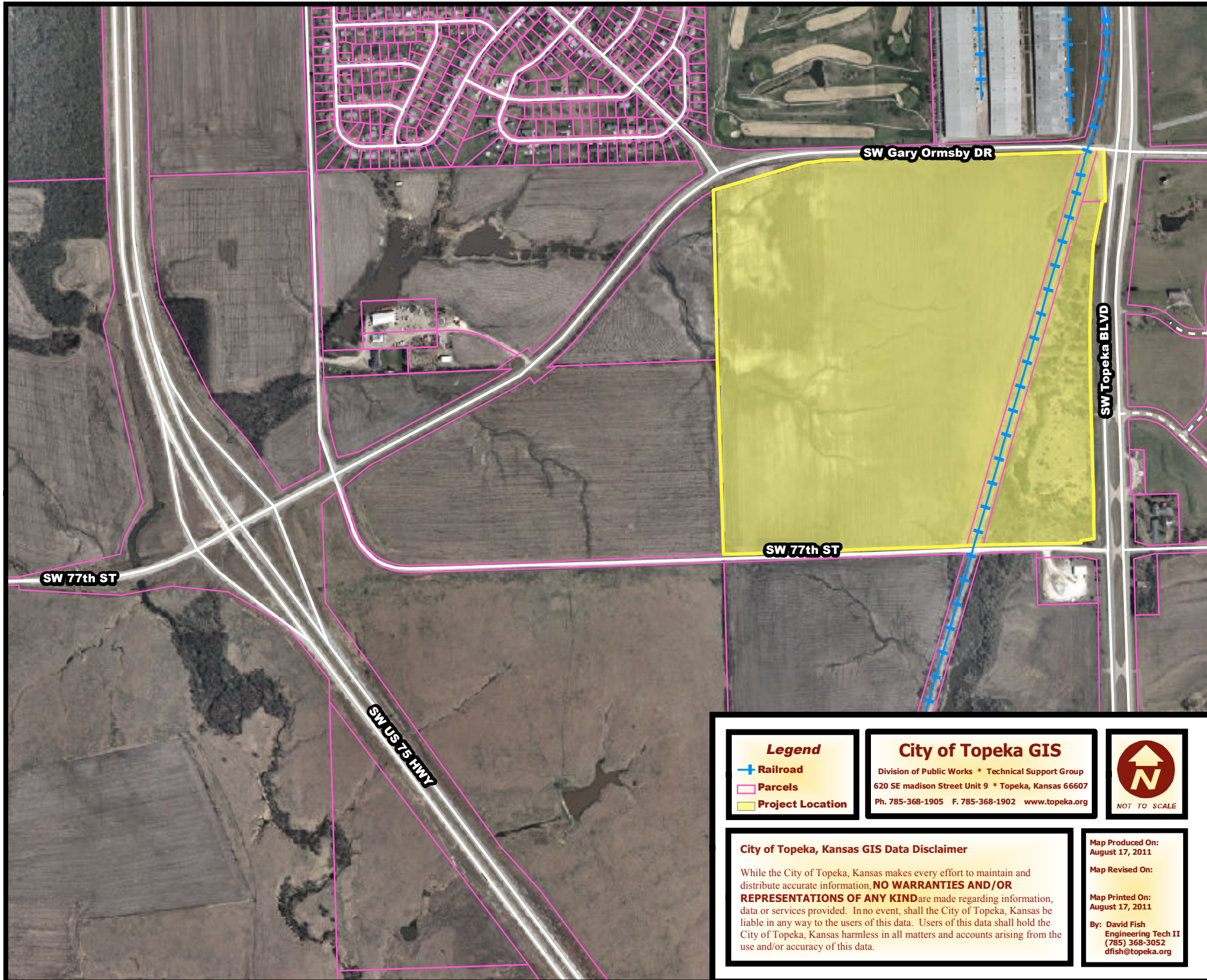
[Map](#)

[Agreement](#)

[Ordinance](#)

[Project Budget](#)

Railroad Spur Project Location



PROJECT NO. KA-2590-01
 PROJECT NO. KA-2590-02
 CONSTRUCTION
 CITY OF TOPEKA, KANSAS

A G R E E M E N T

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), and

The City of Topeka, Kansas.

PURPOSE: The Secretary has authorized an Economic Development construction project, described below, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction of city streets and railroads. The City desires to construct a new roadway and new portions of a rail servicing development. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and railroads To be eligible such financing, work on the Project is required to be done in accordance with the laws of Kansas.

PROJECT: The Secretary and the City desire to enter into this Agreement for construction of the Project, which consists of two parts described as follows:

- (1) 4300 linear feet of new four lane boulevard roadway that will be called Innovation Parkway between South Topeka Blvd and SW Gary Ormsby Drive (Project No. KA-2520-01, hereinafter referred to as "KA-2520-01"); and
- (2) 3000 linear feet of rail made up of a new rail spur and sidings from the BNSF rail line (Project No. KA-2520-02, hereinafter referred to as "KA-2520-02").

EFFECTIVE

DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the ____ day of _____, 20__.

A R T I C L E I

DEFINITIONS: The following terms as used in this Agreement shall have the following meanings:

1. **“City”** means the City of Topeka, a party to this Agreement.
2. **“Construction”** means the work done on the Project after notice to proceed, consisting of building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences. These costs must be approved by the Secretary.
4. **“Construction Engineering”** means inspection services provided for the Project.
5. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.
6. **“KA-2590-01”** means that portion of the Project consisting of the construction of 4300 linear feet of new four lane boulevard roadway that will be called Innovation Parkway between South Topeka Blvd and SW Gary Ormsby Drive.
7. **“KA-2590-02”** means that portion of the Project consisting of 3000 linear feet of rail made up of a new rail spur and sidings from the BNSF rail line.
8. **“KDOT”** means the Kansas Department of Transportation.
9. **“Participating Costs”** means expenditures for items or services which are an integral part of construction projects.
10. **“Parties”** means the Secretary and the City.
11. **“Preliminary Engineering”** means pre-construction activities, including design, generally performed by a consulting engineering firm that take place before letting of the Project to contract.

12. **“Project”** means the construction endeavor being undertaken by the City which is the subject of this Agreement consisting of two parts, including KA-2590-01 and KA-2590-02.
13. **“Responsible Bidder”** means one who makes an offer to deliver contractual services in response to a request for bid with the technical capability, financial capacity, human resources and equipment required to perform and a record of having met similar schedules.
14. **“Secretary”** means Debra L. Miller, in her official capacity of the Secretary of the Kansas Department of Transportation, and her successor and assigns.
15. **“Utilities”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly and indirectly serve the public.

ARTICLE II

THE SECRETARY AGREES AS FOLLOWS:

1. Reimbursement of costs for the Project.
 - (a) KA-2590-01. For the KA-2590-01 portion of the Project, the Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual Participating Costs of the following three phases of KA-2590-01: (i) Preliminary Engineering for KA-2590-01, (ii) Construction (which includes the costs of all Construction Contingency Items) for KA-2590-01, and (iii) Construction Engineering for KA-2590-01, up to a maximum reimbursement for the three phases of KA-2590-01 combined of \$4,100,000.00. The Secretary shall not be responsible for reimbursing any costs for Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), and/or Construction Engineering for KA-2590-01 that exceeds \$4,100,000.00.
 - (b) KA-2590-02. In the event the total costs associated with KA-2590-01 do not exceed \$4,100,000.00, the Secretary agrees to use the amount of the difference between \$4,100,000.00 and the total costs of KA-2590-01 to reimburse the City for actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for KA-2590-02.
 - (c) Excluded costs. The Secretary shall not be responsible for any costs associated with right of way acquisition and Utility adjustments for the Project.
 - (d) Reimbursement Payments. The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City for the Project,

and verification by a licensed professional engineer employed by the City that the Project is being constructed in substantial compliance with the plans and specifications.

ARTICLE III

THE CITY AGREES AS FOLLOWS:

1. Design and Specifications. The City shall be responsible to make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project.
2. Conformity with State and Federal Requirements. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project as set forth in the current versions of the following documents as applicable: Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II; KDOT Design Manual; Geotechnical Bridge Foundation Investigation Guidelines; Bureau of Design's road memorandums; KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions; A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy; and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD).
3. Responsibility for Adequacy of Design. The City shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Reviews by the Secretary are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.
4. Submission of Plan to Secretary. Upon completion, the City shall have the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project submitted to the Secretary by a licensed professional engineer and/or licensed professional architect attesting to the conformity of the design plans with the items in paragraph 2 above. The final design plans must be signed and sealed by a licensed professional engineer and/or licensed

professional architect responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

5. Acquisition of Right of Way. The City will, in its own name, as required by law, acquire by purchase, dedication or condemnation all of the rights of way, easements, and access rights shown on the final design plans. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary such rights of way, easements and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way deeds, dedications, permanent easements and temporary easements.

6. Relocation Assistance. The City will contact the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

7. Removal of Hazardous Waste. The City shall locate and be responsible for all costs necessary to remedy or clean up any Hazardous Waste site, including, but not limited to, leaking underground storage tanks discovered on right of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any Hazardous Waste site discovered on right of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified Hazardous Waste site within the Project limits prior to letting of the Project. The City will investigate any and all Hazardous Waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such Hazardous Waste sites. The standards to establish cleanup of a Hazardous Waste site include, but are not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste site is located.

8. Movement of Utilities. Within its jurisdiction, the City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities, which may be necessary to construct the Project in accordance with the final design plans. New or existing Utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of the removal or adjustment of the Utilities located on

public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private rights of way or easement shall be borne by the City. The City will expeditiously take such steps as necessary to facilitate the early adjustment of any Utilities, will initiate the removal or adjustment of the Utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary Utilities prior to the scheduled construction letting except those necessary to be adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete the adjusting of any remaining Utilities so that the contractor is not delayed in construction of the Project.

9. Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

10. Removal of Encroachments. The City shall adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way within its jurisdiction as shown on the final design plans for this Project and they will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting providing, however, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project.

11. Traffic Control. The City will determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Plans for handling traffic during construction must be included in the design plans provided by the City. Detour routes and road closings, if necessary, shall be noted on the design plans.

12. Verification of Development. The City shall submit verification to the Secretary prior to letting of the Construction contract for the Project that development necessitating the Project is underway. Appropriate verification documents include local-business agreements, building permits, or other such information confirming development is occurring as stated in the Project application. Failure to submit verification of development may result in the Secretary cancelling the Project.

13. Letting and Administration of Construction. The City shall let the Construction contract for the Project and award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans and the documents set forth in paragraph 2, above.

14. Additional Requirements for KA-2590-02. The City shall construct or contract to construct KA-2590-02 (the rail component of the Project) in accordance with the terms of this Agreement, the Project plans and specifications, applicable Federal Rail Administration (FRA)

Class II standards and specifications as well as the applicable American Railway Engineering and Maintenance of Way Association (AREMA) standards.

15. Costs of the Project.

(a) KA-2590-01. The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City for Preliminary Engineering for KA-2590-01, Construction (which includes the costs of all Construction Contingency Items) for KA-2590-01, and Construction Engineering for KA-2590-01 up to a combined total for all three phases of \$4,100,000.00. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. The City acknowledges and agrees it is responsible for one hundred percent (100%) of the costs incurred for Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering for KA-2590-01 exceeding a combined total for all three phases of \$4,100,000.00.

(b) KA-2590-02. In the event the total costs associated with KA-2590-01 do not exceed \$4,100,000.00, the City shall submit invoices to the Secretary for reimbursement of the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for KA-2590-02 not to exceed the amount of the difference between \$4,100,000.00 and the total costs of KA-2590-01. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. The City acknowledges and agrees that it shall be responsible for the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for KA-2590-02 which exceeds the amount of the difference between \$4,100,000.00 and the total costs of KA-2590-01 reimbursed by the Secretary. In addition, the City agrees to be responsible for 100% of the costs of Preliminary Engineering for KA-2590-02.

(c) Right of Way and Utility costs. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for right of way acquisition and Utility adjustments for the Project.

16. Costs Incurred Prior to Funding. The City shall be responsible for one hundred percent (100%) of any Project costs, excluding Preliminary Engineering for KA-2590-01, incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

17. Non-Participating Costs. The City shall pay the total cost of any items determined by the Secretary not to be Participating Costs.

18. Contract Language. The City shall include language requiring conformity with paragraph 2, above, in contracts between the City and any consultant retained by the City to perform services for the Project. In addition, any contract between the City and any consultant retained by the City to do the design for the Project covered by this Agreement shall also contain the following provisions:

- (a) Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- (b) Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

19. Authorization of Signatory. The City shall authorize a duly appointed representative to sign any or all routine reports for the City as may be required or requested by the Secretary in the completion of the Project. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

20. Inspections. The City shall provide, or have provided by a consultant certified in construction inspection areas applicable to the Project, the construction inspection in accordance with the documents identified in paragraph 2 and to have an FRA certified inspector conduct a final inspection upon Project completion of the rail component of the Project.

If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to perform the necessary Construction Engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies; provide personnel who are fully qualified to perform the services in a competent and professional manner; and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their

certifications.

The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

21. Use of Right of Way. The City shall warrant that at all times during the Construction of the Project and for the period of its useful life, it will coordinate with the Secretary on all matters involving use of highway right of way adjacent to or in the vicinity of the Project, including but not limited to access, traffic control, drainage and Utilities, and shall abide by the Secretary's determination of any needs for joint use of right of way, easements or real property for state highway purposes which may arise from or in connection with this Project. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

22. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

23. Indemnification by Contractors. The City shall require any contractors working on the Project to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses incurred either by the Secretary, the City, or both in defending the claim.

24. Hazardous Waste Indemnification. For any Hazardous Waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties that any provision of this Hazardous Waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or Hazardous Waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as

imposed by law.

25. Plan Retention. The City shall maintain and make available for inspection by the Secretary upon request a complete set of final plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City shall provide access to or copies of all of the above-mentioned documents to the Secretary.

26. Legal Authority. The City shall adopt all other necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

27. Accounting. Upon request by the Secretary, the City shall provide the Secretary an accounting of all actual non-Participating Costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for Preliminary Engineering, right of way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

28. Entrance Control. The City shall control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

29. Access Control. The City shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

30. Traffic Signals. The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

31. Economic Development Determination. The City shall quantify the impact of the Project on economic development, and submit to the Secretary information detailing the number of jobs created, average salary, and other economic benefits generated due to economic development activities and the Project. This information shall be submitted within one year of completion of the Project.

32. Maintenance of Project. When the Project is completed and final acceptance is issued, the City shall maintain the Project at the City's own cost and expense and make ample provision each year for such maintenance. Upon notification by KDOT's State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until the work is satisfactorily completed.

33. Cancellation of Project. If the City cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

34. Audit. The City shall participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with state funds to the City for items not considered Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

THE PARTIES MUTUTALLY AGREE AS FOLLOWS:

1. Incorporation of Final Plans and Attachments. The final design plans, Project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable), the Contractual Provisions Attachment (Form DA-146a, Rev. 4-11), attached hereto, and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part hereof.

2. Inspection. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

3. Compliance with Federal and State Laws. The Parties agree to comply with all appropriate state and federal laws and regulations for this Project.

4. Civil Rights Act. The *Special Attachment No. 1* attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

5. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.

6. No Third Party Beneficiaries. Except as provided in Article III, paragraph 18, subsection c, no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

7. No Waiver by City. The City, by signing this Agreement with the Secretary, has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any right of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any Hazardous Waste site on any right of way, easements, and access rights acquired by the City.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF TOPEKA, KANSAS

CITY CLERK

CITY MANAGER

Kansas Dept of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

BY: _____
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, relating to and authorizing Project No. T-861004.00 which provides for the construction of a railroad spur to Kanza Fire Commerce Park, as more specifically described herein.

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

Section 1. That it hereby deems advisable and necessary Improvement Project No. T-861004.00 and also hereby authorizes that the public improvement be made as follows:

A. GENERAL NATURE OF IMPROVEMENT:

This project is for the design and construction of approximately 3,000 linear feet of rail spur and sidings from the BNSF Railway in the Kanza Fire Commerce Park. Construction will include all rail infrastructure necessary to serve the site.

B. TOTAL PROJECT BUDGET COST:

\$2,153,640.00

C. SOURCE OF FUNDS:

Kansas Department of Transportation	\$1,098,361.00
Mars, Inc.	<u>\$1,055,279.00</u>
TOTAL:	\$2,153,640.00

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

PASSED and APPROVED by the City Council _____.

CITY OF TOPEKA, KANSAS

ATTEST:

William W. Bunten, Mayor

Brenda Younger, City Clerk

PROJECT BUDGET
Project No. T-861004.00
Railroad Spur

Location:

Kanza Fire Commerce Park, US Highway 75 and Gary Ormsby Drive

DESCRIPTION OF PROJECT:

This project will design and construct approximately 3,000 LF of rail spur and sidings from the BNSF Railway in the Kanza Fire Commerce Park. Construction will include all rail infrastructure necessary to serve the site.

SOURCE OF FUNDS:

This project will be funded jointly as an Economic Development Program by the Kansas Department of Transportation (KDOT) and Mars, Inc.

COST ESTIMATE:

	City of Topeka	KDOT	Mars, Inc.	Total
Construction:		\$838,440.00	\$805,560.00	\$1,644,000.00
Design:		\$83,844.00	\$80,556.00	\$164,400.00
Construction Services:				
Construction Inspection:		\$67,075.00	\$64,445.00	\$131,520.00
Construction Staking:		\$41,922.00	\$40,278.00	\$82,200.00
Administrative Fees:		\$16,770.00	\$16,110.00	\$32,880.00
Right-of-Way Acquisition:		\$0.00	\$0.00	\$0.00
Utility Adjustment:		\$0.00	\$0.00	\$0.00
Contingency Amount:		\$16,770.00	\$16,110.00	\$32,880.00
Temporary Notes:		\$33,540.00	\$32,220.00	\$65,760.00
Total:	\$0.00	\$1,098,361.00	\$1,055,279.00	\$2,153,640.00

PROJECT AUTHORITY:

a. Statutes: _____
b. Ord./Res. No.: _____
c. Improvement District: _____
d. City at Large: _____
e. Method of Assessment: _____

Date: _____

PROJECT ENGINEER:

Jeff Hunt _____



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www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 29, 2011

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

DATE:	November 1, 2011		
CONTACT PERSON:	David Thurbon/Tim Paris, Planner II	DOCUMENT #:	
SECOND PARTY/SUBJECT:	Steve Johnson, Parrish Management Corp.	PROJECT #:	CLGR08-05
CATEGORY/SUBCATEGORY	001 Appeals / 003 Other		
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

A DEMOLITION PERMIT APPEAL of the structures located at 209 and 211 SW 6th Avenue in the City of Topeka pursuant to City Code 80-4. *(Council District No. 1)*

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow for the authorization of the demolition of the structures if they are determined by the Governing Body that there are no feasible alternatives to the proposed demolitions, and that planning to minimize harm to the surrounding historic environs has been made.)

POLICY ISSUE:

State law allows the local governing body to approve demolitions in those cases when the State of Kansas Historic Preservation Office, or the Topeka Landmarks Commission have determined that such demolition would encroach upon, damage, or destroy the historical integrity of the environs of a State registered historic property or district, upon consideration and findings of no feasible alternatives.

STAFF RECOMMENDATION:

The State of Kansas Historic Preservation Office has determined that the demolition of these structures would encroach upon, damage, or destroy the historical integrity of the designated environs of several properties that are listed on the Register of Historic Kansas Places.

The attached supporting information from the applicant details cost estimates and needed lease rates that would be necessary to make rehabilitation feasible. Based on this information, and the fact that a replacement building is proposed, the Planning Department recommends APPROVAL of the request for

Item #17

demolition. The City's development regulations will insure that proper planning takes place to minimize potential harm on historic buildings.

BACKGROUND:

See attached finding from the State of Kansas Historic Preservation Office, dated June 3, 2008.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Finding from SHPO](#)

[Applicant Request for Council Review](#)

[Applicant Pro Forma](#)

[Demolition Permit Application](#)

[Misc Correspondence](#)

[Restoration Estimate 1](#)

[Restoration Estimate 2](#)

[Restoration Estimate 3](#)

[Restoration Estimate 4](#)

[Photos 1](#)

[Photos 2](#)

[Photos 3](#)

KANSAS

KSR&C No. 08-06-009

Kansas State Historical Society
Jennie Chinn, *Executive Director*

KATHLEEN SEBELIUS, GOVERNOR

June 3, 2008

Tim Paris
Topeka Planning Department
620 SE Madison Street, 3rd Floor
Topeka, KS 66607

RE: Demolish 209 and 211 SW 6th Street in Topeka, Within the Environs of Central Motor and Finance, the Columbian Building, Ross Row Houses, the Elks Building, the Jayhawk Hotel, the Central National Bank and the Crawford Building- Shawnee County

Dear Mr. Paris:

The materials submitted on the project referenced above have been reviewed in accordance with the state preservation statute K.S.A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed on the National Register of Historic Places and/or the Register of Kansas Places, or those properties that are located within 500 feet of the boundaries of historic properties or districts located within the corporate limits of a city are subject to review.

The SHPO is charged with determining whether or not projects will "encroach upon, damage or destroy" historic buildings or their environs. According to the SHPO's *Standards and Guidelines for Evaluating the Effect of Projects on Environs*:

Standard #1: The character of a historic property's environs should be retained and preserved. The removal or alteration of distinctive buildings, structures, landscape features, spatial relationships, etc. that characterize the environs should be avoided.

Standard #4: Demolition of character-defining buildings, structures, landscape features, etc. in a historic property's environs should be avoided. When the severity of deterioration requires removal within the environs, compatible reconstruction shall occur.

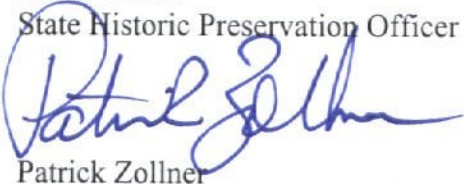
Although the front façades on both of these buildings have been altered, their presence contributes to the historic streetscape and character to the environs of all the listed buildings. Their demolition would further contribute to the transformation from commercial structures to parking lots. The SHPO has determined

that the demolition of 209 and 211 SW 6th Street will encroach upon, damage, and destroy the environs of Central Motor and Finance, the Columbian Building, Ross Row Houses, the Elks Building, the Jayhawk Hotel, the Central National Bank and the Crawford Building. We recommend retaining the buildings and support their continued commercial use.

The statute states that the project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to the historic property and its environs. The local governing body is required to give five days' notice of such determination, by certified mail, to the SHPO. The statute allows for anyone aggrieved by the governing body's determination to file suit and have the issue decided in the courts.

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Julie Weisgerber at 785-272-8681, ext 226.

Sincerely,
Jennie Chinn
State Historic Preservation Officer



Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Officer



Jayhawk Tower
700 SW Jackson, Suite 200
Topeka, KS 66603

September 26, 2011

Tim Paris
 Topeka Planning Department
 620 SE Madison Street, 3rd Floor
 Topeka, KS 66607

Re: 209 and 211 SW 6th Avenue, Topeka, KS

Dear Tim:

This letter is in follow up to our phone conversation a few days ago. A copy of our original demolition permit application is enclosed along with several photos of the two buildings. As we have discussed by phone, our objective is to make this area now occupied by these two buildings available for future development.

In analyzing these buildings, we have assumed that the best use of the buildings, if restored to useful condition, would be as offices on the ground floor and loft apartments on the second floor. As reflected in the enclosed bids we obtained several years ago, the cost of the necessary remodeling for two loft apartments and the replacement of electrical and HVAC systems in both buildings would be \$414,850.14. This figure would not include the cost of the actual build-out for the first floor office spaces, which we estimate, based on our own experience, would cost approximately \$150,000. The cost of replacing the existing roofs was estimated to be \$31,500. These bids and estimates total \$596,350.14.

According to our records these two buildings were valued at \$200,560 for 2011 by the Shawnee County Appraiser. Obviously, our cost to bring these buildings back to useful condition significantly exceeds their value.

A short pro forma is enclosed showing that both buildings would need to be fully leased at a rate of approximately \$20.00 per square foot for a remodeling project to break even. This is well beyond the acceptable rental rates for downtown Topeka for office or residential space. With hundreds of thousands of square feet of vacant office and residential space in downtown Topeka, full occupancy cannot be reasonably anticipated.

Since the renovation of the above referenced buildings is not economically feasible and since the removal of the buildings would have little impact on the appearance of the surrounding area, we ask that the demolition of the buildings at 209 and 211 SW 6th Avenue be added to the agenda for consideration and vote by the City Council of Topeka Kansas.

I would appreciate it if you could let me know in advance when you believe that this item will be appearing on the Council's agenda.

Very sincerely,

Steven K. Johnson
 Executive Vice-President
 Parrish Management Corporation

SKJ:sll

**Pro-Forma
209 & 211 SW 6th Street**

Real Estate Taxes (based on 2010 taxes)	\$ 6,882.89 / year
Utilities (based on historical data)	\$ 9,566.88 / year
Debt Service on Purchase	\$ 20,673.84 / year
Debt Service on Remodeling (\$600,000 @ 6% for 10 years)	\$ 79,934.88 / year
Insurance	\$ 500.00 / year

\$117,558.49* / year

The buildings contain a total of 5,850 square feet.

The buildings must be fully leased at all times at \$20.00 per square foot to break even.

*Does not include an expense factor for maintenance or management expenses.

DEMOLITION PERMIT APPLICATION CITY OF TOPEKA, KANSAS

COPY

DATE OF APPLICATION: May 19, 2008ADDRESS OF STRUCTURE: 209 and 211 SW 6th Street, Topeka, KS 66603

STRUCTURE WAS USED AS:
 RESIDENCE ☐ DUPLEX ☐ COMMERCIAL BUILDING ☒
 APARTMENT BUILDING ☐ #OF UNITS ☐ OTHER ☐

SQUARE FOOTAGE OF STRUCTURE TO BE DEMOLISHED 11,700

LEGAL: LOT ☐ BLOCK ☐ SUBD ☐
 SEE ATTACHED X

IS STRUCTURE ON HISTORIC REGISTER OR WITHIN 500 FEET OF SUCH PROPERTY? YES ☐ NO ☒OWNER OF PROPERTY: Jayhawk Tower Partners, LLC PHONE 785-233-5411ADDRESS: 700 SW Jackson Street, Suite 200, Topeka, KS 66603DEMOLITION TO BE COMPLETED BY: Bahm DemolitionADDRESS: Box 326, Silver Lake, KS 66539 PHONE 785-582-5190SEWER TO BE CAPPED BY: McElroy's, Inc.SEWER CAPPED ON: ☐ VERIFIED BY: ☐

BOND POSTED IN PLACE OF CAPPING OF SEWER? YES ☐ NO ☒
 CASHIERS CHECK ☐ MONEY ORDER ☐ CASH ☐

NO PERSONAL CHECKS WILL BE ACCEPTED FOR BONDS

IS PROPERTY SERVICED BY SEPTIC SYSTEM? YES ☐ NO ☒
 IF YES, CALL 785-368-2000 AND SPEAK TO ENVIRONMENTAL HEALTH

DATE STRUCTURE TO BE DEMOLISHED: within six months of the date of this application

PROPERTY OWNER'S SIGNATURE: Steven K. Johnson
Executive Vice President, Parrish Management Corp. Managing
 (APPLICATION WILL NOT BE PROCESSED, UNLESS PROPERTY OWNER HAS SIGNED ABOVE) Member

APPLICANT, PLEASE DO NOT WRITE BELOW

PLANNING	APPROVE ☐	DISAPPROVED ☐	DATE: ☐	INITIAL: ☐
WATER	APPROVE ☐	DISAPPROVED ☐	DATE: ☐	INITIAL: ☐
*HISTORICAL SOCIETY	APPROVE ☐	DISAPPROVED ☐	DATE: ☐	
*IF APPLICABLE	YES ☐	NO ☐	DATE SENT: ☐	



CITY OF TOPEKA

PLANNING DEPARTMENT
David Thurbon, Director
620 SE Madison Street, Unit 11
Topeka, Kansas 66607-1118
Tel.: (785) 368-3728

Fax: (785) 368-2535
www.topeka.org

June 16, 2008

Mr. Vern Jarboe
Sloan Law Firm
534 S. Kansas Avenue Suite 1000
Topeka, Kansas, 66603

Re: Demolition of 209 & 211 SW 6th Ave.

Dear Mr. Jarboe,

As you are aware, the State of Kansas Historic Preservation Office (SHPO) determined that proposed demolitions of the structures located at 209 and 211 SW 6th Avenue, in the City of Topeka, Kansas, would encroach upon and destroy the environs of several properties which are listed on the State and National Registers of Historic Places. At their meeting on June 12, 2008, the Topeka Landmarks Commission, similarly, found that these two structures are "character defining features" of the environs of all of the pertinent and listed properties, with a particular emphasis on the Columbian Building, located at 114 SW 6th Avenue. The Landmarks Commission found that these buildings possess the authenticity of location, design, and materials that define the period of their construction during the latter stages of the 19th Century. As such, their loss would eliminate the last remaining vestiges of this era from this portion of SW 6th Avenue.

Please be aware that State law dictates that the demolitions may not proceed until the local governing body has determined that there is no feasible alternative to the proposed demolitions. This determination must include an examination of all possible planning to minimize harm to the listed historic structures and their environs. Should the governing body find no feasible or prudent alternatives, such notice must be sent by certified mail to the SHPO informing them of their decision five days prior to the issuance of the demolition permit. State law allows anyone aggrieved by the governing body's decision to file suit and have the issue decided in the courts.

Should Jayhawk Tower Partners LLC wish to forward this item to the Topeka City Council for their examination of feasible and prudent alternatives, this office will require a letter from you or your client stating this request, along with materials indicating why these buildings cannot be feasibly or prudently restored.

Should you have any questions regarding any of these items, please do not hesitate to contact me.

Sincerely,

Timothy Paris
Planner II



Jayhawk Tower

700 SW Jackson, Suite 200
Topeka, KS 66603

June 16, 2008

Tim Paris
Topeka Planning Department
620 SE Madison Street, 3rd Floor
Topeka, KS 66607

Dear Mr. Paris,

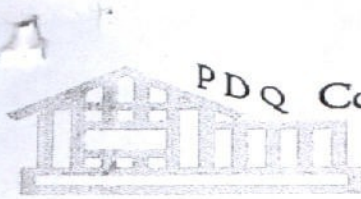
We are in receipt of a copy of the letter to you from the Kansas State Historical Society dated June 3, 2008 recommending the rehabilitation of the buildings located at 209 and 211 S 6th Avenue.

However, as the renovation of the buildings is not economically feasible and since the removal of the buildings would have little impact on the appearance of the surrounding area, we ask that the demolition of 209 and 211 SW 6th Avenue be added to the agenda for consideration and vote by the City Council of Topeka, Kansas.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Johnson", written in a cursive, flowing style.

Steven K. Johnson, Executive Vice-President
Parrish Management Corporation, Managing Member
Jayhawk Tower Partners, LLC



PDQ Construction, Inc.

"The Sins of Poor Quality Lingers
Long After the Cheap Price is Forgotten"

531 NW Tyler Court

Topeka, KS

785-235-1511

pdq@pdqconstruction.biz

Proposal

11/18/08

Job# 782 to 782

Parrish Hotel Corporation
420 SE 6th Street
Topeka KS 66607

Item/Cost Code	Description	Amount
782 Parrish Lofts		
Grand Total:		230,304.14

Notes:

Estimate for Renovations to second stories of buildings at 209 and 211 S.W. 6th. St. which include the following;

Acquiring all permits needed for renovations.

Scheduling and coordinate all trades, subs and inspections for project.

Demolition and removal of interior walls and flooring.

Removal of exterior windows.

Framing of outside and interior walls according to plans.

Installation of exterior Pella brand wood windows as per specs.

Install R-13 insulation in all exterior walls.

Install and finish drywall throughout apartments.

Install USG brand fire rated suspended ceiling grids and Radar recessed 5/8" SLT tiles.

Prime and paint all interior walls.

Stain and finish all interior trim, doors and windows color of choice.

Refinish all hardwood floors where possible. Patch in or install and finish new where needed.

Install new interior doors and trim throughout projects.

Install and grout ceramic tile on floor of bathrooms.

Install builder grade Mid-Continent cabinets and wood edge laminate countertops as per drawings.

Clean up and haul off of all construction trash.

This bid includes all labor and material to complete this scope of work on loft apartments except for the following;

Appliances

McElroy's

Plumbing Electrical Heating & Air

October 21st, 2008

Pat Cullen
Parrish Management Group
420 SE 6th St.
Topeka, KS 66603

Re: 209/211 SW 6th Street HVAC and Plumbing Work

Dear Mr. Cullen:

I am pleased to submit McElroy's Inc. Budget Proposal for the above referenced project. Our scope of work is defined as follows:

Items included in our **Base Budget** proposal:

- Two new five ton, single zone residential systems, one to serve each of the two retail spaces on first floor. This price includes new distribution ductwork and diffusers. Please Note: We have priced this per your direction on the size of the heating and cooling equipment. Based on these spaces being utilized as retail at this square footage we feel these units will be undersized for this application.
- Two new single zone residential systems, one to serve each of the two apartments on second floor. This price includes new distribution ductwork and diffusers.
- Rough-in for one new restroom and kitchen in each of the two apartments on second floor. Rough-in for the following fixtures in each apartment:
 - (1) water closet
 - (1) lavatory
 - (1) tub/shower combination
 - (1) kitchen sink
 - (1) dishwasher connection

Items included in our **Add Budget** proposal:

- Plumbing fixtures and final setting of plumbing fixtures.

Items not included are as follows:

- Overtime/Premium Time
- Bonds
- Sales Tax
- Any and all plumbing work associated with the first floor.
- Insurance beyond McElroy's Inc. policy
- Stamped sealed drawings.
- New utilities to the building. It is assumed that the existing utilities; gas, water and sewer service to the building will remain and are adequate.
- Water heater(s)

Service You Trust!

Topeka 785-266-4870 • Lawrence 785-841-4870 • Manhattan 785-539-4870 • Toll Free 877-623-5769

3209 SW Topeka Blvd. • Topeka, KS 66611 • www.mcelroys.com

McElroy's

Plumbing Electrical Heating & Air

- Dumpster fees or trash removal.
- Dust and floor protection.
- Cutting, patching, removal, replacement of roof, walls, ceiling and floors.
- Fire protection / sprinkler system.
- Temporary services (i.e., sanitary, water, heat)
- Electrical work of any kind.
- Control work of any kind.
- Concrete work of any kind.

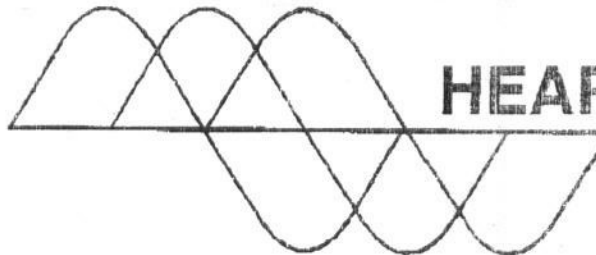
Base Price..... **\$105,150.⁰⁰**
Add Price **\$3,800.⁰⁰**

Please don't hesitate to call us if you have any questions regarding this proposal. We can be reached at (785) 266-4870.

Sincerely,
McElroy's Inc.

Service You Trust!

Topeka 785-266-4870 • Lawrence 785-841-4870 • Manhattan 785-539-4870 • Toll Free 877-623-5769
3209 SW Topeka Blvd. • Topeka, KS 66611 • www.mcelroys.com



HEARTLAND ELECTRIC, INC.

1721 SW Van Buren • Topeka, Kansas 66612 • 785-233-9546
Fax 785-233-4446

COPY

Attn: Pat Cullen
Parrish Hotel

11/5/08

RE: Cowan Building 6th St. Renovation
Demo electrical service and interior wiring in 3 units
Install new branch circuit wiring for light fixtures, switches and receptacles
Install 200A service for each unit

Demo electrical service in 1 unit
Install new 200A service for 1 unit

Budget proposal: \$79396.00

TERMS

- 1) Bid is firm for acceptance within for 10 days.
 - 2) Bid is contingent on an equitable contract being negotiated.
 - 3) Any additional work may require additional charges. This additional work will be performed after customer approval.
 - 4) No premium pay included for delays caused by others
- Please call if you have any questions. Thank you.
Dave Gigous 925-0782

**Mundy & Sons Roofing**6731 SW Montara Northway • Topeka, KS 66619
Phone 785-220-9836 • Fax 785-862-2678**PROPOSAL**CLIENT Parrish ManagementAddress 209-211 W 6thTopeka Ks

JOB

Date

Location

WORK DESCRIPTIONReroof over existing Genflex (white) TPO rubber
membrane. Solid adhered systemprice only good for week because of fluxuation
in price of materials changing**ESTIMATE**

Labor

Material

\$31,500⁰⁰
TOTAL

SIGNATURE

Daniel M Mundy

DATE

10/22/08









A Capital City Government Working For You...

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

August 23, 2011

 Back  Print

DATE:	November 1, 2011		
CONTACT PERSON:	David Thurbon/Tim Paris, Planner II	DOCUMENT #:	N/A
SECOND PARTY/SUBJECT:	Hunter Glen, LLC	PROJECT #:	CLGR11-19
CATEGORY/SUBCATEGORY	018 Public Hearings / 011 Other		
CIP PROJECT:	No		
ACTION OF COUNCIL:	JOURNAL #:		
	PAGE #:		

DOCUMENT DESCRIPTION:

A DEMOLITION PERMIT REQUEST submitted by Hunter Glen, L.L.C., for properties located at 926, 928, 930 and 934 S. Kansas Avenue, and within the 500 foot historical environs established by the State of Kansas for the Memorial Building, the Gordon Building, and the Tinkham-Veale Building, all listed on the Register of Historic Kansas Places and the National Register of Historic Places. (Council District No. 1)

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(The Topeka Landmarks Commission has determined that these properties are character-defining features of the environs of the Memorial Building, the Gordon Building, and the Tinkham-Veale Building in terms of their spatial relationships, massing and scale, architecture, period of development, and historical use, and therefore, their demolition would encroach upon, damage, and destroy the historical integrity of each State and Nationally listed historic property. The Governing Body must determine that no feasible alternatives exist to the proposed demolitions before a demolition permit may be issued.)

POLICY ISSUE:

The Topeka Landmarks Commission has determined that these properties are character-defining features of the environs of the Memorial Building, the Gordon Building, and the Tinkham-Veale Building in terms of their spatial relationships, massing and scale, architecture, period of development, and historical use, and therefore, their demolition would encroach upon, damage, and destroy the historical integrity of each State and Nationally listed historic property. The Topeka Landmarks Commission has determined that retaining these properties is an integral part of restoring and implementing current revitalization efforts within Downtown Topeka.

In order to approve this request, the City Council will need to make a determination that there is no precedent Item #18

or feasible alternative to demolition; and, if demolition is approved, that planning has occurred to minimize harm to the environs.

The applicant submitted financial information supporting the request for demolition. See attachments titled: Applicant Letters and Applicant Justification. If the City Council concurs in the information submitted, demolition may be approved.

STAFF RECOMMENDATION:

By a separate vote, the Topeka Landmarks Commission requested that the Governing Body be encouraged NOT to approve the demolition request until the following factors have been completed: 1) the completion of the Downtown Topeka Historical Survey, scheduled for public release in February, 2012; 2) a specific proposal for new construction to replace the structures requested for demolition that maintains the spatial relationships, historical use, massing, scale, and architecture of the historical environs; and 3) the adoption by the Governing Body of more specific plans for the general revitalization of Downtown Topeka.

This is a policy issue for the City Council to decide based on the information supplied by the applicant. If demolition is approved, planning must occur to minimize damage to historic properties. The planning process and regulations currently in place should minimize any long term harm to the historic environs. Prior to any rebuilding on this property, compliance with the City's "site plan ordinance" will be required. This is an administrative level review to ensure any multi-family or commercial building is designed appropriately for the surroundings, including architectural compatibility. Appeal of an administrative decision can be made to the Planning Commission.

BACKGROUND:

Three of the four buildings in question are strong examples of the architectural styles and use of properties in Downtown Topeka during the late 1890s and early 20th Century. Each are consistent with the massing and scale, spatial relationships, materials and craftsmanship used in the initial development of Downtown Topeka. At present, the demolitions would result in vacant properties as no redevelopment proposals have been submitted.

BUDGETARY IMPACT:

Demolition of the structures would result in reductions to the City of Topeka's property tax receipts. The most recent total appraised valuation of the properties is \$360,500. Total city taxes for these four properties is approximately \$2800 yearly.

Failure to comply with Kansas State environs law can result in a fine up to \$25,000.

SOURCE OF FUNDING:

ATTACHMENTS:

[Staff Report](#)

[Applicant Request for Council Review](#)

[Commission Findings to Applicant](#)

[Historic Resource Inventory Form 1](#)

[Historic Resource Inventory Form 2](#)

[Aerial Photo](#)

[Photos](#)

[State Environs Review Guidelines](#)

[Applicant Letters on Feasibility](#)

[Applicant Justification Letters](#)

Topeka Landmarks Commission

State and National Register/Environs/Historic Districts Project Review

Case Number: CLGR11-19

Project Address: 926, 928, 930 and 934 S. Kansas Avenue

Historic District: N/A

Environs: Gordon Building, the Memorial Building, and the Tinkham Veale Building

Standards: Kansas Standards for Environs Review – KSA 75-2724

Type of work: Demolition of four buildings

Square Footage: 11,167 sq. ft.

Height: 1 and 2 story

Roof Pitch: N/A

Minor Project: ☐ (staff review)

Major Project: ☒ (Landmarks Commission review)

Attachments: Site Plan ☐ Elevations ☐ Arch./Const. Plans ☐

Pictures ☒

Standard – The character of a historic property’s environs should be retained and preserved. The removal or alteration of distinctive buildings, structures, landscape features, spatial relationships, etc. that characterize the environs should be avoided.

Analysis – Demolition of these structures would remove the historical use and character of the environs of the three listed buildings. Absent specific redevelopment plans, the proposed demolition would eliminate landscape feature and spatial relationships that characterize the historical use and purpose of S. Kansas Avenue.

Standard – The environs of a property should be used as it has been historically, or allow the inclusion of new uses that require minimal change to the environs’ distinctive materials, features, and spatial relationships.

Analysis – Absent specific redevelopment plans for these properties, the continued use of these buildings for commercial or office purposes cannot be assured, and their removal would eliminate these uses from the historical context of the listed property’s environs.

Standard – The environs of each property will be recognized as a physical record of its time, place, and use. Changes to the environs that have acquired historic significance in their own right should be retained and preserved.

Analysis – Three of the buildings in question date to the earliest decade of the 20th Century, and therefore are reflective of the structural and architectural characteristics of that time. Demolition of these structures would remove any record of their historical context within the environs of the listed properties.

Standard – Demolition of character-defining buildings, structures, landscape features, etc. in a historic property’s environs should be avoided. When the severity of deterioration requires removal within the environs, compatible reconstruction shall occur.

Analysis – Visible deterioration of these structures beyond normal repair is not evident. Absent specific redevelopment plans for these properties to uphold the historic character of the environs of the listed properties, demolition should be avoided.

Planning Staff recommendation: Based upon the Kansas Standards for Environs Review, the proposed demolition will *encroach upon, damage, or destroy* the historic environs of the Gordon Building, the Memorial Building, and the Tinkham Veale Building

Reviewed by:

Date

926, 928, 930, and 934 S. Kansas Avenue





CITY OF TOPEKA

PLANNING DEPARTMENT
620 SE Madison Street, Unit 11
Topeka, Kansas 66607-1118
Tel.: (785) 368-3728

David Thurbon, Director
Email: dthurbon@topeka.org
Fax: 785-368-2535
www.topeka.org

August 12, 2011

Hunter Glen, LLC
916 SE Adams Street
Topeka, KS 66607

RE: Project Review – Demolition of 926, 928, 930 and 934 S. Kansas Avenue

To Whom it May Concern:

On August 11, 2011, the Topeka Landmarks Commission reviewed the materials and application for a demolition permit for the properties listed above as they relate to the historical environs of the Memorial Building, the Tinkham Veale Building, and the Gordon Building, all of which are listed on the Register of Historic Kansas Places, and the National Register of Historic Places. Please be advised that the Commission determined the proposed demolition will encroach upon, damage, or destroy the historical integrity of the subject properties and the surrounding historic environs. This conclusion will require the presentation of the demolition request to the Topeka City Council before demolition may proceed. Kansas Statute requires that the governing body determine a finding of no prudent or feasible alternative to the proposed demolitions before the demolitions may occur. Should you wish to pursue this finding before the Topeka City Council, please provide me a letter requesting that this item be placed on the City Council agenda for this determination, and the inclusion of supporting documentation detailing why the structures may no longer be feasibly used or maintained. Upon receipt of this documentation, I will place the matter on the earliest available agenda of the Topeka City Council for their consideration.

I am providing a copy of this letter to the Development Services Division for their records.

Please don't hesitate to contact me if you have further questions.

Sincerely,

Timothy Paris
Preservation Planner

RECEIVED

AUG 18 2011

TOPEKA PLANNING
DEPARTMENT**SLOAN, EISENBARTH, GLASSMAN,
McENTIRE & JARBOE, L.L.C.**

Arthur A. Glassman
James R. McEntire
Alan V. Johnson
Martha A. Peterson
Vernon L. Jarboe
Stephen D. Lanterman*
Brian M. Jacques
Christopher W. Sook**
Shaye L. Downing
Michael S. Heptig
Danielle N. Davey

Of Counsel:
James Richard Biles
Emily A. Hartz**

Retired:
Eldon Sloan
Myron L. Listrom
Louis F. Eisenbarth
James W. Sloan

All admitted in Kansas
*Admitted in Nebraska
**Admitted in Missouri

Topeka Office:

1000 Bank of America Tower
534 S. Kansas Avenue
Topeka, KS 66603-3456
(785) 357-6311
(785) 357-6340 (Fax)

Lawrence Office:

842 Louisiana Street
Lawrence, KS 66044
(785) 842-6311
(785) 842-6312 (Fax)

From the Desk Of:
Vernon L. Jarboe
vjarboe@sloanlawfirm.com
Sender's Extension: 230

Reply to Topeka Office

August 17, 2011

Tim Paris
Preservation Planner
City of Topeka - Planning Department
620 SE Madison St, Unit 11
Topeka, KS 66607-1118

RE: Project Review - Demolition 926, 928, 930, & 934 S Kansas Avenue

Dear Tim:

Be advised the undersigned represents Hunter Glen LLC. We have been provided with a copy of your letter of August 12, 2011. Please accept this letter as a request that the governing body consider this item and that it be placed on the City Council agenda for this determination.

We will provide additional supporting information prior to (or at the time of) the City Council meeting. Your assistance and cooperation are greatly appreciated.

Please provide me with a copy of any information provided to the City Council and notice of the hearing as the matter comes up on the agenda.

Sincerely,

VERNON L. JARBOE

VLJ/mk
cc: Client

RECEIVED

AUG 18 2011

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Sincerely,

VERNON L. JARBOE

VLJ/mk
cc: Client

Historic Resources Inventory

177-3184

08/11/2011

Location

County: **Shawnee**
Address: **930 S KANSAS AVE**
Address Remarks:
City: **Topeka** Zip: **66612**
Parcel ID: **109-31-0-40-14-011.00-0**
Legal Description:
Legal Description Remarks:
Datum: **WGS84** Latitude 1: Longitude 1:
Latitude 2: Longitude 2:
Latitude 3: Longitude 3:
Latitude 4: Longitude 4:

Description

Historic Name: **Electric Automobile and Repair Company** Alternate Name: **Commercial Building**
Historic Function: **Commerce/Trade** Subcategory:
Historic Function Remarks: **1913 Sanborn Map of Topeka (Sheet 58) depicts this structure. The map depicts a two-story brick building with stone side walls. The map also indicates the presence of two second-storey windows on the back wall. There is a discrepancy regarding total number of storeys as the Sandborn map depicts a two-story structure and the current structure has three storeys. A change in brick pattern and color on the current structure indicates the third storey was added at a later date. According to a 1912 "Polk-Badges Topeka City Directory," (p 562) this address was used by the Electric Automobile and Repair Company. A photograph from the 1930s shows the structure housing a business called the Green Parrot. Tables in front of the Green Parrot indicate it was probably a restaurant.**
Present Function: **Vacant/Not in Use** Subcategory:
Present Function Remarks:
Residential/Commercial/Regligious Style: **Commercial Style** Secondary Style:
Barn Type: **Not Applicable**
Bridge Type:
Type/Style Remarks: **Three-level red brick commercial structure with three second-level windows decorated with plaster trim. Large horizontal bay window on first-level, flanked by two recessed entrances. North entrance leads to ground-level. South entrance leads to upper levels. Modern metal patches on front facade between ground and second levels. Three vertical windows on second level. Windows are trimmed molded plaster arches and ledges. Decorative molded plaster medallions terminating arches. Decorative metal hook fixtures flanking lower portion of second level, probably used for missing cloth awning. On back, each level displays two arched windows and central doorway. Exterior metal stairs leading to second level. Side walls are composed of native limestone.**
Plan Form: **Rectangle**
Commercial Building Type: **Two-Part Commercial Block**
Roof Form: **Flat**
Stories: **3**
Condition: **Deteriorated**
Principal Material: **Brick**
Material Remarks: **Brick, steel, glass, limestone**
Architect/Builder: **Unknown**
Year of Construction: **1910** Certainty: **Estimated**
Date Notes:
General Remarks: **Second and third levels appear to have been apartments.**
Ancillary Structures:
Ancillary Structure Remarks:

OwnerName: **Hunter Glenn LLC**Address: **916 SE Adams ST 66607 KS 66607**

Address Remarks:

Register StatusListed on State Register: **No**

Date of Listing:

Listed on National Register: **No**

Date of Listing:

Date Demolished (if applicable):

Potentially Eligible for National Register: **Not Assessed****Survey**

Survey Project Name:

Sequence Number:

Surveyed By: **Murl Riedel**Survey Date: **07/28/2011**Inventory Number: **177-3184****Record Review**

Reviewed By:

Review Status: **Pending**

Images and Documents



Caption: **930 S. Kansas Ave. Back. Riedel. 7-28-11**



Caption: **930 S. Kansas Ave. Front. Riedel. 7-28-11**



Caption: **930 S. Kansas Ave. Front. Second & Third Levels. Riedel. 7-28-11**



Caption: **930 S. Kansas Ave. Front. First Level. Riedel. 7-28-11**



Caption: **930 S. Kansas Ave. Photograph 1930s. KSHS Kansas Memory**



Caption: **930 S. Kansas Ave. Related Newspaper Article. Riedel.**

This aerial map of downtown Kansas City, Missouri, illustrates the 500' Historical Environs. The map features several key buildings labeled in red: the State Capitol Building, Tinkham Veale Building, Memorial Building, and Gordon Building. A red line delineates the 500' Historical Environs, and a red arrow points to the proposed site. A north arrow is located in the top right corner. The map also shows the intersection of Kansas and 10th streets.



Standards and Guidelines for Evaluating the Effect of Projects on Environs 1998 Edition (February 24, 1998)

“Environs” means the historic property’s associated surroundings and the elements or conditions which serve to characterize a specific place, neighborhood, district, or area. Generally, the boundary of “notice” will be recognized as the environs of a listed property or district. In some cases during identification of character-defining features, the environs may be determined to extend beyond the boundary of notice as set forth in K.S.A. 75-2715 - 75-2725, as amended.

Standards for Evaluating the Effect of Projects on Environs

1. The character of a historic property’s environs should be retained and preserved. The removal or alteration of distinctive buildings, structures, landscape features, spatial relationships, etc. that characterize the environs should be avoided.
2. The environs of a property should be used as it has been historically or allow the inclusion of new uses that require minimal change to the environs’ distinctive materials, features, and spatial relationships.
3. The environs of each property will be recognized as a physical record of its time, place, and use. Changes to the environs that have acquired historic significance in their own right should be retained and preserved.
4. Demolition of character-defining buildings, structures, landscape features, etc. in a historic property’s environs should be avoided. When the severity of deterioration requires removal within the environs, compatible reconstruction shall occur.
5. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
6. New additions, exterior alterations, infill construction, or related new construction should not destroy character-defining features or spatial relationships that characterize the environs of a property. The new work shall

be compatible with the historic materials, character-defining features, size, scale and proportion, and massing of the environs.

7. Moved historic properties that have not retained or acquired historic significance in their new environs shall be considered as artifacts without environs.

Guidelines for Evaluating the Effect of Projects on Environs

Introduction

In an environs review the objective is to determine the impact of a proposed project on a listed property and its environs. While the issue of materials and design may be discussed in relationship to compatibility with the environs and impact on the listed property, personal opinions regarding the aesthetics of a proposed project are not germane.

Identify, Retain, and Preserve

Like the treatments for historic properties, guidance for environs review begins with the identification of the character-defining features of the environs, its historic and current character, and what must be retained in order to preserve that character. The character of a listed property's environs may be defined by form, exterior materials, such as masonry, wood, or metal; exterior features and elements, such as roofs, porches, windows, or construction details; as well as size, scale and proportion, massing, spatial relationships, etc.

Protect, Maintain, Repair, and/or Replacement

After identifying those materials and features that are important, the effect of the proposed work on the environs of a listed property must be determined. Work that generally involves the least degree of intervention is recommended. Protecting historic features and materials through cyclical maintenance and repair lessens the need for replacement which is always the less preferable alternative and usually more costly. Substitute materials can be installed, when the degree of deterioration requires replacement, provided the substitution is compatible with the environs.

Alterations / Additions for the New Use

Interior alterations of properties within the environs of a listed property have little, if any, impact on the listed property. Exterior alterations of properties in the environs of a listed property are generally needed to assure continued use, but it is important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, and/or relationships. Alterations may include demolition of structure(s) and/or features, providing additional parking, modification of entries, installation of signs, or cyclical maintenance involving repairs with non-compatible materials.

The construction of additions is sometimes essential for the continued use of a property, but the addition should only be reviewed for its impact on the listed property and the environs. The line of sight between a listed property and a proposed project is often directly related to the impact of a project on the listed property.

DEMOLITION

Recommended

Retain the features that define the character of a listed property's environs when possible.

When removal of a character-defining feature or structure is necessary, a new feature or structure that is compatible with the environs should be installed.

Not Recommended

Demolition of character-defining features or structures with no plans for compatible replacement features or structures.

Demolition of character-defining structure(s) with the intention of creating open space, such as a parking lot or park.

Demolition of character-defining structure(s) and replacement of it with a historic building moved to the site.

SIGNS

Recommended

Retain existing signs that characterize the environs of a listed property.

Replacement and new signs should be compatible and/or match the size and shape of signs in the environs.

Not Recommended

Removal of existing signs that characterize the environs of a listed property.

Installing new signs that are incompatible and/or inconsistent with the size, shape, and character of the signs that are typical in the environs.

ZONING

Recommended

Maintain zoning that continues the historic land use in the environs of a listed property.

When rezoning is required within the environs of a listed property, the impact of the rezoning should be considered the steps taken to mitigate adverse effects.

When replatting is necessary, all subsequent new construction should be compatible with the environs in relationship to the setbacks, form, size, scale, massing, etc.

Not Recommended

Rezoning to allow development that is incompatible and/or inconsistent with the character of the environs.

Speculative or spot rezoning without a well-defined use for the property that is compatible with the environs.

Any rezoning without design documents indicating the compatibility of the proposed new use, additions, and/or infill construction.

Replatting to facilitate new construction that is incompatible and/or inconsistent with the character of the environs of a listed property.

EXTERIOR MODIFICATIONS TO STRUCTURES

Recommended

Retain existing features that characterize the environs of a listed property. When necessary, repair or replace deterioration to match original.

If roofs, porches, or other character-defining features are modified or added, they should be compatible and/or consistent with common or typical roofs, porches, or other features found in the environs of the listed property.

When replacement of features or materials is necessary, design of new features and selection of new materials should be compatible with and/or match the composition and appearance of features of materials being replaced.

Not Recommended

Removal or alteration of features that characterize the environs of the listed property.

Replacement of materials with new materials that are not compatible and/or consistent with the types of materials that are common or typical in the environs.

Addition of features that are inconsistent and/or incompatible with the types of features that are common or typical of the environs.

ADDITIONS

Recommended

The scale of additions should not dominate the existing design patterns that characterize the environs of a listed property.

Additions should follow and/or be compatible with the patterns of setback, design, style, etc. that characterize the environs of the listed property.

Additions should be the same material and/or compatible with the existing structure.

Not Recommended

Additions that dominate the existing structure and/or the environs of the listed property.

Additions that destroy relationships between character-defining features of the listed property's environs.

Additions that are not compatible and/or typical of the patterns, design, style, etc. already established in the environs of a listed property.

Additions that obstruct important views and vistas from or to the listed property.

PARKING

Recommended

When possible maintain the parking patterns that characterize the environs of a listed property.

When new parking areas are required, design them to be consistent with the character of the environs and to intrude as little as possible.

Not Recommended

Wholesale modification of traditional, character-defining parking patterns.

Creation of new parking areas that are incompatible and/or inconsistent with the parking patterns that characterize the environs.

SITE MODIFICATIONS

Recommended

Retain landscape features, such as trees on lot lines or along the street and open spaces, that characterize the environs of a listed property. When necessary, replace diseased or storm-damaged vegetation with similar new plants.

Retain existing character-defining fences, retaining walls, exterior lighting, public utilities and amenities, etc. When necessary, repair or replace deterioration to match original.

When adding a fence, retaining wall, exterior lighting, public utilities and amenities, etc., use a design, materials, and locations that are compatible with and/or typical in the environs.

Retain existing streets and alleys, and the associated features such as curbs and curb cuts, when possible.

When existing streets, alleys, and features must be repaired or replaced, use materials and design that are compatible and/or match the existing.

Not Recommended

Removal of vegetation that characterizes the environs of a listed property.

Construction of new structures on planned or traditional open space that define the environs of the listed property.

Removal of existing character-defining fences, retaining walls, exterior lighting, public utilities and amenities, etc. from the environs of the listed property.

Replacement of existing (or installing new) character-defining fences, retaining walls, exterior lighting, public utilities and amenities, etc. with new features that are not compatible and/or consistent with the character of the environs.

Resurfacing, replacing, or adding new streets, alleys, and their associated features with materials and designs that are incompatible and or inconsistent with the environs.

NEW / INFILL CONSTRUCTION**Recommended**

New construction should relate to the setback, size, form, patterns, texture, materials, and color of the features that characterize the environs of listed properties.

Where there are inconsistent setbacks or varied patterns, the new construction should fall within the range of typical setbacks and patterns in the environs of the listed property.

Not Recommended

New construction that is inconsistent and/or not compatible with the character of the environs of the listed property.

New construction that destroys existing relationships within the environs of a listed property.

New construction that dominates the environs

New construction that obstructs views or vistas from or to the listed property.

Arthur A. Glassman
James R. McEntire
Alan V. Johnson
Martha A. Peterson
Vernon L. Jarboe
Stephen D. Lanterman*
Brian M. Jacques
Christopher W. Sook**
Shaye L. Downing
Michael S. Heptig
Danielle N. Davey

Of Counsel:
James Richard Biles
Emily A. Hartz**

Retired:
Eldon Sloan
Myron L. Listrom
Louis F. Eisenbarth
James W. Sloan

All admitted in Kansas
*Admitted in Nebraska
**Admitted in Missouri

SLOAN, EISENBARTH, GLASSMAN, McENTIRE & JARBOE, L.L.C.

Topeka Office:

1000 Bank of America Tower
534 S. Kansas Avenue
Topeka, KS 66603-3456
(785) 357-6311
(785) 357-6340 (Fax)

Lawrence Office:

842 Louisiana Street
Lawrence, KS 66044
(785) 842-6311
(785) 842-6312 (Fax)

From the Desk Of:
Vernon L. Jarboe
vjarboe@sloanlawfirm.com
Sender's Extension: 230

Reply to Topeka Office

September 30, 2011

David Thurbon
City Planning Commission
City of Topeka - Planning Department
620 SE Madison St
Topeka, KS 66607-1118

RE: Demolition Application by Hunter Glen LLC
Demolition 926, 928, 930, & 934 S Kansas Avenue

Dear David:

This letter is a follow up of our recent conversation at your office and inquiry concerning why Mr. Spees feels it necessary to request a demolition permit. By this letter and the attachments, I hope to provide the information that you have requested. We would request an early hearing before the City Council because the season for construction/demolition is upon us.

Enclosed, you will find a letter from Woltkamp Construction Co., Inc. Mr. Woltkamp is a respected builder and historic remodeler in the City of Topeka. He has been in business for over 30 years and handles several million dollars of construction every year. His opinion indicates the anticipated costs of remodeling these structures.

Also enclosed, you will find a letter from Dick Laird of Associated Commercial Brokers. Associated Commercial Brokers is one of the largest commercial brokerage firms in the City of Topeka. They are well experienced in both development and leasing projects. They are the regular real estate licensee used by Hunter Glen for these purposes. Their opinion clearly indicates that the rents that would be anticipated from this project are significantly less than the anticipated costs of remodeling and then holding the property open for rent.

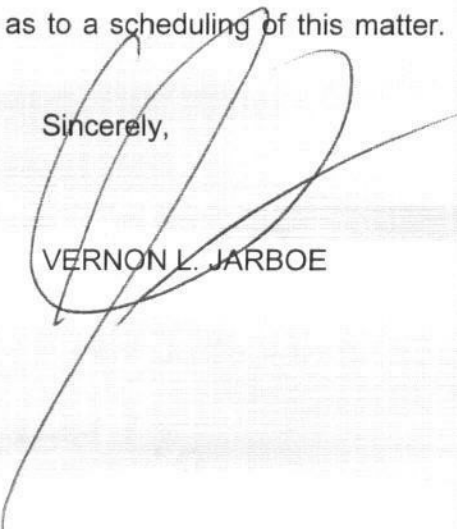
Finally, you will find enclosed a letter from Patrick Gideon, President of Silver Lake Bank. Mr. Gideon is the regular lender for Marvin Spees, owner and principal of Hunter Glen, LLC. As you can see, Mr. Gideon's opinion is that this loan would not meet commercially reasonable standards because the cash flow is inadequate to cover the costs. Further, he comments that this would be an unwise investment of Mr. Spees cash if Mr. Spees were to attempt this same transaction with cash rather than borrowed money.

Page 2
David Thurbon
September 30, 2011

Mr. Spees is willing, after demolition, to make the site reasonably level and available to the City for maintenance of a green space area in downtown if the City should so desire. He would do that at no cost to the City, but would require that he be able to notify the City on relatively short notice that it remove any permanent improvements it desires placed there by the City so that he could commence construction on a new project if and when such an opportunity presents itself.

I look forward to hearing from you soon as to a scheduling of this matter. If additional information is required, please inquire.

Sincerely,



VERNON L. JARBOE

VLJ/mk
Enclosures
cc: Client

**WOLTKAMP CONST. CO., INC**

348 S.W. GREENWOOD AVE.

TOPEKA, KS 66606

(785) 357-6782

14 September, 2011

Mr. Marvin Spees
Hunter Glen, LLC
911 SE Adams
Topeka, Kansas 66607

Re: Kansas Ave. properties

Dear Marvin,

I have looked at your four properties at the corner of 10th Street & Kansas Avenue. The addresses are 926, 928, 930 & 934 S. Kansas Avenue. The buildings are all vacant and in various states of disrepair. In order to bring these buildings back to a useable condition, it will require an extensive amount of work. Any remodeling or rehabilitation will require these buildings be brought up to meet current City codes.

The average cost for work of this type varies from \$ 120 to \$ 150 per square foot, depending on the future tenant's particular needs and design. The building to the north at 926 has sustained fire damage sometime in the past. The costs to remodel this space could be considerably more, once the requirements from City Inspection and a structural engineer are determined. If you have any questions, please feel free to contact me.

Respectfully submitted
Woltkamp Const. Co., Inc.

Date 14 Sept '11

By Thomas L. Woltkamp Pres.
Thomas L. Woltkamp, Pres.



www.silverlakebank.com

**MAIN BANK
TOPEKA**

Jayhawk Plaza
PO Box 8330
201 NW Hwy 24
Topeka KS 66608
phone: 785.232.0102
fax: 785.232.4010

TOPEKA

Gage Bank
2011 SW Gage Blvd
Topeka KS 66604
phone: 785.272.2270
fax: 785.272.7303

Southwest Bank
2100 SW Urish Rd
Topeka KS 66614
phone: 785.290.2270
fax: 785.290.2273

SILVER LAKE
PO Box 69
209 Railroad St
Silver Lake KS 66539
phone: 785.582.4651
fax: 785.582.4120

September 28, 2011

Mr. Marvin Spees
Hunter Glen, LLC
911 SE Adams
Topeka, KS 66607

**Re: 926 S. Kansas Ave., Topeka, KS
928 S. Kansas Ave., Topeka, KS
930 S. Kansas Ave., Topeka, KS
934 S. Kansas Ave., Topeka, KS**

Dear Marvin,

We have reviewed your request for a loan to rehabilitate and renovate the above referenced properties.

We regret to inform you that we are denying your request as the project costs and depreciation exceed the projected lease rental rates for a commercially viable project. I would arrive at the same conclusion if you were financing these improvements with your own money.

Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick R. Gideon'.

Patrick R. Gideon
President

PRG:tap



September 19, 2011

Marvin Spees
Hunter Glen, LLC
911 SE Adams
Topeka, KS 66607

Dear Mr. Spees:

I received a copy of Woltkamp Construction's letter offering an opinion of costs involved to bring your buildings at 926, 928, 930 and 934 Kansas Avenue to habitable condition. As these buildings are very old, rehab costs are excessive. Mr. Woltkamp's estimate of cost is \$120 to \$150 per square foot. It is conceivable costs could exceed that depending on city codes, tenant requirements, etc.

These buildings contain 9,375 square feet on the street level. Using this number and Mr. Woltkamp's estimate of \$120 to \$150 per square foot, the apparent cost for rehab appears to range from \$1,100,000.00 to \$1,400,000.00.

In order to finance this project, lenders will require at least 30% or more be leased (900 Kansas Avenue). Assuming a 70% loan equity contribution could be as much as \$400,000.00. Debt service at the lesser amount (\$1,100,000) would be \$89,000 per year (\$9.50 per square foot), based on a 7% interest rate and 15 year amortization.

Additional economic issues would include taxes \$2.00 to \$4.00 per square foot, and a return on equity of \$3.00 per square foot. This would take into account vacancy rates and other intangibles. On that basis, your cost would be expected to be between \$14.50 and \$16.50 per square foot.

In my opinion, the best income that is likely to be achieved is only \$10.00 to \$12.00 per square foot. On that basis, rehabilitation of the property would not be feasible in the long run.

Sincerely,

ASSOCIATED COMMERCIAL BROKERS CO.



Dick Laird
Associate Broker



A Capital City Government Working For You...

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 17, 2011

Back Print

DATE:	November 1, 2011	
CONTACT PERSON:	Pam Simecka/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 Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of October 10, 2011, through October 16, 2011, 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:

Approved expenditures for the period October 10, 2011 through October 16, 2011, in the amount of \$2,439,978.72.

SOURCE OF FUNDING:

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

ATTACHMENTS:

[Weekly Expenditures](#)

[DETAIL REPORT AP WEEK ENDING 10/16/11](#)

[DETAIL REPORT CB55 WEEK ENDING 10/16/11](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of October 10, 2011, through October 16, 2011, 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 of 155 vendor checks written this period	756,138.67
-------------------	--	------------

	Total vendor payments voided in this period (net)	00.00
--	---	-------

	Total of 132 electronic transfers to vendors this period	1,683,840.05
--	--	--------------

	Total net payroll to employees this period	000,000.00
--	--	------------

	Total payroll related electronic transfers this period	<u>000,000.00</u>
--	--	-------------------

	Total for expenditures in this period	<u>\$2,439,978.72</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

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
Electronic Payments			
15948	10/14/2011	BROOKS, GENA	639
40820.5713		EE MILEAGE 7/1-9/30/11	100.68
15949	10/14/2011	DEGAND, GREGORY LEE	1304
40815.6611		EE MILEAGE 7/1-9/30/11	57.17
15950	10/14/2011	DONALD O'DELL	6298
40823.3653		LINDSBURG KS 10/3-6/11	36.80
15951	10/14/2011	ELLIOTT, FRANK H	1512
40816.3726		EE-MILEAGE 7/1-9/30/11	155.84
15952	10/14/2011	FEYH, LANCE E	6273
40780.4380		ADV-SALINA KS 10/16-28/11	101.20
15953	10/14/2011	FISHER, TAMMY	1696
MILEAGE REIMB 9		WCCOT2010009366	388.97
15954	10/14/2011	FRITZ, KATHY	1800
40756.5433		ADV-VIRGINA BEACH VA 10/16-19	173.60
15955	10/14/2011	MCCOY, SHANE MICHAEL	3276
40823.3661		LINDSBURG KS 10/3-6/11	36.80
15956	10/14/2011	PARIS, TIMOTHY	6611
40499.6615		ADV-BUFFALO NY 10/18-22	268.80
15957	10/14/2011	SODEN, MITCHELL C	4650
40823.3676		LINDSBURG KS 10/3-6/11	36.80
15958	10/14/2011	WALTMAN, ROBERT	5282
40820.4396		EE MILEAGE 7/1-9/30/11	34.30
15959	10/14/2011	AAA ALLIED GROUP INC	22
265781	12193		38.50
266025	12111		38.50
266070	12111		38.50
266235	12111		38.50
266236	12111		38.50
266340	12111		38.50
266342	12111		38.50
266343	12111		65.50
266344	12111		38.50
266453	12111		38.50
263425	12111		38.50
264255	12193		68.50
183 1011	12105		650.00
15960	10/14/2011	ALL AMERICAN ASPHALT &	120
10416 10	10416		32,714.09
15961	10/14/2011	AMERIPRIDE	197
2300065308	15114		173.45
2300068681	15114		172.97
2300074399	12841		77.59
2300075111	12299		25.50
2300075707	15114		172.97
2300075708	12299		35.00
2300075716	12299		15.95
2300075720	12841		4.98
2300075721	12841		52.63
2300075722	12841		138.64

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2300075723	12841		73.58
15962	10/14/2011	ANSWER TOPEKA 237	1,601.50
12718 A6427 OCT	12718		74.50
14536 A6428 OCT	14536		1,527.00
15963	10/14/2011	ARMSTRONG CONSTRUCTION 255	1,250.00
2035	559577		1,250.00
15964	10/14/2011	BINSWANGER ENTERPRISES LLC 7825	2,904.90
I593032062	15099		2,500.00
I593032081	15267		190.00
I593032162	15267		214.90
15965	10/14/2011	BLUE BELL CREAMERIES LP 526	97.32
048082661196	13858		97.32
15966	10/14/2011	BLUE CROSS BLUE SHIELD INC 528	112,804.22
W/E 10/11/11	DE		112,804.22
15967	10/14/2011	BOETTCHER SUPPLY INC 543	80.73
709973 1	12200		80.73
15968	10/14/2011	BRENNTAG MID SOUTH 607	4,077.12
BMS091003	12756		4,077.12
15969	10/14/2011	CDW GOVERNMENT INC 857	1,604.51
ZQX9579	15664		1,604.51
15970	10/14/2011	CONTINENTAL ANALYTICAL SERVICE 1081	196.00
136985	12696		36.00
137047	12696		160.00
15971	10/14/2011	CREATIVE LANDSCAPE INC 1166	4,674.02
00001	14079		353.00
19024	13938		570.00
19073	13938		570.00
19074	14079		353.00
19131	14079		353.00
19132	13938		570.00
19189	13938		570.00
19190	14079		353.00
19382	13987		982.02
15972	10/14/2011	CRIME STOPPERS OF TOPEKA INC 1171	80.00
CR 2011 0005273 M	DN BOND		80.00
15973	10/14/2011	CROSS MIDWEST TIRE INC 1183	65.63
20157353	12209		18.38
20157354	12209		31.50
20157364	12209		15.75
15974	10/14/2011	CUSIP GLOBAL SERVICES 1212	240.00
34960789	BONDS		240.00
15975	10/14/2011	DELTA DENTAL OF KANSAS INC 1323	13,287.05
12329 SEP 11	12329		4,230.45
W/E 10/06/11	12329		9,056.60
15976	10/14/2011	DESIGNED BUSINESS INTERIORS 1336	3,268.71
8472	15471		3,268.71
15977	10/14/2011	DIAMOND INTERNATIONAL INC 1347	574.83

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
TI67349	12210		67.19
TI67357	12210		41.40
TI67453	12210		448.78
TI67491	12210		17.46
15978	10/14/2011	DIGITAL SAFETY TECHNOLOGIES IN 1359	125.00
19895	12211		125.00
15979	10/14/2011	DRAIN SMART 1414	6,510.00
1300 SE 8TH	15845		6,510.00
15980	10/14/2011	DURKIN EQUIPMENT CO 1451	4,011.50
K0000982	15689		4,011.50
15981	10/14/2011	EAST TOPEKA COUNCIL ON AGING I 1469	5,242.00
09302011	13385		5,242.00
15982	10/14/2011	ELITE CONCRETE 6795	3,247.83
79217	15089		2,410.00
80954	15294		837.83
15983	10/14/2011	EMERGENCY FIRE EQUIPMENT 1526	52.61
23566	12213		52.61
15984	10/14/2011	EPCO CARBON DIOXIDE PRODUCTS 1551	4,231.55
127526	14541		1,266.30
128115	14541		1,468.20
128212	14541		1,497.05
15985	10/14/2011	FISHER MUDJACKING INC 7675	2,700.00
15297	15297		2,700.00
15986	10/14/2011	GO BLUE LLC 7071	1,525.44
2011 1173	12522		1,525.44
15987	10/14/2011	GRANT STREET GROUP 1965	1,750.00
6600	BONDS		1,750.00
15988	10/14/2011	GRAYBEAL CONSTRUCTION CO INC 1978	566,220.33
14441 4	14441		566,220.33
15989	10/14/2011	HERNLY ASSOCIATES INC 2214	2,780.00
10219	15501		695.00
10220	15503		1,390.00
10221	15507		695.00
15990	10/14/2011	HOUSING & CREDIT COUNSELING IN 2312	11,700.00
13532 4	13532		11,700.00
15991	10/14/2011	IDEXX DISTRIBUTION INC 2381	12.78
254254232	14984		12.78
15992	10/14/2011	INTERSTATE ELEVATOR INC 2438	103.42
8235	15144		103.42
15993	10/14/2011	ISS FACILITY SERVICES INC 2447	13,538.47
110541	12671		13,538.47
15994	10/14/2011	ITG CONSULTING INC 2449	6,806.00
3117	12523		4,806.00
3118	12523		2,000.00
15995	10/14/2011	JAYHAWK AREA AGENCY ON AGING 2500	2,575.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
13533 3	13533		2,575.00
15996 N574834	10/14/2011 DE	JAYHAWK FILE EXPRESS LLC WO #N021842/N021998/N022284	2502 111.00
15997 2181	10/14/2011 15823	JST CONSTRUCTION CO LLC	2599 2,000.00
15998 2011 6	10/14/2011 15352	K-5 MAINTENANCE & REPAIR LLC	2610 1,412.00
15999 6 175198	10/14/2011 12230	KAN EQUIPMENT INC	2621 65.43
16000 1280 4620 5144	10/14/2011 SALES TAX WATE	KANSAS DEPT OF REVENUE	2691 35,674.44
16001 1283 5593 4772	10/14/2011 SALES TAX ZOO	KANSAS DEPT OF REVENUE	2691 4,397.56
16002 1283 7736 6184	10/14/2011 SALES TAX PARK	KANSAS DEPT OF REVENUE	2691 2,857.96
16003 5100003431452095	10/14/2011	KANSAS GAS SERVICE INC	2707
5100077021550147		KS GAS 620 MAD	303.87
5101029401003101		KS GAS COMM CT	27.57
5104416141447463		KS GAS FIRE	835.09
5104557811003101		KS GAS 201 TOP	34.54
5105050161003101		KS GAS CODE	56.81
510732910144747C		KS GAS WPC	253.01
510732910144747C		KS GAS 1901 WE	41.20
16004 1159 1161	10/14/2011 13674 13986	KANSAS TURF	7216 1,805.10 1,443.12
16005 3015529 3015530	10/14/2011 12704 14690	KEY STAFFING INC	2849 522.40 750.00
16006 100	10/14/2011 15592	TJELMELAND, KYLE D	8005 1,475.00
16007 12561 SEP 11	10/14/2011 12561	LANDES, DENISE	2952 80.00
16008 673184	10/14/2011 14231	LIBERTY FRUIT COMPANY INC	3057 424.40
16009 15938 15941 726H091611	10/14/2011 15938 15941 15509	LP S EXCAVATING INC	3125 2,135.00 2,030.00 4,883.00
16010 03136159 50141705 50141706 50141707 50141713 50141714	10/14/2011 14903 12504 12504 12504 14903 14903	MATHESON TRI-GAS INC	7179 158.95 119.20 30.40 30.40 166.00 53.80
16011	10/14/2011	MAX FIRE APPARATUS INC	3246

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
I0003325	15403		214.20
I0003464	15403		214.20
I0003508	15403		8.08
I0003577	15403		214.20
16012	10/14/2011	METROPOLITAN TOPEKA AIRPORT	3366
0022090 IN	13482		1,255.37
16013	10/14/2011	MICHAEL & SONS INC	3377
80647	15206		2,118.19
82246	15510		2,029.82
82423	15600		5,269.31
82709	15699		6,969.80
16014	10/14/2011	MID-STATES SUPPLY CO INC	3402
1342412 01	12836		90.00
1344093 01	12836		29.82
16015	10/14/2011	MOODY'S INVESTORS SERVICE	7102
F1812125 000	BONDS		11,200.00
F1812137 000	BONDS		5,600.00
F1812984 000	BONDS		11,200.00
16016	10/14/2011	MORNING STAR CONSTRUCTION INC	3524
15562	15562		2,452.00
15792	15792		815.00
16017	10/14/2011	O REILLY AUTO PARTS	3714
0152 262904	12243		23.60
0152 263062	12243		261.66
0152 265188	12243		22.49
0152 265295	12243		32.04
0152 265311	12243		6.80
16018	10/14/2011	PACE ANALYTICAL SERVICES	3794
116100796	12740		404.00
16019	10/14/2011	PEPSI COLA OF TOPEKA	3887
3050086	12555		287.00
3050184	12555		76.50
3050213	12555		91.80
16020	10/14/2011	PROFESSIONAL ENGINEERING	4018
430076	12778		4,840.00
608482	558125		1,418.00
608688	14686		3,625.00
16021	10/14/2011	R E PEDROTTI COMPANY	4067
00040479 TOPW2V	15587		3,522.52
16022	10/14/2011	RAY ALLEN MANUFACTURING CO INC	4115
270584 2	15662		559.60
16023	10/14/2011	RED THE UNIFORM TAILOR INC	4131
00R15045	14855		151.00
16024	10/14/2011	REIN, LINNEA S	4166
536865	12664		47.50
16025	10/14/2011	SELLERS EQUIPMENT INC	4470
IC215724	12246		3,223.01
16026	10/14/2011	SHOCKWAVE ELECTRIC LLC	4545

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2591	15263		381.56
2596	15264		975.00
16027	10/14/2011	SOUND PRODUCTS INC 4663	46.56
3113500 IN	12765		46.56
16028	10/14/2011	SPARKS, HARLEY E 4685	6,379.70
15003 SEP 11	15003		6,379.70
16029	10/14/2011	STAPLES CONTRACT & COMMERCIAL 4725	735.33
110465364	15768		221.66
110465619	15785		129.23
110482732	15791		56.99
110483010	15805		129.84
110483043	15807		61.59
110501443	15808		82.76
110501455	15833		53.26
16030	10/14/2011	STEPHENS, BILL 4746	225.00
093011	12866		225.00
16031	10/14/2011	SUPERIOR SIGNALS INC 6761	531.00
283323	12190		531.00
16032	10/14/2011	TRUCK PARTS & EQUIPMENT INC 5102	1,426.98
296255	12182		76.60
296293	12255		102.83
296464	12255		319.18
296517	12255		980.00
296623	12255		33.66
296730	12255		29.64
296804	12182		622.72
296850	12182		83.68
296919	12255		-980.00
296920	12255		132.74
296923	12182		25.93
16033	10/14/2011	UMB BANK NA 5127	60,636.25
PCARD10072011			60,636.25
16034	10/14/2011	VANDERBILT'S NO 6 5199	400.97
144702	15407		199.98
145971	15698		121.00
146190	12295		79.99
16035	10/14/2011	VETERINARY MEDICAL & SURGICAL 5222	136.84
56643	12967		136.84
16036	10/14/2011	WALKER TOWEL & UNIFORM SERVICE 5266	407.40
1431308	13253		16.85
1431309	13253		4.40
1431310	13253		15.60
1431311	13253		32.35
1431312	13253		10.35
1434039	13253		16.85
1434041	13253		32.35
1434042	13253		10.35
1436872	13253		16.85
1436873	13253		4.40
1436874	13253		15.60
1436875	13253		32.35
1436876	13253		10.35
1439628	12297		12.45
1439649	13253		16.85

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1439651	13253		32.35
1439652	13253		10.35
1440191	12297		7.65
1440192	12297		23.90
1440715	12745		16.90
1440716	12745		2.40
1440717	12745		27.70
1440718	12745		3.60
1440719	12745		15.00
1440720	12745		11.60
1440725	12745		8.00
16037	10/14/2011	WESTERN WATERPROOFING CO INC	7364
13762 4	13762		11,437.28
16038	10/14/2011	WINGFOOT COMMERCIAL TIRE	5494
123 1040092	12261		122.78
123 1040116	12261		267.82
123 1040149	12186		1,995.28
16039	10/14/2011	C J WRIGHT INC	7377
WRI107-1011		S+C Oct 2011 Payment	273.00
WRI107-DEP		DEPOSIT	500.00
16040	10/14/2011	HD GERLACH REALTY	2145
LUT103-1011		S+C Oct 2011 Payment	359.00
LUT103-DEP		DEPOSIT	200.00
16041	10/14/2011	MTJ PROPERTIES LLC	3563
WEN103-1011		S+C Oct 2011 Payment	535.00
WEN103-DEP		DEPOSIT	400.00
16042	10/14/2011	WARREN, FRANK R	5298
GRE101-082611A		HPRP - AUGUST 2011	685.00
16043	10/14/2011	MEDTRAK SERVICES LLC	3330
107916	12487		56,781.26
108445	12487		34,664.29
108446	12487		2,677.67
16044	10/14/2011	BROWNE JR, THOMAS P	664
10/9/11 ASBTB		Adult Softball	34.00
16045	10/14/2011	CLARK, GEORGIA	955
15849	15849		60.00
16046	10/14/2011	DEAN, ROBERT	1290
10/9/11 ASBRD		Adult Softball	48.00
10/9/11 AVBRD		Adult Volleyball	20.00
10/9/2011 SOBBRE		Senior Olympics	144.00
10/9/2011 SOSBRE		Senior Olympics	48.00
16047	10/14/2011	EDISON, MARY	1486
12641 SEP 11	12641		175.00
16048	10/14/2011	EZELL, HARRY	1597
10/9/11 ABBHE		Adult Basketball	51.00
10/9/11 AVBHE		Adult Volleyball	130.00
10/9/2011 SOBBHE		Senior Olympics	68.00
10/9/2011 SOVBHE		Senior Olympics	104.00
16049	10/14/2011	MCGIRR, GARY R	7656
15677 1	15677		40.00

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
15677 FINAL	15677		40.00	
16050	10/14/2011	JACK, ARNOL R	2471	24.00
10/9/11 ABBAJ		Adult Basketball	24.00	
16051	10/14/2011	JONES, ANTWAUN	2580	44.00
10/9/11 AVBAJ		Adult Volleyball	44.00	
16052	10/14/2011	KENNEDY, BRIAN	2832	293.00
10/9/11 AVBBK		Adult Volleyball	208.00	
10/9/2011 SOSBBK		Senior Olympics	85.00	
16053	10/14/2011	LUNA, NARCISO	3138	68.00
10/9/2011 SOSBNL		Senior Olympics	68.00	
16054	10/14/2011	LUTTERMAN, ERIC	3144	481.00
10/9/11 ABBEL		Adult Basketball	48.00	
10/9/11 AVBEL		Adult Volleyball	182.00	
10/9/2011 SOBBEL		Senior Olympics	80.00	
10/9/2011 SOSBEL		Senior Olympics	119.00	
10/9/2011 SOVBEL		Senior Olympics	52.00	
16055	10/14/2011	MELLINGER, JAMES	3342	100.00
15847	15847		100.00	
16056	10/14/2011	MOCK, CLYDE	3485	90.00
10/9/11 AVBCM		Adult Volleyball	90.00	
16057	10/14/2011	WELBORN, PAYTON M	6945	150.00
15621 1	15621		37.50	
15621 FINAL	15621		37.50	
15622 1	15622		37.50	
15622 FINAL	15622		37.50	
16058	10/14/2011	RUTTER, PAM	4318	52.00
10/9/11 AVBPR		Adult Volleyball	52.00	
16059	10/14/2011	SALERNO, MICHAEL A	4346	135.00
15530 1	15530		75.00	
15535 1	15535		15.00	
15848 1	15848		45.00	
16060	10/14/2011	SWOBODA, TEGAN	4847	182.00
10/9/2011 SOVBTS		Senior Olympics	182.00	
16061	10/14/2011	BETTIS ASPHALT & CONSTRUCTION	470	144,649.69
1109 017	15179		144,649.69	
16062	10/14/2011	C-HAWKK CONSTRUCTION INC	911	4,197.60
14810	14130		333.80	
14811	14130		144.90	
14813	14130		1,128.00	
14814	14130		599.50	
14815	14130		155.40	
14816	14130		221.10	
14817	14130		448.35	
14818	14130		183.30	
14819	14130		127.80	
14820	14130		475.50	
14821	14130		235.20	
14822	12449		144.75	
16063	10/14/2011	CAPITAL CITY OIL CO INC	778	33,286.91

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
007844	12127		37.81
008041	12840		314.20
008050	12133		791.35
008081	12127		35.91
979705	12127		30,662.27
DN 570	12127		261.24
DN 675	12127		1,184.13
16064	10/14/2011	CHAMPION BRANDS LLC 883	483.23
412450	12139		148.46
412451	12139		334.77
16065	10/14/2011	CLAYTON PAPER & DISTRIBUTION I 965	117.60
031805	15638		117.60
16066	10/14/2011	EMCON INC 1523	78,001.75
11929	14039		78,001.75
16067	10/14/2011	FLU CON INC 1729	209.38
P 79207 0	12216		69.49
P 79266 0	12216		24.18
P 79282 0	12216		115.71
16068	10/14/2011	JOHNSON CONTROLS INC 2546	4,443.00
1 3967552652	12677		4,443.00
16069	10/14/2011	LINDYSPRING WATER LLC 3071	83.50
634272	12858		15.75
634273	12858		5.95
634614	12858		11.90
634616	12858		11.90
652166	12858		8.00
652264	12858		30.00
16070	10/14/2011	M & M EXCAVATING 3157	3,759.00
80089	15254		3,759.00
16071	10/14/2011	MCELROY'S INC 3289	9,217.70
0677391 IN	15309		9,217.70
16072	10/14/2011	SALISBURY SUPPLY COMPANY INC 4352	90.42
01025261	12753		42.76
01025458	12873		47.66
16073	10/14/2011	SCHMIDTLEIN EXCAVATING INC 4406	231,973.88
10113 31	559422		231,973.88
16074	10/14/2011	TAZCO INC 4885	3,304.25
82153	15518		3,304.25
16075	10/14/2011	TOPEKA ELECTRIC MOTOR REPAIR I 5025	265.00
33455	12744		75.00
33481	12744		90.00
33760	12752		100.00
16076	10/14/2011	USA BLUE BOOK 5175	967.28
496028	12738		926.18
496177	12738		41.10
16077	10/14/2011	UTILITEC 7058	18,190.00
1111 PA	13692		18,190.00
16078	10/14/2011	WATER PRODUCTS INC 5324	12,580.00

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0882177 IN	15741		12,580.00
16079	10/14/2011	WHITE STAR MACHINERY & SUPPLY 5408	3,652.35
06065374	14440		3,255.00
06068465	14440		3,255.00
06068561	14440	RETURN AGAINST INV 06068465	-2,857.65
Total for Electronic Payments			1,683,840.05
Check Payments			
689382	10/14/2011	STUMBO HANSON LLP 4803	100.00
49354	10074		100.00
689383	10/14/2011	ADVANCED CORRECTIONAL 7725	4.63
19624	DE		4.63
689384	10/14/2011	AIR COMPRESSOR ENGINEERING LLC 93	1,912.29
0011654 IN	12603		1,912.29
689385	10/14/2011	AMERICAN PRESORT 177	10,119.83
SEPTEMBER 2011	POSTAGE		10,119.83
689386	10/14/2011	ARMSTRONG BICYCLE SHOP CO INC 795	385.00
15661	15661		385.00
689387	10/14/2011	AT&T 282	1,069.06
0738033665 09251	CIRCUITS		273.94
0780773571 09251	CIRCUITS		795.12
689388	10/14/2011	AT&T GLOBAL SERVICES 286	2,505.40
SB677105	558783		2,090.55
SW106515	558783		414.85
689389	10/14/2011	BERRY TRACTOR & EQUIPMENT CO 463	563.66
03008820	12198		563.66
689390	10/14/2011	BOZARTH CHEVROLET 578	315.15
595602	12201		99.94
595727	12201		215.21
689391	10/14/2011	BRIGGS DODGE INC 621	145.60
90708	12203		145.60
689392	10/14/2011	BROWN'S TREE SERVICE LLC 671	2,400.00
2299	15910		2,400.00
689393	10/14/2011	BROWNS SUPER SERVICE INC 670	172.00
05743	12204		172.00
689394	10/14/2011	CAPITAL CITY TREE CARE INC 780	2,400.00
437620	15890		2,400.00
689395	10/14/2011	CHRYSLER GROUP GLOBAL ELECTRIC 7031	876.00
90173847	12270		68.74
90173967	15836		807.26
689396	10/14/2011	CLAIBORN & ASSOCIATES INC 1742	160.00
13097 HBI-R 8/1-8/	13097		160.00
689397	10/14/2011	COLORWORKS PAINT & SUPPLY INC 1036	47.04
319412	12892		47.04
689398	10/14/2011	COMPUNETICS SYSTEMS INC 1058	744.45
27278	15667		744.45

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
689399 111631	10/14/2011 15897	CONTROL SCREENING 5918	4,600.00 4,600.00
689400 11216	10/14/2011 15911	CUSTOM TREE CARE 1216	2,400.00 2,400.00
689401 15918	10/14/2011 15918	KIRKSEY, DANIEL 8009	100.00 100.00
689402 123925 124109	10/14/2011 15905 15753	DEBACKERS INC 1292	2,516.00 85.00 2,431.00
689403 410 SW TAYLOR S	10/14/2011 15989	EDWARDS, DEBORAH A 8022	5,005.27 5,005.27
689404 416 SW TAYLOR S	10/14/2011 15989	EDWARDS, DEBORAH A 8022	5,005.27 5,005.27
689405 239964 380136 380416 380732	10/14/2011 12589 12589 12589 12589	DENNYS RESTAURANT INC 1329	142.16 37.03 29.64 33.84 41.65
689406 1388406	10/14/2011 12686	ELECTRONICS SUPPLY CO INC 1505	2,075.00 2,075.00
689407 2 3074486 35 360192 46 129143 8 498256 8 498519 8 498606	10/14/2011 12188 12188 12188 12262 12188 12262	FACTORY MOTOR PARTS COMPANY 5676	1,009.10 38.70 38.70 38.70 138.51 652.46 102.03
689408 90438969	10/14/2011 14537	GENERAL CHEMICAL PERFORMANCE 1864	12,874.20 12,874.20
689409 275310 275311 275312	10/14/2011 12590 12590 12590	GOLDEN CORRAL 1921	123.48 41.16 41.16 41.16
689410 1101	10/14/2011 15821	HANSEN INFORMATION 7982	3,380.00 3,380.00
689411 0010 0086 0102	10/14/2011 15850 15850 15850	HENRY OUTDOOR POWER LLC 8004	791.50 319.70 82.00 389.80
689412 73210	10/14/2011 12225	HOYT'S TRUCK CENTER INC 2321	170.88 170.88
689413 0000084076	10/14/2011 15900	INFOSEAL LLC 2396	830.00 830.00
689414 T36529	10/14/2011 12264	INJECTION AND TURBO 5782	45.80 45.80
689415	10/14/2011	HALE, JAMEY 8008	54,000.00

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
15924	15924		54,000.00
689416	10/14/2011	JAYHAWK AUTO INC 2501	2,906.20
14330 1	15767		2,906.20
689417	10/14/2011	JEFFERSON ST HOTEL 7899	710.00
10/3/2011	15902		710.00
689418	10/14/2011	JIMS TRAILER SALES 2533	11.96
145930	12228		11.96
689419	10/14/2011	KANSAS ASSOC OF CODE ENFORCEME 2629	50.00
15917 EPKE GAYL	15917		50.00
689420	10/14/2011	KANSAS ATTORNEY GENERAL 2637	135.00
11 1881	BONDS		135.00
689421	10/14/2011	KANSAS AUTOMOTIVE INC 2639	875.59
2430224	12164		41.97
2430871	12231		3.60
2430919	12231		3.36
2430990	12231		2.41
2431297	12231		160.22
2431349	12231		9.49
2431448	12275		47.00
2431478	12231		32.19
2431525	12231		5.94
2431692	12231		19.10
2431717	12231		7.51
2431889	12231		5.90
2431905	12231		57.59
2431945	12231		36.92
2432017	12231		5.46
2432031	12231		43.80
2432070	12231		18.00
2432156	12231		4.39
2432194	12231		7.46
2432362	12231		29.52
2432388	12164		94.11
2432411	12231		83.12
2432468	12164		6.11
2432512	12231		13.50
2432582	12231		54.00
2432602	12231		82.92
689422	10/14/2011	KANSAS ONE CALL SYSTEM INC 2728	2,529.80
1090437	14436		2,529.80
689423	10/14/2011	KANSAS STATE TREASURER 2757	27,623.10
SEPTEMBER 2011	DE		27,623.10
689424	10/14/2011	KANSAS STATE TREASURER 2757	31.50
REV BONDS 2011	BONDS		31.50
689425	10/14/2011	KANSAS WATER ENVIRONMENT ASSOC 2777	6,205.00
KWEA 001	15896		6,205.00
689426	10/14/2011	L & H MOBILE ELECTRONICS LLC 2930	10.95
67127	12235		10.95
689427	10/14/2011	LAIRD NOLLER FORD INC 2939	790.91
1089490	12236		157.04
1089669	12236		157.30

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Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8043965	12236		476.57
689428	10/14/2011	LAMP DEVELOPMENT LLC/PC911	2950
WEB000209	12921		249.90
689429	10/14/2011	LEE'S TRUCK INC	3021
21307	12237		80.56
689430	10/14/2011	LOVES ENTERPRISES	3112
10020	14920		42,739.55
10021	14921		40,744.55
82707	15697		985.00
83190	15726		2,251.50
83268	15742		5,160.00
689431	10/14/2011	LOWER HEATING & A/C INC	3119
72751	15919		1,461.66
689432	10/14/2011	LUBRICATION ENGINEERS	3130
IN177306	12701		812.06
689433	10/14/2011	MID-STATES HOMICIDE	8002
15899 PERRY JOE	15899		40.00
15899 STANLEY JE	15899		40.00
689434	10/14/2011	MOORE MEDICAL LLC	3505
96959501 RI	15011		499.10
689435	10/14/2011	MWH LABORATORIES	3593
L0068758	14902		800.00
689436	10/14/2011	SANDMASTERS PROFESSIONAL FLOOR	7965
225	15736		1,927.75
689437	10/14/2011	SCHENDEL SERVICES INC	4390
21076555	12557		196.15
689438	10/14/2011	SHAWNEE COUNTY RURAL WATER	5719
12790 SEP 11	12790		1,492.00
689439	10/14/2011	SIEMENS INDUSTRY INC	7914
900390910	15636		787.67
689440	10/14/2011	SIMILAR MODE UNIFORMS INC	4563
47345	15479		209.50
689441	10/14/2011	SOLVAY FLUORIDES LLC	5868
33846111007208	14539		13,726.66
689442	10/14/2011	STANDARD BATTERY INC	4718
K91247	12180		114.90
R020816	12180		126.18
R020846	12180		292.17
R020861	12180		126.18
689443	10/14/2011	THE LAUNDRY CHUTE	4931
4993 10	12787		96.15
689444	10/14/2011	TOPEKA GENERATOR EXCHANGE	5030
33685	12251		193.75
689445	10/14/2011	TOPEKA TREE CARE INC	8007
15912	15912		2,400.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
689446	10/14/2011	UNITED PARCEL SERVICE INC 5140	147.14
0000693358391	12109		
689447	10/14/2011	UNITED STATES POSTAL SERVICE 5147	10,000.00
12510 3	12510		
689448	10/14/2011	VILLAGE CLEANERS 5230	29.68
0123	12670		7.08
0250	12670		1.94
0330	12670		5.82
0416	12670		3.20
0646	12670		1.94
9549	12670		5.82
9706	12670		1.94
9925	12670		1.94
689449	10/14/2011	WELLS, DAVID L 5359	102.00
007	13149		
689450	10/14/2011	WELLS, MARIE 5361	288.00
242	12631		
689451	10/14/2011	WELLTRAK LLC 6938	2,400.00
WT481	12450		
689452	10/14/2011	WESTAR ENERGY 5376	430,743.18
5470493607-8/8-9/		Electricity for-8/8-9/07	19.53
5652128807-8/18-9		Electricity for-8/18-9/20	69.87
575745505-8/05-9/		Electricity for-8/05-9/06	37.34
5794812931-8/08-9		Electricity for-8/08-9/07	22.46
6043959044-8/15-9		Electricity for-8/15-9/14	12.03
6105898035-8/16-9		Electricity for-8/16-9/15	82.67
611263266-8/24-9/2		Electricity for-8/24-9/23	750.33
6149102541-8/24-9		Electricity for-8/24-9/23	19.89
6325004337-8/08-9		Electricity for-8/08-9/07	16.80
6330481140-8/15-9		Electricity for-8/15-9/14	7,386.84
6330481140A-8/15-		Electricity for-8/15-9/14	189.00
6330481140B-8/15-		Electricity for-8/15-9/14	1,683.48
6330481140C-8/15-		Electricity for-8/15-9/14	553.63
6330481140D-8/15-		Electricity for-8/15-9/14	236.54
6330481140E-8/15-		Electricity for-8/15-9/14	54.88
6358801391-8/10-9		Electricity for-8/10-9/09	861.63
6385101124-8/04-9		Electricity for-8/04-9/02	139.32
6418900406-8/22-9		Electricity for-8/22-9/23	59.44
6473225120-8/05-9		Electricity for-8/05-9/06	1,315.34
6542158614-8/8-9/7		Electricity for-8/8-9/7	3,930.89
6542158614A-8/8-9		Electricity for-8/8-9/7	2,620.59
6548990643-8/15-9		Electricity for-8/15-9/14	921.43
6553500964-8/1-8/3		Electricity for-8/1-8/30	1,688.15
6600935533-8/03-8		Electricity for-8/03-8/31	90.24
4727296348A-8/15-		Electricity for-8/15-9/14	54.35
4756774986-8/04-9		Electricity for-8/04-9/01	17.20
4789320685-8/29-9		Electricity for-8/29-9/28	27.17
4901109460-8/15-9		Electricity for-8/15-9/14	4,106.16
4989562972-8/16-9		Electricity for-8/16-9/14	2,790.30
5026432749-8/02-8		Electricity for-8/02-8/31	2,079.03
503692724-8/08-9/		Electricity for-8/08-9/07	119.54
5044012316-8/19-9		Electricity for-8/19-9/20	521.83
506881572-8/8-9/08		Electricity for-8/8-9/08	25.46
5080166655-8/15-9		Electricity for-8/15-9/14	427.86
5081848610-8/26-9		Electricity for-8/26-9/27	2,454.08
5165656936-8/24-9		Electricity for-8/24-9/23	148.46
5209177869-8/15-9		Electricity for-8/15-9/14	255.09

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
5222230501-8/20-9		Electricity for-8/20-9/20	22.81
5237660226-8/1-8/3		Electricity for-8/1-8/30	164.88
5256371057-8/02-8		Electricity for-8/02-8/31	16.89
5278673283-8/05-9		Electricity for-8/05-9/06	196.62
528113064-8/11-9/1		Electricity for-8/11-9/12	234.08
5288815051-8/06-9		Electricity for-8/06-9/07	3,952.42
5330012715-8/1-8/3		Electricity for-8/1-8/30	64.26
5365632154-8/15-9		Electricity for-8/15-9/15	184.16
5380218945-8/11-9		Electricity for-8/11-9/12	24.08
547037543-8/1-8/30		Electricity for-8/1-8/30	20.98
5470478995-8/29-9		Electricity for-8/29-9/28	140.54
6684018868-8/03-8		Electricity for-8/03-8/30	27.54
6806672566-8/12-9		Electricity for-8/12-9/15	107.90
6831674489-8/23-9		Electricity for-8/23-9/22	426.91
6878412783-8/16-9		Electricity for-8/16-9/15	63.35
6979341927-8/20-9		Electricity for-8/20-9/20	18.62
6987642013-8/29-9		Electricity for-8/29-9/28	23.72
7006406272-8/11-9		Electricity for-8/11-9/12	142.02
7019920441-8/29-9		Electricity for-8/29-9/28	41.95
7032895110-8/16-9		Electricity for-8/16-9/15	70.82
7052702107-8/18-9		Electricity for-8/18-9/17	581.28
7054526981-8/15-9		Electricity for-8/15-9/14	136.44
7081634298-8/29-9		Electricity for-8/29-9/28	46.19
7093577888-8/12-9		Electricity for-8/12-9/13	836.78
7129070441-8/15-9		Electricity for-8/15-9/14	898.62
7129070441A-8/15-9		Electricity for-8/15-9/14	1,347.92
7165756657-8/11-9		Electricity for-8/11-9/12	49.97
7287996282-8/22-9		Electricity for-8/22-9/21	26.91
7291675894-8/25-9		Electricity for-8/25-9/26	37.12
731539692-8/03-9/0		Electricity for-8/03-9/01	45.54
7321641728-8/26-9		Electricity for-8/26-9/27	74.77
7354036522-8/16-9		Electricity for-8/16-9/15	43.22
7388168195-8/10-9		Electricity for-8/10-9/09	67.36
744086379-8/1-8/30		Electricity for-8/1-8/30	1,922.57
0552066743-8/04-8		Electricity for-8/04-8/31	205.56
0749842804-8/16-9		Electricity for-8/16-9/15	16.80
0793252472-8/15-9		Electricity for-8/15-9/14	967.05
0843913860-8/12-9		Electricity for-8/12-9/13	20.86
0846578667-8/1-8/3		Electricity for-8/1-8/30	82.00
1033742014-8/16-9		Electricity for-8/16-9/15	41.95
1047755001-8/08-9		Electricity for-8/08-9/08	41.85
1079563957-8/09-9		Electricity for-8/09-9/08	424.03
1119938145-8/24-9		Electricity for-8/24-9/24	54.08
1197750003-8/16-9		Electricity for-8/16-9/15	38.75
1253926529-8/09-9		Electricity for-8/09-9/08	41.95
1267103249-8/29-9		Electricity for-8/29-9/28	20.98
1345100488-8/29-9		Electricity for-8/29-9/28	18.74
1348331074-8/29-9		Electricity for-8/29-9/28	31.85
1406433977-8/16-9		Electricity for-8/16-9/15	22.46
1408512766-8/24-9		Electricity for-8/24-9/23	2,048.52
1419734081-8/15-9		Electricity for-8/15-9/14	207.60
1455241014-8/16-9		Electricity for-8/16-9/15	62.34
1456051569-8/12-9		Electricity for-8/12-9/13	72.35
1501249548-8/01-8		Electricity for-8/01-8/30	16.80
1519476504-8/15-9		Electricity for-8/15-9/14	646.72
1597278899-8/26-9		Electricity for-8/26-9/27	22.90
1604324086-8/16-9		Electricity for-8/16-9/15	87.32
1644917029-8/15-9		Electricity for-8/15-9/15	111,763.66
1671696488-8/19-9		Electricity for-8/19-9/20	22.76
1677223701-8/08-9		Electricity for-8/08-9/08	310.74
1709729387-8/15-8		Electricity for-8/15-8/14	16.80
1720154406-8/18-9		Electricity for-8/18-9/19	94.28
1747452090-8/16-9		Electricity for-8/16-9/15	6,236.21
1762092009-8/16-9		Electricity for-8/16-9/27	24.91
1764127989-8/16-9		Electricity for-8/16-9/14	5,720.02

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1793486451-8/15-9		Electricity for-8/15-9/14	16.80
1830815552-8/16-9		Electricity for-8/16-9/15	17.08
1883517398-8/24-9		Electricity for-8/24-9/23	543.64
1894285067-8/1-8/30		Electricity for-8/1-8/30	39.85
1926550586-8/16-9		Electricity for-8/16-9/15	312.48
1947734359-8/15-8		Electricity for-8/15-8/15	146.99
1947734359A-8/15-		Electricity for-8/15-9/16	146.99
1947734359B-8/15-		Electricity for-8/15-8/16	151.43
1959889190-8/29-9		Electricity for-8/29-9/28	41.96
1977020420-8/30-9		Electricity for-8/30-9/29	88.57
2069150421-8/16-9		Electricity for-8/16-9/16	28.15
214737416-8/19-9/2		Electricity for-8/19-9/20	55.24
2158288989-8/16-9		Electricity for-8/16-9/15	420.08
2166537606-8/10-9		Electricity for-8/10-9/09	68.08
2185576285-8/29-9		Electricity for-8/29-9/28	20.98
2189423730-8/22-9		Electricity for-8/22-9/21	628.26
2266273903-8/16-9		Electricity for-8/16-9/14	1,027.10
2272608403-8/29-9		Electricity for-8/29-9/28	125.84
2336545121-8/08-9		Electricity for-8/08-9/07	58.99
2336829480-8/15-9		Electricity for-8/15-9/14	1,493.15
2362208215-8/10-9		Electricity for-8/10-9/09	997.72
2382866848-8/10-9		Electricity for-8/10-9/09	42.93
2437202074-8/15-9		Electricity for-8/15-9/14	42.30
2459029186-8/16-9		Electricity for-8/16-9/15	115.10
2518492210-8/15-9		Electricity for-8/15-9/14	2,131.71
2538030047-8/10-9		Electricity for-8/10-9/09	12.03
2556481079-8/15-9		Electricity for-8/15-9/14	145.73
2726587606-8/03-9		Electricity for-8/03-9/01	22.46
2754991772-8/01-8		Electricity for-8/01-8/30	140.01
2772553529-8/29-9		Electricity for-8/29-9/28	228.39
2868104065-8/15-8		Electricity for-8/15-8/19	361.13
2909742456-8/15-9		Electricity for-8/15-9/15	16.80
2935328726-8/24-9		Electricity for-8/24-9/22	37.49
2950671586-8/15-9		Electricity for-8/15-9/14	29.46
2952910200-8/4-8/31		Electricity for-8/4-8/31	44.31
2978671422-8/08-9		Electricity for-8/08-9/08	604.80
3068995963-8/29-9		Electricity for-8/29-9/28	20.54
309522996-8/15-9/17		Electricity for-8/15-9/17	85.06
3145100253-8/10-9		Electricity for-8/10-9/09	1,412.72
3182415820-8/05-9		Electricity for-8/05-9/06	75.95
3216962429-8/15-9		Electricity for-8/15-9/19	16.00
3235310123-8/03-8		Electricity for-8/03-8/30	73.62
3384814209-8/26-9		Electricity for-8/26-9/27	16.80
3392852446-8/16-9		Electricity for-8/16-9/15	16.80
3394295207-8/16-9		Electricity for-8/16-9/15	125.76
3429732386-8/16-9		Electricity for-8/16-9/15	21.25
3468280796-8/11-9		Electricity for-8/11-9/12	35.14
3481742208-8/1-8/30		Electricity for-8/1-8/30	382.11
3526024969-8/23-9		Electricity for-8/23-9/22	20.91
355289842-8/22-9/21		Electricity for-8/22-9/21	230.17
3599032320-8/16-9		Electricity for-8/16-9/15	16.89
3650239903-8/10-9		Electricity for-8/10-9/09	121.49
3675521733-8/1-8/30		Electricity for-8/1-8/30	1,214.56
3703989372-8/10-9		Electricity for-8/10-9/08	48.86
3704094176-8/29-9		Electricity for-8/29-9/28	39.67
3769422865-8/8-9/8		Electricity for-8/8-9/8	2,970.51
3785708575-8/1-8/30		Electricity for-8/1-8/30	531.13
3791139844-8/29-9		Electricity for-8/29-9/28	38.03
3962419033-8/1-8/30		Electricity for-8/1-8/30	6,462.30
4008106683-8/29-9		Electricity for-8/29-9/28	37.14
4058088318-8/8-9/06		Electricity for-8/8-9/06	90.80
4141273470-8/15-9		Electricity for-8/15-9/14	25.21
4142140103-8/12-9		Electricity for-8/12-9/13	25.21
416151990-8/03-8/31		Electricity for-8/03-8/31	84.67
4181861543-8/1-8/30		Electricity for-8/1-8/30	5,399.16

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
4208864031-8/29-9		Electricity for-8/29-9/28	64.17
4264149424-8/02-8		Electricity for-8/02-8/30	98.91
4269188172-8/26-9		Electricity for-8/26-9/27	38.66
4269643687-8/29-9		Electricity for-8/29-9/28	66.93
4284165684-8/8-9/0		Electricity for-8/8-9/08	491.42
4398184091-8/10-9		Electricity for-8/10-9/09	158.73
4401304625-8/29-9		Electricity for-8/29-9/28	25.21
4500418622-8/15-9		Electricity for-8/15-9/18	2,651.72
4515641366-8/15-9		Electricity for-8/15-9/14	41.95
4542484126-8/15-9		Electricity for-8/15-9/14	1,973.21
4565831865-8/16-9		Electricity for-8/16-9/15	3,621.01
4610500746-8/26-9		Electricity for-8/26-9/27	114.46
4634088434-8/12-9		Electricity for-8/12-9/13	4,890.43
4672756422-8/11-9		Electricity for-8/11-9/12	41.94
4688166907-8/05-9		Electricity for-8/05-9/06	91.91
4727296348-8/15-9		Electricity for-8/15-9/14	36.23
7454861901-8/22-9		Electricity for-8/22-9/21	1,001.62
7479004144-8/15-9		Electricity for-8/15-9/14	1,181.76
75388260-8/1-8/30		Electricity for-8/1-8/30	115.25
7548807911-8/08-9		Electricity for-8/08-9/08	126.84
7561894529-8/29-9		Electricity for-8/29-9/28	75.61
7610109448-8/05-9		Electricity for-8/05-9/06	19.98
7634627729-8/05-9		Electricity for-8/05-9/06	67.36
7669923618-8/16-9		Electricity for-8/16-9/15	146.98
7672355786-8/17-9		Electricity for-8/17-9/16	227.17
7678466617-8/15-9		Electricity for-8/15-9/14	93.51
7746039982-8/16-9		Electricity for-8/16-9/15	140.74
7781238941-8/29-9		Electricity for-8/29-9/28	118,890.04
7854215103-8/30-9		Electricity for-8/30-9/29	97.39
7858393411-8/17-9		Electricity for-8/17-9/15	28.46
786930434-8/25-9/2		Electricity for-8/25-9/26	124.34
7872092402-8/16-9		Electricity for-8/16-9/15	62.27
788459049-8/1-8/30		Electricity for-8/1-8/30	41.20
7891221852-8/15-9		Electricity for-8/15-9/14	261.79
7891221852A-8/15-9		Electricity for-8/15-9/14	223.00
793981629-8/10-9/0		Electricity for-8/10-9/09	39.67
8045856673-8/15-9		Electricity for-8/15-9/14	371.34
8076813699-8/9-9/8		Electricity for-8/9-9/8	120.75
8101041023-8/15-8		Electricity for-8/15-8/17	19.81
8210492601-8/16-9		Electricity for-8/16-9/15	624.55
822053547-8/10-9/0		Electricity for-8/10-9/09	25.21
8248049629-8/15-9		Electricity for-8/15-9/14	52.40
8276026298-8/15-9		Electricity for-8/15-9/14	20.98
8290044485-8/05-9		Electricity for-8/05-9/05	59.81
8336454201-8/12-9		Electricity for-8/12-9/15	29,322.39
8345937008-8/08-9		Electricity for-8/08-9/08	45.13
8398442994-8/22-9		Electricity for-8/22-9/21	547.58
8496721323-8/23-9		Electricity for-8/23-9/22	36.46
8513066501-8/29-9		Electricity for-8/29-9/28	37.49
857144328-8/02-8/31		Electricity for-8/02-8/31	20.98
8573461924-8/10-9		Electricity for-8/10-9/09	116.74
8595931907-8/15-9		Electricity for-8/15-9/14	16.89
8666184978-8/09-9		Electricity for-8/09-9/08	17.71
8718757529-8/18-9		Electricity for-8/18-9/19	114.47
8730715525-8/24-9		Electricity for-8/24-9/23	18.56
8789971560-8/26-9		Electricity for-8/26-9/27	299.86
8797295426-8/05-9		Electricity for-8/05-9/05	33.97
8815117141-8/12-9		Electricity for-8/12-9/14	1,888.89
8828977802-8/16-9		Electricity for-8/16-9/15	1,035.42
8889069432-8/23-9		Electricity for-8/23-9/23	2,553.39
889044562-8/1-8/30		Electricity for-8/1-8/30	9.67
8927971666-8/01-8		Electricity for-8/01-8/30	3,134.75
9039182056-8/16-9		Electricity for-8/16-9/15	44.22
9109881020-8/08-9		Electricity for-8/08-9/07	12.03
9163909456-8/17-9		Electricity for-8/17-9/16	41.31

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
9170032835-8/24-9		Electricity for-8/24-9/23	41.54
9172705484-8/26-9		Electricity for-8/26-9/27	180.99
9182083771-8/29-9		Electricity for-8/29-9/28	20.98
9226008214-8/24-9		Electricity for-8/24-9/23	16.80
9229334122-8/16-9		Electricity for-8/16-9/15	22.46
9244495706-8/11-9		Electricity for-8/11-9/12	27.35
9381575612-8/01-8		Electricity for-8/01-8/30	30,886.40
9388419420-8/26-9		Electricity for-8/26-9/27	97.60
9396200104-8/10-9		Electricity for-8/10-9/08	39.93
9406297791-8/10-9		Electricity for-8/10-9/09	1,174.41
9415932749-8/11-9		Electricity for-8/11-9/12	25.10
9420219226-8/26-9		Electricity for-8/26-9/27	16.80
9464440167-8/15-8		Electricity for-8/15-8/18	173.92
9553074355-8/24-9		Electricity for-8/24-9/23	3,650.71
9561558646-8/29-9		Electricity for-8/29-9/28	531.26
9662481100-8/17-9		Electricity for-8/17-9/16	30.19
969270611-8/17-9/		Electricity for-8/17-9/16	7,532.58
9698990394-8/26-9		Electricity for-8/26-9/27	102.35
9769687611-8/16-9		Electricity for-8/16-9/15	16.80
9772420004-8/25-9		Electricity for-8/25-9/26	22.42
9785702480-8/05-9		Electricity for-8/05-9/06	63.26
9822175010-8/16-9		Electricity for-8/16-9/15	67.16
9831806500-8/15-9		Electricity for-8/15-9/14	50.66
9905880069-8/29-9		Electricity for-8/29-9/28	22.46
994842527-8/23-9/2		Electricity for-8/23-9/22	479.81
9983550142-8/11-9		Electricity for-8/11-9/13	161.19
689453	10/14/2011	WOLFES CAMERA SHOPS	5519
548851	12108		79.60
689454	10/14/2011	WYNN'S	5559
0003283457	12187		55.92
689455	10/14/2011	PIONEER OLDE TOWN APARTMENTS	3944
KIN105-1011		S+C Oct 2011 Payment	670.00
689456	10/14/2011	POORE, JAY	6395
SCH105-1011		HPRP Oct 2011 Payment	420.00
SCH105-DEP		DEPOSIT	465.00
689457	10/14/2011	RAK INVESTMENTS II LLC	7908
GRI104-1011		HPRP Oct 2011 Payment	403.00
GRI104-DEP		DEPOSIT	500.00
689458	10/14/2011	SHAWNEE MANAGEMENT LLC	7828
WAL108-1011		HPRP Oct 2011 Payment	406.00
WAL108-DEP		DEPOSIT	450.00
689459	10/14/2011	CATALYSTRX COMP	847
112494632677006		WCCOT2007008780	330.36
112535436366008		30496.008	210.11
112554032855008		WCCOT2010009430	196.27
112574960275002		WCCOT2009009216	12.79
112575555529020		WCCOT2010009447	26.51
112585221343000		39596.011	110.36
112585229912000		WCCOT2007008780	28.56
112585366064000		WCCOT2011009794	11.97
112585398747000		WCCOT2011009725	193.32
112585407612000		WCCOT2011009794	17.82
112585425868000		WCCOT2011009787	19.03
112585428431000		WCCOT2011009787	9.98
112585656835013		WCCOT2010009366	20.97
112585657690001		WCCOT2010009366	12.55
112585658497013		WCCOT2010009366	25.53

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
112593594281005		WCCOT2011009819	8.97
112593596534009		WCCOT2011009819	9.75
112594079805009		WCCOT2006008478	55.23
689460	10/14/2011	HANGER PROSTHETICS & ORTHOTICS	2076
MCBURNEY4/14/11		WCCOT2010009430	36.32
689461	10/14/2011	STORMONT VAIL HEALTHCARE	5753
A1111200502		WCCOT2011009634	2,373.75
689488	10/14/2011	MONICA PYLE	8019
86167649		REFUND-INACTIVE ACCOUNT PAYMEN	34.12
689489	10/14/2011	BECK, LOREN	412
10/9/11 AVBLB		Adult Volleyball	78.00
689490	10/14/2011	CARTER, VICTOR R	829
10/9/11 ABBVC		Adult Basketball	48.00
10/9/11 AVBVC		Adult Volleyball	39.00
689491	10/14/2011	ADAMS, COLENE	7582
10/9/11 AVBCA		Adult Volleyball	189.00
689492	10/14/2011	DORITY, SHELBY L	1387
10/9/11 AVBSD		Adult Volleyball	88.00
689493	10/14/2011	HUNT, RON	6013
10/9/11 AVBRH		Adult Volleyball	130.00
689494	10/14/2011	PERKINS, JOHN K	7741
10/9/11 ASBJP		Adult Softball	26.00
10/9/2011 SOSBJP		Senior Olympics	65.00
689495	10/14/2011	LEWIS, KYLE N	3053
10/9/11 ABBKL			48.00
10/9/11 ASBKL			51.00
10/9/11 AVBKL			65.00
10/9/11 SOBBKL			64.00
10/9/11 SOSBKL			119.00
10/9/11 SOVBKL			104.00
689496	10/14/2011	LOBB, CAREY	3083
10/9/11 ABBCL			25.50
10/9/11 SOBBCL			17.00
689497	10/14/2011	PERRY, MICHAEL	6147
10/9/11 AVBMP			157.00
689498	10/14/2011	QUARLES II, NORMAN W	4051
10/9/11 ABBNQ		Adult Basketball	48.00
10/9/11 AVBNQ		Adult Volleyball	60.00
10/9/2011 SOSBNC		Senior Olympics	75.00
689499	10/14/2011	ATKINSON JR, RICHARD C	7671
10/9/11 AVBRA		Adult Volleyball	200.00
689500	10/14/2011	SMITH, ERNEST E	6156
10/9/11 ABBES		Adult Basketball	228.00
689501	10/14/2011	THEIS, KENNY	4947
10/9/11 AVBKT		Adult Volleyball	104.00
689502	10/14/2011	WRIGHT, DENNIS	5547

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
10/9/11 AVBDW		Adult Volleyball	110.00
689503	10/14/2011	APPLIED INDUSTRIAL 245	199.15
47183418	12604		158.86
47183489	12604		40.29
689504	10/14/2011	BLUE VALLEY LABORATORIES INC 7830	2,321.54
23036	15950		2,321.54
689505	10/14/2011	RENSENHOUSE ELECTRIC SUPPLY 4174	34.34
8792 507523	12754		34.34
689506	10/14/2011	ENVIRONMENTAL & PROCESS SYSTEM 1543	6,377.00
IK1109 06	15604		6,377.00
689507	10/14/2011	GRAINGER 1964	4,477.46
9644969678	15786		766.04
9648511492	15829		270.78
9648731231	15829		1,481.48
9648731249	15829		461.04
9648868306	15832		1,498.12
689508	10/14/2011	MCCRAY LUMBER COMPANY 3280	239.27
181720	12143		65.39
181944	12143		64.49
182638	12143		20.16
182742	12143		89.23
689509	10/14/2011	MEIERS READY MIX 3338	1,323.50
308959	15926		309.00
309050	15926		309.00
309196	15926		332.00
309292	15926		373.50
689510	10/14/2011	MID-STATES MATERIALS LLC 3401	2,293.40
30041	12763		2,293.40
689511	10/14/2011	NORTHEAST KANSAS HYDRAULICS IN 3705	1,098.97
27164	12242		1,098.97
689512	10/14/2011	ROACH HARDWARE 4230	132.79
152139	12617		19.37
152210	12617		69.98
152263	12617		35.41
152343	12617		3.29
152399	12617		4.74
689513	10/14/2011	SAFETY SUPPLIES 4336	332.52
SSI 110995	14983		332.52
689514	10/14/2011	TESSENDORF WELDING & MACHINE I 4909	210.00
57148	12748		210.00
689515	10/14/2011	TFM COMM INC 4914	237.67
152318	12777		102.88
152319	12777		102.88
152563	12296		31.91
689516	10/14/2011	TOPEKA BATTERY INC 5014	106.98
NT188829	12249		106.98
689517	10/14/2011	ATRIA HEARTHSTONE 7633	25.00
CR 2011 0003818 M SD KILGORE			25.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
689518	10/14/2011	KIRBY, BRIA J 7569	54.98
CR 2010 0015009 M	JL SCHEEF		54.98
689519	10/14/2011	SANDBERG, CONNIE 6823	120.00
CR 2007 0018269 F	SC PARTON		120.00
689520	10/14/2011	CRIME VICTIMS COMPENSATION BOA 6575	100.00
CR 2010 0017188 M	KN MOORE		50.00
CR 2010 0017188 M	KN MOORE		50.00
689521	10/14/2011	GORDMANS 8018	15.00
CR 2011 0002081 M	TL LEWIS		15.00
689522	10/14/2011	INGENTHRON, VALERIE 6820	30.00
CR 2009 0018301 M	MD DEXTER		30.00
689523	10/14/2011	EDWARDS, JEFFREY L 6910	75.20
CR 2006 0020620 F	ESCOBEDO-MATA		75.20
689524	10/14/2011	MURPHY, JENNIFER J 7749	88.67
CR 2011 0005532 M	GH GILLASPIE V		88.67
689525	10/14/2011	JHB INC 7691	25.00
CR 2011 0002378 F	KS GODFEY		25.00
689526	10/14/2011	KANSAS BUREAU OF INVESTIGATION 2646	778.60
CR 2010 0012949 I	AD SMITH		171.00
CR 2010 0016449 F	LS WILLIAMS		35.00
CR 2010 0017539 I	JD MUNOZ		50.00
CR 2010 0020182 I	PE CRABB		50.00
CR 2011 0001442 F	SL MARLER		35.00
CR 2011 0002016 F	JA BARRETT		300.00
CR 2006 0007984 M	CM RAJEWSKI		37.60
CR 2010 0004953 M	TT SCOTT		25.00
CR 2010 0012102 F	MV JOYCE		50.00
CR 2010 0012102 F	MV JOYCE		25.00
689527	10/14/2011	KWIK SHOP 7330	55.00
CR 2011 0003826 M	TL HUTCHISON		55.00
689528	10/14/2011	PETRY, LAWRENCE G 7635	40.00
CR 2010 0013888 F	MW WHITE		40.00
689529	10/14/2011	TRAPP, LEONARD 6876	200.00
CR 2006 0028213 M	BL BETTCHER		100.00
CR 2006 0028213 M	BL BETTCHER		100.00
689530	10/14/2011	DAGOBERTO, MARIN 7077	100.00
CR 2010 0009738 M	J RODRIGUEZ		100.00
689531	10/14/2011	BROWN, NICOLE 8017	50.00
CR 2011 0006959 M	DT PERKINS		25.00
CR 2011 0006959 M	DT PERKINS		25.00
689532	10/14/2011	TIDWELL, RUSSELL 7146	25.00
CR 2004 0013484 F	LA RIVERA		25.00
689533	10/14/2011	STATE FARM INSURANCE 7033	50.00
CR 2006 0020975 M	DR MOLINAR		25.00
CR 2006 0020975 M	DR MOLINAR		25.00
689534	10/14/2011	TIMBERLEE APARTMENTS 6877	25.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/10/2011 and 10/16/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
CR 2010 0000519 F	CA MITCHELL		25.00
689535	10/14/2011	WALMART RESTITUTION RECOVERY 6534	254.03
CE 2011 0002136 M	JE DESBIEN		19.96
CR 2010 0019079 M	AJ WILLIAMS		50.00
CR 2011 0001823 M	PL ROGERS JR		25.00
CR 2011 0006544 M	DC DEHART		28.29
CR 2011 0009308 M	JA SALAMANCA		17.90
CR 2011 0010109 M	TA BAILEY		33.00
CR 2011 0010495 M	MR MARTIN		79.88
689536	10/14/2011	WESTAR ENERGY 6570	25.00
CR 2006 0019201 F	LG DUNBAR		25.00
Total for Check Payments			752,985.08
TOTAL OF PAYMENTS			2,436,825.13

Payment Listing

CB255 Date: 10/17/11 JOB SUBMISSION PARAMETERS
Time: 08:23

User Name: HALL\chartman
Job Name : CB255CH
Step Nbr : 1

Cash Code: 02 OPERATING ACCOUNT
or Cash Code Group:

Transaction Code: SYS AP SYSTEM PAYMENT
Check Date: 101011 - 101611
Check Nbr: -
Company: 1

Transaction Status: All
Report Sequence: C By Transaction Code
Detail Option: Summary

Payment Listing

Attachment number 3 \nPage 2

CB255 Date 10/17/11
Time 08:23

Payment Listing
Cash Code 02 OPERATING ACCOUNT
By Transaction Code (Status: All)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name
BOY SCOUTS	689462	1	10/03/11	10/14/11		150.00	Historical	BOY SCOUTS
VERONIE MI	689463	1	10/07/11	10/14/11		76.59	Historical	MICHELLE L
GARCIA MAR	689464	1	10/01/11	10/14/11		486.00	Historical	MARTIN GAR
HISZCZYNSK	689465	1	10/01/11	10/14/11		65.00	Historical	GREGORY PA
LITFIN CLA	689466	1	10/01/11	10/14/11		661.00	Historical	CLAY A LIT
RIVERA-RAN	689467	1	10/04/11	10/14/11		100.00	Historical	MARICELA R
TAYLOR KAR	689468	1	10/01/11	10/14/11		291.00	Historical	KARA J TAY
THOMMEN MI	689469	1	10/01/11	10/14/11		132.00	Historical	MICHAEL LE
WOOLS JEFF	689470	1	10/01/11	10/14/11		430.00	Historical	JEFFERY A
AYALA JOSE	689471	1	10/04/11	10/14/11		50.00	Historical	JOSE AYALA
BARTON JEA	689472	1	10/04/11	10/14/11		50.00	Historical	JEAN BARTO
BRIGHTON P	689473	1	10/04/11	10/14/11		50.00	Historical	BRIGHTON P
FIRST PRES	689474	1	10/04/11	10/14/11		50.00	Historical	FIRST PRES
LOPEZ JUAN	689475	1	10/04/11	10/14/11		50.00	Historical	JUAN LOPEZ
MALDONADO	689476	1	10/04/11	10/14/11		50.00	Historical	YULIANA MA
MORRIS JAM	689477	1	10/04/11	10/14/11		50.00	Historical	JAMES MORR
RODRIGUEZ	689478	1	10/04/11	10/14/11		50.00	Historical	REGINA ROD
SHIPLEY JA	689479	1	10/04/11	10/14/11		50.00	Historical	JASMINE SH
STEUKE WAY	689480	1	10/04/11	10/14/11		50.00	Historical	WAYNE STEU
TEMPLE MAR	689481	1	10/04/11	10/14/11		50.00	Historical	MARY TEMPL
THURMAN ST	689482	1	10/04/11	10/14/11		50.00	Historical	STACIE THU
VALEO	689483	1	10/05/11	10/14/11		50.00	Historical	VALEO
DOBSON HAY	689484	1	10/05/11	10/14/11		15.00	Historical	HAYLEY DOB
HUTCHINS	689485	1	10/03/11	10/14/11		30.00	Historical	BRANDEE HU
PINEDA JAC	689486	1	10/07/11	10/14/11		64.00	Historical	JACQUELINE
SCHMANK MA	689487	1	10/05/11	10/14/11		3.00	Historical	MADGE SCHM

Transaction Code SYS Total 3153.59

Cash Code 02 Total 3153.59

Report Total 3153.59

*** REPORT COMPLETED ***



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 26, 2011

 Back  Print

DATE: November 1, 2011
CONTACT PERSON: Brenda Younger DOCUMENT #:
SECOND PARTY/SUBJECT: Applications PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of Retail Cereal Malt Beverage License Applications.

Voting Requirement: Majority of the Governing Body, including the Mayor.

(Pursuant to K.S.A. 41-2702 application for license must be approved by the Governing Body prior to the issuance of the license.)

POLICY ISSUE:

None

STAFF RECOMMENDATION:

Approve the licenses.

BACKGROUND:

Pursuant to K.S.A. 41-2702 as amended, license applications for retail cereal malt beverage must be approved by the governing body prior to issuance of the license.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 18, 2011

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

DATE:	November 1, 2011		
CONTACT PERSON:	David Thurbon/Bill Hoover	DOCUMENT #:	Z11/19
SECOND PARTY/SUBJECT:	Stormont Vail Healthcare, Inc.	PROJECT #:	
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 007 Zoning		
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC) by providing for certain changes in zoning on property located at 1815 SW 9th Street from "M-1" Two Family Dwelling District TO "MS-1" Medical Service District. First Reading. (Z11/19) (Council District No. 1)

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow this vacant lot to be developed for a parking lot that would serve nearby Stormont Vail medical facilities.)

POLICY ISSUE:

The Old Town Neighborhood Plan, which is an element of the Comprehensive Plan, shows the subject property to be located within the Medical District. Hence, this rezoning is consistent with the Comprehensive Plan.

STAFF RECOMMENDATION:

The Planning Commission recommended this proposal be **APPROVED** by a vote of 7-0-0 at their October 17, 2011 meeting as referenced in the attached minutes. The Planning Department recommended that this request be **APPROVED** as referenced in the attached staff report

BACKGROUND:

- See Staff Report.

- Governing Body options:
- **Adopt** the recommendation of the Planning Commission by a majority (6 votes) of the Governing Body;
- **Override** the Planning Commission's recommendation by a two-thirds majority (7 votes) of the Governing Body membership; or,
- **Return** such recommendation to the Planning Commission (6 votes) with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Staff Report](#)

[Zoning Map](#)

[Ordinance](#)

[Aerial](#)

[Planning Commission Minutes](#)

October 17, 2011
Agenda Item #E-2

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z11-19

by: Stormont Vail Healthcare, Inc.

PROPOSAL: A request for zoning change from the “M-1” Two-Family Dwelling District to the “MS-1” Medical Service District.

LOCATION: The subject property is located at 1815 SW Ninth Street, near the intersection of SW College Avenue and SW Ninth Street.

PRESENT USE: This 3,250 square foot site is currently vacant.

PROPOSED USE: Stormont Vail desires to construct a small parking lot on this lot that would serve its healthcare facilities located nearby.

BACKGROUND/EXISTING CONDITIONS: This 50’ x 65’ site had a single-family home on it that caught fire and was substantially damaged a year or two ago. The applicant purchased the property, has removed the home, and re-graded the lot.

CHARACTER OF NEIGHBORHOOD: The neighborhood located east of SW Ninth Street is predominantly a district that provides healthcare services, while the neighborhood located west of SW Ninth Street is a single-family residential neighborhood.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	“O&I-1” Office & Institutional District	Medical building owned by applicant
South:	“M-1” Two-Family Dwelling District	Single-family home
East:	“O&I-2” Office & Institutional District	Medical orthopedics building
West:	“M-1” Two-Family Dwelling District with Special Use Permit	Parking lot serving orthopedics building located just east of subject property

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has been vacant since July 2011, when the existing home was demolished and has been zoned “M-1” Two-Family Dwelling District as far back as our zoning records go.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The site’s present classification is no longer consistent with the pattern of existing land uses and zoning located east of SW College Avenue. However, the proposed use and zoning district would be consistent with properties located east of SW College Avenue.

October 17, 2011
Agenda Item #E-2

CONFORMANCE TO COMPREHENSIVE PLAN: The Future Land Use Map, which provides general land use guidelines, designates this area as *Mixed Use*. The Old Town Neighborhood Plan, which is an element of the Comprehensive Plan, shows the subject property to be located within the Medical District. Hence, the proposed rezoning is consistent with our Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: The proposed amendment would permit the subject property to develop consistent with the established pattern of zoning and land uses in this neighborhood and the proposed changes would not have any negative impacts on nearby properties.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: As no detrimental effects are anticipated, there should be no particular gain to the public health, safety, and welfare by maintaining the present restrictions.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area and will not be overburdened by this proposal.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Application: Complete.

Minimum Lot Area: The subject property does not meet the minimum lot size in its existing zoning district ("M-1") or its proposed district ("MS-1") which requires a minimum of 7,500 square feet. However, the applicant has requested a variance regarding this matter and the Board of Zoning Appeals will review this variance petition at its November 14, 2011 meeting.

Setbacks: Compliant.

Platting: Compliant.

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request has been submitted to all applicable reviewing agencies for consideration and comment and no negative comments have been received.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: The property is located within the Old Town NIA.
2. Capitol Plaza Area: Not Applicable.
3. Flood Hazard Area: Not applicable.

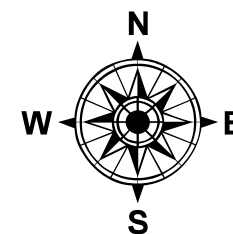
October 17, 2011
Agenda Item #E-2

4. Airport Hazard Area: Not Applicable.
5. Historic Properties: Not Applicable.

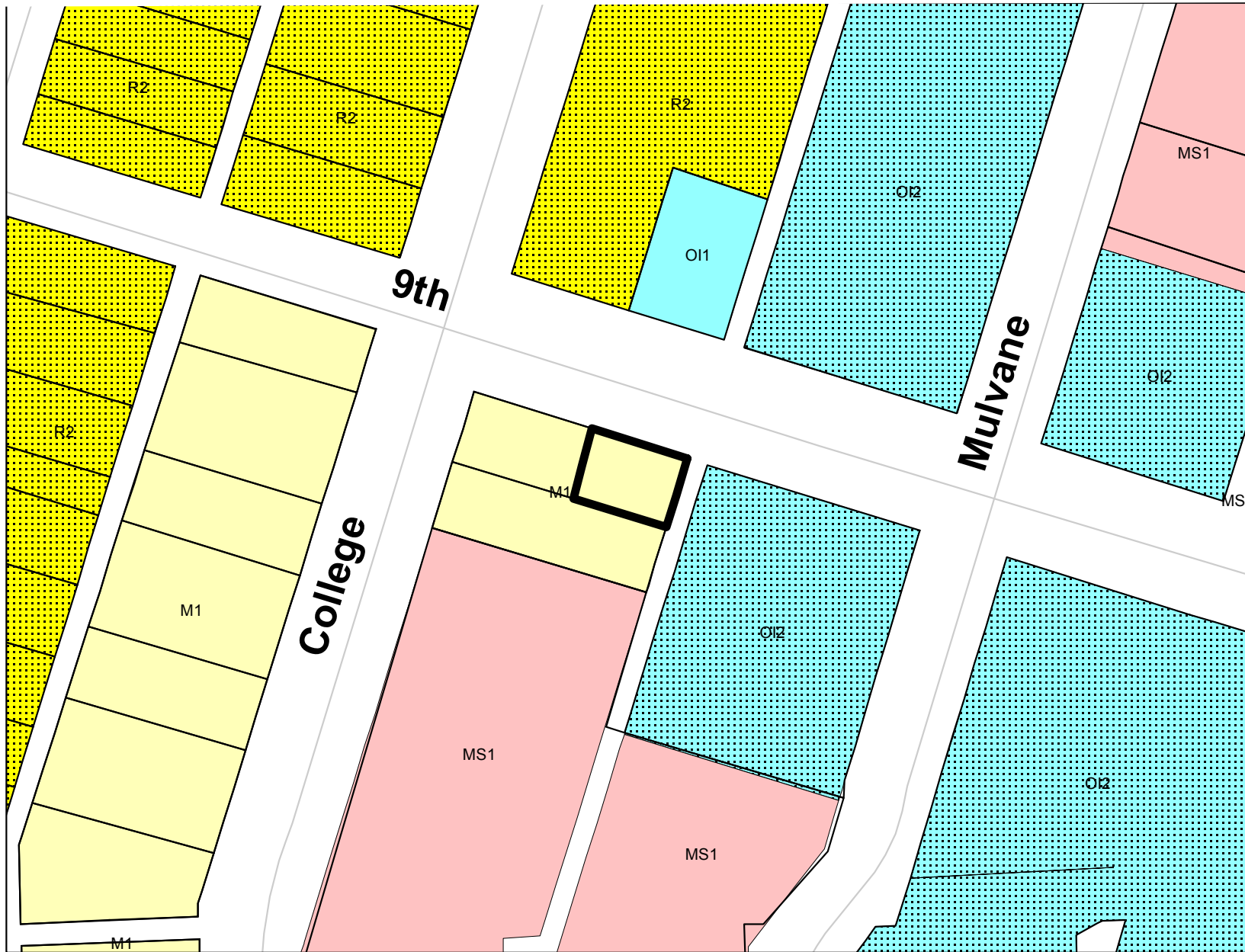
STAFF RECOMMENDATION:

Based upon the above findings and analysis Planning Staff recommends **APPROVAL** of the proposal:

Prepared by: Bill Hoover, AICP
Planner III



Z11/19 by Stormont Vail Healthcare, Inc.



Z11/19 by Stormont Vail Healthcare, Inc.

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1815 SW 9th Street from "M-1" Two Family Dwelling District **TO** "MS-1" Medical Service District. **(Z11/19)**
(Council District No. 1)

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the follow described property:

The east 65.00 feet of Lots 296 and 298, Martin's Place Addition, City of Topeka, Shawnee County, Kansas.

from "M-1" Two Family Dwelling District **TO** "MS-1" Medical Service District.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the Governing Body of the City of Topeka,

_____, 2011.

William W. Buntten, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified X

**Minutes of the
Topeka Planning Commission
Monday, October 17, 2011**

Z11/19 by Stormont Vail Healthcare, Inc. requesting to amend the District Zoning Classification from “M-1” Two Family Dwelling District TO “MS-1” Medical Service District on property located at 1815 SW 9th Street. **(Hoover)** Bill Hoover summarized the staff report.

Discussion by members:

Rich Beardmore asked what else could be built on the site? Mr. Hoover said we really don't want another house on the lot, it is just not big enough. David Thurbon said anything built on this property would require a Board of Zoning Appeals variance.

Mr. Beardmore said there is a parking lot to the west of this lot. Mr. Hoover agreed saying it serves the building to the east of it.

Scott Gales asked why it is necessary for this item to go to the Board of Zoning Appeals? Mr. Hoover replied they have to request a variance to the minimum lot size.

Peter Hancock asked if this is to expand a parking lot? Mr. Hoover replied yes and they have applied for a parking lot permit. He added basically this is an unbuildable lot. Mr. Hoover stated they could have applied for a conditional use permit but the parking lot is allowed by right in the Medical Services District.

Mr. Gales asked if Stormont Vail owns the property to the west and south of this property? Mr. Hoover said to the west is a orthopedics office, directly to the south is a single family home, beyond the home to the south is a large Stormont Vail facility. They also own the building to the north.

Proponents:

Steve LaCasse, Bartlett & West Engineers, spoke in favor of the proposal. He stated he is representing the applicant. He said he doesn't have a lot to add. It is a very small piece of land it is designated as Medical Service District in the neighborhood plan. He said it is easier to rezone to the MS District rather than get a conditional use permit.

Opponents:

Mike Byington, 909 SW College, spoke in opposition to the proposal. He said he lives across the street from the subject property to the west. He said Stormont also owns the lot to the north of his. He said they were distressed when Stormont bought the house to the north and demoed it. There was nice landscaping on that lot. The neighborhood to the west of Stormont Vail still has a residential feel. The house that was on this lot was burnt and tore down. It was in really good shape before the fire. There are good neighbors in this area. Mr. Byington said the commission really needs to take a closer look at the neighborhood plan because there is an inconsistency in the growth of the medical service district. He said our concern is we may ultimately have empty buildings and parking lots with St Francis's plan to move out west. The neighborhood plan needs to be relooked at with that in mind. Stormont Vail can't help what St. Francis is doing. We have been

approached about selling our home to the medical services. He said the expansion of the medical services district and possible move of St. Francis will hurt the character of the neighborhood.

Rudolph Serrano, owner of the property directly south of the subject property. He said his primary concern is lighting of the parking lot. He stated Mr. Hoover did a good job explaining what is planned. Mr. Serrano said he has talked to Stormont Vail Facilities Department and they reassured us they would make sure the lighting will be pointed away from our house. He said he has also discussed with them snow removal. He said he doesn't have a major problem with this rezoning for the parking lot because there is already another lot nearby.

Peter Hancock said he lives in the 700 block of Jewell and is sensitive to this subject. He said he is involved in the NIA and helped with the neighborhood plan. He said it was a long process discussing boundary of the medical service district. He said after the plan was finalized residential homes were getting demoed with out any notice. I am sensitive to the need of comprehensive planning especially if St. Francis moves. He said he is not sure how this house suddenly burnt down. It is a tiny lot and it won't hold a single family structure so it is appropriate to extend the parking lot.

Scott Gales asked if they would be required to put in landscaping since they are just doing a rezoning. Mr. Hoover said landscaping will be required especially to help shield to the neighborhood.

Peter Hancock moved approval as written by staff, seconded by Brett Klausman. **APPROVAL. (7-0-0)**



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