



## City of Topeka City Council Agenda

City Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
[www.topeka.org](http://www.topeka.org)

March 1, 2016

6:00 PM

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### Mayor: Larry E. Wolgast Councilmembers

<b>Karen A. Hiller</b>	<b>District No. 1</b>	<b>Brendan Jensen</b>	<b>District No. 6</b>
<b>Sandra Clear</b>	<b>District No. 2</b>	<b>Elaine Schwartz</b>	<b>District No. 7</b>
<b>Sylvia E. Ortiz</b>	<b>District No. 3</b>	<b>Jeff Coen</b>	<b>District No. 8</b>
<b>Jonathan Schumm</b>	<b>District No. 4</b>	<b>Richard Harmon</b>	<b>District No. 9</b>
<b>Michelle De La Isla</b>	<b>District No. 5</b>		

### City Manager: Jim Colson

**Addressing the Council: No person shall address the Council during a Council Meeting, unless they have notified the City Clerk at (785)368-3940 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.*

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

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

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

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**CALL TO ORDER:**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**1. MAYORAL PROCLAMATIONS:**

**"M&M's Brand Chocolate Candies Day"**

**2. PRESENTATIONS:**

**"None scheduled at this time."**

**3. ROLL CALL:**

**4. CONSENT AGENDA:**

**A. Board Appointment - Topeka Landmarks Commission**

**BOARD APPOINTMENT** recommending the appointment of Donna Rae Pearson to the Topeka Landmarks Commission for a term ending March 1, 2019. *(Council District No. 1)*

**B. Board Appointment - Topeka-Shawnee County Riverfront Authority**

**BOARD APPOINTMENT** recommending the appointment of Mark Ruelle to the Topeka-Shawnee County Riverfront Authority Board for a term ending August 31, 2017.

**C. MINUTES** of the regular meeting of February 16, 2016

**D. APPLICATIONS:**

**5. ACTION ITEMS:**

**A. Real Estate Lease Agreement - National Guard Armory/Topeka Police Department Operations and Training**

**APPROVAL** of a Real Estate Lease Agreement to provide office and training space at the National Guard Armory for use by the Topeka Police Department.

*(Approval would authorize a five-year lease agreement with the Kansas Military Board for use of space at the National Guard Armory located at 2722 SW Topeka Boulevard to be used as a police training facility. Total annual cost for the lease is \$57,163 to be paid from the Police Department operational budget.)*

**6. NON-ACTION ITEMS:**

**A. Discussion - CIP Completed Projects and Construction Project Overview**

**DISCUSSION** regarding Capital Improvement Plan (CIP) Completed Projects and Construction Project Overview.

**B. Discussion - Southeast Topeka Interchange**

**DISCUSSION** relating to a new Southeast Topeka interchange.

*(Present findings of Interchange Concept Study by Kansas Turnpike Authority to assess feasibility*

*of constructing a new interchange on the I-470 section of the Kansas Turnpike near SE 29th Street.)*

**C. Discussion - Use of Excess 2004-2016 Countywide Sales Tax Funds**

**DISCUSSION of potential uses for the excess funds from the 2004-2016 Countywide Half Cent Sales Tax.**

**7. ANNOUNCEMENTS:**

**PRELIMINARY AGENDA**

*(The City Clerk will provide a brief summary of items on the next scheduled Council meeting agenda. Also during this time, the City Manager and Governing Body Members may offer comments regarding City business and announce upcoming events.)*

**8. PUBLIC COMMENT:**

**9. EXECUTIVE SESSION:**

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

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

**10. ADJOURNMENT:**



**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

DPearson Resume

DPearson Application Topeka Landmarks

**DONNA PEARSON**  
(785) 554-3683

1124 SW Huntoon ♦ Topeka, KS 66604  
drppearson@yahoo.com

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## **RESEARCH PROFESSIONAL**

**Kansas History / African American History / Environmental Research**

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Highly resourceful and strategic Researcher with 25+ experience achieving success in all facets of complex research projects including online, archival, and data research. Excellent communicator with the ability compile, analyze, and present information in an accurate and well-organized manner. Resourceful problem solver with proven ability to bring resolution to challenging situations. Known as the "go-to" person resolve complex issues. Work with a high level of integrity. Computer proficient. M.A. Degree.

### **~ Areas of Expertise ~**

- Research & Analysis
  - Kansas History
  - African American History
  - Environmental Scanning
  - Online & Archival Research
  - Creative/Strategic Research
  - On-Line Data Research
  - Compiling Information
  - Community Resources
  - Employee Supervision
  - Relationship Building
  - Creative Problem Solving
- 

## **Professional Experience**

Topeka and Shawnee County Public Library  
**Local History Librarian**

Topeka, KS  
7/2013 to present

Assist library patrons with finding information. Oversees the development and implementation of local history programs. Acts as a Community Liaison to establish and maintain strong relationships with community organizations. Acts as spokesperson for Local History department. Works on various internal and external committees, work groups and special projects.

- Researched and implemented the community education workshop "Discovering the Secrets of Your House" in which participants learn how to conduct building research.
- Developed community partnerships to help TSCPL achieve their mission goals.

Kansas African American Affairs Commission  
**Researcher / Program Coordinator (Part-time)**

Topeka, KS  
5/2012 to 6/2013

Contracted to design an African/American historical database related to the organization's areas of social equity. Assist the Director in program development activities including scheduling rooms, contacting legislatures, promoting public relations, and working with capitol staff to plan and coordinate special events. Perform support functions to promote smooth and efficient operations.

- ♦ Completed African American History experience in Kansas, and created/launched database for on-line calendar resource to ensure ease in customer accessibility, 2013.

Kansas Historical Society, Museum Division

Topeka, KS  
2003 to Present

**Collection Development Specialist** (2005 to Present)

Developed and implement strategies to collect material culture of Kansas for permanent collection. Cultivate potential donors, educate the public, develop community relations, research and develop exhibits, and write grants.

- ♦ Co-authored program for Institute of Museum and Library Services grant (IMLS).
- ♦ Educated the public on National Register of Historic Places application process.
- ♦ Developed community partnerships to achieve mission goals of KHS.
- ♦ Researched and identified objects of donations from community donors.

**Assistant Curator** (2003 to 2005)

Utilized on-line tools and archives to perform extensive research to determine validity of object, developed biography, and performed research on donor for the acquisition and exhibition of collections.

Girl Scouts of Kaw Valley Council

Topeka, KS  
1994 to 2002

**Director of Community Development** (2000 to 2002)

Accountable for developing strategy for membership growth and effective support of volunteers to promote the Girl Scout leadership in 15 counties in Kansas. Supervised and coached MVP Specialists in the assigned area.

**Director of Membership Development** (1996 to 2000)

Promoted to develop innovative outreach strategies to increase Girl Scout memberships in underserved communities. Managed 2,000 adult volunteers and ensured membership numbers were reflective of the population in 13 counties in northeast Kansas. Conducted grant research, and interpreted policies and procedures for volunteers and community members. Managed operations, budget, grants, and supervised up to 6 executive and 2 non-executive employees.

**Membership Manager** (1994 to 1996)

Responsible for developing, retaining, and increasing memberships and providing on-going support to volunteers for short- and long-term positions. Represented organization in the community through group presentations and networking.

### Volunteer Experience

- ♦ **Curator**, Wichita Public Schools, Separate Is Not Equal, Exhibit, Wichita Branch of NAACP.
- ♦ **Curator**, Illuminations: Black Wichita in the 1940's and 50's Exhibit, The Kansas African American Museum, Wichita, KS, 2008.
- ♦ **Volunteer**, Research On Black Wichita Project, North Heights Christian Church, Wichita, KS.
- ♦ **Advisor/Client**, McAdams Neighborhood History Project, Wichita State University.
- ♦ **Consultant**, Dockum Drug Store Sit-In Commemoration Committee, Wichita Sedgwick County Historical Museum, Wichita, KS, 2008.
- ♦ **Volunteer**, Hall's Chapel Oral History Project, Kauffman Museum, Kansas Humanities Scholar, Newton, KS, 2007-2008.
- ♦ **Volunteer/Consultant Reviewer**, Dunbar Theatre, National Register of Historic Places Application, Topeka, KS, 2007.

### Education

Wichita State University  
**Master of Arts in History; Emphasis: Public History** Wichita, KS  
2012

Washburn University  
**Bachelor of Art in Studio Art** Topeka, KS  
**Emphasis: Photography; Minor: History** Graduated with Honors

Kansas State University  
**Bachelor of Art in Business Administration; Emphasis: Marketing** Manhattan, KS



## Profile

Donna Rae

First Name

Pearson

Last Name

drppearson@yahoo.com

Email Address

1124 Sw Huntoon

Street Address

Suite or Apt

Topeka

City

KS

State

66604

Postal Code

## Are you a resident of the City of Topeka?

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Yes  No

## District 1

What district do you live in?

Mobile: (785) 554-3683

Primary Phone

Home: (

Alternate Phone

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## Which Boards would you like to apply for?

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Topeka Landmarks Commission

Topeka and Shawnee County  
Public Library

Employer

Local History Librarian

Job Title

## Are you a registered voter?

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Yes  No

## Are you currently a full or part-time employee of the City of Topeka?

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Yes  No

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If yes, please advise in which department you work:

**Are you or any immediate family member related to any city governmental official or employee?**

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Yes  No

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If yes, please advise who and how you are related:

**Are you or have you been a party to any civil litigation involving the City of Topeka?**

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Yes  No

**If yes, please explain:**

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**Are you delinquent in payment of any taxes, fees, fines or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?**

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Yes  No

**If yes, please explain:**

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## **Interests & Experiences**

**Please state why you are interested in serving on this board or commission:**

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I am interested in the preservation and protection of the historic buildings and natural environments in the city of Topeka.

Please describe your education, experience and expertise including any honors or awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

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[Resume.doc](#)

Upload a Resume

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Please attach any additional information you believe may be helpful in considering your application.

Question applies to multiple boards.

**List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)**

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## Voluntary Self Identification

African American

Ethnicity

Female

Gender

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## Acknowledgements and Verification

Purpose of information being submitted.

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I Agree

The information I am submitting is true and correct.

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I Agree

**Electronic Signature**

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I Agree



## Mark Ruelle Biography

## Mark A. Ruelle's Biography

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Mark A. Ruelle, age 53, has served as our director and president since May of 2011 and as our chief executive officer since August of 2011. Mr. Ruelle brings twenty-eight years of business leadership experience to the board of directors. From 2003 to 2011, Mr. Ruelle was our executive vice president and chief financial officer. In that role, he had responsibility for large construction projects, information technology and human resources in addition to accounting, finance and investor relations. Between 1997 and 2002, Mr. Ruelle served in various executive positions at Sierra Pacific Resources, Inc., the owner of the largest electric utilities in Nevada. While there, Mr. Ruelle served four years as senior vice president and chief financial officer and one year as president of its Nevada Power Company unit. From 1986 to 1997, Mr. Ruelle worked for us in various executive positions. Mr. Ruelle was also a director and member of the audit, compensation and nominating and corporate governance committees of US BioEnergy Corporation from 2006 to 2008. Mr. Ruelle currently serves as a director and member of the audit and nominating and governance committees of Houston Wire & Cable Company, a distributor of electrical wire and cable products and services based in Houston, Texas, the Edison Electric Institute, an association of shareholder owned electric companies, as a board member of GO Topeka Economic Partnership, as a trustee for the Stormont-Vail Foundation, a non-profit organization and was formerly an advisory board member for a privately-held sports apparel concern located in Kansas. Mr. Ruelle's qualifications to serve as our director include his leadership experience, his financial expertise and his extensive utility industry experience. Source: Westar Energy, Inc. on 04/03/2015





**BUDGETARY IMPACT:**

Quarterly payments of \$14,280.75 would commence on April 1, 2016 for a 5- year period ending on March 31, 2021.

**SOURCE OF FUNDING:**

Police Department Operational Budget

**ATTACHMENTS:**

**Description**

Executive Summary

Lease

Lease Special Provisions

Exhibit A



Topeka Police Department

# 21st Century Training Facility Needs

Facing increased media scrutiny and public demands, law enforcement in the 21st century must continue to trend toward more technologically, tactically and socially advanced police forces and the need for well-trained law enforcement officers has never been greater. The Topeka Police Department must continually review the training programs and the training facilities available to their officers and staff in order to meet modern demands.

The Topeka Police Department (TPD) has been looking to solve our overcrowding issues at the current Law Enforcement Center and take our Training Unit to another level. A means to solve both issues would be an off-site academy location with dedicated classroom space and additional training facilities that would allow for the Department to expand upon the quality and quantity of training that we offer to Topeka Police Officers. It would also allow for the Topeka Police Department to host additional large scale training events that can in turn generate revenue from tuition fees charged to outside law enforcement officers who attend.

Developing a standalone police training facility would be a solution to several concerns related to the current police training facility.

- Recruit Officers would be isolated from veteran officers and allowed to learn the basics of law enforcement in a true classroom atmosphere.
- The Basic Training Academy would be less likely to be interrupted and moved to alternate locations due to events occurring at the LEC.
- Less distraction of daily police operations by having a recruit academy taking place in the same building.
- The current LEC space is becoming crowded.
- The current size of the LEC parking requires recruits to park on the street as well as visitors when we host large scale training events.
- Mandatory In-Service Training could be conducted off-site with fewer distractions to the officers attending the training.
- Ability to host more training at the LEC to include other City agencies having more access to our large main classroom.
- Having all our assets in one location is problematic should an act of terrorism occur. The ability to relocate to an existing space in times of emergency would increase the City's ability to navigate such an occurrence.

The main law enforcement training campus for recruit academies is the Kansas Law Enforcement Training Center (KLETC) located just outside of Hutchinson. While KLETC instructs the majority of new law enforcement officers they do certify six satellite training academies across the state and Topeka is one of those. Of those six satellite academies the Topeka Police Academy is the only one that still conducts the training in the same building where police officers are working. The other satellite academies have stand-alone facilities away from their police headquarters. We would also like to create a true learning environment similar to a college campus atmosphere without the distractions of a busy law enforcement center. For these reasons a dedicated location away from the Law Enforcement Center would serve the community and the Topeka Police Department very well by providing a superior training environment for the development of well-trained police recruits.

The challenge to moving the academy off-site has always been finding a location suitable to our needs as well as being affordable. In late 2014 and into 2015 the

Kansas National Guard complex (Nickell Armory) at 2722 SW Topeka Blvd was working towards consolidating their facilities to Forbes Field. Due to their movement of resources they now have a large amount of space available and being offered to the police department and other government agencies at a favorable lease price. They are offering sole TPD use space at \$6/sq. ft. and shared space at \$1/sq. ft. The cost for general retail space in Topeka averages from \$15/sf to \$21/sf. The proposed lease space at Nickell Armory would be:

6,938 square feet TPD sole use space @ \$6/sf=	\$41,628
<u>15,535 square feet shared space @ \$1/sf</u>	<u>= \$15,535</u>
Total yearly cost	\$57,163

The National Guard would retain responsibility for general maintenance and repair. The staff of the police department has made several visits to the Nickell Armory location and found ample classroom and office space to support our academy and training staff. The low lease price plus the added security and benefits outlined below make this opportunity beyond anything we could have located elsewhere within the city.

### **Indoor Gymnasium**

The Nickell Armory has an added benefit of a gymnasium that would be available for our use. For our recruit academy the gym would be utilized for conducting proper physical training and physical testing and some scenario training. Currently when the outdoor weather is not suitable for physical training the Basic Training Academy uses the smaller location at the LEC that limits the type of physical training we can do.

The gym could also be utilized for existing officer training. The agencies primary location for defensive tactics training is in an attic above the Coroner's office which has been set up as a provisional training area. While the space has served well as a temporary location for defensive tactics training, a larger better suited permanent location could be established. Also every quarter in accordance with the current labor contract the agency conducts a physical fitness test for officers. A gymnasium would provide a suitable location for this testing which would not be affected by weather.

Currently the department rents space to conduct the written and physical applicant tests each time the testing takes place. The gym at Nickell Armory would provide an ideal area for the police physical agility applicant testing and not require us to schedule around events from the organization we currently rent space from.

### **Secure Facility**

The Nickell Armory is surrounded by a secure fence and gated secure access points. The gates are manned during the day and after hours requires FOB access.

## **Outdoor Areas**

The large secure campus environment would have large outdoor areas that could be utilized for several aspects of the recruit training and department training. Currently recruits run through neighborhoods having to be wary of traffic and pedestrians while doing their physical conditioning. The department must also find various places to conduct scenario training such as building searches and vehicle accident investigation. The armory campus would provide opportunities for all of the above mentioned training without having to navigate around city traffic or other normal aspects of busy neighborhoods.

## **Parking**

Part of the proposal being offered includes parking next to the building for training staff then a large block of parking for the recruits to park a short distance from where the training classroom would be. All of this parking space is also within the secure area of the Nickell Armory.

## **Future expansion**

The Nickell Armory location will have more space available in the future as more movement to Forbes Field is anticipated. The opportunity is also available for the military to assist with construction of a warehouse type structure that could be used to house our large assets that include a command trailer and truck, bomb truck and trailer, response team trucks, and future equipment. Currently the department rents warehouse space in a retail storage facility for some of our larger pieces of equipment.

## **Summary**

In the modern era, police training is of significant importance to the safety and well-being of communities and the value of a well-trained police force should not be overlooked. Such a facility would benefit recruit officers and veteran officers alike, and would also allow for additional regional style trainings to be conducted that could generate revenue through tuitions. The Topeka Police Department is also looking for a diverse group of qualified people interested in becoming Topeka Police Officers. A training facility such as this would be a valuable recruiting tool as we compete for an ever dwindling pool of young people interested in law enforcement.

# REAL ESTATE LEASE AGREEMENT

## CONTRACT PARTIES

### LESSOR (First Party or 1<sup>st</sup> Party)

Contact Person:

LESSOR NAME:

Address:  City:

State:  Zip Code:

Telephone:  Fax:

Email Address:

Type of Firm:  Individual  Partnership  Corporation  Government  L.L.C.

Taxpayer Identification No.:

### LESSEE (Second Party or 2<sup>nd</sup> Party)

Contact Person:

LESSEE NAME:

Address:  City:

State:  Zip Code:

Email Address:

Telephone:  Fax:

Leased Property Description:

Street Address:  City:

County:  State:  Zip Code:

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

**1. TERM:**

To have and hold the same for the term of:

(a) Lease Term begin date:  (mm/dd/yyyy)

(b) Lease Term end date:  (mm/dd/yyyy)

(c) Length:  years,  months

**2. RENTAL PAYMENTS:**

Second Party agrees to pay equal  monthly  quarterly  semi-annual  annual installments of  commencing on the 1<sup>st</sup> day of  and on the 1<sup>st</sup> day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision .

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.

The space herein above described contains  square feet of space for office use at the rate of  per square foot per annum;  square feet of floor space for records and property storage use at the rate of  per square foot per annum; and  (square feet of floor space) (acres, more or less) for other use (specify):  at the rate of  per square foot per annum. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

**3. USE OF PREMISES:**

Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: .

The approximate Full-Time Equivalent (FTE) employee working on these premises is .

**4. UTILITIES:**

Public Utilities shall be paid for by the First (1<sup>st</sup>) Party, Second (2<sup>nd</sup>) Party, Third (3<sup>rd</sup>) Party, Occupant or Other as follows:

(a) Electricity	First Party	<input type="text" value="See Spec. Prov. 4 &amp; 5"/>
(b) Water	First Party	<input type="text" value="See Spec. Prov. 4 &amp; 5"/>
(c) Telephone	Second Party	<input type="text"/>
(d) Gas	First Party	<input type="text" value="See Spec. Prov. 4 &amp; 5"/>
(e) Heat	First Party	<input type="text" value="See Spec. Prov. 4 &amp; 5"/>
(f) Other, please list	<input type="text"/>	Choose an item. <input type="text"/>

**5. ADDITIONAL SERVICES:**

Additional Services shall be paid for by the First (1<sup>st</sup>) Party, Second (2<sup>nd</sup>) Party, Third (3<sup>rd</sup>) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	First Party	See Spec Prov 4 &
(b) Snow Removal	First Party	See Spec Prov 4 &
(c) Pest Control	First Party	See Spec Prov 4 &
(d) Custodial Service of Leased Area	Second Party	See Spec Prov 9
(e) Custodial Service of Common Area	First Party	See Spec Prov 9
(f) Other, please list	Trash service	Second Party

**6. SUBLETTING:**

Second Party shall not sublet any of the space herein.

**7. REPAIR OF PREMISES:**

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalk and off-street parking area of the lease facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing.

First Party agrees to respond to work requests following this format: Emergency – less than 24 hours; Urgent – less than 7 days; Routine – less than 60 days. All work requests will be called into CFMO Facilities Maintenance 785-274-1485 during normal business hours (M-F 0700-1500) and then entered into IEMS (Integrated Engineering Management System). Once the work order has been submitted, an IEMS work order number will be generated and sent to the requestor for tracking purposes. All work order status questions should be addressed through the CFMO Facilities Maintenance number listed above. At any time during normal working hours, the Second Party can request work orders logs of all open or completed work for said building. Any situation you believe to be a potential safety hazard should be reported to the CFMO office immediately. NGKS Public Works emergency point of contact is 785-274-1800. For routine work requests, please contact 785-274-1485. No individual should attempt to solve any emergency by placing themselves at safety risk. This emergency call-back number is intended for mechanical failures requiring immediate actions.

Interior repairs of damage caused by Second Party shall be paid for by Second Party.



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**8. UN-TENANTABLE PREMISES:**

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

**9. TERMINATION FOR CAUSE:**

Not applicable.

**10. TERMINATION FOR FISCAL NECESSITY:**

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the City to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the City. Any prepaid rent shall be returned to Second Party for the period following the termination date.

**11. AUTOMATIC HOLD OVER:**

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2.

**12. REMOVAL OF PERSONAL PROPERTY:**

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

**13. AGREEMENT WITH KANSAS LAW:**

This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

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**14. ANTI-DISCRIMINATION CLAUSE:**

First Party Agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) (“ADA”) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;

**15. BINDING EFFECT:**

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

**16. RESPONSIBILITY FOR TAXES:**

The State of Kansas shall not be responsible for, nor indemnify, Second Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

**17. LIABILITY FOR DAMAGES:**

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

**18. ACCESSIBILITY:**

If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days’ notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):

1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

**19. ENERGY:**

HVAC Performance: General office area shall be heated in the winter during hours of operation to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design

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conditions.

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.

**20. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:**

The following documents must be submitted with the signed Lease:

- A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: <http://admin.ks.gov/offices/ofpm/real-estate-leasing>.

**21. SPECIAL PROVISIONS:**

The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply:  (marked by an X in the checkboxes below)

- Spec. Prov. 1.**  **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of  days notice in writing to First Party.
- Spec. Prov. 2.**  **Renewal:** By the giving of notice in writing to First Party at least  days prior to the end of the term specified, Second Party may renew this lease for an additional term of  under the same rent, conditions and terms set out herein.
- Spec. Prov. 3.**  **Parking:** First Party shall furnish to Second Party off-street parking for  motor vehicles upon land adjacent to the leased facility.

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**22. ADDITIONAL SPECIAL PROVISIONS:**

Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply:

4, 5, 6, 7, 8, 9, 10, 11, and 12.
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**APPROVALS OF LESSOR & LESSEE**

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\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

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**CERTIFICATION STATEMENT:** I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same is authorized to do so.

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\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

## **SPECIAL PROVISIONS**

### **Lease Between Kansas Military Board (Lessor) and City of Topeka (Lessee)**

**2722 S.W. Topeka Blvd. Topeka, Kansas**

#### **4. Fixed Rent:**

The rental rate for exclusive space is calculated and the sum of the base rate of \$4.00/SF/Yr. plus the lessee's share of operating, repair, and utility expenses estimated at \$2.00/SF/Yr. Fixed quarterly rent payments are based on the \$6.00/SF/Yr. rate. Excess operating, repair, and utility expense, if applicable, will be paid by the lessee annually according to Special Provision 5. The Lessee retains the right to renegotiate the base rate per square foot with term renewal. The new base rate shall not exceed the initial base rate. The operations, maintenance, and utility portion of the rate will be based on actual cost recovery and therefore may exceed the initial estimate for operations, maintenance, and utility expense, but shall not be lower. The rental rate for joint use space is \$1.00/SF/Yr.

#### **5. Operating, Repair, and Utility Expense Clause:**

The Lessee agrees to pay to Lessor the operating, repair, and utility expenses above the estimate of \$2.00/SF for exclusive use space on an annual basis subject to the limitations provided below. Lessor shall provide Lessee a detailed account summary with invoices, or other reasonable evidence, of the amount of the operating, repair, and utility expenses within a reasonable period following the conclusion of each State of Kansas fiscal year on June 30th for the period from the Lease commencement date for the first lease year and from the prior July 1 in all other lease years. Lessee shall pay to Lessor the amount of the annual operating, repair, and utility expenses within sixty (60) days following its receipt of the detailed account. In the event of the termination or expiration of this Lease, Lessee shall pay Lessor within sixty (60) days following such termination or expiration of the amount of the operating costs accrued to the date of such expiration or termination as reasonably detailed by Lessor, which payment obligation shall survive such expiration or termination.

The term "operating, repair, and utility expenses" shall mean the costs and expenses of operating, maintaining, repairing and managing the Leased Property and all supporting improvements thereon in a manner deemed by Lessor to be reasonable and appropriate and in compliance with this Lease. The Lessee will only be responsible for their prorated share of total building operation, repair, and utility costs based on percentage of assigned exclusive use square footage.

#### **6. Jointly Use Room Access:**

## **SPECIAL PROVISIONS**

### **Lease Between Kansas Military Board (Lessor) and City of Topeka (Lessee)**

#### **2722 S.W. Topeka Blvd. Topeka, Kansas**

The Lessee will have access and joint use of the ground floor physical fitness room, the assembly hall with adjoining restrooms, kitchen, and south end restrooms. The Adjutant General's Dept. will have priority for use of all joint use rooms.

#### **7. Building and Gate Security Services:**

The Nickell Readiness Center building and entrance gates to the complex grounds will continue to be manned by staff furnished by the Lessor as long as there is military necessity, at no additional cost to the Lessee. In the event the level of security decreases or is discontinued, a determination will be made by the Lessee for continued services. The Lessee shall then be responsible for the costs to meet their ongoing security requirements (if any).

#### **8. Visitors/Deliveries:**

Visitors of and deliveries to the complex for the Lessee may be subject to search and seizure and will adhere with the Lessor's policies and procedures as set forth. Mail deliveries will be received through the State Defense Complex mailroom facility.

#### **9. Housekeeping:**

Shall be completed by staff furnished by Lessor for restrooms and circulation areas. Lessee is responsible for cleaning their exclusive use areas, and following use the drill hall and kitchen. In the event the desired level of service increases the lessee may contract for those services. Should the current level of service provided by the Lessor decrease, a new base rate per square foot will be negotiated and agreed upon by both parties.

#### **10. Tenant Improvements:**

At no cost to the Lessor, the Lessee may make the following initial improvements; Install additional card readers, door locks, etc., as required for TPD to secure the office space.

Upon completion of the initial tenant improvements, all future requests for construction, build-out, design/layout, Herman Miller relocation, and space planning should be directed to the KSARNG CFMO. Fees for service will apply where applicable.

#### **11. Site Access:**

Lessor, at no cost to Lessee, will provide parking stickers/security gate access cards or fobs to all staff of the Lessee. The Lessor will designate specific parking spaces or area(s) for Lessee staff and visitor use.

**SPECIAL PROVISIONS**

**Lease Between Kansas Military Board (Lessor) and City of Topeka (Lessee)**

**2722 S.W. Topeka Blvd. Topeka, Kansas**

**12. Right of First Use-Military Necessity:**

Notwithstanding any other provision in this lease, nothing shall prohibit, inhibit, or otherwise prevent the military forces of Kansas from the use of this property in the case of military

necessity. The Lessor will make all possible attempts to notify the Lessee of the requirement for this use; however, in the event of an emergency or a declaration of war, this may not be possible. Finally, the Lessor will make all possible attempts to avoid the use of this property; however, in the event of an emergency or a declaration of war, this may not be possible.

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**LESSOR**

\_\_\_\_\_  
Lessor (Kansas Military Board Chairman)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest (The Adjutant General of Kansas)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved (Legal Advisor to TAG)

\_\_\_\_\_  
Date

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**LESSEE**

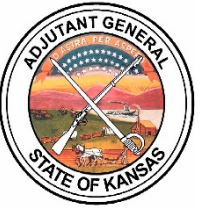
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Lessee (City of Topeka)

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Date

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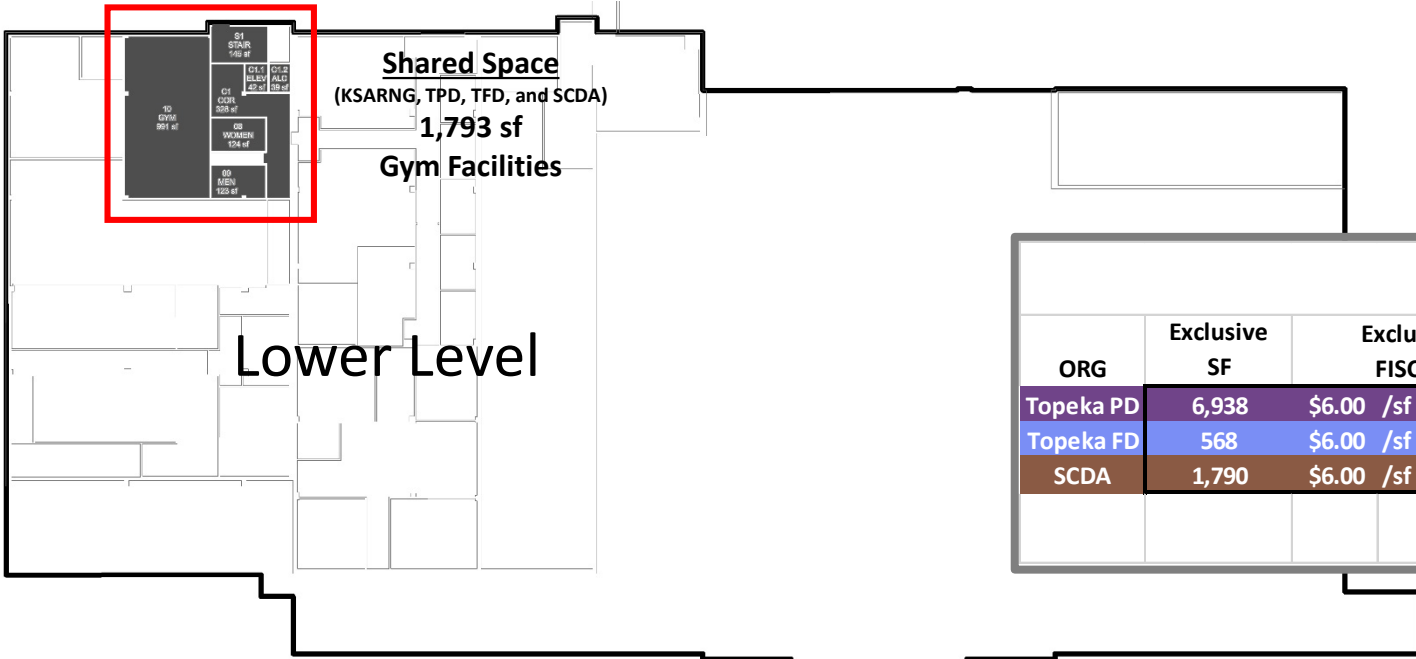
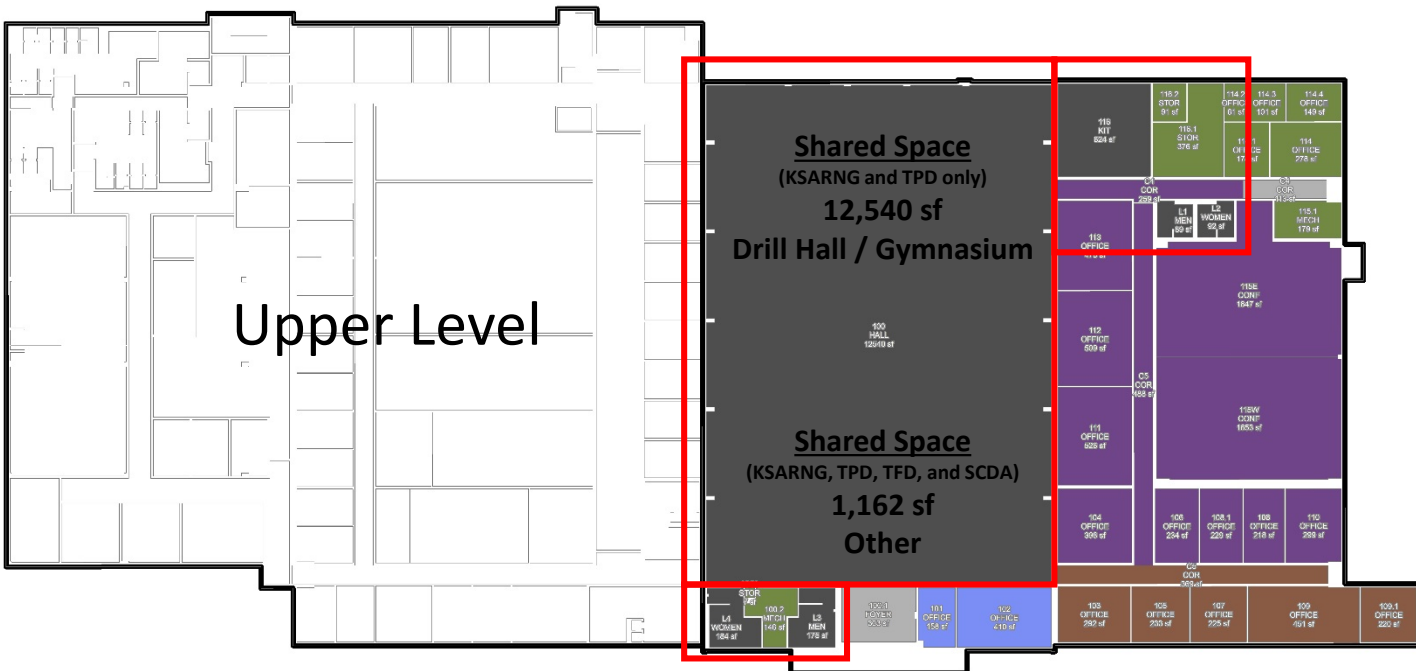
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# Kansas National Guard -- Nickell Armory

2800 SW Topeka Blvd, Topeka, KS 66611



Nickell Armory	
Exclusive Space SF	
ORG	SF
Topeka PD	6,938
Topeka FD	568
SCDA	1,790
KSARNG	38,402
SHARED	15,495
COMMON	xxx

Fiscal Calculation Outline							
ORG	Exclusive SF	Exclusive FISCAL	Gym & Other SF	Gym & Other FISCAL	Gymnasium SF	Gymnasium FISCAL	TOTAL FISCAL
Topeka PD	6,938	\$6.00 /sf \$41,631	2,955	\$1.00 /sf \$2,955	12,540	\$1.00 /sf \$12,540	\$ 57,126
Topeka FD	568	\$6.00 /sf \$ 3,411	2,955	\$1.00 /sf \$2,955	0	\$1.00 /sf \$ -	\$ 6,366
SCDA	1,790	\$6.00 /sf \$10,742	2,955	\$1.00 /sf \$2,955	0	\$1.00 /sf \$ -	\$ 13,697
					To include: Restrooms, Fitness Gym, Stairways, Elevator, and Kitchen		Gymnasium/Drill Hall is shared with TPD and KSARNG only







**City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
www.topeka.org  
March 1, 2016**

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**DATE:** March 1, 2016  
**CONTACT PERSON:** Bill Fiander, Planning Department Director  
**DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** I-470 Interchange SE California and 29th Street  
**PROJECT #:**  
**CATEGORY/SUBCATEGORY:** 006 Communication / 005 Other  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:**  
**JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

**DISCUSSION** relating to a new Southeast Topeka interchange.

*(Present findings of Interchange Concept Study by Kansas Turnpike Authority to assess feasibility of constructing a new interchange on the I-470 section of the Kansas Turnpike near SE 29th Street.)*

**POLICY ISSUE:**

An Interchange Concept Study was performed by KTA to assess the feasibility of constructing and operating a new Southeast Topeka Interchange with I-470 near SE 29th Street.

**STAFF RECOMMENDATION:**

Discuss findings of the study and possible next steps.

**BACKGROUND:**

The Metropolitan Topeka Planning Organization (MTPO) presented the idea of a new interchange as one of the top priorities for funding during the KDOT/KTA statewide local consult sessions. The Kansas Turnpike Authority (KTA) recommended that the City share in the cost of a \$40,000 preliminary concept study to further address location and cost/benefits of a new interchange. The City held two public forums September 28, 2015, and October 1, 2015, for additional feedback from the community. The Governing Body approved a resolution on October 20, 2015, to share half the cost of an Interchange Concept Study with a preferred location providing direct access to SE 29th Street. This study equates to a 10% total design and was completed in February 2016. The study recommends the most cost-effective design option would be a minimum of \$15.9 million. Furthermore, the study states a new interchange would not be financially feasible for KTA unless multiple parties are willing to share construction costs or if economic development projections for the area change. The study

did not address economic or traffic-related impacts to the City.

**BUDGETARY IMPACT:**

\$500,000 for preliminary design is included in the Capital Improvement Program (CIP) for 2020. Based on this study, a minimum of \$15.9 million would need to be allocated between KTA and the City of Topeka for future construction. This amount would only address the interchange construction costs. Other costs related to area City infrastructure improvements would have to be funded separately. These costs are largely unknown at this time.

**SOURCE OF FUNDING:**

General Obligation Bonds (CIP)

**ATTACHMENTS:**

**Description**

KTA Study



# KTA – New Topeka Interchange Concept Study Concept Memo

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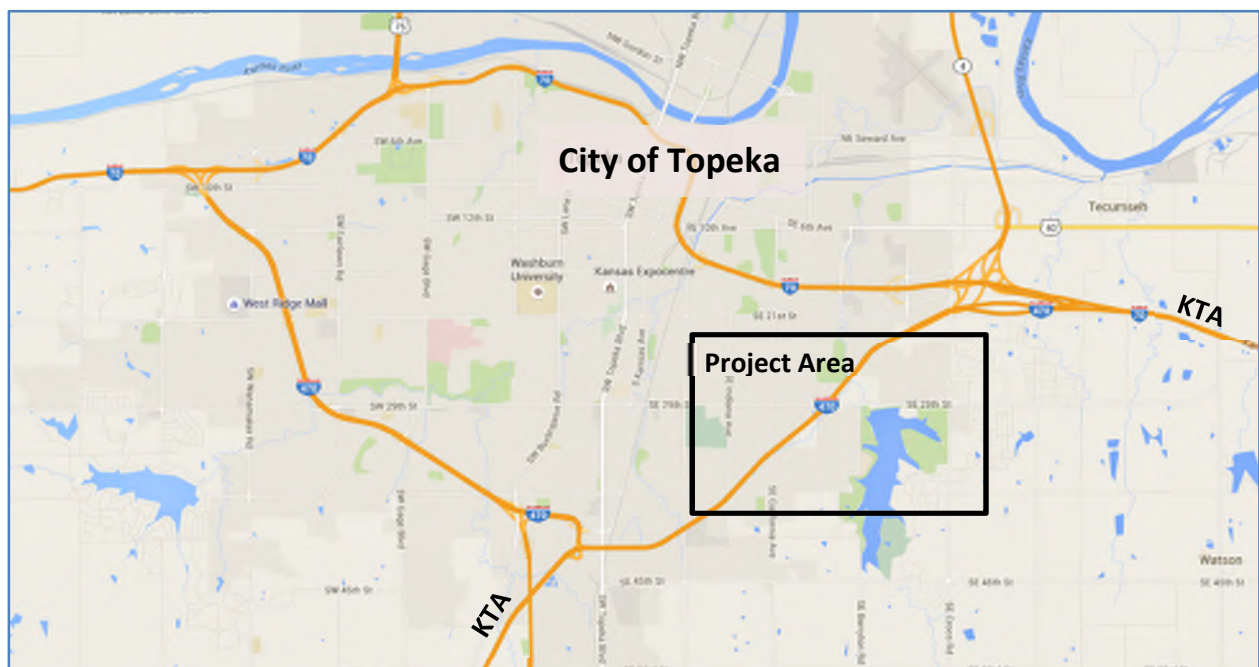
*Prepared by:*

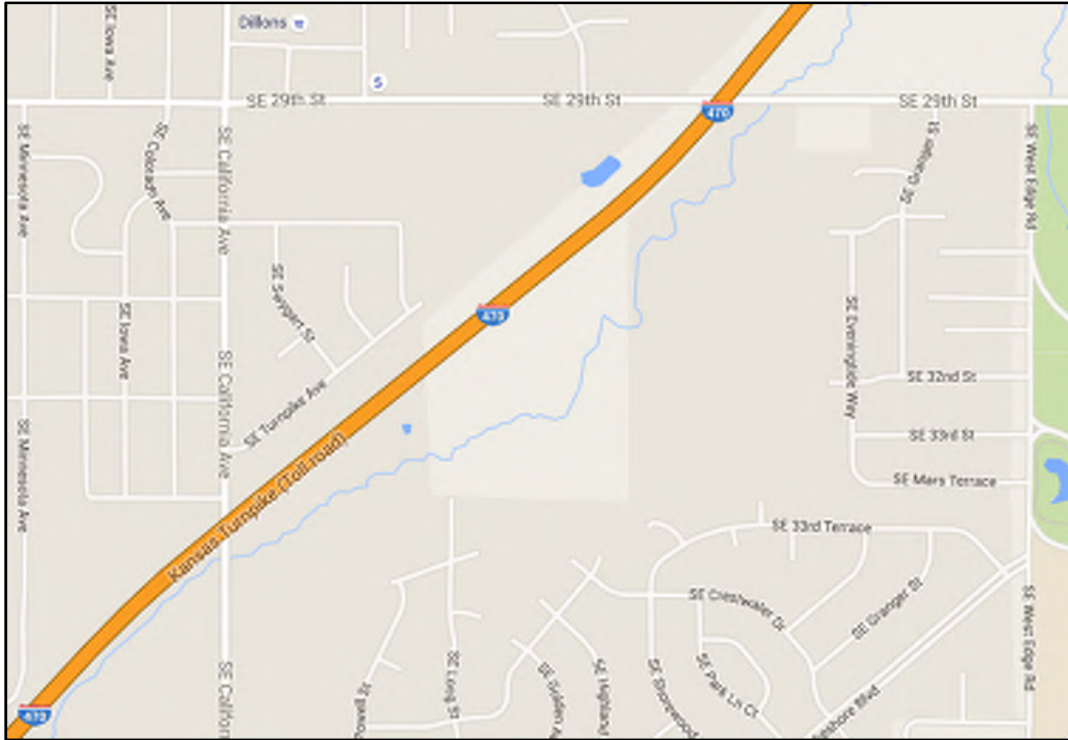
**HNTB**

## Concept Study Summary

### Purpose & Need

The City of Topeka is one of the largest cities located along the Kansas Turnpike. The existing turnpike system currently has two access points to the city of Topeka: the I-70/K-4 Interchange on the East side of Topeka (MM 182/183) and the I-470/I-335/Topeka Blvd. Interchange on the South side of Topeka (MM 177). Jointly, the City of Topeka and the Kansas Turnpike Authority (KTA) requested HNTB aid them in the evaluation of concepts for a third access point along the Kansas Turnpike in the eastern part of Topeka, between the two existing access points. The area evaluated for this new access point is shown in **Figure 1**.





**Figure 1 – Project Area**

The purpose of this access point would be to provide local access to the 29<sup>th</sup> Street/California Avenue area of Topeka. The following sections provide a summary of the concepts that were considered and the conclusions that were reached with this concept study.

### **Considered Concepts**

In order to facilitate the additional local access desired by the City, a number of concepts were evaluated at a high level. For each concept, qualitative assessments were made of the major impacts and benefits. An exhibit illustrating each concept is provided in the appendix and short summary of the qualitative analysis for each is provided below.

**A-1: Concept 1** – Concept 1 utilizes a diamond interchange connection directly to 29<sup>th</sup> Street, with tolling zones provided on each ramp. This concept would provide the most direct access to 29<sup>th</sup> Street and would most likely allow for the reuse of the existing 29<sup>th</sup> Street bridge over the I-470 (KTA). Some of the challenges with this concept include:

- Significant impacts to the stream and stream crossing along the east side of I-470 and under 29<sup>th</sup> Street.
- Several residences impacted on the West side of the interchange.
- Improvements along 29<sup>th</sup> Street would be necessary to facilitate the ramp connections.



**A-2: Concept 2** – Concept 2 proposed to provide a diamond interchange connection directly to California Ave. This concept would provide direct access to and from California Ave, utilizing ramp toll zones for toll collection. Some of the challenges with this concept include:

- Improvements and widening of California Ave. to facilitate turn lanes and ramp connections would be necessary at the interchange.
- The necessary improvements to California Ave. would require that the I-470 bridges over California Ave. be replaced to accommodate the improvements. Replacement of these structures may also require a raise in the profile of I-470 to achieve the desired vertical clearance.
- The stream which passes under I-470 and California Ave. and the floodplain in the southeast quadrant of the interchange would be impacted by the interchange ramp.
- The ramps on the west side of the interchange would impact several residences in the existing neighborhoods.

**B-3: Concept 3** – Concept 3 presents another option for providing access directly to California Ave. The direct access would be achieved with a folded-diamond interchange, also utilizing ramp toll zones as with the previous concepts. The use of the folded-diamond avoids the stream and floodplain impacts of Concept 2. However, the other challenges discussed with Concept 2 remain, and Concept 3 has greater impacts on the surrounding residential properties.

**A-4: Concept 4** – Concept 4 utilizes the undeveloped areas between 29<sup>th</sup> Street and California Ave. to provide an offset diamond with a connector road to 29<sup>th</sup> Street. The concept would provide a tolling zone on the connector road. This concept would provide less direct access to 29<sup>th</sup> Street and California Ave but would minimize impacts to the surrounding residences and businesses. This concept would also limit impacts to the stream and floodplain along the east side of I-470.

**A-5: Concept 5** – Concept 5 provides an offset diamond interchange similar to Concept 4. However, Concept 5 illustrates a connection to 30<sup>th</sup> Street to provide access to California Ave. Tolling of this concept would be provided using ramp toll zones due to limited right of way along 30<sup>th</sup> St. This would require longer interchange ramps. These longer ramps result in impacts to the 29<sup>th</sup> Street and California Ave. bridges, which would likely require replacement of the structures and potentially roadway grade adjustments to provide adequate vertical clearance. The overall larger footprint of this concept impacts some of the residences along Turnpike Ave.

## **Recommended Concept**

KTA, City of Topeka, and HNTB met to review the five concepts described above and determined that Concept 4 would be carried forward and analyzed in more detail. This analysis would include a more detailed engineering layout, evaluation of potential Right-of-Way (R/W) impacts, conceptual cost estimate, and evaluation of KTA revenue impacts.

As part of this more detailed analysis two variations of Concept 4 were evaluated (see Appendix for layouts of each). **A-6: Concept 4 – Option 1** continues with the offset diamond, connector road to 29<sup>th</sup> Street, and centralized tolling zone on the connector road. **A-7: Concept 4 – Option 2** is the same offset diamond concept with connector road to 29<sup>th</sup> Street, however the tolling zones have been moved to the interchange ramps. Option 2 also moves the 29<sup>th</sup> Street connection location further to the east. As with Concept 5 described above the implementation of ramp tolling requires lengthening of the interchange

ramps. The longer ramps of Option 2 lead to acceleration/deceleration lanes that must be carried across/through the bridges at California Ave. and 29<sup>th</sup> Street. It is expected that these bridges would need to be replaced to facilitate the acceleration/deceleration lanes. Additionally, the longer ramps and area needed for the ramp toll zones have a more significant R/W impact than that of Option 1. These impacts are illustrated by the Proposed R/W lines in the exhibits in the Appendix.

Also evaluated were two different connection points with 29<sup>th</sup> Street. The 29<sup>th</sup> Street intersection illustrated in Option 2 is shown centered on an existing R/W corridor owned by the City. Option 1 is aligned further to the west along 29<sup>th</sup> Street utilizing an area of undeveloped land. Although, the connection point of Option 1 will not leverage the City's existing R/W corridor, the impacts to the adjacent properties are greatly reduced with this option.

A high level assessment of program costs was developed for each of the Concept 4 options and a summary of the cost analysis is presented in the Appendix as exhibit **A-8: Program Cost Estimates**. **Based on this analysis, HNTB recommends Concept 4-Option 1 as the preferred concept.**

### **Traffic Projections and Impacts to Revenue**

As part of this study, HNTB performed a high-level evaluation of the impacts of this potential interchange on the KTA's gross revenue. The first step in this evaluation was determining the anticipated traffic volume for this potential facility in a design year of 2045. The design year volume represents an estimation of the future traffic demand and volume expected on the facility accounting for 30 years of steady traffic growth. We then developed present year (2015) traffic volumes and determined the makeup of new trips vs. trips being redistributed from other existing interchanges. Lastly, we established the appropriate toll rate structure that would be implemented at this new interchange. A meeting was held between KTA, KDOT, the City of Topeka, and HNTB where these items were discussed. Below is a summary of the results of this discussion which are the basis of the revenue analysis.

**Anticipated Traffic** – In the summer of 2015 KDOT and the City of Topeka developed estimated design year (2045) traffic volumes for this potential interchange. These volumes were based on anticipated development in the region surrounding this potential interchange and based on toll-free conditions. These projections estimated the total volume on all interchange ramps to be approximately 10,000 vehicles per day in 2045. However, this volume should be reduced under tolled conditions to account for some potential users which will avoid using the interchange and remain on the local street network due to the toll. It was determined that this volume should be reduced to 6,000 ADT in 2045 under tolled conditions. To arrive at present day (2015) traffic, these volumes were discounted at a rate of 1.5% per year.

**New vs. Redistributed Trips** – In order to evaluate the impact on gross revenue, it is important to understand the number of anticipated trips at the new interchange that are new trips generated by the presence of the interchange vs. trips that would have otherwise used the adjacent interchanges at MM 183 and MM 177. The reason this is important is that the collective impact of all redistributed trips is negligible production of additional gross revenue. In the absence of more detailed data, this group assumed between 55% and 70% of the trips would be new trips for the purposes of this analysis.

Toll Rate Structure – For this analysis, the group determined to base the future tolls at this potential new interchange, on the average of similar trips terminating at MM 177 or MM 183. Current toll rate information, which was the basis of these calculations, can be found in the Appendix as A-10: Toll Schedule. In terms of the assumed distribution of electronic vs. cash customers, data from the adjacent plazas was analyzed as well. Based on that analysis, an assumption that approximately 60% of customers would be electronic customers, and the other 40% cash customers, was used for the analysis at the potential new interchange.

Gross Revenue Analysis – Using the traffic and toll rate structure information discussed above, HNTB modeled the change in gross revenue for two scenarios which represent the low and high ends of the range established for new trips vs. redistributed trips. Scenario 1 uses the high end of the range and assumes that 70% of the trips at the potential new interchange are new trips. Scenario 2 uses the low end of the range and assumes that only 55% of the trips are new trips. The table below summarizes the annual change in gross revenue for both scenarios in the present year (2015) as well as the design year (2045).

Annual Summary	2015		2045	
	Sc. 1	Sc. 2	Sc. 1	Sc. 2
Redistributed Trips	\$ (3,821)	\$ 790	\$ 2,153	\$ 9,360
New Trips	\$ 244,322	\$ 189,715	\$ 382,266	\$ 296,911
<b>Total Gross Revenue</b>	<b>\$ 240,501</b>	<b>\$ 190,505</b>	<b>\$ 384,419</b>	<b>\$ 306,271</b>

As shown in the table above, in the present year this interchange is anticipated to produce between \$191,000 and \$241,000 of additional gross revenue and is anticipated to grow over a 30 year period to between \$306,000 and \$384,000. It is important to keep in mind that these values represent gross revenue, not net revenue, and do not account for the cost of toll collection, ongoing operations and maintenance, etc. An analysis of the change in net revenue may be of value in the future, but would require more detailed traffic information and additional analysis of the anticipated costs of toll collection and operations. Based on the traffic provided, the assumptions discussed above, and the resulting level of gross revenue generation, it is reasonable to conclude that the additional revenue may cover the costs of toll collection, and may contribute some revenue to cover operations, and maintenance. However, it will produce little, if any, excess net revenue to offset the cost of the initial capital investment. A more detailed discussion of the revenue analysis can be found in the appendix as Exhibit **A-9: Memorandum – Gross Revenue Analysis**.

## **Conclusions**

Of the concepts considered, the recommended concept, Concept 4-Option 1, is the most cost-effective solution and provides relief to the local street network by transitioning some local traffic to the Turnpike. Constructing these improvements will have some environmental impacts and impacts to adjacent properties. The anticipated impacts do not appear to be extraordinary for this type of project. A better understanding of these impacts and the costs of implementation should be evaluated further if there is a desire to move forward with construction.

Based on the basic revenue analysis performed as part of this study, the anticipated gross revenue does not support the capital costs associated with initial construction. A new interchange in this area would not be financially feasible for KTA. If multiple parties are willing to share construction costs, or if economic development projections for the area change, then the feasibility of the interchange would also be different.

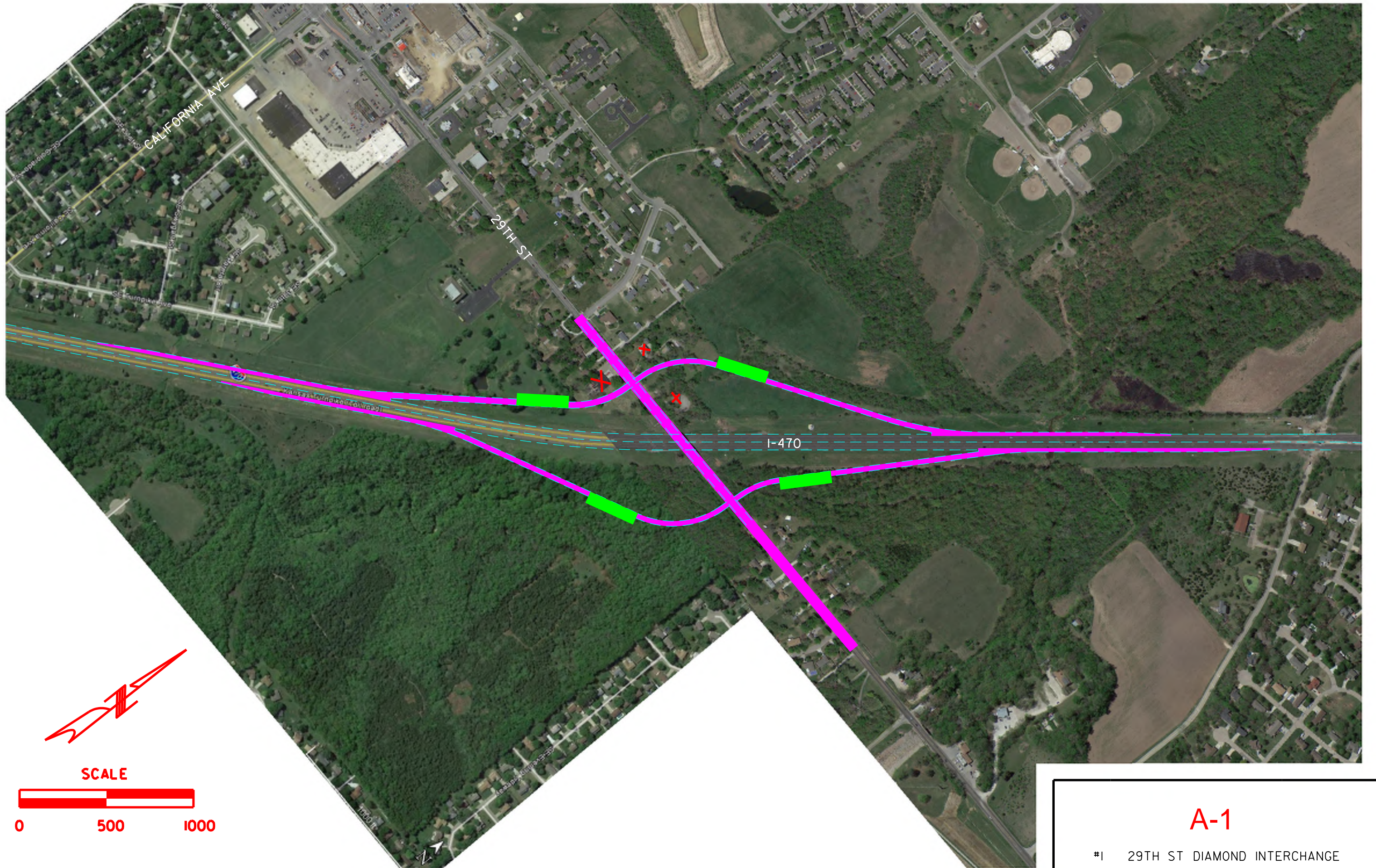
If there is further interest in pursuing these improvements, HNTB recommends a more detailed toll feasibility analysis to better evaluate the anticipated traffic, the willingness of users to pay for the use of the new interchange, and the impacts to KTA net revenue.

## **Disclaimer**

For this analysis, HNTB used currently-accepted professional practices and procedures in the development of traffic and revenue estimates. However, it should be understood that differences between forecasted and actual results may occur, as caused by events and circumstances beyond the control of HNTB. HNTB is not, and has not been, a municipal advisor as defined in Federal law (the Dodd Frank Bill) to Kansas Turnpike Authority (KTA) and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to KTA with respect to the information and material contained in this report.

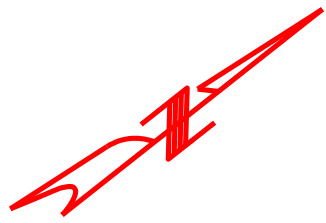
## APPENDIX

- A-1: Concept 1 – 29<sup>th</sup> St Diamond
- A-2: Concept 2 – California Ave Diamond
- A-3: Concept 3 – California Ave Folded Diamond
- A-4: Concept 4 – Mid-Interchange connected to 29<sup>th</sup> St
- A-5: Concept 5 – Mid-Interchange connected to California Ave
- A-6: Concept 4-Option 1 – *The Preferred Concept*
- A-7: Concept 4-Option 2
- A-8: Program Cost Estimates
- A-9: Memorandum – Gross Revenue Analysis
- A-10: Toll Schedule

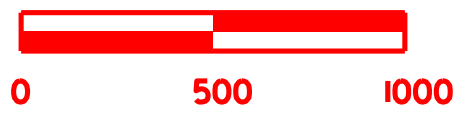


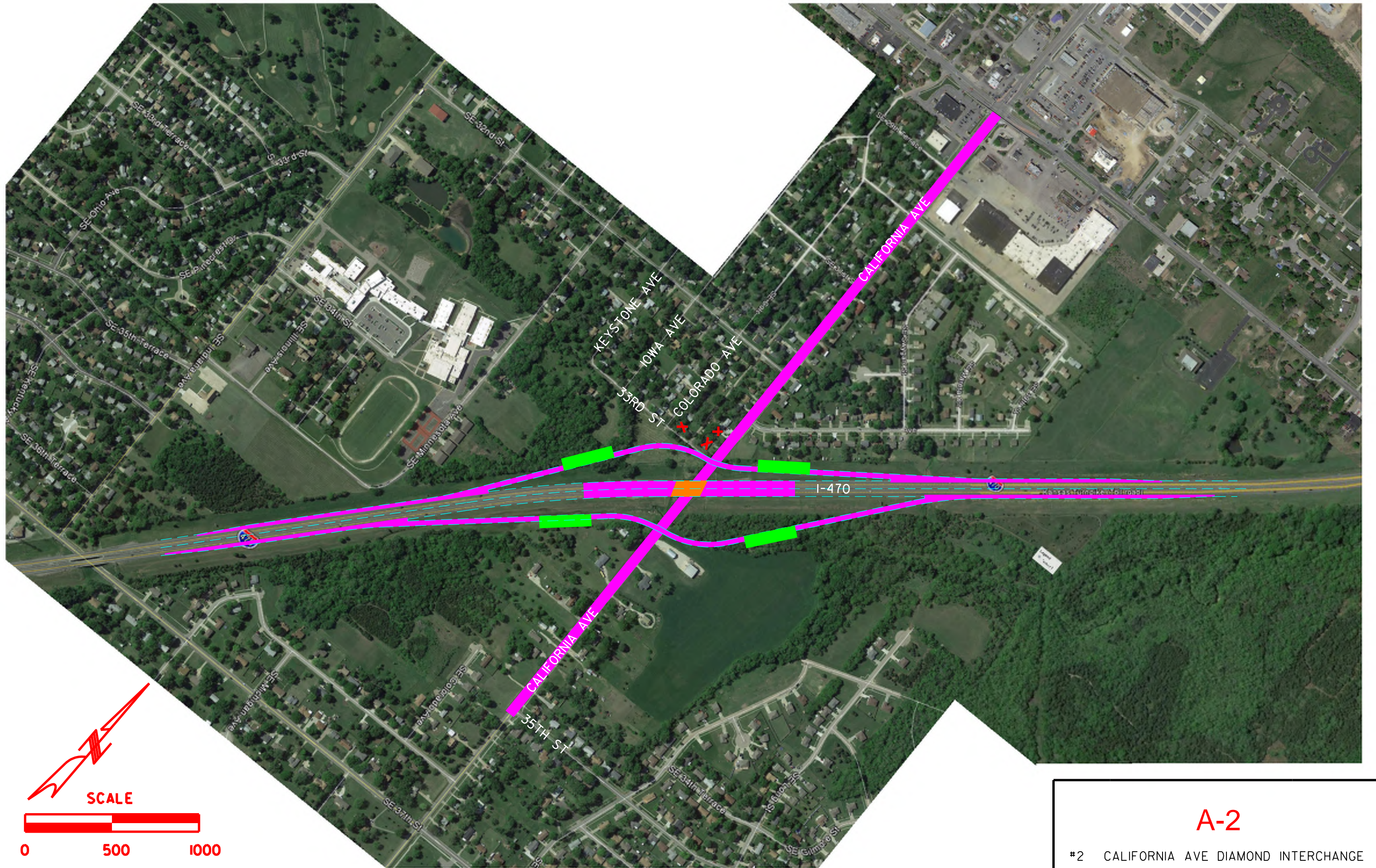
# A-1

#1 29TH ST DIAMOND INTERCHANGE

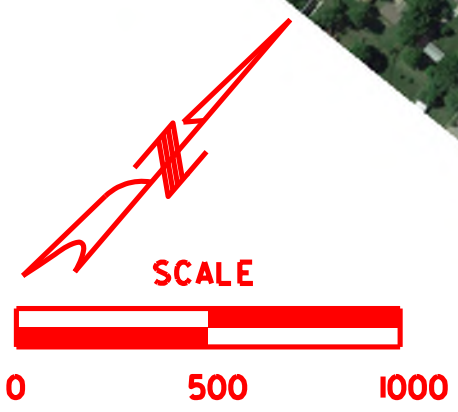
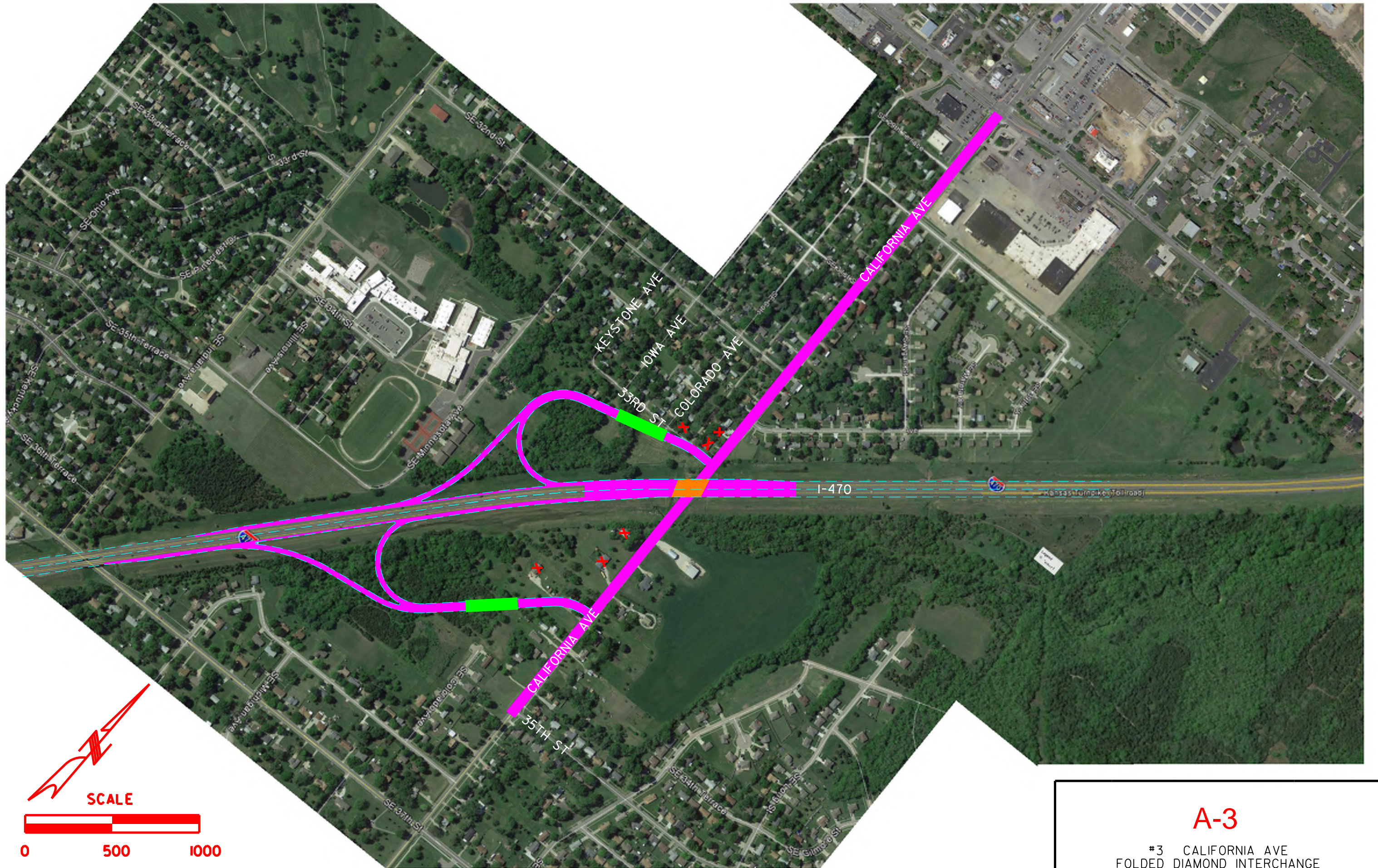


SCALE



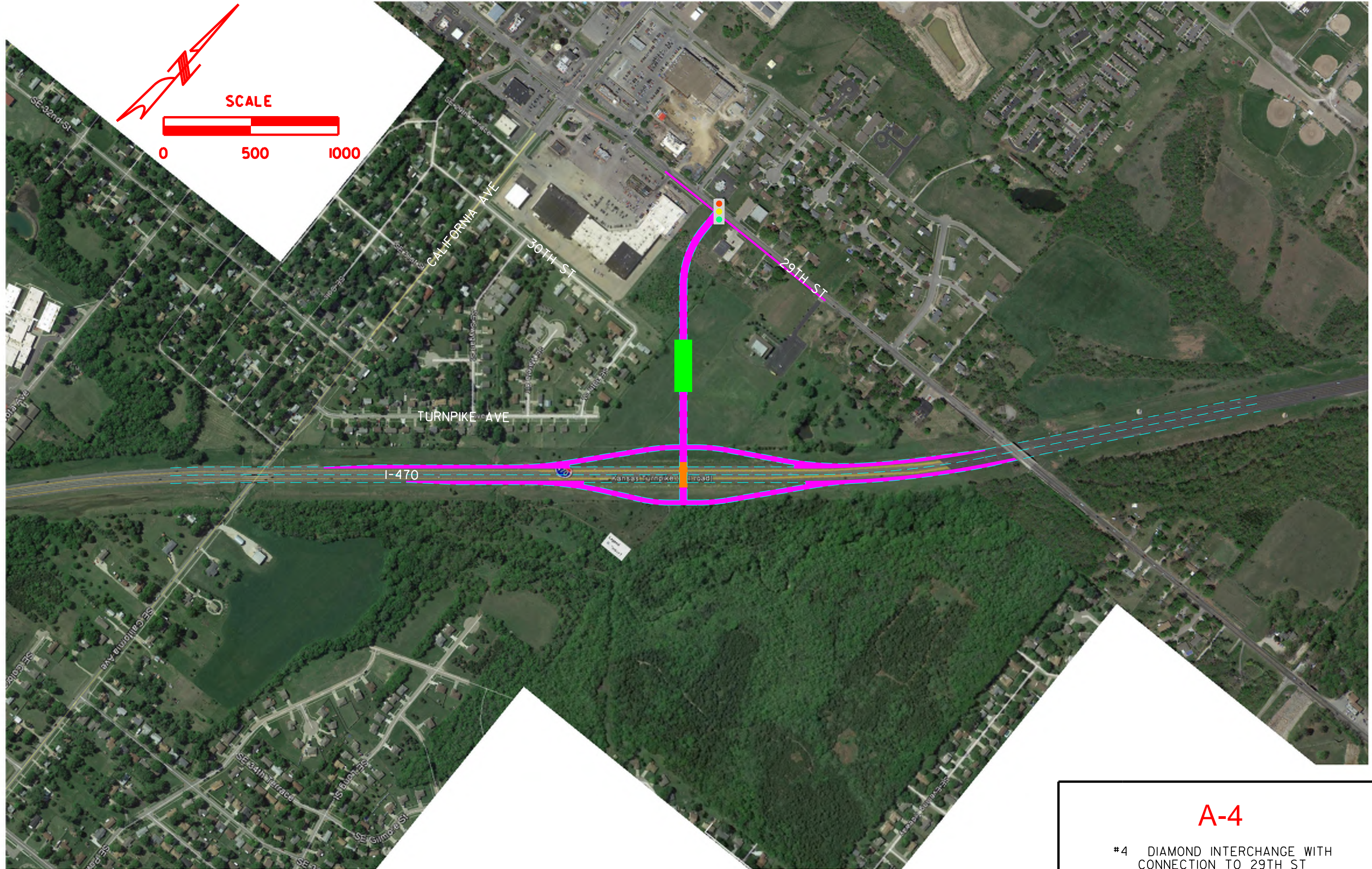


**A-2**  
#2 CALIFORNIA AVE DIAMOND INTERCHANGE

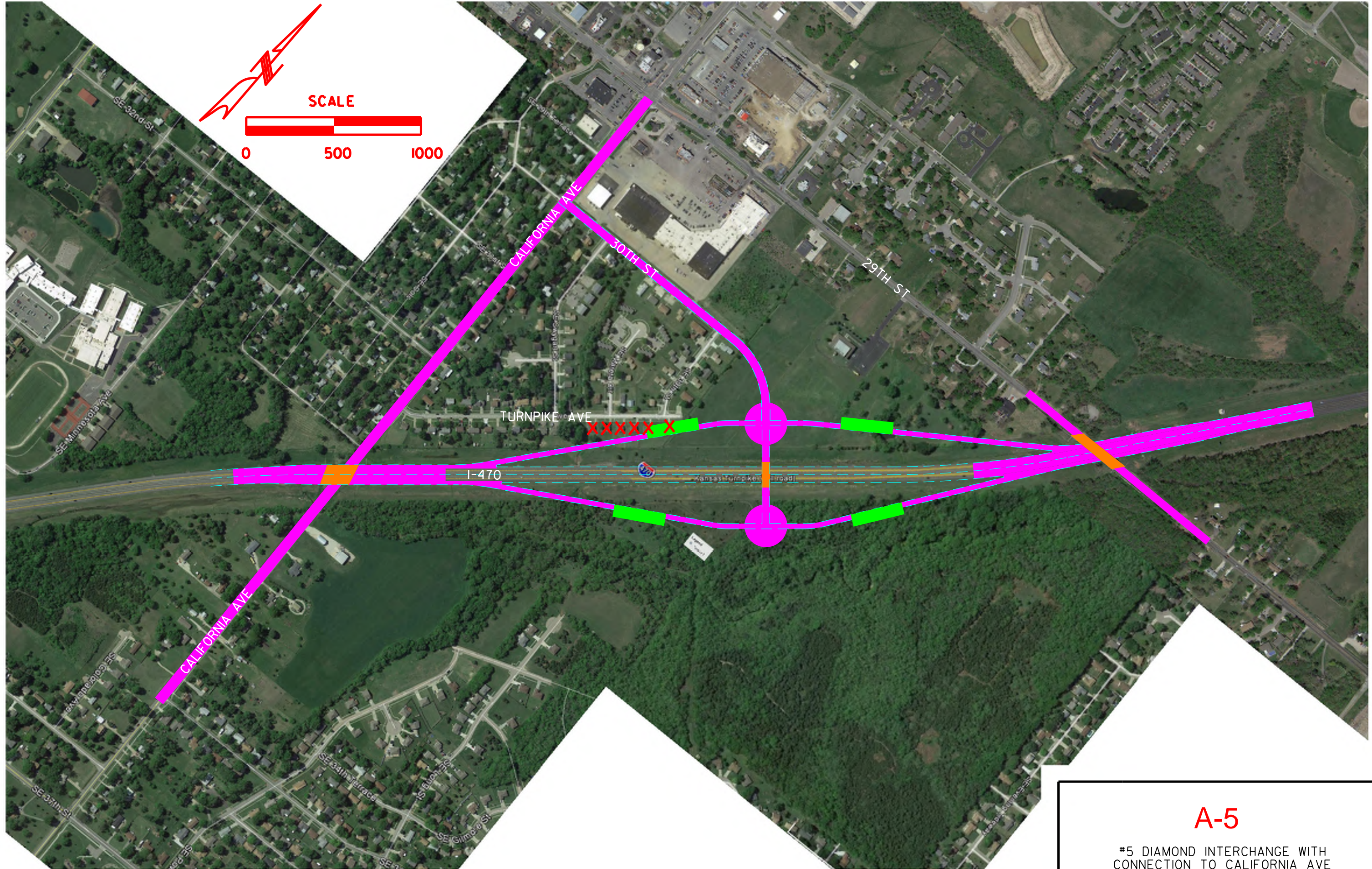


**A-3**  
#3 CALIFORNIA AVE  
FOLDED DIAMOND INTERCHANGE





**A-4**  
#4 DIAMOND INTERCHANGE WITH CONNECTION TO 29TH ST



**A-5**  
#5 DIAMOND INTERCHANGE WITH  
CONNECTION TO CALIFORNIA AVE



Topeka Interchange  
Option I  
Centralized Tolling  
**A-6**



INTERSTATE  
470 (KTA)

TURNPIKE AVE

CALIFORNIA AVE

29TH ST

Prop. KTA R/W

Prop. KTA R/W

Existing KTA R/W

Scale: 1" = 300'



Topeka Interchange  
Option 2  
Ramp Tollina  
**A-7**



## KTA-TOPEKA INTERCHANGE

## OVERALL PROGRAM COST

January 12, 2016

ITEM	Option 1	Option 2
CIVIL CONSTRUCTION	\$ 9,102,000	\$ 13,776,000
TOLL TECHNOLOGY	\$ 800,000	\$ 1,000,000
RIGHT-OF-WAY	\$ 840,000	\$ 830,000
UTILITY RELOCATIONS	\$ 50,000	\$ 50,000
PERMITS & MITIGATION	\$ 300,000	\$ 350,000
DESIGN ENGINEERING	\$ 910,000	\$ 1,378,000
CONSTRUCTION ENGINEERING & INSPECTION	\$ 728,000	\$ 1,102,000
<b>SUBTOTAL</b>	<b>\$ 12,730,000</b>	<b>\$ 18,486,000</b>
PROGRAM CONTINGENCY (25%)	\$ 3,180,000	\$ 4,630,000
<b>PROGRAM TOTAL (2016 Dollars)</b>	<b>\$ 15,910,000</b>	<b>\$ 23,116,000</b>

*The costs shown in this estimate represent an estimate of probable costs prepared in good faith and with reasonable care. HNTB has no control over the costs of construction labor, materials, or equipment, nor over competitive bidding or negotiation methods and does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from this estimate of costs.*

## KTA – New Topeka Interchange Concept Study

### Memorandum – Gross Revenue Analysis

#### Purpose

The purpose of this memorandum is to estimate the amount of gross revenue that would be generated by the opening of a new interchange at mile 180 on the Kansas Turnpike. The memorandum will estimate revenue for an approximate 30-year period, from 2015 through 2045.

#### Location

The proposed interchange lies between Exit 177 (S. Topeka) and Exits 182/183.<sup>1</sup> The interchange would connect the Kansas Turnpike (I-470) directly to 29<sup>th</sup> Street. The proposed configuration of the interchange is illustrated in Figure 1.

Figure 1 – Configuration of Proposed Exit 180



#### Assumptions

The revenue analysis was built upon the following assumptions:

- The average daily volume at the proposed interchange in a toll-free environment is 10,000 vehicles per day (vpd). This is a 30-year projected volume for the year 2045.
- The imposition of tolls is expected to cause 40% of these vehicles to divert to local roadways. Therefore, the average daily volume of tolled trips in the year 2045 is 6,000 vpd.

<sup>1</sup> Exit 182 connects to K-4 and serves traffic oriented to and from the south. Exit 183 connects to I-70 and serves traffic oriented to and from the east. Collectively, these exits will be referred to as the “E. Topeka” interchange.

- It is assumed that traffic at the new interchange would grow by 1.5% per year. By applying this assumption to a volume of 6,000 vpd in 2045, we arrive at a 2015 volume of 3,839 vpd.
- All movements *not* associated with the new interchange were assumed to grow at 1.0% per year.
- The vehicles at the new interchange are assumed to be 60% electronic and 40% cash.
  - Electronic customers will roll through the toll plaza as they do today at electronic lanes at other plazas.
  - Cash customers will pay via Automatic Toll Payment Machines, or ATPMs. No attendants would be employed at this plaza.
- Video billing will not be considered as part of the analysis in this memorandum. The two primary reasons are as follows:
  - A video billing interchange at this location would not be consistent with the rest of the toll system. In order for video billing to work at this interchange, a video image at both the point of entry and the point of exit would be required in order to reconstruct the trip and assess the appropriate fare. Even if a video image were taken of a non K-Tag customer at Exit 180, it would be unable to be matched unless images were captured at all other points of entry or exit.
  - It is very likely that video tolling would not be cost-effective. Recent analysis performed by HNTB for the Kansas Turnpike Authority suggests that video billing would likely cost between 65¢ and 90¢ per transaction. Meanwhile, HNTB also estimates that the average non K-Tag toll collected at Exit 180 would be in the range of 35¢ to 40¢. This means that, if video billing were deployed at Exit 180, the KTA would lose money on most fares collected from video customers.
- The traffic at Exit 180 would be comprised of 95% passenger cars (Class 2, under the current KTA classification system) and 5% commercial vehicles (i.e. Class 5 vehicles, primarily 5-axle tractor-trailers). These percentages equated to 5700 passenger cars and 300 commercial vehicles per day in 2045.
- Two scenarios were evaluated:
  - **Scenario 1** assumed that 70% of the traffic at Exit 180 is new traffic either destined to or arriving from Exit 177 (S. Topeka) or Exits 182/3 (E. Topeka). The remaining vehicles represent traffic that is simply redistributed from either Exit 177 (20%) or Exits 182/183 (10%).
  - **Scenario 2** assumed a greater proportion of redistributed trips as opposed to new trips. The assumed mix was 55% new traffic, 30% redistributed from Exit 177, and 15% redistributed from Exits 182/183.

## Toll Rates

HNTB developed a set of toll rates for all possible movements associated with Exit 180. These rates were developed as follows:

## Cash Toll Rates

First, HNTB developed the cash rates. They were based on the following assumptions:

- The cash rates to and from Exit 180 were the average of the rates associated with Exits 177 and Exits 182/3, with the average being rounded to the nearest nickel.
- The cash rate for trips between Exits 177 and 180, as well as the cash rate for trips between Exits 177 and 182/183, was set at 25¢ for Class 2 vehicles, and for 75¢ for Class 5 vehicles.

Table I summarizes the PC and CV cash rates assumed by HNTB for this analysis.

- A white cell indicates an existing rate (e.g. \$9.00 from the Southern Terminal to Exit 177).
- A yellow cell represents a proposed rate associated with Exit 180.
- A gray cell indicates that the designated origin-destination trip is not physically possible (e.g. from the Southern Terminal to Exit 183).

**Table I – Assumed Cash Toll Rates**

Originating Interchange	Exit#	Class 2 Cash – Destination				Class 5 Cash – Destination			
		Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75
		177	180	182	183	177	180	182	183
Southern Terminal	4	9.00	9.00	9.00		26.25	26.65	27.00	
Wellington: US-160	19	8.00	8.15	8.25		23.25	23.75	24.25	
Mulvane: K-53 (A)	32	7.25	7.50	7.75		21.50	21.75	22.00	
Mulvane: K-53 (B)	33	7.25	7.50	7.75		21.50	21.75	22.00	
Haysville-Derby: 71st St.	39	7.00	7.15	7.25		20.75	21.00	21.25	
Wichita: I-135	42	6.75	6.90	7.00		20.25	20.65	21.00	
Wichita: K-15	45	6.75	6.90	7.00		20.00	20.25	20.50	
Wichita: US-54/400	50	6.25	6.50	6.75		19.75	20.00	20.25	
Wichita: K-96	53	6.25	6.40	6.50		19.75	19.90	20.00	
Andover: 21st St.	57	6.00	6.15	6.25		19.50	19.75	20.00	
El Dorado: US-254	71	5.50	5.65	5.75		18.75	19.00	19.25	
El Dorado: US-77	76	5.00	5.25	5.50		17.50	18.00	18.50	
Cassoday: K-177	92	4.50	4.50	4.50		15.00	15.25	15.50	
Emporia: I-35N	127	2.75	2.75	2.75		8.75	9.00	9.25	
Council Grove, Osage City: US-56	147	1.75	1.90	2.00		5.00	5.25	5.50	
Topeka: I-470W, US-75	177		0.25	0.35			0.75	1.00	
Topeka: 29th & California	180	0.25		0.25		0.75		0.75	
Topeka: K-4 / I-70	182	0.35	0.25			1.00	0.75		
Topeka: I-70	183								
Lecompton, Lawrence: K-10	197	1.15	1.00		0.85	3.50	3.15		2.75
Lawrence: US-59S, Iowa St.	202	1.40	1.25		1.10	4.00	3.75		3.50
Lawrence: US-59, US-40	204	1.55	1.40		1.25	4.25	4.00		3.75
Tonganoxie-Eudora: 222nd St.	212	1.95	1.80		1.65	4.75	4.50		4.25
Mystery	224	3.00	2.90		2.75	7.00	6.90		6.75
Eastern Terminal	236	3.00	2.90		2.75	7.00	6.90		6.75



## ETC Toll Rates

The ETC rates associated with Exit 180 were assumed to be directly related to the cash rates.

- For Class 2 vehicles, the ETC rates were assumed to be 15% lower than the cash rates, consistent with the current fare structure.
- For Class 5 vehicles, the ETC rates were assumed to be 5% lower than the cash rates. Again, this is consistent with the current fare structure.

The PC and CV rates for electronic customers are summarized in

Table 2. **Table 2 – Assumed ETC Toll Rates**

Originating Interchange	Exit#	Class 2 Cash – Destination				Class 5 Cash – Destination			
		Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75	Topeka: I-470W, US-75
		177	180	182	183	177	180	182	183
Southern Terminal	4	7.65	7.65	7.65		24.74	25.32	25.65	
Wellington: US-160	19	6.80	6.93	7.01		22.09	22.56	23.04	
Mulvane: K-53 (A)	32	6.16	6.38	6.59		20.43	20.66	20.90	
Mulvane: K-53 (B)	33	6.16	6.38	6.59		20.43	20.66	20.90	
Haysville-Derby: 71st St.	39	5.95	6.08	6.16		19.71	19.95	20.19	
Wichita: I-135	42	5.74	5.87	5.95		19.24	19.62	19.95	
Wichita: K-15	45	5.74	5.87	5.95		19.00	19.24	19.48	
Wichita: US-54/400	50	5.31	5.53	5.74		18.76	19.00	19.24	
Wichita: K-96	53	5.31	5.44	5.53		18.76	18.91	19.00	
Andover: 21st St.	57	5.10	5.23	5.31		18.53	18.76	19.00	
El Dorado: US-254	71	4.68	4.80	4.89		17.81	18.05	18.29	
El Dorado: US-77	76	4.25	4.46	4.68		16.63	17.10	17.58	
Cassoday: K-177	92	3.83	3.83	3.83		14.25	14.49	14.73	
Emporia: I-35N	127	2.34	2.34	2.34		8.31	8.55	8.79	
Council Grove, Osage City: US-56	147	1.49	1.62	1.70		4.75	4.99	5.23	
Topeka: I-470W, US-75	177		0.21	0.30			0.71	0.95	
Topeka: 29th & California	180	0.21		0.21		0.71		0.71	
Topeka: K-4 / I-70	182	0.30	0.21			0.95	0.71		
Topeka: I-70	183								
Lecompton, Lawrence: K-10	197	0.98	0.85		0.72	3.33	2.99		2.61
Lawrence: US-59S, Iowa St.	202	1.19	1.06		0.94	3.80	3.56		3.33
Lawrence: US-59, US-40	204	1.32	1.19		1.06	4.04	3.80		3.56
Tonganoxie-Eudora: 222nd St.	212	1.66	1.53		1.40	4.51	4.28		4.04
Mystery	224	2.55	2.47		2.34	6.65	6.56		6.41
Eastern Terminal	236	2.55	2.47		2.34	6.65	6.56		6.41

## Gross Revenue Methodology

HNTB employed the following methodology in estimating the gross revenue impact of adding the proposed interchange at mile 180:

- **Step 1.** We calculated the existing gross revenue based on current rates and travel patterns.
- **Step 2.** We created a “new” matrix of origin-destination movements based on the addition of Exit 180.
  - All new trips were assumed to occur between Exit 180 and either Exit 177 or Exit 182.
  - All redistributed trips (e.g. trips that shifted from either Exit 177 or Exits 182/183 to Exit 180) were assumed to follow the same general pattern as existing trips. For example, a review of origin-destination trends indicates that most westbound trips exiting the Turnpike at Exit 183 originate at the Eastern Terminal. Therefore, we assumed that a majority of the westbound exiting vehicles shifting from Exit 183 to Exit 180 also originated from the Eastern Terminal.
  - The implication of these two assumptions is that no **new** trips exiting at Exit 180 originated from outside the study area (i.e. south of Exit 177 or east of Exit 180). Any vehicle originating outside the study area and exiting at Exit 180 was assumed to have shifted from one of the existing interchanges, in order to take advantage of more convenient access.
- **Step 3.** We calculated the gross revenue resulting from the addition of the new interchange and its attendant new and redistributed traffic.
- **Step 4.** We subtracted revenue calculated in Step 3 from the revenue calculated in Step 1. This represented the change in gross revenue.

## Results

Table 3 summarizes the results of HNTB’s gross revenue analysis. All numbers represent *changes* in gross revenue.

**Table 3 – Projected Change in Gross Revenue**

	2015		2045	
	Sc. 1	Sc. 2	Sc. 1	Sc. 2
Redistributed Trips	\$ (3,821)	\$ 790	\$ 2,153	\$ 9,360
New Trips	\$ 244,322	\$ 189,715	\$ 382,266	\$ 296,911
<b>Total</b>	<b>\$ 240,501</b>	<b>\$ 190,505</b>	<b>\$ 384,419</b>	<b>\$ 306,271</b>

A review of Table 3 indicates the following:

- The new interchange generates a very modest level of new revenue. It amounts to less than a quarter million in the early years, and it only escalates to the range of \$300-\$400k by 2045.
- The revenue associated with the *redistributed* trips is negligible. This is to be expected.
  - For some drivers, shifting to Exit 180 will create a shorter trip. For example, some drivers that currently drive from Exit 182 to the southern terminal may find it more

convenient to access the Turnpike via Exit 180. The new trip costs less than the existing trip, resulting in slightly lower revenue.

- However, for other drivers, shifting to Exit 180 will create a longer trip. For example, some northbound drivers that currently leave the Turnpike at Exit 177 may find that using Exit 180 will place them closer to their final destination. This creates a slightly longer trip at a slightly higher toll rate, resulting in a modest increase in revenue.
- The net effect is that the KTA will gain little to no gross revenue from redistributed trips.
- Virtually all of the increase in gross revenue is from new trips. And since Scenario 1 assumes a higher proportion of new trips, Scenario 1 also yields higher levels of gross revenue.

Table 4 provides a high-level estimate of gross revenue generated per new trip.

**Table 4 – Gross Revenue per New Trip**

	2015		2045	
	Sc. 1	Sc. 2	Sc. 1	Sc. 2
Additional Gross Revenue	\$ 240,501	\$ 190,505	\$ 384,419	\$ 306,271
<i>New Transactions</i>	<i>971,444</i>	<i>757,007</i>	<i>1,514,397</i>	<i>1,179,214</i>
<b>Additional Gross Revenue per New Trip</b>	<b>\$0.248</b>	<b>\$0.252</b>	<b>\$0.254</b>	<b>\$0.260</b>

As Table 4 illustrates, the new interchange is only expected to generate about 25¢ per new trip. Given this low level of revenue per trip, it makes sense for the Authority to collect tolls via the most cost-effective alternative possible. As mentioned earlier, ATPMs are likely the most efficient way to collect non-electronic tolls. ATPMs (at approximately 28¢ per transaction) are far more cost effective than attended fare collection (at 75-80¢ per transaction) or video tolling (at 65-90¢ per transaction).

# KTAG TOLL SCHEDULE

## CLASS 2 2 Axle Vehicle

### CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal		1.00
											19 Wellington: US-160		<b>0.85</b>
											33 Mulvane: K-53		0.74
											39 Haysville-Derby: 71st St.		<b>0.65</b>
											42 Wichita: I-135, I-235, 47th St.		0.40
											45 Wichita: K-15		<b>0.34</b>
											50 Wichita: US-54/400, Kellogg Ave.		0.30
											53 Wichita: K-96		<b>0.26</b>
											57 Andover: 21st Street		0.30
											71 El Dorado: US-254		<b>0.26</b>
											76 El Dorado: US-77		0.85
											92 Cassoday: K-177		<b>0.72</b>
											127 Emporia: I-35N		1.00
											147 Council Grove, Osage City: US-56		<b>0.85</b>
											177 Topeka: I-470W, US-75, Topeka Blvd.		1.25
											182 Topeka: K-4		<b>1.06</b>
											183 Topeka: I-70		<b>3.19</b>
											197 Leocompton, Lawrence: K-10		1.25
											202 Lawrence: US-59S, Iowa St.		<b>2.55</b>
											204 Lawrence: US-59, US-40		<b>3.19</b>
											212 Tonganoxie-Eudora: 222nd St.		3.75
											236 Eastern Terminal		<b>4.04</b>

## CLASS 3 3 Axle Vehicle

### CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal		1.50
											19 Wellington: US-160		<b>1.28</b>
											33 Mulvane: K-53		1.20
											39 Haysville-Derby: 71st St.		<b>1.02</b>
											42 Wichita: I-135, I-235, 47th St.		0.70
											45 Wichita: K-15		<b>0.60</b>
											50 Wichita: US-54/400, Kellogg Ave.		0.50
											53 Wichita: K-96		<b>0.43</b>
											57 Andover: 21st Street		0.80
											71 El Dorado: US-254		<b>0.68</b>
											76 El Dorado: US-77		1.20
											92 Cassoday: K-177		<b>1.02</b>
											127 Emporia: I-35N		1.60
											147 Council Grove, Osage City: US-56		<b>1.36</b>
											177 Topeka: I-470W, US-75, Topeka Blvd.		2.00
											182 Topeka: K-4		<b>1.70</b>
											183 Topeka: I-70		<b>2.55</b>
											197 Leocompton, Lawrence: K-10		2.00
											202 Lawrence: US-59S, Iowa St.		<b>2.34</b>
											204 Lawrence: US-59, US-40		<b>3.00</b>
											212 Tonganoxie-Eudora: 222nd St.		3.40
											236 Eastern Terminal		<b>4.68</b>

## CLASS 4 4 Axle Vehicle

### CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal		1.80
											19 Wellington: US-160		<b>1.53</b>
											33 Mulvane: K-53		1.60
											39 Haysville-Derby: 71st St.		<b>1.36</b>
											42 Wichita: I-135, I-235, 47th St.		0.90
											45 Wichita: K-15		<b>0.77</b>
											50 Wichita: US-54/400, Kellogg Ave.		0.60
											53 Wichita: K-96		<b>0.51</b>
											57 Andover: 21st Street		0.80
											71 El Dorado: US-254		<b>0.68</b>
											76 El Dorado: US-77		1.75
											92 Cassoday: K-177		<b>1.49</b>
											127 Emporia: I-35N		2.25
											147 Council Grove, Osage City: US-56		<b>1.91</b>
											177 Topeka: I-470W, US-75, Topeka Blvd.		3.00
											182 Topeka: K-4		<b>2.55</b>
											183 Topeka: I-70		<b>3.83</b>
											197 Leocompton, Lawrence: K-10		3.00
											202 Lawrence: US-59S, Iowa St.		<b>3.83</b>
											204 Lawrence: US-59, US-40		<b>5.10</b>
											212 Tonganoxie-Eudora: 222nd St.		5.50
											236 Eastern Terminal		<b>7.65</b>

## CLASS 5 5 Axle Vehicle

### CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal		2.50
											19 Wellington: US-160		<b>2.38</b>
											33 Mulvane: K-53		2.25
											39 Haysville-Derby: 71st St.		<b>2.14</b>
											42 Wichita: I-135, I-235, 47th St.		1.30
											45 Wichita: K-15		<b>1.24</b>
											50 Wichita: US-54/400, Kellogg Ave.		0.70
											53 Wichita: K-96		<b>0.67</b>
											57 Andover: 21st Street		1.05
											71 El Dorado: US-254		<b>1.00</b>
											76 El Dorado: US-77		2.50
											92 Cassoday: K-177		<b>2.38</b>
											127 Emporia: I-35N		3.25
											147 Council Grove, Osage City: US-56		<b>3.09</b>
											177 Topeka: I-470W, US-75, Topeka Blvd.		4.50
											182 Topeka: K-4		<b>4.28</b>
											183 Topeka: I-70		<b>6.18</b>
											197 Leocompton, Lawrence: K-10		4.75
											202 Lawrence: US-59S, Iowa St.		<b>4.48</b>
											204 Lawrence: US-59, US-40		<b>6.33</b>
											212 Tonganoxie-Eudora: 222nd St.		7.25
											236 Eastern Terminal		<b>10.45</b>

# CLASS 6 6 Axle Vehicle

## CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal				3.50
											19 Wellington: US-160				<b>3.33</b>
											33 Mulvane: K-53				3.25
											39 Haysville-Derby: 71st St.				3.09
											42 Wichita: I-135, I-235, 47th St.				4.00
											45 Wichita: K-15				4.25
											50 Wichita: US-54/400, Kellogg Ave.				4.04
											53 Wichita: K-96				4.51
											57 Andover: 21st Street				4.25
											71 El Dorado: US-254				4.75
											76 El Dorado: US-77				4.75
											92 Cassoday: K-177				6.18
											127 Emporia: I-35N				6.41
											147 Council Grove, Osage City: US-56				8.08
											177 Topeka: I-470W, US-75, Topeka Blvd.				13.30
											182 Topeka: K-4				13.30
											183 Topeka: I-70				16.39
											197 Lecompton, Lawrence: K-10				17.81
											202 Lawrence: US-59S, Iowa St.				19.24
											204 Lawrence: US-59, US-40				23.28
											212 Tonganoxie-Eudora: 222nd St.				25.18
											236 Eastern Terminal				30.16
															31.11
															32.54
															33.25
															33.49
															33.73
															33.96
															35.86
															36.58
															38.71
															40.85

# CLASS 7 7 Axle Vehicle

## CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal				4.50
											19 Wellington: US-160				<b>4.28</b>
											33 Mulvane: K-53				4.25
											39 Haysville-Derby: 71st St.				4.04
											42 Wichita: I-135, I-235, 47th St.				4.25
											45 Wichita: K-15				4.99
											50 Wichita: US-54/400, Kellogg Ave.				7.13
											53 Wichita: K-96				7.99
											57 Andover: 21st Street				8.25
											71 El Dorado: US-254				8.79
											76 El Dorado: US-77				9.16
											92 Cassoday: K-177				10.45
											127 Emporia: I-35N				11.64
											147 Council Grove, Osage City: US-56				15.44
											177 Topeka: I-470W, US-75, Topeka Blvd.				19.48
											182 Topeka: K-4				20.50
											183 Topeka: I-70				21.38
											197 Lecompton, Lawrence: K-10				23.79
											202 Lawrence: US-59S, Iowa St.				25.18
											204 Lawrence: US-59, US-40				26.84
											212 Tonganoxie-Eudora: 222nd St.				28.50
											236 Eastern Terminal				30.16
															31.11
															32.54
															33.25
															33.49
															33.73
															33.96
															35.86
															36.58
															38.71
															40.85

# CLASS 8 8 Axle Vehicle

## CASH/K-TAG TOLLS

Cash tolls are listed in light type.  
More economical K-TAG tolls are shown in bold italic type.

To find your fare, find the intersection point of the two interchanges you will be using. Plazas are listed by number and name.

											4 Southern Terminal				5.25
											19 Wellington: US-160				<b>4.99</b>
											33 Mulvane: K-53				5.00
											39 Haysville-Derby: 71st St.				4.75
											42 Wichita: I-135, I-235, 47th St.				6.50
											45 Wichita: K-15				6.18
											50 Wichita: US-54/400, Kellogg Ave.				10.69
											53 Wichita: K-96				11.50
											57 Andover: 21st Street				11.25
											71 El Dorado: US-254				12.25
											76 El Dorado: US-77				12.75
											92 Cassoday: K-177				14.01
											127 Emporia: I-35N				15.44
											147 Council Grove, Osage City: US-56				18.53
											177 Topeka: I-470W, US-75, Topeka Blvd.				23.04
											182 Topeka: K-4				23.51
											183 Topeka: I-70				26.13
											197 Lecompton, Lawrence: K-10				28.50
											202 Lawrence: US-59S, Iowa St.				30.40
											204 Lawrence: US-59, US-40				31.59
											212 Tonganoxie-Eudora: 222nd St.				32.54
											236 Eastern Terminal				33.25
															34.91
															36.10
															37.79
															39.90
															40.85
															41.56
															42.75
															43.46
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County in the proportional rates as provided by Kansas law at the time of the excess monies determination.” Shawnee County Resolution No. 2015-12 has indicated that it will use its portion of the unallocated funds from the 2004-2016 Citywide Half-Cent Sales Tax for the replacement of the NW Carlson Road Bridge over the Kansas River.

**BUDGETARY IMPACT:**

This has been included in the 2016 budget. Individual project budgets would need to be approved if not included in the CIP.

**SOURCE OF FUNDING:**

Countywide Half-Cent Sales Tax

**ATTACHMENTS:**

**Description**

Interlocal Agreement (City Contract No. 34790) 2004-2016  
Shawnee County Resolution No. 2015-12

**INTERLOCAL AGREEMENT**

(Shawnee County Contract No. C334-2004)

(City of Topeka Contract No. 34790)

**AN INTERLOCAL AGREEMENT RELATING TO FINANCING COUNTYWIDE  
INFRASTRUCTURE DEVELOPMENT AND ECONOMIC DEVELOPMENT TO  
BE FUNDED BY A ONE-HALF OF ONE CENT COUNTYWIDE RETAILERS'  
SALES TAX**

THIS AGREEMENT is entered into this 9<sup>th</sup> day of December,  
2004, by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
SHAWNEE, KANSAS, a governmental subdivision of the State of Kansas, hereinafter  
referred to as the "County," and THE CITY OF TOPEKA, KANSAS, a duly organized  
municipal corporation hereinafter referred to as the "City."

WHEREAS, on the August 3, 2004 election, the voters of Shawnee County  
approved a countywide retailers' sales tax in the amount of one-half of one cent to be  
levied in Shawnee County, Kansas and to take effect on January 1, 2005 and expire on  
December 31, 2016, to provide revenue to finance economic development and  
countywide infrastructure development and replacing the existing one-quarter of one cent  
retailer's sales tax; and

WHEREAS, economic development is defined as the implementation of the  
economic development priorities established on a yearly basis by the Joint Economic  
Development Organization (JEDO), guided by the Topeka/Shawnee County Economic  
Development Plan to the extent such a plan has been adopted by both parties. For  
purposes of this agreement, economic development includes research, target marketing,  
existing business retention and expansion, new business recruitment, infrastructure  
development, site acquisition, incentive funds, workforce training and expansion, and  
other such activities; and



**WHEREAS**, countywide infrastructure improvements include all the projects listed on the August 3, 2004 ballot question; and

**WHEREAS**, the County and City desire to enter into an interlocal agreement, pursuant to K.S.A. 12-2901 *et seq.*, relating to financing countywide infrastructure improvements and economic development to be funded by a one-half of one cent countywide retailers' sales tax and that shall rescind the existing interlocal agreement regarding the same; and

**WHEREAS**, the County and the City agree to a joint countywide economic development program as authorized by K.S.A. 12-2901 *et seq.*;

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

1. The County and City hereby desire to continue the Joint Economic Development Organization, hereinafter referred to as "JEDO", a separate legal entity created by Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439, and authorize said JEDO to provide the economic development program for the County and the City. This agreement shall rescind Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439. All other contracts and resolutions approved by JEDO prior to this agreement shall remain in full force and effect. JEDO shall be organized according to the following provisions:

- a) The JEDO shall be composed of a seven (7) member board containing the three (3) County Commissioners, the Mayor, Deputy Mayor, and two (2) City Council members. If the Deputy Mayor or other voting City Council member of the board cannot be present at a meeting, an alternate may be

appointed to serve at that meeting, with full voting rights. The alternate shall be a City Council member of the absent member's choice. The Chair of said JEDO shall rotate between the County and the City on a yearly basis with each municipality having sole discretion to designate its Chairperson. The County shall have the Chair in even numbered years. The remaining six (6) City Council members shall be ex-officio (non-voting) members of the JEDO; and

- b) The JEDO shall establish its own operational policies and procedures. The JEDO may employ such staff as is necessary for the performance of the functions and purposes of this agreement (*see* K.S.A. 12-2904a); and
- c) This contract shall be operative upon final approval of this Interlocal Agreement by the County and the City as well as the Attorney General's Office and shall be in existence for the life of the retailers' sales tax plus one (1) year. The JEDO shall have the authority to own and hold property. Any property held by the JEDO at its termination shall revert jointly to the County and City; and
- d) The JEDO shall be subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-6101, and the Kansas Open Records Act, K.S.A. 45-221; and
- e) There shall be an annual audit of the JEDO completed in accordance with approved accounting standards. Such audit and report shall be provided to the City and County and filed with the City Clerk and County Clerk and at the Topeka-Shawnee County Public Library. Both the City Clerk and the

County Clerk shall be authorized agents for the purpose of obtaining information about this one-half of one cent countywide retailers' sales tax from the Kansas Department of Revenue.

2. On or before November 1<sup>st</sup> of each year, the City Council, the Mayor, and the County Commission shall meet for purposes of considering the economic development priorities for the coming year. Thereafter, but not later than January 1<sup>st</sup>, the JEDO shall establish the economic development priorities for the next year based on the input received from the joint meeting of the City Council, the Mayor, and the County Commission. If for any reason priorities are not established by the JEDO for the next year, the priorities as established for the previous year shall remain in effect.

3. There is hereby created the JEDO Finance Committee. This Committee shall be composed of the Shawnee County Public Works Director, the Topeka Public Works Director, the Shawnee County Financial Administrator, and the Topeka City Manager or a designee. The City and County shall transfer all of the sales tax receipts into an account created and maintained by the Committee. Such account will be the holding account for all the money needed to complete the economic development program and infrastructure improvements. When money is needed for the economic development program or to further any of the infrastructure improvements, this account shall be drawn upon by the signatures of two members of the Committee, one from the City and one from the County. The actions of the JEDO and the JEDO Finance Committee with respect to the completion of the infrastructure improvements and the economic development program contained in the ballot question shall be ministerial and not discretionary.

a) Upon the later of the expiration or termination of the sales tax and the completion of and payment for the projects described/listed in Attachment A and the Topeka Boulevard Bridge project, the committee shall inform the City and County of any money remaining in the account. Unless otherwise agreed to by the parties, these excess monies, less any economic development (as provided by paragraph five of this agreement) or county bridge (as provided by paragraph six of this agreement) commitments, shall be distributed to the City and County in the proportional rates as provided by Kansas law at the time of the excess monies determination.

4. The County dedicated one (1) mill of *ad valorem* taxes in fiscal year 2002 to JEDO for economic development. This money was considered a loan to the economic development program and was to be repaid within four (4) years with no interest to the County from the one-quarter of one cent countywide retailers' sales tax. Such loan shall continue to be repaid in equal installments over the remainder of the four (4) year collection period using revenue collected from the one-half of one cent countywide retailers' sales tax. There are no changes to the terms and conditions of this loan.

5. Beginning in fiscal year 2005 and continuing throughout the life of the retailers' sales tax, the JEDO shall dedicate on an annual basis Five Million Dollars (\$5,000,000) of funds collected by the retailers' sales tax to the economic development program. Such dedication shall be made in equal monthly installments of \$416,666.66. Said monthly installments shall begin once the January 2005 collections are distributed by the Kansas Department of Revenue to the City and County. Any economic

development entity that contracts with JEDO will understand this lag in collection payments may result in receiving its initial payments late.

6. After each monthly distribution of funds as described in paragraph five, all sales tax receipts collected shall be dedicated to County bridges until such time as One Million Five Hundred Thousand Dollars (\$1,500,000) has been collected each year of the sales tax.

7. Beginning in 2007 and continuing through 2016, payments to cover the debt service of the Topeka Boulevard Bridge project shall be made. Such dedication shall occur after the payments as described in paragraphs four through six are made. The Topeka Boulevard Bridge project shall include, but not be limited to, the planning and construction projects previously approved by the Council of the City of Topeka pursuant to Ordinance Nos. 17701, 17814, 18041 and 18317.

8. All money collected in excess of the amounts set forth in paragraphs four through seven shall be distributed monthly to the JEDO Finance Committee account. JEDO shall be required to expend sufficient money to complete all of the remaining infrastructure improvements as specified in the August 3, 2004 primary election ballot question. The governing bodies and JEDO shall adhere as closely as possible to the project and payment schedule as set forth in attachment A, subject to formal approval of the projects by the appropriate governing body. Nothing in this agreement shall be construed as precluding the sales tax ballot projects being completed earlier than scheduled.

9. The JEDO shall have the authority to contract with an independent contractor to direct the economic development program. Any such contract shall

endeavor to use an amount not less than ten percent (10%) of the funds received to support economic development for socially and economically disadvantaged individuals and/or business enterprises. Any such contract shall be limited to one (1) year and subject to an annual review by the JEDO. In addition, any such contracts shall include a requirement that the contractor respond promptly to inquiries from both voting and non-voting members of the board.

10. This agreement may not be terminated by either party as it is expressly acknowledged that this agreement is time limited, revenue specific, and funded with dedicated retailers' sales tax receipts. Unless required by elector petition as provided by K.S.A. 12-187(b)(1), neither the County or City shall submit the question of repeal of the countywide retailers' sales tax approved on August 3, 2004 to the voters during the term of this agreement unless such question contains an enhancement of the countywide retailers' sales tax.

11. The parties acknowledge and agree that this agreement for the distribution of sales tax revenues is a commitment for the protection of the public property, interests, and affairs being administered. Consequently, this agreement is expressly intended by the parties to be binding on future JEDO Boards, Boards of Shawnee County Commissioners, and Topeka City Councils.

12. This agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

13. This agreement contains all of the agreements and understandings between the parties concerning its subject matter. The parties acknowledge and agree that this agreement supersedes all prior agreements and understandings, whether or not written.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.



BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS

Theodore D. Ensley  
Theodore D. Ensley, Chairman

ATTEST:

Cynthia A. Beck  
Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY  
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE  
DATE 12/9/04 BY [Signature]

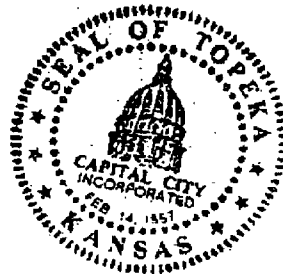
CITY OF TOPEKA, KANSAS

James A. McClinton  
James McClinton, Mayor

ATTEST:

Iris E. Walker  
Iris E. Walker, Topeka City Clerk

APPROVED AS TO FORM AND LEGALITY  
BY THE CITY ATTORNEY'S OFFICE  
DATE 12/8/04 BY [Signature]



## ATTACHMENT A

## SALES TAX INFRASTRUCTURE PROJECT SCHEDULE

PROJECT	CONSTRUCTION YEAR	PROJECT ADMINISTRATION AGENCY
SW Wanamaker Road & 53rd Intersection	2007	County
SW 21st Street & Urish Road Intersection	2007	City
SE Croco Road: SE 21st to SW 29th	2008	County
SW 29th Street: SW Wanamaker Road to SW Urish Road	2008	City
SW Wanamaker Road: SW 41st Street to SW 53rd Street	2009	County
SW Wanamaker Road & SW 61st Intersection	2010	County
SE Croco Road: SE 6th Street to Sycamore (I-70)	2010	County
SW Wanamaker Road: 61st Street to 53rd Street	2011	County
SE 45th Street: S. Topeka Blvd to SE Adams	2012	County
SW 21st Street: City Limits to Urish Road	2013	City
SE 45th Street: SE Adams to SE California	2014	County
SW 21st Street: SW Urish Road to SW Indian Hills Road	2015	City
N. Topeka Blvd & 46th Intersection	2016	County



RESOLUTION NO. 2015-12

**A RESOLUTION DEDICATING SHAWNEE COUNTY'S PORTION OF EXCESS SALES TAX REVENUE TO THE REPLACEMENT OF THE NW CARLSON ROAD BRIDGE OVER THE KANSAS RIVER**

**SPONSORED BY COMMISSIONER BUHLER**

**WHEREAS**, the one half percent (.5%) countywide retailers' sales tax approved by the voters in 2004 provided revenue for public purposes, including county bridges; and

**WHEREAS**, it is anticipated that there will be unallocated funds remaining when the sales tax expires on December 31, 2016; and

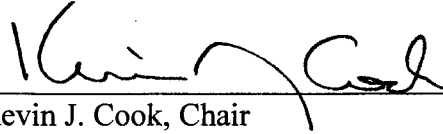
**WHEREAS**, the Board of County Commissioners believes that replacement of the NW Carlson Road Bridge over the Kansas River is vital; and

**WHEREAS**, the Board of County Commissioners desires to dedicate the County's portion of the unallocated funds from the 2004 retailers' sales tax to the replacement of the NW Carlson Road Bridge over the Kansas River:

**NOW, THEREFORE, BE IT RESOLVED** by The Board of County Commissioners of the County of Shawnee, Kansas, meeting in regular session this 5<sup>th</sup> day of February, 2015 as follows:

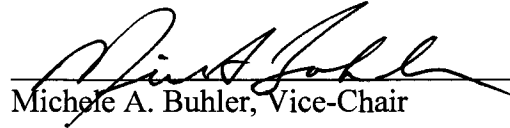
1. Shawnee County shall dedicate its portion of the unallocated funds from the 2004 retailers' sales tax to the replacement of the NW Carlson Road Bridge over the Kansas River.

**BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS**

  
\_\_\_\_\_

Kevin J. Cook, Chair



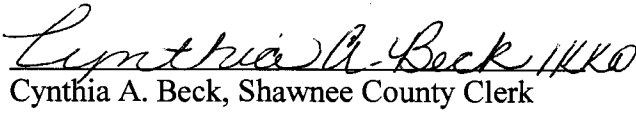
  
\_\_\_\_\_

Michele A. Buhler, Vice-Chair

  
\_\_\_\_\_

Robert E. Archer, Member

ATTEST:

  
\_\_\_\_\_

Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE DATE <u>2-4-15</u> BY <u>Jel</u>
--