



City of Topeka City Council Agenda

City Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org

October 18, 2016
6:00 PM

Mayor: Larry E. Wolgast Councilmembers

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

Interim City Manager: Doug Gerber

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>)

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. MAYORAL PROCLAMATIONS:

"Week Without Violence"

2. PRESENTATIONS:

"None scheduled at this time."

3. ROLL CALL:

4. CONSENT AGENDA:

A. Board Appointment - Topeka/Shawnee County Public Library Board of Trustees

BOARD APPOINTMENT recommending the appointment of Jim Edwards to the Topeka and Shawnee County Public Library Board of Trustees for a term ending May 1, 2019. *(Council District No. 7)*

B. MINUTES of the regular meeting of October 11, 2016

C. APPLICATIONS:

5. ACTION ITEMS:

A. Ordinance - Carriage House Apartments PUD (Z66/20D)

AN ORDINANCE introduced by Interim City Manager Doug Gerber, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 1701 SW 37th Street by amending and expanding the boundary of the Master PUD Plan for the Carriage House Apartments located at 1601 SW 37th Terrace (Multiple-Family Dwelling uses) to include property currently zoned "R-1" Single Family Dwelling District, located at 1701 SW 37th Street. *(Z66/20D) (Council District No. 5)*

(Approval would allow the currently, vacant and unoccupied single family residence at 1701 SW 37th Street to be re-modeled for use as a leasing and management office.)

B. Ordinance - Misty Harbor Estates No. 5 Annexation (A16/2)

AN ORDINANCE introduced by Interim City Manager Doug Gerber, annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located approximately 400 feet north of SW 45th Street and approximately 2,300 feet west of SW Burlingame Road, within unincorporated Shawnee County, Kansas, and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. *(A16/2) (Council District No. 7)*

(Approval would annex a 15-acre tract intended for a 40-lot single-family home subdivision in the City of Topeka.)

C. Employment Agreement - Doug Gerber - Interim City Manager

APPROVAL of an employment agreement with Doug Gerber to serve as Interim City Manager for the City of Topeka until such time as a permanent City Manager commences employment.

6. NON-ACTION ITEMS:

A. Discussion - Historic District Demolition Permit Appeal - 1112 SW Western Avenue

DEMOLITION PERMIT APPEAL of a structure located at 1112 SW Western Avenue, located within the boundaries of the Holliday Park National Historic District within the City of Topeka, pursuant to KSA 75-2724. *(Council District No. 1)*

(Approval of the appeal will allow demolition of the single-family structure to proceed)

B. Discussion - Municipal Court Update and Clean Slate Day

DISCUSSION for the purpose of providing an overview of the Topeka Municipal Court and the results of "Clean Slate Day."

(Clean Slate Day will take place on October 14, 2016.)

C. Discussion - Historic Jayhawk Theatre Development Agreement

DISCUSSION concerning the Transient Guest Tax Development Agreement with The Historic Jayhawk Theatre, a not-for-profit corporation, in relation to the Jayhawk Theatre project.

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:

No budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

J.Edwards App & Resume



CITY OF TOPEKA

Application for Appointment to a Board or Commission

You are seeking an appointment to a public board. Your appointment is subject to approval by the Mayor and City Council and is governed by certain city ordinances and in some instances, state statutes. The information provided in this application will be used to determine if you meet the requirements required by city ordinances and other applicable laws. Please note that the information provided on this application will be subject to the Kansas Open Records Act.

Please state your name:

Shelby

FIRST

J. "Jim"

MIDDLE

Edwards

LAST

III

SUFFIX

State the name of the board or commission to which you are seeking appointment:

Topeka & Shawnee County Public Library Board of Trustees

Are you a resident of the City of Topeka: ☒ YES ☐ NO

Please provide your HOME ADDRESS: (necessary for residency requirement)

3634 SW Spring Creek Ct.

STREET

Topeka

CITY

KS

STATE

66614

ZIP CODE

785-272-7185

HOME PHONE

785-231-8978

CELL PHONE

N/A

BUSINESS PHONE

jedwards3634@gmail.com

E-MAIL

Are you a registered voter: ☒ YES ☐ NO

Are you currently a full or part-time employee of the City of Topeka? ☐ YES ☒ NO

If yes, please advise in which department you work.

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

☐

YES

☒

NO

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

If you are employed please provide the name and address of your employer.

Retired

Are you or have you been a party to any civil litigation involving the City of Topeka? ☐ YES ☒ NO

If yes, please explain:

Shelby J. "Jim" Edwards

Current employment status - Retired, November 2012

2002 to 2012 – Served in multiple roles at the Kansas Association of School Boards (KASB). I served as one of their lobbyists (covered education, economic development and public affairs issues) and also as Asst. Executive Director - Operations and Finance.

1982 to 2002 – Served in multiple roles with the Kansas Chamber of Commerce and Industry (KCCI). I served as one of the lobbyists (covered economic development, public affairs and education issues) and also finished as Senior Vice President. During that tenure I also served as the Executive Director of the Leadership Kansas program.

1977 to 1982 – Served in roles in multiple chambers of commerce in Nebraska and Kansas.

1977 – I graduated University of Nebraska at Kearney with a BS in Business Administration (Emphasis in Accounting)

1972 to 1974 – I served in US Marine Corps (HqBtry, 12th Marines, FMF Pacific)

1970 to 1972 – I attended community college in Scottsbluff, NE after graduating from high school there in 1970.

In my retirement I have remained active with several education committees and boards. I continue to serve on the Board of Directors for McREL International, Inc., an international education research and development corporation in Denver.

My work in local chambers with direct business creation as well as at KCCI and KASB in the arenas of economic development and education policy, showed me there is no stronger force in moving communities forward than strong education of a community's children and continuing education opportunities for its adults. This is one of the goals of a strong library system.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 18, 2016

DATE: October 18, 2016
CONTACT PERSON: Bill Fiander **DOCUMENT #:** Z66/20D
SECOND PARTY/SUBJECT: Kansas Carriage House **PROJECT #:** N/A
LLC
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Doug Gerber, amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 1701 SW 37th Street by amending and expanding the boundary of the Master PUD Plan for the Carriage House Apartments located at 1601 SW 37th Terrace (Multiple-Family Dwelling uses) to include property currently zoned “R-1” Single Family Dwelling District, located at 1701 SW 37th Street. (Z66/20D) (Council District No. 5)

(Approval would allow the currently, vacant and unoccupied single family residence at 1701 SW 37th Street to be re-modeled for use as a leasing and management office.)

POLICY ISSUE:

The rezoning allows the new owner of the apartments to re-model an existing 1,900 sq. ft. single-family residence for use as a “leasing and management office” for the apartments. Adding the property into the PUD gives the Carriage House Apartments better visibility and a presence to the neighborhood by providing arterial street frontage. The rezoning provides the owner an opportunity to make improvements to the apartment complex with the addition of a leasing office, sidewalks, landscaping, and potential bus shelter.

There are no significant key issues related to this request. The applicant held a neighborhood information meeting, notifying property owners in 500 ft. and the NIA within ½ mile. No citizens attended the meeting.

Governing Body options:

- Approve the Planning Commission’s recommendation by a minimum of 6 votes.
- Amend the Planning Commission’s recommendation by a minimum of 7 votes.
- Disapprove the Planning Commission’s recommendation by a minimum of 7 votes.

- Remand back to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's decision by a minimum of 6 votes.
- Defer the item to a specific date by a minimum of 6 votes.

STAFF RECOMMENDATION:

The Planning Commission recommended approval by a vote of 7-0-1 at its September 19, 2016 meeting, as reflected in its minutes. The Planning Department recommended approval as reflected in the attached staff report. The Master PUD Plan, as presented to the City Council, reflects all conditions of approval as recommended by the Planning Commission.

BACKGROUND:

Z66/20D is a request to amend and expand the boundary of the Master PUD Plan for the Carriage House Apartments located at 1601 SW 37th Terrace (Multiple-Family Residential uses) to include property at 1701 SW 37th Street that is currently zoned "R-1" Single Family Dwelling District.

BUDGETARY IMPACT:

There is no impact on the City's adopted budget.

SOURCE OF FUNDING:

Not applicable

ATTACHMENTS:

Description

Ordinance

Summary Report

Staff Report

Aerial Map

Zoning Map

Planning Commission Minutes

Applicant Report to City from Neighborhood Meeting

Master PUD Plan - Revised per PC submitted 9-28-16 pg 1

Master PUD Plan - Revised per PC submitted 9-28-16 pg 2

1 (Published in the Topeka Metro News _____)
2
3

4 **ORDINANCE NO. _____**
5

6 AN ORDINANCE introduced by Interim City Manager Douglas Gerber, amending the “District
7 Map” referred to and made a part of the Zoning Ordinances by Section
8 18.50.050 of the Topeka Municipal Code, by providing for certain changes in
9 zoning on property located at 1701 SW 37th Street by amending and
10 expanding the boundary of the Master PUD Plan for the Carriage House
11 Apartments at 1601 SW 37th Terrace (Multiple-Family Dwelling uses) to
12 include property currently zoned “R-1” Single Family Dwelling District,
13 located at 1701 SW 37th Street. (Z66/20D) (Council District No. 5)
14

15 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:
16

17 **Section 1.** That the “District Map” referred to and made a part of the Zoning Ordinances
18 by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is hereby amended, by
19 reclassifying the following described property:

20 LOTS 5A & 5B, THIEME SUBDIVISION IN THE CITY OF TOPEKA, SHAWNEE COUNTY,
21 KANSAS.
22

23 AND
24

25 COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF
26 SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN THE CITY
27 OF TOPEKA, SHAWNEE COUNTY, KANSAS; THENCE SOUTH 00 DEGREES 00
28 MINUTES 00 SECONDS WEST (ASSUMED BEARING) ADJOINING THE EAST LINE OF
29 SAID NORTHWEST QUARTER A DISTANCE OF 390.00 FEET TO THE POINT OF
30 BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS
31 WEST, ADJOINING SAID EAST LINE A DISTANCE OF 831.75 FEET TO A POINT ON
32 THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 470; THENCE NORTH
33 82 DEGREES 57 MINUTES 41 SECONDS WEST ADJOINING SAID NORTH RIGHT OF
34 WAY LINE A DISTANCE OF 500.37 FEET TO A POINT ON THE WEST LINE OF THE
35 EAST 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
36 SAID SECTION 24; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST
37 ADJOINING SAID WEST LINE A DISTANCE OF 769.81 FEET; THENCE NORTH 89
38 DEGREES 55 MINUTES 39 SECONDS EAST A DISTANCE OF 496.60 FEET TO THE
39 POINT OF BEGINNING, SAID LAND BEING FORMERLY DESCRIBED AS THE
40 FOLLOWING TWO TRACTS:
41

42 TRACT A:

THE SOUTH 390 FEET OF THE NORTH 780 FEET OF THE EAST 15 ACRES OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP
12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN THE CITY OF TOPEKA, SHAWNEE
COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING ON THE
EAST LINE OF SAID NORTHWEST QUARTER, 390 FEET SOUTH OF THE NORTHEAST
CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 390 FEET; THENCE
WEST 496.96 FEET TO (AND THE SAME BEING) THE WEST LINE OF SAID EAST 15
ACRES; THENCE NORTH ALONG SAID WEST LINE, 390 FEET; THENCE EAST 496.96
FEET TO THE POINT OF BEGINNING.

TRACT B:

A TRACT OF LAND IN THE EAST 15 ACRES OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF
THE 6TH P.M., IN SHAWNEE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:
BEGINNING ON THE EAST LINE OF SAID NORTHWEST QUARTER, 780 FEET SOUTH
OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE
441.99 FEET TO THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO.
470; THENCE WESTERLY ON AN ANGLE OF 82 DEGREES 57 MINUTES 20 SECONDS
IN THE NORTHWEST QUADRANT, ALONG SAID RIGHT OF WAY FOR 500.37 FEET TO
THE WEST LINE OF SAID EAST 15 ACRES; THENCE NORTH ALONG SAID WEST
LINE, 380.03 FEET; THENCE EAST 496.96 FEET TO THE POINT OF BEGINNING,
WHICH TRACT IS ALSO DESCRIBED AS THE EAST 15 ACRES OF THE NORTHEAST
QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH,
RANGE 15 EAST OF THE 6TH P.M., IN SHAWNEE COUNTY, KANSAS, EXCEPT THE
NORTH 780 FEET THEREOF AND EXCEPT THE PORTION OF THE SOUTH WHICH HAS
BEEN TAKEN FOR INTERSTATE HIGHWAY NO. 470.

THE ABOVE DESCRIBED TRACT CONTAINS 9.76 ACRES, MORE OR LESS.

from "R-1" Single Family Dwelling District to "PUD" Planned Unit Development (M-3 uses).

subject to:

- 1. Use and development of the site in accordance with the Master Planned Unit
Development Plan for the Carriage House Apartments.**

Section 2. The Master PUD Plan for Carriage House Apartments shall be recorded with the
Shawnee County Register of Deeds in accordance with Section 18.190.060(b) of the Topeka
Municipal Code (TMC). Following the recording of the Master PUD Plan and prior to building
permit and/or land development on the site, site development plans shall be submitted for review and

80 administrative approval by the Planning Director.

81 **Section 3.** This Ordinance Number shall be fixed upon the “District Map”.

82 **Section 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

85 PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2016.

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ATTEST:

Larry E. Wolgast, Mayor

Brenda Younger, City Clerk

CITY OF TOPEKA PLANNING DEPARTMENT

SUMMARY REPORT

RE: Z66/20D Carriage House Master Planned Unit Development Plan By: Kansas Carriage House LLC

Z66/20D is a request to amend and expand the boundary of the Master PUD Plan for the Carriage House Apartments located at 1601 SW 37th Terrace (Multiple-Family Residential uses) to include property at 1701 SW 37th Street that is currently zoned "R-1" Single Family Dwelling District.

The rezoning allows the new owner of the apartments to re-model an existing 1,900 sq. ft. single-family residence for use as a "leasing and management office" for the apartments. Adding the property into the PUD gives the Carriage House Apartments better visibility and a presence to the neighborhood by providing arterial street frontage. The rezoning provides the owner an opportunity to make improvements to the apartment complex with the addition of a leasing office, sidewalks, landscaping, and potential bus shelter.

There are no significant key issues related to this request. The applicant held a neighborhood information meeting, notifying property owners in 500 ft. and the NIA within ½ mile. No citizens attended the meeting.

The area is designated for "Medium/High Density Residential" uses in the Land Use and Growth Management Plan – 2040. At a density of 30 units per acre, the Carriage House Apartments is within the range of high density residential land uses. This proposal does not alter the density or character of existing development and surrounding area. The request only adds a leasing office to the site. Therefore, the proposal is in conformance to the Comprehensive Plan.

The Planning Commission recommended approval by a vote of 7-0-1 at its September 19, 2016 meeting, as reflected in its minutes. The Planning Department recommended approval as reflected in the attached staff report. The

Master PUD Plan, as presented to the City Council, reflects all conditions of approval as recommended by the Planning Commission.

**STAFF REPORT – PLANNED UNIT DEVELOPMENT
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: Monday, August 15, 2016

APPLICATION CASE NO

Z66/20D- Carriage House Apartment – Major Amendment to Planned Unit Development Plan

REQUESTED ACTION / CURRENT ZONING:

Amending and expanding the boundary of the Master PUD Plan for the Carriage House Apartments (Multiple-Family Dwelling uses) to include property currently zoned “R-1” Single Family Dwelling District and located at 1701 SW 37th Street.

APPLICANT / PROPERTY OWNER:

Kansas Carriage House LLC

APPLICANT REPRESENTATIVE:

Angela Sharp, Bartlett & West Engineers

PROPERTY ADDRESS & PARCEL ID:

1701 SW 37th Street/1601 SW 37th Terrace

PHOTO:



1701 SW 37 Street

PARCEL SIZE:

9.73 acres

STAFF PLANNER:

Annie Driver, AICP, Planner II

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

To re-model the 1,900 sq. ft. residence as a “leasing and management office” for the apartments to the south (Carriage House Apartments, 1601 SW 37th Terrace).

DEVELOPMENT / CASE HISTORY:

The property was annexed in 1958. The residence at 1701 SW 37th has remained zoned for single-family uses since constructed in 1959. In 1966, the apartments were rezoned from “D” Multiple Family Dwelling District to a Community Unit Plan for multiple family residential. This Community Unit Plan converted over to a Planned Unit Development Plan in 1992 with a comprehensive zoning code update.

**ZONING AND CHARACTER OF
SURROUNDING AREA:**

The zoning and land uses of surrounding properties are multiple-family residential, office, institutional, and single-family residential. Offices and a day care are adjacent to this property on the east. Apartments (Carriage House) and retirement community border the property on south and north sides, respectively. Single-family residences and a baseball diamond (County-operated Major Palm Park) are located to the west.

**PUD MASTER PLAN ELEMENTS
(PROPOSED):**

**PARKING, CIRCULATION &
TRAFFIC:**

Area 1: Apartments "M-3" use group – *Existing development*

- Required – 506 stalls (282 units)
- Proposed – 423 stalls (-83 stalls short based on current parking requirement)

Area 2: Leasing and Management Office - *Proposed*

- Required – 5 stalls (1/400 based on the net area of the 1,900 sf administrative leasing office)
- Proposed – 5 stalls

The existing parking for the apartments does not meet the current parking requirement. However, the original Community Unit Plan (approved 1966) established the minimum parking requirement at the time. A note is added to the PUD plan to reflect that additional parking may be required in the event the number of dwelling units is increased in the future. The current revision does not increase the density of the existing development.

LANDSCAPE:

A landscape plan is required for the new parking lot at the time of site development, including residential buffer yard along the length of the west property line (Area 2) and possibly some type of fencing. The PUD proposes a 20' landscape setback along SW 37th St.

SIGNAGE:

Free-standing: Non-illuminated, limited to monument signs, 40 sf and 5 ft. in height maximum, two per public street or private drive entrances

Wall signs: Non-illuminated, One sign per building per public street frontage. The PUD needs to add a maximum sq. ft.

PROJECT DATA:

Area 1: "M-3" use group – All permitted uses

Maximum Height - 75 ft.

Maximum Density - 32 units per acre (9.13 acres)

Maximum Units - 293 units

Maximum Building Footprint - 1,500 per dwelling unit
Minimum Green space - 20%
Area 2: "M-3" use group for Leasing and Management Office
Maximum Height - 42 ft.
Maximum Building Coverage - 45%
Setbacks: Front – 30 ft. (37th Street)
Side - 7 ft. (including Mulvane)
Rear – 30 ft.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES

The Master PUD Plan establishes development standards and guidelines, as indicated above.

OTHER FACTORS

SUBDIVISION PLAT:

The residence located at 1701 SW 37th has been platted as Lot 5a & 5b, Theime Subdivision. Provided the new site development plan for the leasing office includes all of the existing platted lots, a replat is not required.

The property containing the Carriage House Apartments (1601 SW 37th Terrace) has not been platted. However, new development is not proposed for the apartments. In the event new development is proposed, a plat may be required at such time as noted.

TRAFFIC/TRANSPORTATION:

SW 37th Street is classified as a minor arterial and is currently a three-lane roadway. KDOT, 2014 traffic counts indicate the street carries approximately 12,010 ADT. An additional 12.5' of right along SW 37th Street is required and may be dedicated by separate instrument at the time of site development.

SW 37th Street is listed on Topeka Metro Bus Route #5. There is currently a bus stop "sign" along the south side of SW 37th, just east of the subject property. The applicant and Topeka Metro are discussing the addition of a shelter for the bus stop.

The property is not listed on a current bicycle route in the Topeka Bikeways Plan. The addition of at least one bike rack is required as part of development of the leasing office.

The property is located within an area of *Medium-to-Low Pedestrian Demand* on the Topeka Pedestrian Plan. The applicant will provide a sidewalk along Mulvane with development of the leasing office that will connect SW 37th Street with the apartment complex.

FLOOD HAZARDS, STREAM BUFFERS:

The property is not affected by a stream buffer or flood zone.

HISTORIC PROPERTIES:

N/A

NEIGHBORHOOD MEETING:

The applicant held a Neighborhood Information Meeting on Monday, August 29, 2016 at 7:00 pm at the Carriage House Apartments clubhouse. The applicant's report to the City is attached. There were no attendees at the meeting.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES**ENGINEERING/STORMWATER:**

Water quality treatment measures are not required since the increase in new impervious area is less than one acre.

Stormwater quantity will be reviewed further at the site development stage. The parking lot design shall not direct additional drainage to discharge on to adjacent residential properties to the west.

ENGINEERING/TRAFFIC:

A sidewalk with ADA pedestrian crossings is required along the west side of SW Mulvane that connects SW 37th Street to SW 37th Terrace at the time of site development of the leasing office.

The proposed new driveway alignment on SW Mulvane is effective. 12.5' of additional right-of-way along SW 37th Street is required at the site development stage of the leasing office so that there is at minimum 52.5' from the centerline of the street. This can be accomplished through separate instrument dedication.

FIRE:

The Fire Department has no concerns with providing services.

DEVELOPMENT SERVICES:

A parking lot permit and building permit is required for the re-model of the residence and new parking lot.

KEY DATES**SUBMITTAL:**

August 5, 2016

NEIGHBORHOOD INFORMATION MEETING:

August 29, 2016

LEGAL NOTICE PUBLICATION:

August 24, 2016

PROPERTY OWNER NOTICE MAILED:

August 26, 2016

STAFF ANALYSIS**CHARACTER OF THE NEIGHBORHOOD:**

The character of the neighborhood is predominantly single-family residential fronting along the south side of SW 37th Street, multiple-family residential along both sides of SW 37th Street, and office/institutional along the south side of SW 37th Street, just east of the subject property, in land uses and zoning.

LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER THE PRESENT CLASSIFICATION: The residence was constructed for single-family purposes in approximately 1959, around the time it was annexed into the City. The residence has been vacant since at least 2012. Currently, the single-family residence is unoccupied and is boarded-up.

SUITABILITY OF USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED: The subject property at 1701 SW 37th Street (single family residence) may no longer be as suitable for uses to which it has been restricted since it takes direct access from an arterial street. The subject property, as well as, similar properties to the west front on a minor arterial street. SW 37th Street carries approximately 12,010 trips per day (*KDOT traffic counts, March 2014*). The existing pattern of single-family residential land uses (constructed in 1959) fronting on to an arterial is no longer a desirable land use pattern. The residential driveways accessing on the arterial inhibit the street's primary function, which is to move traffic and not to provide direct access to residential properties. The office design proposes to close the driveway off of SW 37th Street and add a driveway on SW Mulvane, which is more appropriate considering surrounding streets and land uses.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The subject property lies within an area designated *Medium/High Density Residential* by the Land Use and Growth Management Plan. *"These areas are characterized by triplexes, quadplexes, townhouses, and apartments in the range of 7 to 15 dwelling units per acre for medium density and greater than 15 dwelling units per acre for high density."*

At a density of 30 units per acre, the existing Carriage House Apartment is considered within the range of high density residential land uses. This proposal does not significantly alter the density or character of existing development and surrounding area. The request only adds a leasing and management office to the site. The pattern of existing single-family residential land uses fronting on to SW 37th Street, an arterial street, no longer fits the desired land use pattern as supported by the Comprehensive Plan. This request eliminates one residential driveway along the arterial, which is further supported by policies in the plan. As proposed, the request to expand the multiple-family residential Planned Unit Development to include the "R-1" Single Dwelling District property into the PUD boundary for a leasing and management office is in conformance to the Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTAL AFFECT NEARBY PROPERTIES: Based upon the pattern of surrounding lands uses and zoning, including the single-family residential property into the PUD to allow only a leasing and management office will have no detrimental effects on nearby properties. Alternatively, the proposal allows the property to improve its visibility and connection with the surrounding neighborhood. The proposed re-model of the residence and new parking lot will address landscaping, sidewalks, residential buffers, and stormwater drainage at the time of site development. A 6 ft. wide landscape residential buffer along the west property line will be required. The PUD proposes a 20' landscape setback along SW 37th. The driveway currently located on SW 37th Street (arterial street) will be removed and all access taken from SW Mulvane (local street).

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: There appears to be no gain to the public health, safety and welfare leaving the property at 1701 SW 37th Street zoned "R-1", which would leave the existing single-family residence vacant and unoccupied. Rezoning allows the owner to re-model the residence for a leasing office and provide visible public street frontage for the apartments, as well as a connection with SW 37th Street.

AVAILABILITY OF PUBLIC SERVICES:

All essential public utilities, services and facilities are presently available to this property with connections being made at the expense of the developer.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

The Master PUD Plan establishes development standards and guidelines as indicated. A plat for the Carriage House Apartments may be required if new development is proposed on the site containing the apartments.

STAFF RECOMMENDATION

Based upon the above findings and analysis Planning Staff recommends **APPROVAL** of this proposal, **subject to:**

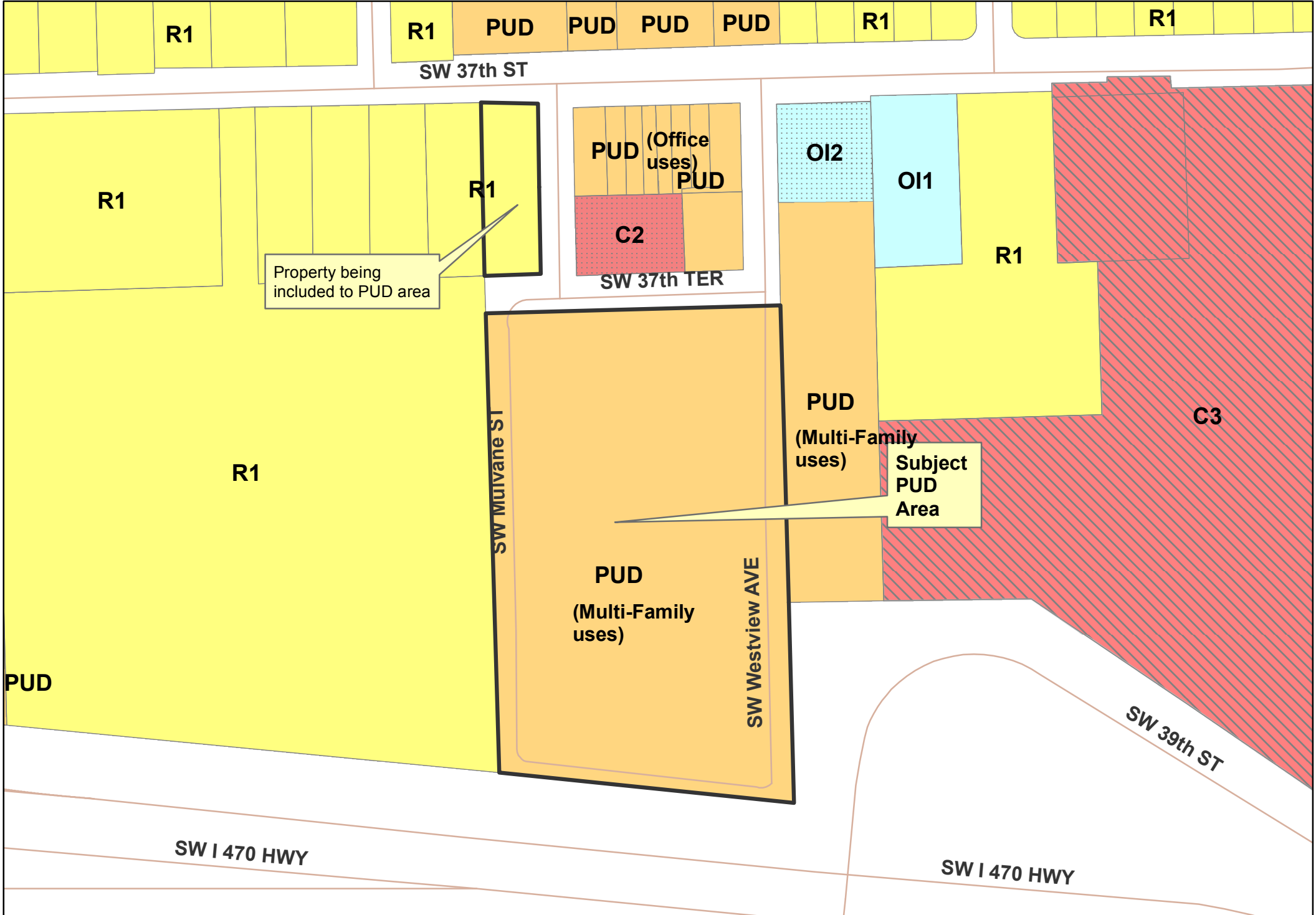
1. Use and development of the site in accordance with the **Master Planned Unit Development Plan for the Carriage House Apartments** as recorded with the Office of the Shawnee County Register of Deeds.
2. Adding General Note: *"A plat may be required for new building permits within Area 1 unless meeting exceptions provided in TMC 18.245.060(f).*
3. Adding notes under Circulation, Parking, and Traffic: *"The uses of Area 1 do not satisfy the minimum required parking per City Code for multiple family residential uses. If new dwelling units or substantial redevelopment is proposed for Area 1, the need for additional off-street parking will be reviewed and may be required at such time."*
4. Revising Note #2 under Signage to indicate wall signs per building shall not exceed 40 sq. ft.
5. Revising Note #3 under Building and Structural to include a fence for Area 1. This may be desired with further improvements to Area 1 and the PUD should not preclude a fence if it is desired or necessary.
6. Correcting misspelling of Note #4 under General Notes to indicate: "Stormwater *quantity*".
7. Revising parking note #1 to indicate: "One per 400 sf" for the office use.

ATTACHMENTS:

Aerial Photo
Zoning Map
Master PUD Plan
NIM Report/Sign-In



Z66/20D By: Kansas Carriage House LLC



Z66/20D By: Kansas Carriage House LLC





CITY OF TOPEKA
TOPEKA PLANNING COMMISSION
CASE M I N U T E S

Monday, September 19, 2016

6:00PM – Municipal Building, 214 SE 8th Street, 2nd floor Council Chambers

Members present: Scott Gales (Chair), Kevin Beck, Carole Jordan, Katrina Ringler, Wiley Kannarr, Brian Armstrong, Dennis Haugh, Rosa Cavazos (8)

Members Absent: Patrick Woods (1)

Staff Present: Bill Fiander, Planning Director; Mike Hall, Planner III; Annie Driver, Planner II; Mary Feighny, Legal

Z66/20D Carriage House Master Planned Unit Development By: Kansas Carriage House LLC requesting to amend the master plan and expand the boundary of the existing 9.1-acre Planned Unit Development ("M-2" Multiple Family Dwelling uses) at 1601 SW 37th Terrace to include an additional 0.6 acres of property currently zoned "R-1" Single Family Dwelling District and located at 1701 SW 37th Street. **(Driver)**

Mr. Armstrong excused himself, and Ms. Driver reviewed the staff report and staff recommendations. With no questions from Commissioners, Mr. Gales invited the applicant/representative to come forward to speak. Angela Sharp of Bartlett & West came forward and stated that also in attendance and available for questions was Mr. Lew McGinnis, owner of Carriage House Apartments. Ms. Sharp explained that, although not part of the PUD, Mr. McGinnis also purchased the home to the west of the home they want to remodel, and they may use that home for the complex manager to live in.

With no questions from commissioners, Ms. Sharp took her seat.

Mr. Gales declared the public hearing open. With none coming forward, the public hearing was closed.

Following comments by Mr. Gales, Mr. Haugh support of the proposal, Mr. Beck asked if the applicant is willing to comply with staff recommendations listed in the staff report. Ms. Sharp verified that the applicant is willing. Mr. Beck noted approvingly that they are extending the sidewalk up Mulvane to tie into the existing complex.

Motion by Mr. Beck to approve subject to recommendations of staff, second by Ms. Jordan. **APPROVED** (7-0-1 with Mr. Armstrong abstaining)

DRAFT



Memorandum

Date: August 29, 2016

To: Annie Driver, Topeka Planning Department

From: Angela Sharp

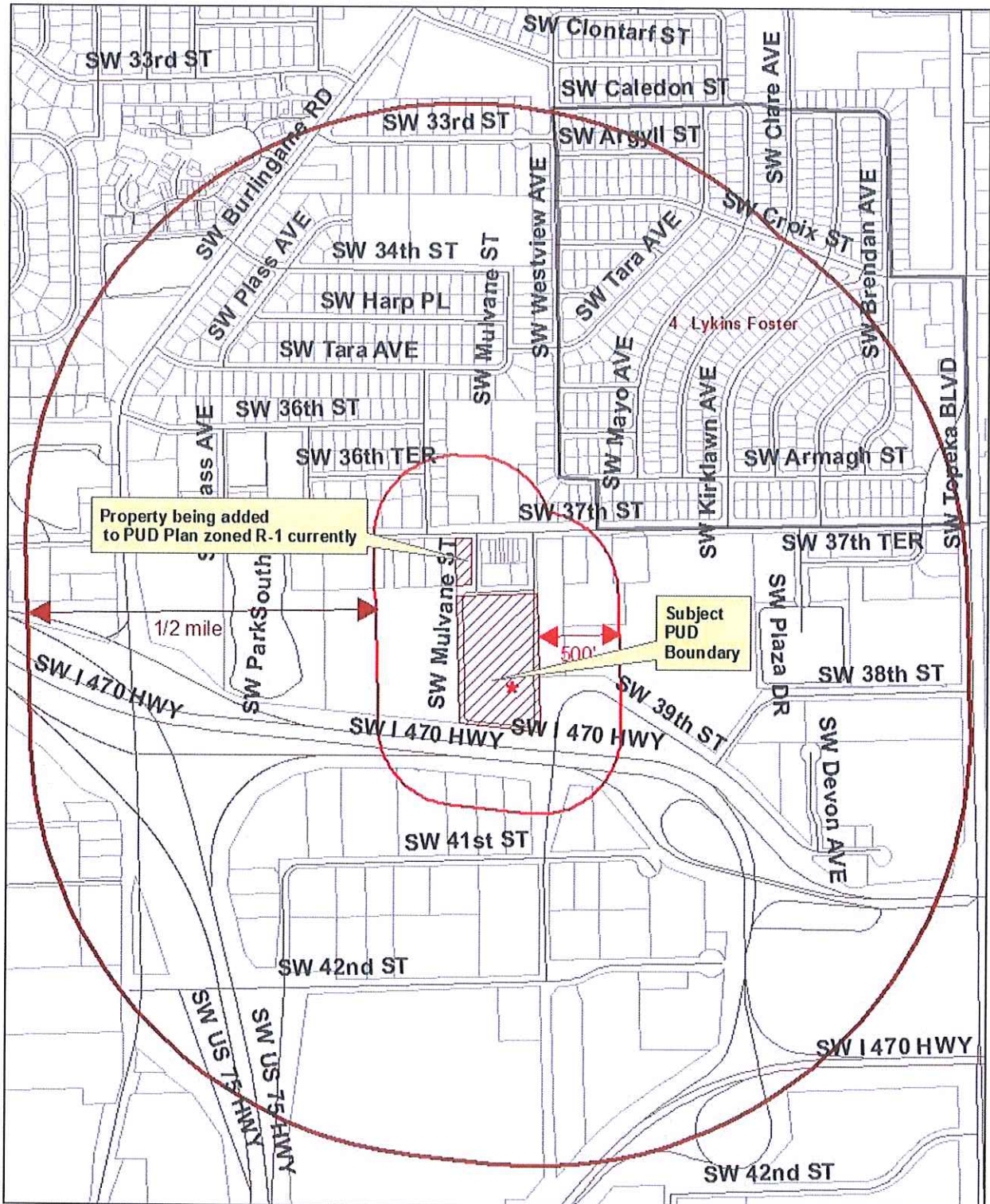
Re: Carriage House PUD (Z66/20D) – Neighborhood Meeting Minutes
Carriage House Clubhouse, 1601 SW 37th Street, 7:00 PM

Please note the attached sign in sheet for those in attendance, which were: Lew McGinnis representing the owner, Annie Driver, Topeka Planning Department and Angela Sharp, Bartlett & West. Angela arrived at 6:30 PM, Mr. McGinnis arrived at 6:35 PM and Annie arrived at approximately 6:45 PM. All three of us stayed until 7:30 PM and no one else arrived.

ATTENDANCE SIGN IN SHEET

Carriage House PUD Neighborhood Information Meeting
Carriage House Clubhouse
7:00 PM August 29, 2016

[illegible]



* = Meeting Location:
Carriage House Apartments Clubhouse



A PLANNED UNIT DEVELOPMENT FOR: CARRIAGE HOUSE

LOTS 5A AND 5B, THIEME SUBDIVISION; AND A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

DESCRIPTION:
LOTS 5A & 5B, THIEME SUBDIVISION IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS.

AND

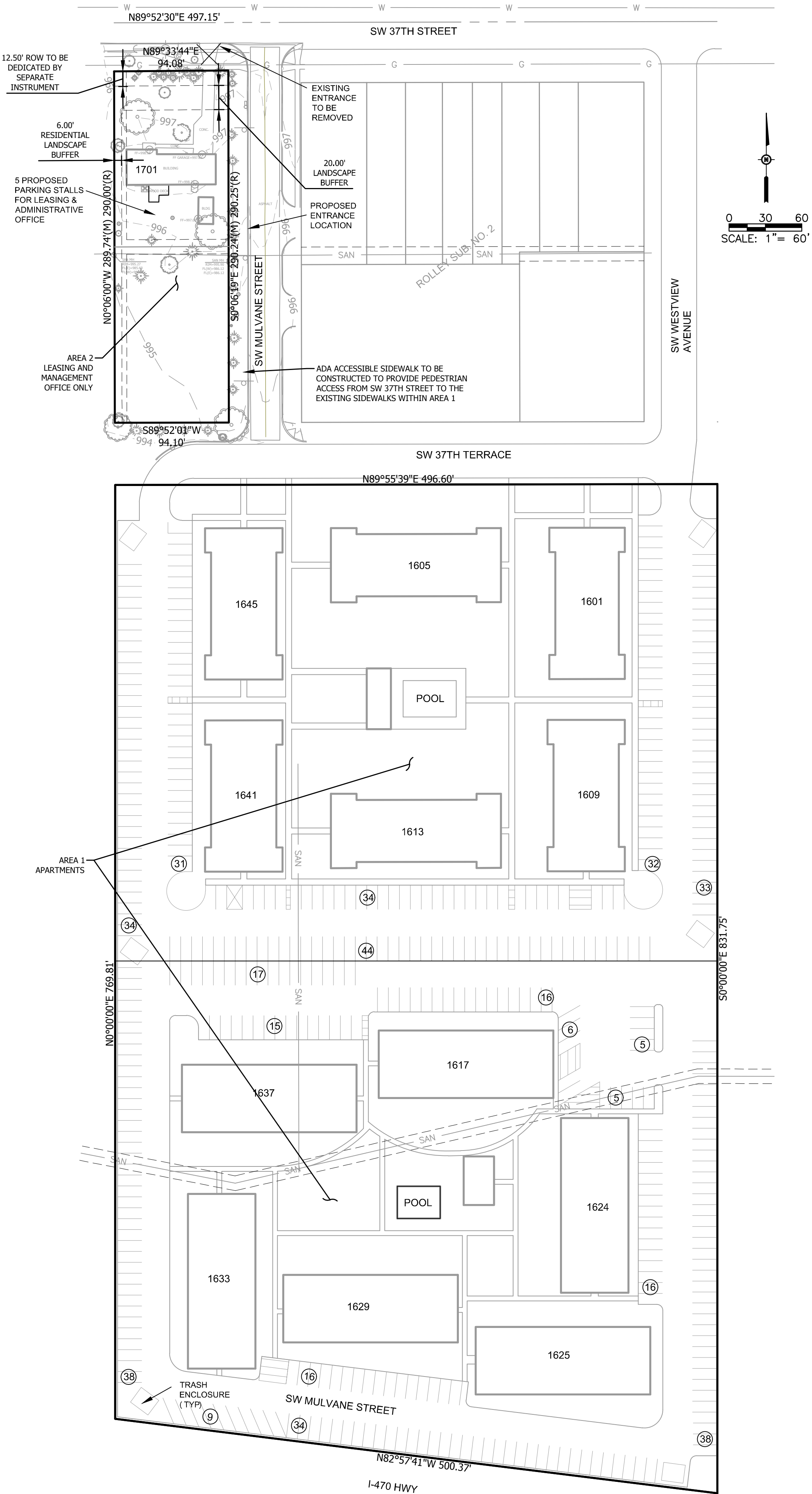
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) ADJOINING THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ADJOINING SAID EAST LINE A DISTANCE OF 831.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 470; THENCE NORTH 82 DEGREES 57 MINUTES 41 SECONDS WEST ADJOINING SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 500.37 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ADJOINING SAID WEST LINE A DISTANCE OF 769.81 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST A DISTANCE OF 496.60 FEET TO THE POINT OF BEGINNING, SAID LAND BEING FORMERLY DESCRIBED AS THE FOLLOWING TWO TRACTS:

TRACT A:
THE SOUTH 390 FEET OF THE NORTH 780 FEET OF THE EAST 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING ON THE EAST LINE OF SAID NORTHWEST QUARTER, 390 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 390 FEET; THENCE WEST 496.96 FEET TO (AND THE SAME BEING) THE WEST LINE OF SAID EAST 15 ACRES; THENCE NORTH ALONG SAID WEST LINE, 390 FEET; THENCE EAST 496.96 FEET TO THE POINT OF BEGINNING.

TRACT B:
A TRACT OF LAND IN THE EAST 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN SHAWNEE COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID NORTHWEST QUARTER, 780 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 441.99 FEET TO THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 470; THENCE WESTERLY ON AN ANGLE OF 82 DEGREES 57 MINUTES 20 SECONDS IN THE NORTHWEST QUADRANT, ALONG SAID RIGHT OF WAY FOR 500.37 FEET TO THE WEST LINE OF SAID EAST 15 ACRES; THENCE NORTH ALONG SAID WEST LINE, 380.03 FEET; THENCE EAST 496.96 FEET TO THE POINT OF BEGINNING, WHICH TRACT IS ALSO DESCRIBED AS THE EAST 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN SHAWNEE COUNTY, KANSAS, EXCEPT THE NORTH 780 FEET THEREOF AND EXCEPT THE PORTION OF THE SOUTH WHICH HAS BEEN TAKEN FOR INTERSTATE HIGHWAY NO. 470.

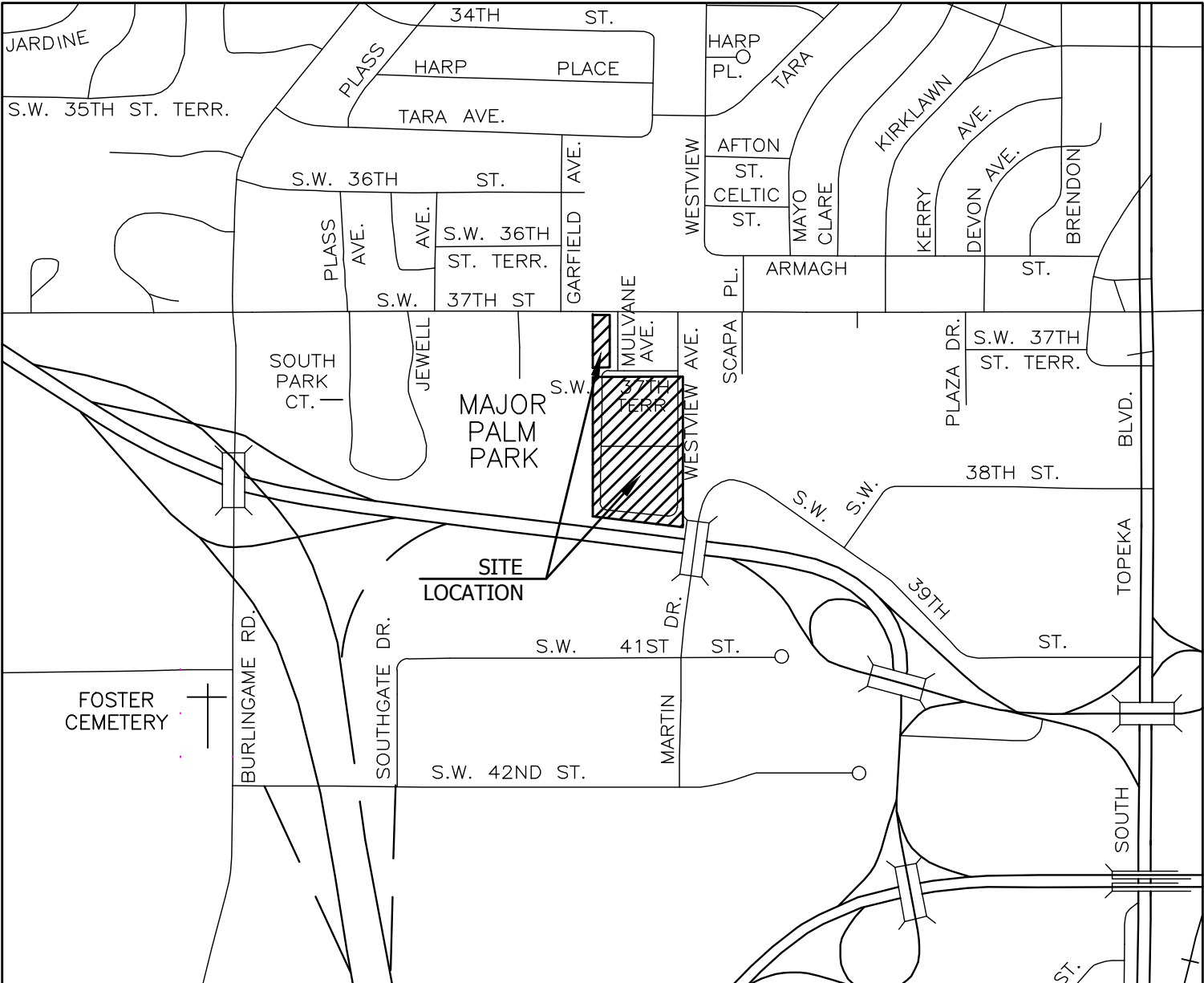
THE ABOVE DESCRIBED TRACT CONTAINS 9.76 ACRES, MORE OR LESS.

UNITS	TYPE	UNIT S.F.	TOTAL S.F.
36	A - 1 BED/1 BATH - GARDEN	686	24,696
80	B - 1 BED/1 BATH - BALCONY	686	54,880
24	C - 2 BED/1.5 BATH - GARDEN	875	21,000
48	D - 2 BED/1.5 BATH - BALCONY	875	42,000
40	E - 2 BED/1 BATH - BALCONY	869	34,760
24	F - 2 BED/1 BATH - BALCONY XL	941	22,584
30	G - 2 BED/1 BATH - GARDEN	869	26,070
TOTAL 282		AVERAGE 801	TOTAL 225,990



BOOK : _____ PAGE : _____

DATE : _____ TIME : _____



VICINITY MAP
NOT TO SCALE

#	DATE	DESCRIPTION	BY	DESIGNED BY: ACS	BARTLETT & WEST 1200 SW EXECUTIVE DR - TOPEKA, KS 66615 PHONE: 785.272.2232 WWW.BARTWEST.COM	PLANNED UNIT DEVELOPMENT FOR LOTS 5A & 5B, THIEME SUBDIVISION & TRACT IN NW 1/4 SEC. 24, T12S, R15E, CITY OF TOPEKA, SHAWNEE CO., KANSAS	CARRIAGE HOUSE		PROJ NO: 19303.000	DRAWING NO:
			DRAWN BY: JMD	CONST PROJ: -					Z66/20D	
			CHECKED BY: ACS	SCALE: AS NOTED					SHEET NO:	
			PROJECT ENGR:	DATE: AUGUST 2016					1 of 2	

A PLANNED UNIT DEVELOPMENT FOR: CARRIAGE HOUSE

LOTS 5A AND 5B, THIEME SUBDIVISION; AND A TRACT OF LAND IN THE NORTHWEST
QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN
THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

BOOK : _____ PAGE : _____

DATE : _____ TIME : _____

PROJECT PERFORMANCE OBJECTIVES:
A MULTIFAMILY RESIDENTIAL DEVELOPMENT WITH ACCESSIBILITY AND VISIBILITY FROM SW 37TH STREET.

GENERAL NOTES :

- THIS PROPERTY LIES WITHIN ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAPS (FIRM) NO.20177C0214E AND NO.20177C0302E BOTH WITH THE EFFECTIVE DATE OF SEPTEMBER 29, 2011.
- PURSUANT TO TMC 18.190.060, THE APPLICANT MUST RECORD THE MASTER PUD PLAN WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN 60 DAYS UPON APPROVAL OF THE GOVERNING BODY. FAILURE BY THE APPLICANT TO RECORD THE PLAN WITHIN THE PRESCRIBED TIME PERIOD OR PROVIDE THE PLANNING DEPARTMENT FIFTEEN (15) COPIES OF THE RECORDED PLAN WITHIN NINETY (90) DAYS OF THE DATE OF ACTION BY THE GOVERNING BODY SHALL DEEM THE ZONING PETITION NULL AND VOID.
- ALL PUBLIC IMPROVEMENTS SHALL BE MADE TO CITY STANDARDS.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL SITE DEVELOPMENT PLANS HAVE BEEN REVIEWED BY CITY STAFF AND APPROVED BY THE PLANNING DIRECTOR. THE SITE PLANS SHALL ADDRESS BUILDING SITE LOCATIONS AND FOOTPRINT, LANDSCAPING, CIRCULATION, DRIVEWAYS, PULL OFF PARKING, PEDESTRIAN ACCESS, DRAINAGE (INCLUDING THE REVIEW OF STORMWATER QUANTITY CALCULATIONS), EXTERNAL LIGHTING, FENCING, AND SIGNAGE.
- ALL APPLICABLE BASE USE GROUP REGULATIONS APPLY UNLESS STATED OTHERWISE.
- THE LOCATION, HEIGHT, TYPE OF FIXTURE AND INTENSITY OF SITE LIGHTING SHALL BE DETERMINED AT THE SITE DEVELOPMENT PLAN STAGE BUT SHALL NOT EXCEED 3 FOOT-CANDLES AT THE LOT LINE. ALL SITE LIGHTING SHALL BE DIRECTED AWAY FROM ADJACENT PROPERTIES AND THE SOURCE OF THE ILLUMINATION SHALL NOT BE VISIBLE FROM ADJACENT PROPERTIES.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL STORMWATER MANAGEMENT REQUIREMENTS SET FORTH IN TMC CHAPTER 13.35 ARE MET INCLUDING: APPROVAL OF STORMWATER MANAGEMENT PLANS AND GRANTING OF ANY NECESSARY STORMWATER MANAGEMENT EASEMENTS (SME).
- AT THE TIME OF SITE DEVELOPMENT, A SIDEWALK WITH PEDESTRIAN ADA CROSSINGS SHALL BE CONSTRUCTED ALONG THE WEST SIDE OF SW MULVANE STREET THAT CONNECTS SW 37TH TERRACE TO THE SW 37TH STREET SIDEWALK.
- A CONCRETE PAD FOR THE INSTALLATION OF A TOPEKA METRO BUS SHELTER MAY BE REQUIRED ON SW 37TH STREET, THE LOCATION OF WHICH TO BE DETERMINED BY THE CITY TRAFFIC ENGINEER AND TOPEKA METRO AT THE TIME OF SITE DEVELOPMENT OF THE LEASING OFFICE.
- A MINIMUM OF 52.5 FEET OF RIGHT-OF-WAY AS MEASURED FROM THE CENTERLINE OF THE STREET SHALL BE DEDICATED ALONG SW 37TH STREET BY SEPARATE INSTRUMENT AT THE TIME OF SITE DEVELOPMENT.
- A PLAT MAY BE REQUIRED FOR NEW BUILDING PERMITS WITHIN AREA 1 UNLESS MEETING EXCEPTIONS PROVIDED IN TMC 18.245.060(f)

UTILITY NOTES :

- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND PURSUANT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT STANDARDS.
- SANITARY SEWER SERVICE SHALL BE BY THE CITY OF TOPEKA.
- WATER SERVICE SHALL BE BY CITY OF TOPEKA.
- FIRE HYDRANT LOCATIONS AND ACCESS SHALL BE APPROVED BY THE CITY OF TOPEKA FIRE DEPARTMENT AS PART OF THE IMPROVEMENT PLANS PRIOR TO THE START OF CONSTRUCTION.

CIRCULATION, PARKING AND TRAFFIC NOTES :

- OFF STREET PARKING SHALL BE PROVIDED AT THE FOLLOWING RATIOS:
REQUIRED PER CODE:
OFFICE: ONE PER 400 SQ. FT.=5 STALLS
RESIDENTIAL: 2 STALLS(20 UNITS)+ 1.5 STALLS(116 UNITS)+ 2 STALLS(146) UNITS=506 STALLS

PROPOSED:
OFFICE: 5 STALLS
RESIDENTIAL: 423 STALLS
PARKING FOR ALL OTHER USES SHALL BE IN ACCORDANCE WITH THE CITY OF TOPEKA OFF STREET PARKING REQUIREMENTS.
- ALL DRIVES, LANES AND PRIVATELY OWNED ACCESS WAYS PROVIDING ACCESSIBILITY TO STRUCTURES, BUILDINGS, AND USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE CONSIDERED AND SERVE AS MUTUAL RIGHTS OF ACCESS FOR OWNERS, TENANTS, INVITED GUESTS, CLIENTS, CUSTOMERS, SUPPORT AND UTILITY SERVICE PERSONNEL AND EMERGENCY SERVICE PROVIDERS, INCLUDING LAW ENFORCEMENT, FIRE PROTECTION AND AMBULANCE SERVICES. ALL ACCESS WAYS PROVIDING GENERAL ACCESSIBILITY TO, AND CIRCULATION AMONG THE USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE MAINTAINED AT ALL TIMES IN GOOD SERVICEABLE CONDITION WITH THE MAINTENANCE OF SAID ACCESS WAYS BEING THE RESPONSIBILITY OF THE OWNER.
- THE USES OF AREA 1 DO NOT SATISFY THE MINIMUM REQUIRED PARKING PER CITY CODE FOR MULTIPLE FAMILY RESIDENTIAL USES. IF NEW DWELLING UNITS OR SUBSTANTIAL REDEVELOPMENT IS PROPOSED FOR AREA 21, THE NEED FOR ADDITIONAL OFF-STREET PARKING WILL BE REVIEWED AND MAY BE REQUIRED AT SUCH TIME.

SIGNAGE NOTES :

- NON-ILLUMINATED MONUMENT SIGNS LIMITED TO THE IDENTIFICATION OF A MULTIFAMILY BUILDING OR COMPLEX. SUCH SIGN SHALL BE LIMITED TO A MAXIMUM SIGN AREA OF FORTY (40) SQ. FT. AND NOT MORE THAN FIVE (5) FEET IN HEIGHT. NON-ILLUMINATED MONUMENT SIGNS SHALL BE LIMITED TO TWO(2) PER PUBLIC STREET, OR DESIGNATED PRIVATE DRIVE, ENTRANCE INTO THE SUBJECT PROPERTY.
- NAMEPLATE OR FLAT WALL SIGNS NON-ILLUMINATED ON THE FACE THE BUILDING WHICH CONTAIN THE NAME OF A BUILDING ONLY. ONLY ONE(1) SUCH SIGN SHALL BE PERMITTED ON ONE(1) BUILDING EXCEPT WHERE THE BUILDING FRONTS TWO(2) PRINCIPAL STREETS, ONE(1) SUCH SIGN MAY BE PERMITTED ON EACH FRONT FACE OF BUILDING. INDIVIDUAL WALL SIGNS PER BUILDING SHALL NOT EXCEED 40 SQ. FT. DIRECTIONAL TRAFFIC SIGNS SHALL NOT BE INCLUDED WITHIN THESE RESTRICTIONS.
- THE PLANNED UNIT DEVELOPMENT AS A WHOLE SHALL BE PERMITTED INFORMATIONAL AND DIRECTIONAL SIGNS DESIGNATING PARKING, OFF STREET LOADING, ENTRANCES, EXITS, AND SIMILAR INFORMATION. SAID SIGNS SHALL NOT EXCEED TWO SQ. FT. PER SIGN FACE.
- TMC TITLE 18, DIVISION 2 SIGNS SHALL GOVERN ALL OTHER SIGNS UNLESS SPECIFICALLY STATED HEREIN.

LANDSCAPING NOTES :

- LANDSCAPE PLANS SHALL BE SUBMITTED WITH THE SITE DEVELOPMENT PLANS. SAID LANDSCAPE PLANS SHALL CONFORM TO THE CITY LANDSCAPE REGULATIONS, INCLUDING THE 6 FOOT RESIDENTIAL ZONE BUFFER ALONG THE WEST BOUNDARY AND 20 FOOT BUFFERS ALONG SW 37TH STREETS WITH LANDSCAPING TO BE DETERMINED AT SITE PLAN REVIEW. PLANTINGS MAY NOT BE TALLER THAN 30" WITHIN SIGHT TRIANGLE AT STREET CORNERS.
- THE CARE, MAINTENANCE, AND OWNERSHIP OF COMMON OPEN SPACE, PARKING AREAS, UTILITIES, PRIVATE STREETS, ACCESS WAYS, STORMWATER MANAGEMENT EASEMENTS, FENCING, AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. ALL LANDSCAPING SHALL BE INSTALLED PURSUANT TO PHASING SCHEDULE AND PROPERLY MAINTAINED. IF ANY PORTION OF THE LANDSCAPED MATERIAL DIES, IT SHALL BE REPLACED BY THE NEXT PLANTING SEASON.

BUILDING AND STRUCTURE NOTES:

- THE EXTERIOR BUILDING DESIGN OF ALL PRINCIPAL BUILDING(S), ACCESSORY BUILDING(S), AND ACCESSORY STRUCTURES SHALL BE COORDINATED ON ALL ELEVATIONS WITH REGARD TO COLOR, MATERIALS, ARCHITECTURAL FORM AND DETAILING TO ACHIEVE HARMONY OF DESIGN AND CONTINUITY.
- THE LOCATION OF TRASH ENCLOSURES SHALL BE DETERMINED AT THE SITE DEVELOPMENT PLAN STAGE TO ENSURE TRASH AREAS ARE NOT OVERLY CONCENTRATED, ARE EFFECTIVELY SCREENED FROM PUBLIC AREAS, AND PROVIDE ADEQUATE CIRCULATION WITHIN THE OVERALL DEVELOPMENT. ALL SAID RECEPTACLES SHALL HAVE ENCLOSURES THAT SCREEN THE RECEPTACLES FROM VIEW AND ARE CONSTRUCTED OF MATERIALS COMPATIBLE WITH THE ARCHITECTURAL FEATURES OF THE PRINCIPLE STRUCTURE.
- FENCING MAY BE INSTALLED ALONG THE WEST BOUNDARY OF AREA 2 AND ALSO WITHIN AREA 1. SAID FENCE TO BE A MAXIMUM OF 6 FEET TALL AND CONSTRUCTED OF WOOD SLAT OR OTHER MATERIAL THAT IS COMPATIBLE WITH THE ADJACENT RESIDENTIAL PROPERTY.

PROJECT PROGRAM:

TOTAL AREA: 9.76 ACRES

LOTS 5A AND 5B, THIEME SUBDIVISION, AND TRACT IN NW 1/4 SEC 24-12-15:

AREA 1: 9.13 ACRES

BASE ZONING USE GROUP:

M-3 USE GROUP: ALL PERMITTED USES

STRUCTURE DENSITY AND HEIGHT:

MAXIMUM HEIGHT: 75 FEET

MAXIMUM BUILDING FOOTPRINT (MULTI-TENANT): 1,500 S.F. PER DWELLING UNIT

MAXIMUM RESIDENTIAL UNITS: 293

MINIMUM GREENSPACE: 20%

BUILDING SETBACKS:

FRONT: 25 FT. (SW 37TH TERRACE)

REAR: 25 FT.

SIDE: 5 FT

AREA 2: 0.63 ACRES

BASE ZONING USE GROUP:

M-3 USE GROUP: LEASING AND MANAGEMENT OFFICE ONLY

STRUCTURE DENSITY AND HEIGHT:

MAXIMUM HEIGHT: 42 FEET

MAXIMUM BUILDING COVERAGE (% OF LOT AREA): 45

MINIMUM GREENSPACE: 20%

BUILDING SETBACKS:

FRONT: 30 FT. (SW 37TH STREET)

REAR: 30 FT.

SIDE: 7 FT.

CERTIFICATION OF MASTER PLANNED UNIT DEVELOPMENT PLAN:

THE OWNER AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF, THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, LEW MCGINNIS, MANAGER, OF KANSAS CARRIAGE HOUSE, L.L.C., HAS

CAUSED THESE PRESENTS TO BE SIGNED THIS ____ DAY OF _____, 2016.

LEW MCGINNIS, MANAGER
KANSAS CARRIAGE HOUSE, L.L.C.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, CAME LEW MCGINNIS, MANAGER, OF KANSAS CARRIAGE HOUSE, L.L.C., WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT OF AND SUCH PERSON(S) DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND, AND AFFIXED MY SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES

THIS PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18.190 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA AND SHAWNEE COUNTY, KANSAS, AND MAY BE AMENDED ONLY AS PRESCRIBED IN TOPEKA MUNICIPAL CODE 18.190.070 AND AS SET FORTH ON THIS DOCUMENT OR AS MAY SUBSEQUENTLY BE APPROVED AND RECORDED.

CERTIFICATION OF MASTER PLANNED UNIT DEVELOPMENT PLAN APPROVAL:

BILL FIANDER, AICP, SECRETARY,
TOPEKA PLANNING COMMISSION

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, CAME BILL FIANDER, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND, AND AFFIXED MY SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS:

REBECCA NIOCE, REGISTER OF DEEDS

Let edit on: 09/09/09 Drawing Name: W:\Proj\19303\19303.000\AutoCAD\Bldg_Sch\19303.000 PUD.dwg Layout Name: Sheet 2 Printed By: D:\M090593 Printed on: 9/28/2016 1:27:24 PM

#	DATE	DESCRIPTION	BY	DESIGNED BY: ACS	DRAWN BY: JMD	CHECKED BY: ACS	PROJECT ENGR:				PROJ NO: 19303.000	DRAWING NO:
											CONST PROJ: -	Z66/20D
											SCALE: AS NOTED	SHEET NO:
											DATE: AUGUST 2016	2 of 2



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 18, 2016

DATE: October 18, 2016
CONTACT PERSON: Bill Fiander/Dan Warner **DOCUMENT #:**
SECOND PARTY/SUBJECT: Misty Harbor Estates **PROJECT #:**
No. 5
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 001 Annexation
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Doug Gerber, annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located approximately 400 feet north of SW 45th Street and approximately 2,300 feet west of SW Burlingame Road, within unincorporated Shawnee County, Kansas, and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A16/2) (Council District No. 7)

(Approval would annex a 15-acre tract intended for a 40-lot single-family home subdivision in the City of Topeka.)

POLICY ISSUE:

The key issues of the requested annexation relate to the appropriateness of annexing the property and the ability to deliver urban services. The property lies within Tier 2 of the Urban Growth Area as delineated in the updated Land Use and Growth Management Plan 2040. The area is contiguous to city limits, urban infrastructure and services are available and development of these areas will allow the city to grow in a compact pattern.

The property is classified as Tier 2 because it was previously preliminarily platted in 2002 as an urban subdivision but was not annexed and developed. The 40-lot development represents the fifth phase of the continued build-out of the originally approved neighborhood. The property is being final platted as Misty Harbor Estates No. 5, and will be rezoned to a City zoning district following annexation.

The proposal is essentially an infill development which connects to an urbanized single-family housing neighborhood already being served by the City directly to the west and south of the subject property. As future phases of Misty Harbor Estates continue to develop to the north, the neighborhood will ultimately link up with the city to the north.

The subdivision is located immediately adjacent to the corporate limits and would constitute a logical expansion of the city limits within the area. Annexing and developing the property is consistent with the policies and principles of the Land Use and Growth Management Plan and allows the city to grow in a compact and affordable manner.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

The applicant has requested annexation in order to develop a 40-lot single-family subdivision. The proposed development is being final platted (Misty Harbor Estates No. 5) and will contain 40 single-family homes. The proposed development will contain public streets and will also be served by all other city services (water, sewer, police, and fire). All essential public utilities, services and facilities are presently available and will not be overburdened by the annexation. The applicant is responsible for paying for the infrastructure within the proposed development, and thus far has installed the water and sewer lines that will serve the subdivision. The property is contiguous to the City boundary and the property owner has provided written consent to annexation. The property is eligible for annexation under KSA 12-520(7), which does not require hearings or public notice. No service extension plan is required. The Governing Body can approve the annexation by adopting an ordinance.

BUDGETARY IMPACT:

All essential public utilities, services and facilities are presently available and will not be overburdened by the annexation.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

Summary Report

Fact Sheet and Department Comments

Aerial

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Douglas Gerber, annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located approximately 400 feet north of SW 45th Street and approximately 2,300 feet west of SW Burlingame Road, within unincorporated Shawnee County, Kansas, and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A16/2) (Council District No. 7)

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

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

A tract in the East Half of the Southwest Quarter of Section 23, Township 12 South, Range 15 east of the 6th P.M., in Shawnee County Kansas, described as: Beginning at the Northeast corner of Lot 1, Block B in Misty Harbor Estates No 2, the East line of said Lot 1 having an assumed bearing of North 1°29'46" West; thence North 88°30'14" East, 580.41 feet; thence on a curve concave easterly, having a radius measure of 500.00 feet and an arc length of 5.01 feet, the chord of which bears North 3°32'39" West, 5.01 feet; thence North 88°31'10" East, 449.05 feet to a point on the East line of said Southwest Quarter; thence South 1°28'50" East on the East line of said Southwest Quarter, 894.93 feet; thence South 88°30'14" West on the North line of Block B in Misty Harbor Estates No. 4, 669.05 feet to the Northeast corner of Lot 1, Block C in Misty Harbor Estates No. 3; thence North 1°29'46" West, 320.00 feet to the Northeast corner of Lot 1, Block D in Misty Harbor Estates No. 3; thence North 88°30'14" East, 150.00 feet to the Southeast corner of Lot 2, Block D in Misty Harbor Estates No. 3; thence North 7°36'14" West, 241.37 feet to the Northeast corner of Lot 4, Block D in Misty Harbor Estates No. 3; thence South 88°30'14" West, 261.69 feet to the Northwest corner of the last said Lot 4; thence on a curve concave easterly, having a radius measure of 297.20 feet and an arc length of 39.52 feet, the chord of which bears North 5°18'16" West, 39.49 feet; thence South 88°30'14" West, 190.00 feet to the Southeast corner of Lot 10, Block B in Misty Harbor Estates; thence North 1°29'46" West, 160.00 feet; thence South 88°30'14" West, 30.00 feet; thence North 1°29'46" West, 130.63 feet to the point of beginning
Contains 15.39 acres, more or less.

Section 2. That all land described in Section 1 of this Ordinance is taken into and made a part of the City for all City purposes and is assigned to City Council District No. 7.

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

41 approval and publication in the official city newspaper.

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

45 PASSED AND APPROVED by the Governing Body of the City of Topeka, ____, 2016.

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50 ATTEST:

Larry E. Wolgast, Mayor

51
52
53 _____
Brenda Younger, City Clerk

CITY OF TOPEKA PLANNING DEPARTMENT

SUMMARY REPORT

Re: A16/2 by F&L Enterprises, Inc.

The applicant has requested annexation in order to develop the property located approximately 400 feet north of SW 45th Street and approximately 2,300 feet west of SW Burlingame Road, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits.

The property is contiguous to the City boundary and the property owner has provided written consent to annexation. The property is eligible for annexation under KSA 12-520(7), which does not require hearings or public notice. No service extension plan is required. The Governing Body can approve the annexation by adopting an ordinance.

The proposed development is being final platted (Misty Harbor Estates No. 5) and will contain 40 single-family homes. The proposed development will contain public streets and will be served by all other city services (water, sewer, police, and fire). All essential public utilities, services and facilities are presently available and will not be overburdened by the annexation. The applicant is responsible for paying for the infrastructure within the proposed development, and thus far has installed the water and sewer lines that will serve the subdivision.

The key issues of the requested annexation relate to the appropriateness of annexing the property and the ability to deliver urban services. The property lies within Tier 2 of the Urban Growth Area as delineated in the updated LUGMP - 2040. These are areas that are contiguous to the City limits, urban infrastructure and services are available, and development of these areas will allow the City to grow in a compact pattern. The property is classified as Tier 2 because it was previously preliminarily platted in 2002 as an urban subdivision but was not annexed and developed. This 40-lot development represents fifth phase of the continued build-out of the originally approved neighborhood. The property is being final platted as Misty Harbor Estates No. 5, and will be rezoned to a City zoning district following annexation.

The proposal is essentially an infill development which connects to an urbanized single-family housing neighborhood already being served by the city directly to the west and south of the subject property. As future phases of Misty Harbor Estates

continue to develop to the north, the neighborhood will ultimately link up with the city to the north.

The subdivision is located immediately adjacent to the corporate limits and would constitute a logical expansion of the City limits within the area. Annexing and developing this property is consistent with the policies and principles of the Land Use and Growth Management Plan and allows the city to grow in a compact and affordable manner.

A neighborhood information meeting was held at the Topeka Planning Commission meeting on January 21, 2015. No citizens attended the meeting and no comments were received on the plat or annexation prior to the meeting. The Planning Commission discussed the proposal and unanimously recommended approval.

Staff recommends APPROVAL of the ordinance taking such land into and making it a part of the City, for all City purposes and assigning it to Council District No. 7.

Staff requests the Governing Body move to adopt the ordinance.

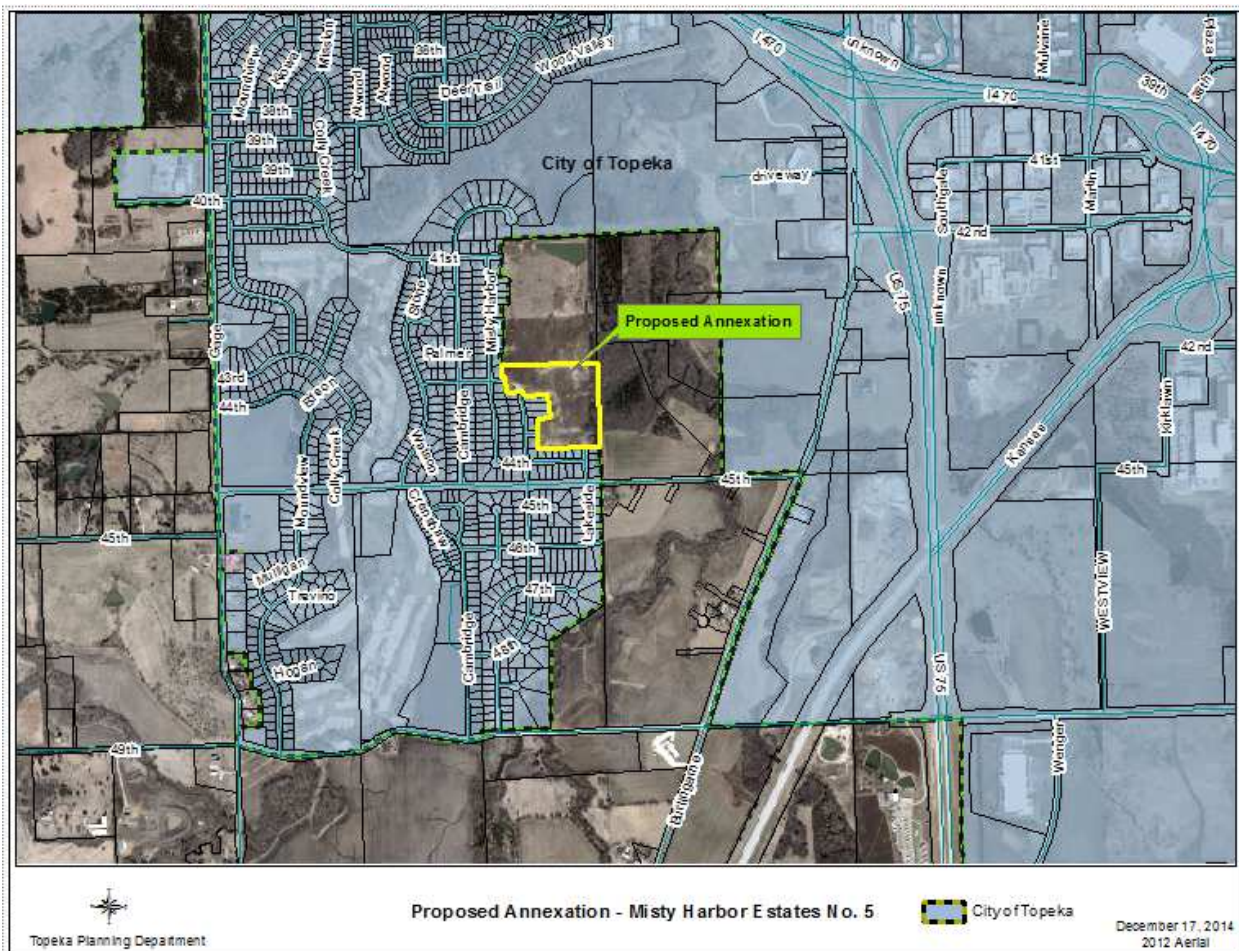
*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

Site

Address/Location: Located north of SW 44th Terrace and east of SW Misty Harbor Avenue
Owner: F & L Enterprises Inc.
Size: Approximately 15 acres, including street right-of-way
Existing Land Use: Agriculture
Proposed Land Use: single-family residential
Subdivision: *Misty Harbor Estates No. 5*

Planning

Existing Zoning: RR-1 (Residential Reserve)
Current Population: 0 residents
Projected Population: 100 residents
Density: 40 units. 3 Dwelling Units/Acre
Comprehensive Plan: Urban Growth Area – Service Tier 2
Municipal Service Area (MSA): Yes
Primary Service Area (Sewer Required): Yes



*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

Annexation Procedure

Contiguous?: Yes.

Consent?: Yes. Owner provided a written consent.

Requirements: Eligible for annexation under KSA 12-520(7). No required hearings or notices. No service extension plan is required.

Approval Method: COT governing body passes ordinance.

Revenue/Expenses Estimates

Property tax revenue to the City of Topeka in 2016 would be approximately **\$14** before any development takes place. **Future annual property tax revenue** to the City of Topeka upon build-out of the 40 lots is estimated to be approximately **\$36,560**.

Additionally, there is currently no water or sewer **utility revenue** collected for this property. **Future annual COT utility revenue** to the City of Topeka upon build-out of the 40 units is estimated to be approximately **\$30,048** (based on 5,000 gallons of water usage per month).

Estimated annual expenses for street maintenance and forestry is **\$5,272**, and the estimated annual expenses for water service is **\$8,078**. All estimated expenses are expected to be carried out by current or anticipated budgets.

Utility and Service Providers

	Current	Proposed
Water	N/A	COT
Wastewater	N/A	COT
Fire	Mission Township	COT
Police	Shawnee County	COT
Streets – Local	N/A	COT (est. 2,000 ft. proposed)
Parks	Shawnee County	Shawnee County
Governing Body	Shawnee County (#3)	COT (#7)

Misty Harbor Estates No. 5 is a proposed single-family development. There will be new public local streets and COT sewer and water mains will serve this development. No parks existing or planned.

*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

Ability to Provide Adequate Public Services

FIRE

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

No additional resources will be provided. Fire Department maintains a fixed budget to provide fire protection.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes, this annexation will have no impact to the current budget.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

This area is located on the outside of fire protection coverage. Fire response by first in companies will be at the accepted limits.

Ability to Provide Adequate Public Services

FORESTRY

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

\$772.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

Single small annexations can be taken care of by Forestry without major budget impacts. The cumulative effects of multiple small annexations will ultimately not be sustainable at current budget levels.

*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

**Ability to Provide Adequate Public Services
POLICE**

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

At the present time, the Shawnee County Sheriff's Office provides law enforcement services to the proposed annexed area. The proposed annexed area may require the City of Topeka to add officer in the future once residential and if the call load in the area increases over time, but for the foreseeable future adjacent Topeka Police Department patrol territory units should be able to absorb the call load in the proposed annexed area.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

The Topeka Police Officers in the bordering areas of the proposed annexed area should decrease the response time to the area considerably because of the proximity of the area. In addition, the City of Topeka's Police Department, with its detectives, crime prevention, Community Police Unit, and other police services, will provide added benefits to the future residents of the proposed annexation area.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

There were no calls for law enforcement services in the in the proposed annexed area. Currently the area has no residences or business located on the property. In the areas adjacent the proposed annexation area there were 93 calls for law enforcement services in 2014 for approximately 41 hours of allocated time. Of those 31 (33%) of the calls were on 1st Shift, 46 (49%) were on 2nd Shift, and 16 (18%) were on 3rd Shift.



*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

In the areas adjacent the proposed annexation area there were 73 calls for law enforcement services in 2015 for approximately 44 hours of allocated time. Of those 19 (26%) of the calls were on 1st Shift, 43 (59%) were on 2nd Shift, and 11 (15%) were on 3rd Shift.



In the areas adjacent the proposed annexation area through June 1, 2016 there have been 46 calls for law enforcement services for approximately 29.5 hours of allocated time. Of those 9 (20%) of the calls were on 1st Shift, 28 (60%) were on 2nd Shift, and 9 (20%) were on 3rd Shift.



**Ability to Provide Adequate Public Services
STREETS**

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

\$1,500 annually for winter treatment and or snow plowing in an average winter.

\$1,000 annually for sweeping streets four times.

\$2,000 for pavement crack sealing after the first year.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

The above costs can be absorbed by current operational funding, as long as all streets are designed and built in accordance with the current City of Topeka Technical Standards.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

None.

*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

**Ability to Provide Adequate Public Services
WASTEWATER**

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

There will be no capital cost. Operational costs would be minimal.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

None.

**Ability to Provide Adequate Public Services
WATER**

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

Capital: \$0 (Should be installed by developer)

Operational: \$6,232.40 initial and \$673.24/month ongoing

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

None.

*Annexation Proposal
Misty Harbor Estates Subdivision No. 5
Fact Sheet & Department Comments*

**Ability to Provide Adequate Public Services
STORMWATER**

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

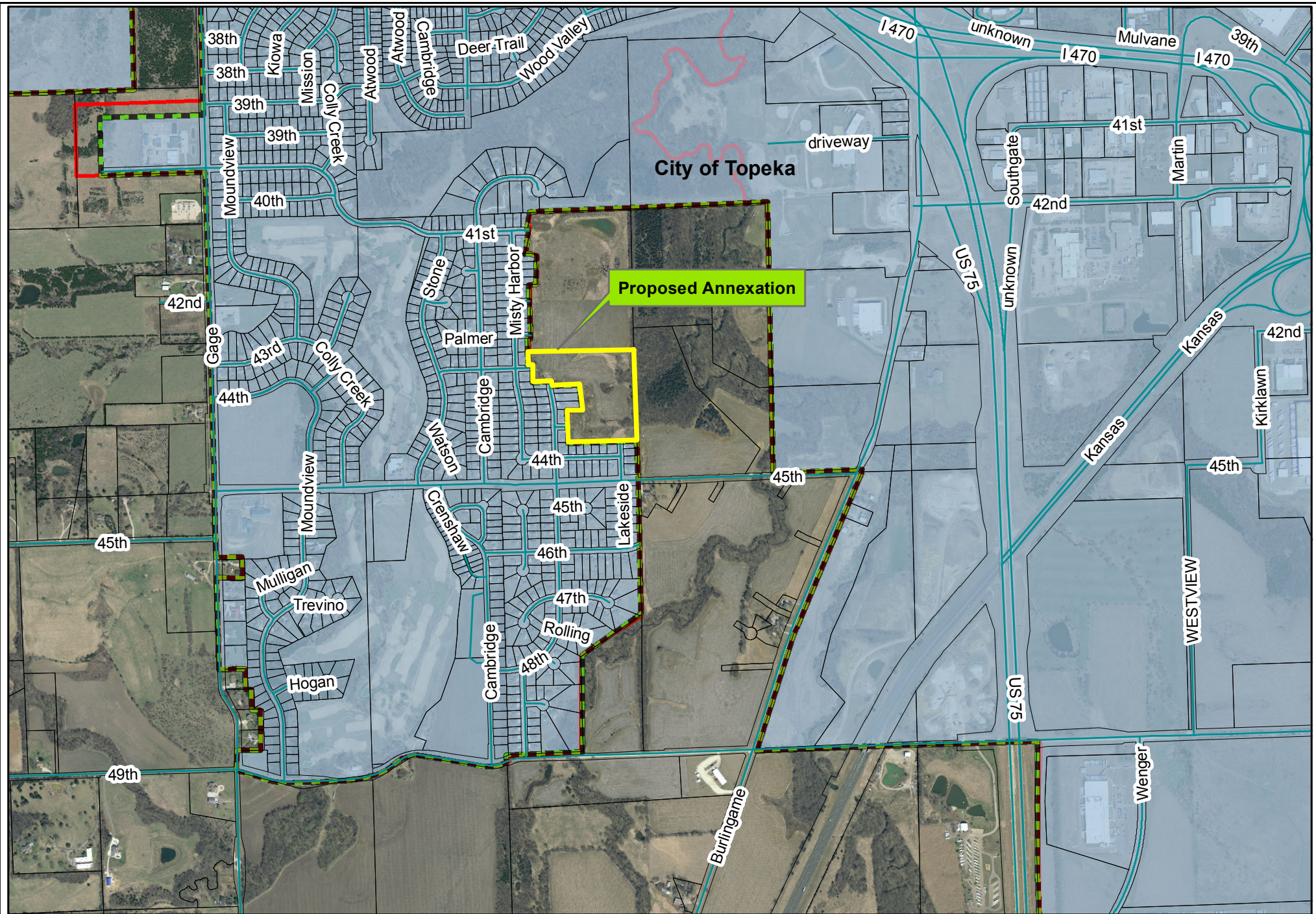
There will be no capital cost. Operational costs would be minimal.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

None.





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 18, 2016

DATE:	October 18, 2016	
CONTACT PERSON:	Lisa Robertson and Jacque Russell	DOCUMENT #:
SECOND PARTY/SUBJECT:	Douglas Gerber	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 020 Employee Agreements	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of an employment agreement with Doug Gerber to serve as Interim City Manager for the City of Topeka until such time as a permanent City Manager commences employment.

POLICY ISSUE:

Given the recent resignation of City Manager James H. Colson, the Governing Body must designate an Interim City Manager to perform the designated duties and responsibilities required of the City's chief executive officer.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the agreement.

BACKGROUND:

James H. Colson submitted his letter of resignation as City Manager for the City of Topeka on September 20, 2016, effective at 5:00 p.m. on October 7, 2016. On October 4, the Governing Body took action, via Resolution No. 8819, to appoint Deputy City Manager Douglas Gerber to serve as Interim City Manager effective at 5:01 p.m. on October 7, 2016 until such time as a permanent City Manager commences employment. After approval of this Resolution, the Governing Body met to consider appropriate terms for an Employment Agreement between the City and Mr. Gerber. Said terms have been agreed upon between the parties; and the Agreement is now being presented to the Governing Body for action.

BUDGETARY IMPACT:

Annual base salary is \$175,000. The interim City Manager salary is paid out of the general fund through the Executive Department budget. The raise in salary to the interim will be offset by the temporary vacancy of the City Manager position. The general fund has sufficient funds to cover the salary increase of the Interim City Manager.

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

D. Gerber Contract

Resolution No. 8819

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of October, 2016, by and between the City of Topeka, Kansas, a municipal corporation (the "City"), and Douglas Gerber, an employee of the City of Topeka, Kansas (the "Employee").

WHEREAS, the City is contracting for services of the Employee as its City Manager in an interim capacity, and desires to formalize such contractual relationship, all in accordance with the Topeka Municipal Code, the City of Topeka Personnel Code, the City of Topeka Administrative Rules and Regulations and the laws of the State of Kansas as set forth in this Agreement; and

WHEREAS, the City desires to retain the Employee to perform professional services on behalf of the City of Topeka and the Employee desires to accept such employment upon the terms and conditions set forth herein; and

WHEREAS, it is the desire of the City and the Employee to enter into this Employment Agreement, which is supplemental to the City's standard employment relationship, for the purpose of inducing said Employee to act in the capacity of Interim City Manager until a permanent City Manager commences employment.

NOW THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Recitals. The Recitals set forth above are incorporated herein by reference.

Section 2. Term.

- a. The term of this Agreement shall be for the period commencing on October 7, 2016, at 5:01 p.m., and shall continue until such time as the City employs a City Manager on a contractual and non-interim (permanent) basis; unless this Agreement is terminated earlier by the City or the Employee.
- b. The parties explicitly acknowledge that the City shall seek a permanent City Manager and that the Employee's obligation to serve as the Interim City Manager and receive certain compensation and benefits for such interim position pursuant to this Agreement shall terminate upon the starting date of the permanent City Manager. Upon the starting date of the permanent City Manager (unless the Employee is selected to serve as the permanent City Manager), the Employee shall return to the position of Deputy City Manager earning the same salary and benefits that he would have enjoyed, adjusted by any intervening changes in salary schedules and benefits had the Employee remained employed as Deputy City Manager during the term of this Agreement.

Section 3. Duties; Working Hours.

- a. The City shall employ the Employee as its City Manager in an interim capacity to perform all functions and duties associated with being the City's chief administrative officer. The Employee shall have all of the authority and powers provided under the laws of the

State of Kansas and the ordinances of the City in performing said functions and duties in an appropriate, legally permissible manner.

- b. The Employee shall be in the exclusive employ of the City, and shall neither accept other employment nor become employed by any other employer while he is serving as the City's Interim City Manager.

Section 4. Salary. During such time as the Employee is serving as the Interim City Manager, the City shall pay to the Employee as compensation for his services hereunder an annual base salary of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), payable in installments at such intervals as other City employees are paid.

Section 5. Leave and Other Benefits.

- a. The Employee shall have credited to his personal account, at the same rate or rates applicable to such other employees, each type of leave afforded to management employees of the City.
- b. Group insurance, life insurance and all other benefits provided to other employees of the City shall be made available to the Employee on like terms and conditions.
- c. The Employee shall be entitled to severance pay in accordance with Section 7 of this Agreement.

Section 6. City Vehicle. During such time as the Employee is serving as the Interim City Manager, the City shall provide to the Employee a City vehicle for official use and travel in conjunction with the functions and duties of Interim City Manager.

Section 7. Termination; Severance; Resignation; Return to Former Position.

- a. Termination by City.

- (1) *Without Cause.* The City may terminate the Employee at any time without cause by providing the Employee thirty (30) days prior written notice; or, in lieu thereof, place the Employee on administrative leave status during this thirty (30) day notice period, or any portion thereof. The City shall pay, as severance, a lump sum cash payment equal to six (6) months' base salary at the Interim City Manager rate, (which shall include the thirty-day notice period referenced above), less any and all applicable or legally required deductions or funds due the City, upon execution of the City's standard release of liability form. The Employee shall also receive all accrued vacation leave and other benefits provided by the City in accordance with its personnel policies, as well as state and federal law, in addition to the extension of the Employee's participation in the City's health care plan to the same extent as prevailed immediately prior to such termination for the same six (6)-month period. The Employee shall not be entitled to assume any further position or continued employment with the City.

(2) *With Cause.* Should the City terminate the Employee at any time by providing the Employee with written notice of his termination for cause and the reason(s) for said termination, the Employee shall not receive severance pursuant to this section. The term "cause" shall be defined to include (i) engaging in fraudulent activity; (ii) being charged with any felony; (iii) being charged with any crime of moral turpitude, (i.e., offenses contrary to justice, honesty or morality); (iv) engaging in illegal or unethical activity that involves personal gain; or (v) willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the Governing Body. The Employee shall not receive severance in the event he is terminated with cause pursuant to this section 7 a (2) and shall not be entitled to assume any further position or continued employment with the City.

(3) *Return of City Property.* The Employee agrees that all property, including without limitation all equipment, proprietary information, documents, records, notes, contracts and computer-generated materials furnished to, or prepared by, the Employee incident to his employment are property of the City and shall be returned promptly to the City upon his termination of employment and expiration or early termination of this Agreement.

- b. Resignation of Employee. The Employee may resign his employment for any reason, and at any time, with or without cause, by providing the City with no less than thirty (30) days prior written notice; or, in lieu thereof, the City may place the Employee on administrative leave status during this thirty (30) day notice period. The Employee shall not receive severance in the event he resigns his employment with the City pursuant to this Section 7 b.
- c. Return to Former Position. If the Employee is employed at the time a permanent City Manager is selected but he is not selected for that position, the Employee shall return to the position of Deputy City Manager upon the start date of the permanent City Manager earning the same salary and benefits for that position as set forth in Section 2 b. The Employee shall be guaranteed six (6) months of employment with the City as Deputy City Manager; unless the Employee is terminated with cause or resigns, as set out in Section 7 a (2) and Section 7 b.

Section 8. Residency.

- a. The City agrees that Employee shall continue to maintain a residence in Shawnee County, Kansas in accordance with personnel policies and rules of the City.
- b. In the event that Employee is chosen as permanent City Manager, Employee agrees to purchase a permanent residence in Topeka; although not required to do so by current personnel policy.

Section 9. Other Terms and Conditions of Employment.

- a. In addition to benefits specifically enumerated in this Agreement, all provisions of the City Code and other rules and regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working

conditions, as they now exist or may hereafter be amended, shall apply to the Employee in the same way as to other management employees of the City.

- b. The City, in consultation with the Employee, may fix any such other terms and conditions of employment relating to the performance of the Employee as it deems appropriate from time to time; provided, however, that such terms and conditions are not inconsistent, or in conflict, with the express provisions of this Agreement, the City charter or any other law or regulation. No such additional terms or conditions shall be effective unless first reduced to writing and mutually agreed to and signed by the Employee and the City.

Section 10. Risk Allocation.

- a. The parties acknowledge the applicability of the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. (the "KTCA"), to the Employee. The Employee shall be afforded all of the rights and protections afforded public employees generally pursuant to the KTCA, including but not limited to those rights and protections relating to alleged violations of state or federal civil rights laws. The Employee may be afforded such additional rights and protections with respect to civil actions to which he is made a party, as the City may from time and time deem appropriate.
- b. The Employee shall keep all personal vehicles used for official business in good cosmetic and operating condition, and shall maintain continuously in force with respect to all such vehicles a policy of liability insurance having a combined limit of at least \$500,000 for bodily injury and property damage. The Employee shall provide the City's Risk Management office with appropriate proof of compliance with the insurance requirements of this section, with such proof of compliance to be so furnished upon the renewal date of such policy or upon the date a new policy shall be issued.

Section 11. Performance Evaluation.

- a. The Governing Body of the City shall provide clear guidance to the Employee regarding issues, priorities and expectations and shall consult with the Employee on a bi-monthly basis, or more frequently upon request, to ensure adequate communication and direction on performance of the Employee.
- b. In implementing the provisions of this Section, the parties agree to abide by all applicable laws.

Section 12. Bond. The City shall bear the full cost of any fidelity or other bonds required of the Employee.

Section 13. General Provisions.

- a. The text hereof shall constitute the entire agreement between the parties.

- b. Other than those provisions relating to the Employee's obligation to serve as the Interim City Manager, this Agreement shall be binding upon and inure to the benefit of the heirs and executors of the Employee.
- c. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this Agreement without first obtaining the express written consent of the other.
- d. Should any provision of this Agreement or any portion thereof, be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed as severable, shall not be affected and shall remain in full force and effect.
- e. This Agreement is governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF TOPEKA, KANSAS

By: _____
Larry E. Wolgast, Mayor

ATTEST:

Brenda Younger, City Clerk

EMPLOYEE

Douglas Gerber

RESOLUTION NO. 8819

A RESOLUTION introduced by Deputy Mayor Michelle De La Isla concerning the designation of an Interim City Manager.

WHEREAS, James H. Colson has resigned from the position of City Manager effective October 7, 2016, at 5:00 p.m. and the Governing Body has not selected a permanent City Manager; and

WHEREAS, the City Manager is responsible for administering the affairs of the City by signing checks, entering into contracts and performing other duties set forth in the Topeka Municipal Code; and

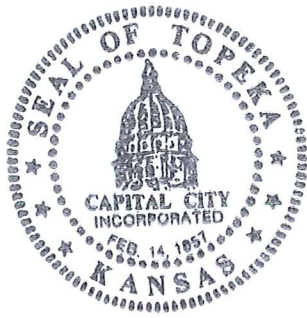
WHEREAS, it is necessary to appoint an Interim City Manager to continue administering the affairs of the City until such time as the Governing Body appoints a permanent City Manager; and

WHEREAS, TMC A2-51 and A2-53 authorize the Governing Body to appoint a City Manager who serves at the pleasure of the Governing Body.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, hereby authorizes Douglas Gerber to serve as Interim City Manager beginning October 7, 2016, at 5:01 p.m. Mr. Gerber will serve at the pleasure of the Governing Body or until such time as a permanent City Manager is employed. Mr. Gerber will continue to perform the duties of Deputy City Manager during this period of time and will be compensated between the Min and Mid annual salary range established for Level 15 of the Management and Executive pay plan, as negotiated and agreed upon.

25 ADOPTED and APPROVED by the Governing Body on October 4, 2016.

26 CITY OF TOPEKA, KANSAS



32 ATTEST:

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Brenda Younger
Brenda Younger, City Clerk

Larry E. Wolgast
Larry E. Wolgast, Mayor



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 18, 2016

DATE:	October 18, 2016	
CONTACT PERSON:	Bill Fiander, AICP/Tim Paris	DOCUMENT #:
SECOND PARTY/SUBJECT:	Sasha Haehn	PROJECT #:
CATEGORY/SUBCATEGORY	001 Appeals / 003 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:	Consideration and Approval of Demolition Appeal	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

DEMOLITION PERMIT APPEAL of a structure located at 1112 SW Western Avenue, located within the boundaries of the Holliday Park National Historic District within the City of Topeka, pursuant to KSA 75-2724. *(Council District No. 1)*

(Approval of the appeal will allow demolition of the single-family structure to proceed)

POLICY ISSUE:

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

STAFF RECOMMENDATION:

On July 14, 2016, the Topeka Landmarks Commission determined by a vote of 5-0-0, that demolition of this property would adversely affect its historical integrity, and adversely affect the historic integrity of the surrounding properties.

Since this finding, the Department of Neighborhood Relations has accommodated all planning necessary to mitigate anticipated negative impacts off the demolition by facilitating transfer of the property to the adjacent property owner. The property is severely undersized and would not be feasible to construct a new home. Merging the property with the adjacent lot likely avoids future code enforcement issues to maintain overgrown grass and weeds.

Planning Staff therefore recommends that no prudent or feasible alternatives exist to the proposed demolition of the property located at 1112 SW Western Avenue, and that all possible planning has been made to mitigate any potential harms that could occur resulting from the property's demolition. We recommend APPROVAL of the appeal.

BACKGROUND:

The City's Code Enforcement Division is appealing the findings of the Topeka Landmarks Commission that demolition of the structure will damage or destroy the historic integrity of the subject property and the historic integrity of the surrounding Holliday Park National Historic District.

State law allows an appeal process to the Governing Body, whereby a party aggrieved by the findings of the Landmarks Commission may seek final determination and allowance of the demolition. The Governing Body's findings are different than the Landmarks Commission. To approve the appeal, the Governing Body must find 1) there are no feasible and prudent alternatives to demolition, and 2) that the project includes all possible planning to minimize harm to the district that may result from the demolition.

BUDGETARY IMPACT:

The estimated cost of demolition of this structure is \$13,000.

SOURCE OF FUNDING:

City of Topeka's Special Structure's Unit.

ATTACHMENTS:

Description

Summary Report

Property Maintenance Code Memo

Staff Certificate of Appropriateness Report and Back-up Material

Neighborhood Citizen Participation Notice

SUMMARY REPORT

Regarding the Proposed Demolition of 1112 SW Western Avenue

Background

On June 14, 2016, The City of Topeka's Department of Neighborhood Relations issued a Historic Preservation Act Section 106 Report to the Kansas State Historic Preservation Office pertaining to the use of Federal funds to conduct the demolition of the home located at 1112 SW Western Avenue, and within the boundaries of the Holliday Park National Historic District. The State of Kansas advised that the Topeka Landmarks Commission must determine that the proposed demolition would not cause harm to the historic integrity of the surrounding historic district, and advised the Department to commence planning on methods to minimize the adverse effects that the demolition would cause to the property, itself.

Upon receipt of these instructions, the duties pertaining to the demolition of the property were transferred to the City's Code Enforcement Unit to negate the use of Federal funding for the demolition, and the HPA Section 106's requirements to develop methods to minimize the adverse effects to the property. The proposed demolition of the property was also presented to the Topeka Landmarks Commission on July 14, 2016. Notices and invitations to the meeting were mailed to all owners of property within the Holliday Park Historic District to fulfill the objectives of the Citizen Participation Process. At that meeting, the Commission determined by a vote of 5-0-0 that demolition of the property would adversely affect the historic integrity of both the home at 1112 SW Western Avenue, and also the historic integrity of the surrounding historic district.



Following this finding, The City's Code Enforcement Division appealed the findings of the Topeka Landmarks Commission to the Governing Body. State law allows an appeal process to the Governing Body, whereby a party aggrieved by the findings of the Landmarks Commission may seek final determination and allowance of the demolition. In such appeals, **the Governing Body must make a determination that there is no feasible and prudent alternative to the proposal, and that the program includes all possible planning to minimize harm to such historic property.** The different criteria

prescribed by State law for the Governing Body is more flexible than the criteria prescribed for the Landmarks Commission.

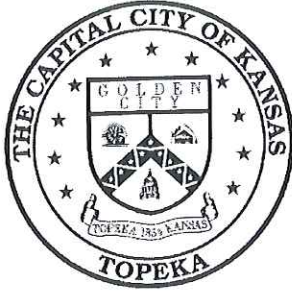
Planning Staff met with Staff of the Code Enforcement Unit to determine the means necessary to minimize any resulting adverse effects resulting from the property's demolition. It was decided by the Staff of both Divisions that seeking the dedication of the vacant property to an adjacent property owner was the best and most efficient method of minimizing the adverse effects of the demolition. Through this method, the vacant property would become the property of an adjacent property owner for all maintenance purposes, thus preventing further nuisance violations for weeds and tall grass.

Staff Analysis of Appeal

On September 28, 2016, Planning Staff received notice that an agreement had been reached with an adjacent property to accept the dedication of the vacant parcel, thus satisfying the requirements of the State Preservation Statute's mandate to engage in all possible planning to minimize the detrimental effects of the demolition of the structure.

Planning Staff are also in agreement with the Code Enforcement Division that there are no prudent or feasible means through which the property can be restored for habitable use.

The issue of the demolition of 1112 SW Western Avenue is now presented to the Governing Body for your consideration.



CITY OF TOPEKA

PROPERTY MAINTENANCE CODE UNIT
Department of Neighborhood Relations
620 SE Madison, Unit 13
Topeka, KS 66607-1118
Tel: (785) 368-3161
Fax: (785) 368-3175
www.topeka.org

MEMORANDUM

TO: Mayor Wolgast and Topeka City Council
FROM: Property Maintenance Code Unit, Neighborhood Relations
DATE: July 15, 2016
RE: 1112 SW Western Avenue

On October 2, 2015, a Property Maintenance Inspector forwarded information to the Demolition Specialist in regards to the unsafe condition of the structure located at 1112 SW Western Ave in Topeka, KS.

On October 6, 2015, the Property Maintenance Unit did an interior inspection at the property located at 1112 SW Western Ave. From this inspection, Property Maintenance found several unsafe structure violations, some of which include: the open foundation hole under the front porch going to the basement, several windows and doors which need replaced, warped wood floors, unstable flooring, the structure had been gutted and is in need of complete repair.

It is the belief of the Property Maintenance Code Unit that the existing conditions at the property are potentially dangerous or injurious to the health, safety or welfare of the residents of the City. (TCC 8.60.010) It was also found to be "unsafe" pursuant to the 2012 International Property Maintenance Code as adopted by the City of Topeka.

On October 8, 2015, a Complaint and Notice of Hearing was sent certified mail to the property owner notifying him of an Administrative Hearing scheduled for November 5, 2015 at 3:30 pm. (Exhibit A)

On November 5, 2015, the property owner, James Martin and his parents, Mr. and Mrs. John Marr appeared at the administrative hearing. Mr. Martin advised that he has a medical condition and is living with him parents. He stated that he would like to make the repairs. The Administrative Hearing Officer advised the hearing will be continued to allow time for Mr. Martin's parents to take the proper steps for a guardian to be appointed to Mr. Martin. The hearing was continued to January 7, 2016 at 3:30 pm. (Exhibit B)

On January 7, 2016, Mr. Martin was not in attendance for the administrative hearing. Mr. Martin had made contact with the Demolition Specialist, Wendi Rieb. Mrs. Rieb stated that Mr. Martin had turned in the application for the volunteer demolition program. The hearing was continued to March 3, 2016 at 3:30 pm for a status of the application. (Exhibit C)

On March 3, 2016, the property owner, James Martin and his father, Mr. Marr appeared at the hearing. The application for the volunteer demolition is currently under review with Neighborhood Relations. A demolition order was issued and Property Maintenance will proceed with the demolition if the application is denied. (Exhibit D)

On July 14, 2016, the Topeka Landmarks Commission considered a demolition request sought by the Department of Neighborhood Relations. The demolition request was presented to the Landmarks Commission because the property lies within the Holiday Park National Historic District. The Landmarks Commission determined that the demolition of the structure would adversely affect its historical integrity, and adversely affect the historical integrity of the surrounds historic district. (Exhibit E)

Pursuant to KSA 75-2724(a)(1), the proposed demolition may not proceed until the Governing Body of the City makes a *"determination, based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the [proposed demolition] and that the program includes all possible planning to minimize harm to such historic property."* The Property Maintenance Code Unit has determined removal of the structure is required to ensure public safety and submits the following as relevant factors in support of the proposed demolition.

The structure located on the property address of 1112 SW Western Avenue is vacant. The 2016 appraised building value of this structure is \$730.00.

The replacement cost new (RCN) of this structure is \$186,280.00; 30% of the RCN is \$55,884.00. The minimum cost estimate of repairs for the house is \$81,367.61. Because the repair costs exceed the value of the structure and because repair costs are at least 30% of the replacement cost, neither repair nor replacement of the structure is feasible or prudent. (Exhibit F)

The Property Taxes have been paid to date. There has not been active water service since April 15, 2015.

Moving the structure is not a feasible or prudent alternative. The dilapidated condition of the structure makes moving it wholly impracticable as well as cost-prohibitive.

Leaving the structure in its current dilapidated, unsafe condition is not a feasible or prudent alternative. The additional costs pose by keeping the structure boarded and the additional nuisances created by such a structure is a concern that can be avoided by demolition.

If the structure is demolished, any harm will be minimized by removal of all building material and debris and returning the ground to grade level. Providing the opportunity for the dilapidated structure to be replaced by an infill housing program will stand to minimize any damage caused by the addition of this green area to the neighborhood. Demolition will be an immediate benefit to the surrounding area due to its present condition as an unsafe structure.

The Property Maintenance Code Unit respectfully asks for the authority to pursue demolition of this structure.

Photos attached.

BEFORE THE ADMINISTRATIVE HEARING OFFICER
CITY OF TOPEKA

DATE: OCTOBER 8, 2015
CASE#: 15-08736

JAMES R MARTIN
1112 SW WESTERN AVE
TOPEKA KS 66604
CERTIFIED MAIL #: 7112 4369 4680 3421 3826

RE: 1112 SW WESTERN AVE
ID#: 1093103022006000

AND ALL PARTIES WITH A LEGAL INTEREST OR AN EQUITABLE INTEREST FILED OF RECORD WITH THE SHAWNEE COUNTY REGISTER OF DEEDS OFFICE IN SUCH STRUCTURE

COMPLAINT & NOTICE OF HEARING

PURSUANT TO THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC) AS ADOPTED BY THE CITY OF TOPEKA, KANSAS

COMPLAINT

The Code Official and/or designee alleges and states:

That the structure and premises located on the following described real estate:
Original Town, Lot 370 +, Pt Western Ave Lts 370, 372, 374, D Af Pob, 3 Ft S Of NE Cor Lt 370, Th S 40(S), W 52(S), N 37(S), E 64(S) To Pob Section 31 Township 11 Range 16

Part of Lots 370, 372 and 374 on Western Avenue, in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows:

Beginning at a point on the East line of Lot 370 on Western Avenue, in the City of Topeka, which is 3 feet South of the Northeast corner thereof; thence Westerly to a point on the East line of Western Avenue which is 9.396 feet South of the Northwest corner of said Lot 370; thence Southerly along the East line of Western Avenue to a point which is 4 1/2 feet South of the Southwest corner of Lot 372; thence Easterly to a point on the East line of said Lot 372 which is 6 feet North of the Southeast corner thereof; thence Northerly along the East line of Lots 372 and 370 to the place of beginning.

AND also a tract described as: A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 2.05 feet South of the Northeast corner of said Lot 370; thence South 18 degrees 07 minutes 35 seconds West, along the East line of said Lot 370, a distance of 0.95 feet; thence North 83 degrees 45 minutes 42 seconds West, a distance of 64.48 feet to a point on the East line of Western Avenue, which point is 9.396 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370, a distance of 0.795 feet to a wire fence; thence South 83 degrees 45 minutes 42 seconds East; along said wire fence, a distance of 64.76 feet to the point of beginning, as set out in Quit Claim Deed recorded in Book 1848 Page 889.

And LESS any property conveyed in Quit Claim Deed recorded in Book 1848 Page 891, described as follows:

A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 10.191 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370; a distance of 6.741 feet to a point 9.396 feet South of the Northwest corner of said Lot 370; thence South 77 degrees 05 minutes 46 seconds East, a distance of 57.73 feet to a wire fence; thence North 83 degrees 45 minutes 42 seconds West along said wire fence, a distance of 56.61 feet to the point of beginning.

Commonly known as 1112 SW Western Ave, in the City of Topeka, Shawnee County, Kansas, is unfit for human use or habitation.

Existing conditions at 1112 SW Western Ave, Topeka, Kansas, which are dangerous or injurious to the health, safety or welfare of the residents of the city, and/or increase the hazards of fire, accidents or other calamities. These conditions are demonstrated by defects, dilapidation, and disrepair to wit: See attached violation(s).

And does not meet the minimum standards of the 2012 IPMC as adopted by the City of Topeka, Kansas.

**NOTICE OF HEARING BEFORE ADMINISTRATIVE HEARING OFFICER, CITY OF TOPEKA
PURSUANT TO THE 2012 IPMC AS ADOPTED BY THE TOPEKA CITY OF TOPEKA,
KANSAS**

A hearing will be held on the 5th day of November, 2015, at 3:30 o'clock P.M. before the Administrative Hearing Officer pursuant to the 2012 IPMC as adopted by the City of Topeka, at the Cyrus K. Holliday Building, (Holliday Conference Room, 1st floor), 620 SE Madison. At such hearing the owner, their agent, and lienholders of record and any occupant of the above-described structure(s) and premises and accessory building(s) may appear and provide testimony or other relevant evidence regarding the structure(s) cited herein. The hearing is to determine if the structure(s) located on said property is/are to be repaired or demolished.

If your intention is to repair the structure(s), please bring the following information to the hearing:

- Proof of financial capabilities
- A time table to have the repairs completed
- Any other information that may be pertinent to the case (i.e. contacts with Housing and Neighborhood Development, City of Topeka Building Inspection, contractors, etc...)


Mike Haugen, Manager Code Services
Property Maintenance Code Unit

State of Kansas
County of Shawnee

Signed or attested before me on 7th day of October 2015.

Notary Public Jeanette K Weese

Expiration Date: 5-7-2016



****For further information, please call Wendi at (785) 368-3162.**

Improvements necessary and appropriate references to the 2012 IPMC as adopted
by the City of Topeka for 1112 SW Western Ave are as follows:

1. 304.2 Protective treatment - Paint/Stain etc.- all as required
2. 304.13.1 Glazing – glass - all as required
3. 304.13.2 Openable windows – ventilation - all as required
4. 304.15 Doors – exterior - all as required
5. 305.4 Stairs and walking surfaces - stair, ramp, balcony, porch, deck - all as required
6. 305.3 Interior surfaces - peeling, chipping, flaking paint, loose plaster, decayed wood - all as required
7. 502.1 Dwelling units - plumbing fixture requirements - all as required
8. 603.1 Mechanical appliances - fireplaces, wood stoves, cooking & water heating - all as required

BEFORE THE ADMINISTRATIVE HEARING OFFICER
CITY OF TOPEKA

DATE: NOVEMBER 19, 2015
CASE #: 15-08736

RE: 1112 SW WESTERN AVE
ID#: 1093103022006000

JAMES R. MARTIN
C/O JOHN S. MARR JR.
420 NE EDGEWOOD DRIVE
TOPEKA KS 66617-1533

AND ALL PARTIES WITH A LEGAL INTEREST OR AN EQUITABLE INTEREST FILED
OF RECORD WITH THE SHAWNEE COUNTY REGISTER OF DEEDS OFFICE IN SUCH
STRUCTURE

ADMINISTRATIVE HEARING ORDER

PURSUANT TO THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
(IPMC) AS ADOPTED BY THE CITY OF TOPEKA, KANSAS

Now on this 5th day of November 2015, the complaint on the above premises comes for hearing before Lloyd C. Swartz, Administrative Hearing Officer. Notice of time and place of hearing having been given as required by law to wit: service of notice was attempted via certified mail on October 8, 2015, and published on October 12, 2015 and October 19, 2015.

There appears: Wendi Rieb, Property Maintenance Code Unit; James R. Martin, owner of record; Mr. Martin's parents Mr. & Mrs John Marr.

The Administrative Hearing Officer, after hearing all of the evidence and reviewing all exhibits presented, finds that said structure(s) located on the following described real estate:

Part of Lots 370, 372 and 374 on Western Avenue, in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows:

Beginning at a point on the East line of Lot 370 on Western Avenue, in the City of Topeka, which is 3 feet South of the Northeast corner thereof; thence Westerly to a point on the East line of Western Avenue which is 9.396 feet South of the Northwest corner of said Lot 370; thence Southerly along the East line of Western Avenue to a point which is 4 1/2 feet South of the Southwest corner of Lot 372; thence Easterly to a point on the East line of said Lot 372 which is 6 feet North of the Southeast corner thereof; thence Northerly along the East line of Lots 372 and 370 to the place of beginning,

AND also a tract described as: A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 2.05 feet South of the Northeast corner of said Lot 370; thence South 18 degrees 07 minutes 35 seconds West, along the East line of said Lot 370, a distance of 0.95 feet; thence North 83 degrees 45 minutes 42 seconds West, a distance of 64.48 feet to a point on the East line of Western Avenue, which point is 9.396 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370, a distance of 0.795 feet to a wire fence; thence South 83 degrees 45 minutes 42 seconds East; along said wire fence, a distance of 64.76 feet to the point of beginning, as set out in Quit Claim Deed recorded in Book 1848 Page 889.

And LESS any property conveyed in Quit Claim Deed recorded in Book 1848 Page 891, described as follows:

A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 10.191 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370; a distance of 6.741 feet to a point 9.396 feet South of the Northwest corner of said Lot 370; thence South 77 degrees 05 minutes 46 seconds East, a distance of 57.73 feet to a wire fence; thence North 83 degrees 45 minutes 42 seconds West along said wire fence, a distance of 56.61 feet to the point of beginning.

Commonly known as 1112 SW Western Ave, in the City of Topeka, Shawnee County, Kansas,

IS UNFIT FOR HUMAN USE OR HABITATION and does not meet the minimum standards of the 2012 IPMC as adopted by the City of Topeka, Kansas.

The repair, alteration or improvement to the house cannot be made at a reasonable cost in relation to the value of the house. The cost to replace the house is estimated to be \$186,280.00; the repair costs to the house are estimated to be \$81,367.61; which, cost exceeds 30% of the replacement value as, required by the 2012 IPMC as adopted by the City of Topeka.

The property owner purchased the property at a tax sale in 2013. The property owner has a medical condition and is currently staying with relatives. While Mr. Martin would like to make the repairs on the structure the hearing officer is advising that the hearing will be continued to allow time for Mr. Martin's parents to assist him with taking the proper steps with Shawnee County District Court to ask that a guardian be appointed to Mr. Martin.

The hearing will be continued to January 7, 2016 at 3:30 pm to determine if necessary steps have been taken to provide Mr. Martin with a guardian. If not, the Cities request for a demolition order will be granted.

Any person affected by an order issued by the Administrative Hearing Officer may petition the Shawnee County District Court for an injunction restraining the imposition of this order, and the court may, upon such petition, issue a temporary injunction, pending the final disposition of the case; provided, however, that such person shall petition such court within thirty (30) days after the posting or service of the order of the Administrative Hearing Officer.

IT IS, THEREFORE, ORDERED

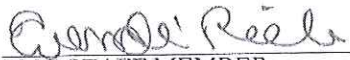

Lloyd C. Swartz
ADMINISTRATIVE HEARING OFFICER

CERTIFICATE OF MAILING

I, the undersigned, do hereby certify that on the 19th day of November 2015, a true and correct copy of the above and foregoing Order was deposited in the US Mail, certified mail, and addressed to the property owner of 1112 SW Western Ave as follows:

PROPERTY OWNER(S)

JAMES R. MARTIN
C/O JOHN S. MARR JR.
420 NE EDGEWOOD DRIVE
TOPEKA KS 66617-1533
CERTIFIED MAIL #: 7112 4369 4680 3129 4712


Pamela Reed
PMC STAFF MEMBER

BEFORE THE ADMINISTRATIVE HEARING OFFICER
CITY OF TOPEKA

JANUARY 13, 2016
CASE #: 15-08736

RE: 1112 SW WESTERN AVE
ID#: 1093103022006000

JAMES R. MARTIN
C/O JOHN S. MARR JR.
420 NE EDGEWOOD DRIVE
TOPEKA KS 66617-1533

AND ALL PARTIES WITH A LEGAL INTEREST OR AN EQUITABLE INTEREST FILED
OF RECORD WITH THE SHAWNEE COUNTY REGISTER OF DEEDS OFFICE IN SUCH
STRUCTURE

ADMINISTRATIVE HEARING ORDER

**PURSUANT TO THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
(IPMC) AS ADOPTED BY THE CITY OF TOPEKA, KANSAS**

Now on this 7th day of January 2016, the complaint on the above premises comes for hearing before Lloyd C. Swartz, Administrative Hearing Officer. Notice of time and place of hearing having been given as required by law to wit: service of notice was attempted via certified mail on November 19, 2015.

There appears: Wendi Rieb, Property Maintenance Code Unit; there were no other appearances.

The Administrative Hearing Officer, after hearing all of the evidence and reviewing all exhibits presented, finds that said structure(s) located on the following described real estate:

Part of Lots 370, 372 and 374 on Western Avenue, in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows:

Beginning at a point on the East line of Lot 370 on Western Avenue, in the City of Topeka, which is 3 feet South of the Northeast corner thereof; thence Westerly to a point on the East line of Western Avenue which is 9.396 feet South of the Northwest corner of said Lot 370; thence Southerly along the East line of Western Avenue to a point which is 4 1/2 feet South of the Southwest corner of Lot 372; thence Easterly to a point on the East line of said Lot 372 which is 6 feet North of the Southeast corner thereof; thence Northerly along the East line of Lots 372 and 370 to the place of beginning,

AND also a tract described as: A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 2.05 feet South of the Northeast corner of said Lot 370; thence South 18 degrees 07 minutes 35 seconds West, along the East line of said Lot 370, a distance of 0.95 feet; thence North 83 degrees 45 minutes 42 seconds West, a distance of 64.48 feet to a point on the East line of Western Avenue, which point is 9.396 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370, a distance of 0.795 feet to a wire fence; thence South 83 degrees 45 minutes 42 seconds East; along said wire fence, a distance of 64.76 feet to the point of beginning, as set out in Quit Claim Deed recorded in Book 1848 Page 889.

And LESS any property conveyed in Quit Claim Deed recorded in Book 1848 Page 891, described as follows:

A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 10.191 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370; a distance of 6.741 feet to a point 9.396 feet South of the Northwest corner of said Lot 370; thence South 77 degrees 05 minutes 46 seconds East, a distance of 57.73 feet to a wire fence; thence North 83 degrees 45 minutes 42 seconds West along said wire fence, a distance of 56.61 feet to the point of beginning.

Commonly known as 1112 SW Western Ave, in the City of Topeka, Shawnee County, Kansas,

IS UNFIT FOR HUMAN USE OR HABITATION and does not meet the minimum standards of the 2012 IPMC as adopted by the City of Topeka, Kansas.

The repair, alteration or improvement to the house cannot be made at a reasonable cost in relation to the value of the house. The cost to replace the house is estimated to be \$186,280.00; the repair costs to the house are estimated to be \$81,367.61; which, cost exceeds 30% of the replacement value as, required by the 2012 IPMC as adopted by the City of Topeka.

The property owner has turned in his application to the City for the volunteer demolition program. The City is asking for a continuance to allow time for Neighborhood Relations to review the application.

The hearing will be continued to March 3, 2016 at 3:30 pm for a status of the application.

Any person affected by an order issued by the Administrative Hearing Officer may petition the Shawnee County District Court for an injunction restraining the imposition of this order, and the court may, upon such petition, issue a temporary injunction, pending the final disposition of the case; provided, however, that such person shall petition such court within thirty (30) days after the posting or service of the order of the Administrative Hearing Officer.

IT IS, THEREFORE, ORDERED

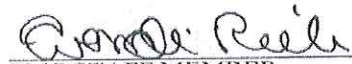

Lloyd C. Swartz
ADMINISTRATIVE HEARING OFFICER

CERTIFICATE OF MAILING

I, the undersigned, do hereby certify that on the 13th day of January 2016, a true and correct copy of the above and foregoing Order was deposited in the US Mail, certified mail, and addressed to the property owner of 1112 SW Western Ave as follows:

PROPERTY OWNER(S)

JAMES R. MARTIN
C/O JOHN S. MARR JR.
420 NE EDGEWOOD DRIVE
TOPEKA KS 66617-1533
CERTIFIED MAIL #: 7190 1716 7500 0102 0355


PMC STAFF MEMBER

BEFORE THE ADMINISTRATIVE HEARING OFFICER
CITY OF TOPEKA

DATE: MARCH 10, 2016
CASE #: 15-08736

RE: 1112 SW WESTERN AVE
ID#: 1093103022006000

JAMES R. MARTIN
C/O JOHN S. MARR JR.
420 NE EDGEWOOD DRIVE
TOPEKA KS 66617-1533

AND ALL PARTIES WITH A LEGAL INTEREST OR AN EQUITABLE INTEREST FILED OF RECORD WITH THE SHAWNEE COUNTY REGISTER OF DEEDS OFFICE IN SUCH STRUCTURE

ADMINISTRATIVE HEARING ORDER

**PURSUANT TO THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
(IPMC) AS ADOPTED BY THE CITY OF TOPEKA, KANSAS**

Now on this 3rd day of March 2016, the complaint on the above premises comes for hearing before Lloyd C. Swartz, Administrative Hearing Officer. Notice of time and place of hearing having been given as required by law to wit: service of notice was attempted via certified mail on January 13, 2016.

There appears: Wendi Rieb, Property Maintenance Code Unit; James Martin, owner of record and his father, Mr. John Marr.

The Administrative Hearing Officer, after hearing all of the evidence and reviewing all exhibits presented, finds that said structure(s) located on the following described real estate:

Part of Lots 370, 372 and 374 on Western Avenue, in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows:

Beginning at a point on the East line of Lot 370 on Western Avenue, in the City of Topeka, which is 3 feet South of the Northeast corner thereof; thence Westerly to a point on the East line of Western Avenue which is 9.396 feet South of the Northwest corner of said Lot 370; thence Southerly along the East line of Western Avenue to a point which is 4 1/2 feet South of the Southwest corner of Lot 372; thence Easterly to a point on the East line of said Lot 372 which is 6 feet North of the Southeast corner thereof; thence Northerly along the East line of Lots 372 and 370 to the place of beginning,

AND also a tract described as: A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 2.05 feet South of the Northeast corner of said Lot 370; thence South 18 degrees 07 minutes 35 seconds West, along the East line of said Lot 370, a distance of 0.95 feet; thence North 83 degrees 45 minutes 42 seconds West, a distance of 64.48 feet to a point on the East line of Western Avenue, which point is 9.396 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370, a distance of 0.795 feet to a wire fence; thence South 83 degrees 45 minutes 42 seconds East; along said wire fence, a distance of 64.76 feet to the point of beginning, as set out in Quit Claim Deed recorded in Book 1848 Page 889.

And LESS any property conveyed in Quit Claim Deed recorded in Book 1848 Page 891, described as follows:

A part of Lot 370 on Western Avenue in the Original Town, City of Topeka, Shawnee County, Kansas, described as follows: Beginning at a point 10.191 feet North of the Southwest corner of said Lot 370; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Lot 370; a distance of 6.741 feet to a point 9.396 feet South of the Northwest corner of said Lot 370; thence South 77 degrees 03 minutes 46 seconds East, a distance of 57.73 feet to a wire fence; thence North 83 degrees 45 minutes 42 seconds West along said wire fence, a distance of 56.61 feet to the point of beginning.

Commonly known as 1112 SW Western Ave, in the City of Topeka, Shawnee County, Kansas,

IS UNFIT FOR HUMAN USE OR HABITATION and does not meet the minimum standards of the 2012 IPMC as adopted by the City of Topeka, Kansas.

The repair, alteration or improvement to the house cannot be made at a reasonable cost in relation to the value of the house. The cost to replace the house is estimated to be \$186,280.00; the repair costs to the house are estimated to be \$81,367.61; which, cost exceeds 30% of the replacement value as, required by the 2012 IPMC as adopted by the City of Topeka.

The Property Owner has applied for the volunteer demolition program. The application is currently under review. If the structure cannot be demolished through the volunteer demolition program then Property Maintenance Code will proceed with the demolition.

IT IS, THEREFORE, ORDERED that the owner(s) James R. Martin, (heirs, executor, administrator or anyone in interest), shall remove or demolish the **house**, remove the foundations, remove all trash, rubbish, junk and debris, dead trees and/or foliage and level the site to grade by filling in of the excavation remaining on the property on which the demolished structure was located, in such manner as to eliminate all potential danger to the public health, safety or welfare arising from such excavation within **ninety (90) days** from the date of service of this order as required by law. The owner must retain services of a licensed demolition contractor to demolish the structure.

IT IS FURTHER ORDERED that if the owner(s) (heirs, executor, administrator or anyone in interest) shall fail to take the demolition action within the required time, the Property Maintenance Code Unit shall cause the demolition action to be taken and the cost, less salvage, if any, shall be assessed as a lien against the lot or parcel of land upon which the said structure(s) is/are located, such lien to include administrative costs, necessary attorney fees, and such other incidental costs as provided by law.

Any person affected by an order issued by the Administrative Hearing Officer may petition the Shawnee County District Court for an injunction restraining the imposition of this order, and the court may, upon such petition, issue a temporary injunction, pending the final disposition of the case; provided, however, that such person shall petition such court within thirty (30) days after the posting or service of the order of the Administrative Hearing Officer.

IT IS, THEREFORE, ORDERED

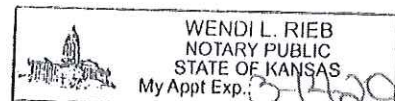

Lloyd C. Swartz
ADMINISTRATIVE HEARING OFFICER

State of Kansas
County of Shawnee

Signed or attested before me on 9th day of March 2016.

Notary Public Wendy L. Rieb

Expiration Date: 3-14-20



CERTIFICATE OF MAILING

I, the undersigned, do hereby certify that on the 10th day of March 2016, a true and correct copy of the above and foregoing Order was deposited in the US Mail, certified mail, and addressed to the property owner of 1112 SW Western Ave as follows:

PROPERTY OWNER(S)

JAMES R. MARTIN
C/O JOHN S. MARR JR.
420 NE EDGEWOOD DRIVE
TOPEKA KS 66617-1533
CERTIFIED MAIL #: 7190 1716 7500 0102 0454


PMC STAFF MEMBER



CITY OF TOPEKA

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

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



MEMORANDUM

TO: Wendi Rieb, City of Topeka Code Enforcement Unit
FROM: Tim Paris, Topeka Planning Department
DATE: July 15, 2016
RE: Proposed demolition of 1112 SW Western Ave.

With regard to the proposed demolition of the structure located at 1112 SW Western Avenue, please be advised that this property lies within the Holliday Park National Historic District. Kansas State law requires that the requested actions be presented to the Topeka Landmarks Commission for their determination of adverse effect on the historical integrity of the property, and its contribution to the surrounding district.

On Thursday, July 14, 2016, the Topeka Landmarks Commission met to consider the request, and by a vote of 5-0-0, determined that the demolition of the structure would adversely affect its historical integrity, and adversely affect the historical integrity of the surrounding historic district.

Should the Code Enforcement Unit wish to appeal this finding to the Topeka Governing Body, please submit the request to me at your earliest convenience. I will place that request, and supporting materials on the earliest available City Council agenda for their consideration and action.

If you have any questions regarding these findings or staff review of this demolition request, please do not hesitate to contact me.

DATA COLLECTION SHEET

1112 SW Western Ave
10/2/2015
Case #15-08736

Per HomeTech KS 01 2013 Winter/Spring

	PITCH /12	ANGLE	PITCH /12	ANGLE
3	14.04	33.69	8	36.87
4	18.46	39.81	9	42.51
5	22.62	45.00	10	
6	26.57		11	
7	30.26		12	

ENTER DATA

AUTO CALC - 100% - Override okay

EXTERIOR QUANTITIES by SECTION

	SECTION 1	SECTION 2	SECTION 3	SECTION 4	SECTION 5	SECTION 6
Window Quantity	27	0	0	0	0	0
Exterior Door Quantity	2	0	0	0	0	0
Replacement Window(s) Required	22	0	0	0	0	0
Replacement Door(s) Required	2	0	0	0	0	0
Section Perimeter	128	0	0	0	0	0
Section Length	40	0	0	0	0	0
Section Width	24	0	0	0	0	0
Roof Pitch	6	0	0	0	0	0
Wall height	8	0	0	0	0	0
Soffit Overhang	1	0	0	0	0	0
Story Height (of the section)	2	0	0	0	0	0

AUTO CALCULATIONS

Siding SF	1468.00	0.00	0.00	0.00	0.00	0.00
Gable SF (each)	72.00	0.00	0.00	0.00	0.00	0.00
Gable Quantity per section	0.00	0.00	0.00	0.00	0.00	0.00
Roof SF	1148.24	0.00	0.00	0.00	0.00	0.00
Floor SF	1920.00	0.00	0.00	0.00	0.00	0.00

TOTAL

1468.00
0.00
1148.24
1920.00



PHYSICAL REPAIR COSTS SHEET

1112 SW Western Ave

10/2/2015

Case #15-08736

REPLACEMENT / REPAIR ITEM

REPLACEMENT / REPAIR ITEM	UNIT	UNIT COST	QUANTITY	% Replacement	TOTAL
Exterior Paint (prime and 1 coat ALL)	SF	0.60	1468.00		\$0.00
Siding (10" dbl 5 Vinyl lap)	SF	4.43	1468.00	100.00	\$6,503.24
Window replmnt (wd dbl hng insl 2-8x3-10)	Each	380.54	22.00	100.00	\$8,371.88
Door replacement (2-8x6-8 particle core)	Each	538.92	2.00	100.00	\$1,077.84
Roofing (#215 fiberglass)	SF	2.81	1148.24		\$0.00
Roofing - pitch adj (7/12 or greater)	SF	0.40	1148.24		\$0.00
Guttering & Downspouts (5" aluminum)	LF	8.95	80.00		\$0.00
Porch (2x8 joists, 2x6 pressure treated deck)	SF	6.64			\$0.00
Interior Paint (prime and 1 coat - ALL)	SF	0.68	4096.00	100.00	\$2,785.28
Floor coverings (\$15/Yd - ALL)	SF	4.27	1920.00	100.00	\$8,198.40
Ceiling repair and paint	SF	2.95	1920.00	100.00	\$5,664.00
Kitchen remodel (8' upper and lower w/sink)	EA	13133.61	1.00		\$13,133.61
Bath remodel (3 fixture)	EA	8542.38	3.00		\$25,627.14
1/2 Bath remodel	EA	3997.32	1.00		\$3,997.32
FWA furnace (80,000 btu)	EA	5229.63	1.00		\$5,229.63
Water Heater (40 Gallon)	EA	779.27	1.00		\$779.27
Garage Door	EA	639.21			\$0.00

REPLACEMENT / REPAIR ITEM

REPLACEMENT / REPAIR ITEM	UNIT	UNIT COST	QUANTITY		
Floor framing (2x8 joists, 3/4 T&G)	SF	6.40			\$0.00
Ext Wall framing (2x4 on center w/ 1/2 CDX)	SF	7.78			\$0.00
Int Wall framing (2x4 on center w/ 1/2 dwl)	SF	7.25			\$0.00
Roof framing (truss roof, 1/2 OSB)	SF	6.54			\$0.00

TOTAL

\$81,367.61

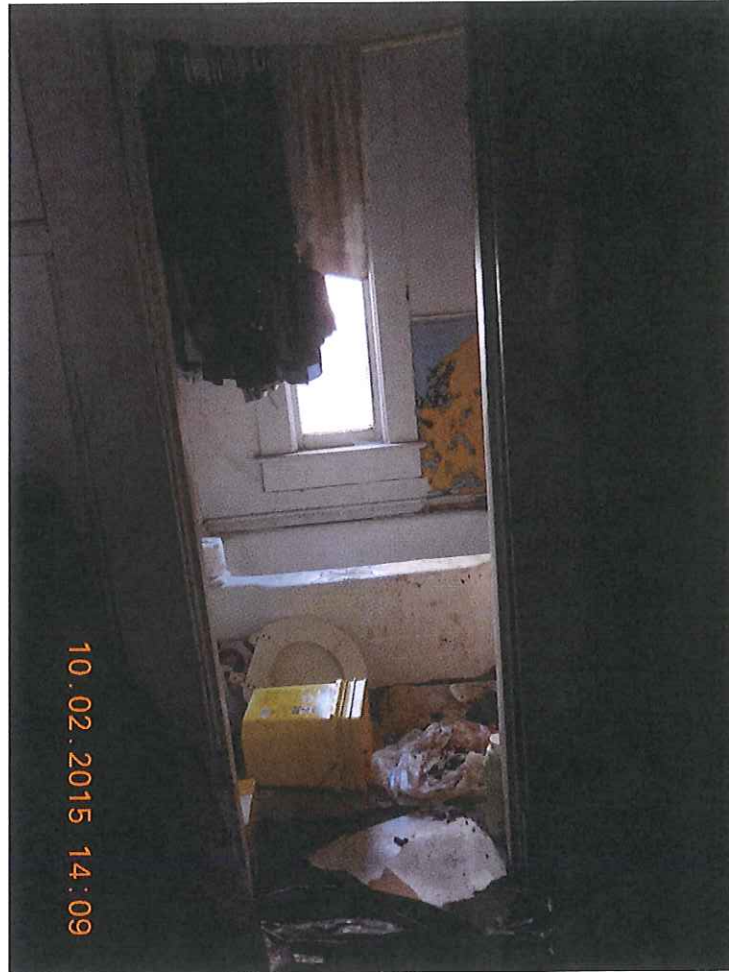






















CERTIFIED LOCAL GOVERNMENT CERTIFICATE OF APPROPRIATENESS REVIEW REPORT

TOPEKA PLANNING DEPARTMENT

CASE NO: CLGR16/13

by: City of Topeka Department of Neighborhood Relations

PROPOSAL: The City of Topeka Department of Neighborhood Relations is requesting Certificate of Appropriateness review for the demolition of a two-story home on property located at 1112 SW Western Ave., within the boundaries of the Holliday Park National Historic District.

BACKGROUND: Within the nomination form for Holliday Park to the National Register of Historic Places, the subject property is identified as a *non-contributing* property, meaning that at the time of the nomination, it did not embody the qualities and architectural character that typifies the historical significance of the District. Specifically, its non-contributing status was designated due to the presence of asbestos siding on the home which removed most of its external historic integrity. Since the District was established, however, the asbestos siding on this home has been removed, and it has been advised by the State Historic Preservation Office that this home is now considered to be a *contributor* to the historic district.

The nomination for the Holliday Park National Historic District states as its significance, *"Development in the district occurred at a steady pace throughout the fifty-year period traced by the nomination. In the mid-1880s, at least one house was built on every block included in the nomination. These homes were mainly variations on the Queen Anne style, but also included Italianate and National Folk styles. The greatest building boom occurred between 1900 and 1915 when fifty-one homes were constructed. The early twentieth century construction established the character of the neighborhood. Many of the homes are late Queen Anne transitional types, incorporating Colonial Revival details. Additionally, Holliday Park contains many examples of the Homestead, Four-Square, and Bungalow styles."*

The date of construction for the home located at 1112 SW Western Avenue is listed by the Shawnee County Appraiser's office as 1910. However, Sanborn Fire Insurance Maps and City directories indicate the home's original date of construction was prior to 1905. The nomination describes this home as being of the Queen Anne style, with a hipped roof with intersecting front and side gables, two-story with three bays, asymmetrical in its footprint, shed roof porch cover on the lower façade, classical columns, square brick pedestals with limestone caps, and a louvered opening centered within the front gable. These details are still visible on the home at this time, thus helping to re-establish its status as a contributor to the historic integrity of the Holliday Park National Historic District.

REVIEW SUMMARY: The Kansas State Historic Preservation Office requires that all projects occurring on any property listed on the Register of Historic Kansas Places be reviewed for their affect on the listed property and the surrounding district. State law (K.S.A. 75-2724) establishes that the Secretary of the Interior's Standards for Rehabilitation be used to evaluate changes proposed to any property that is individually listed, or is located within an historic district. The following is an analysis of the application of each Standard to the proposed project.

Standard 1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*

Analysis: The proposed project requires the demolition of the home that has occupied the property since 1905. There is no proposed new use for the property. Furthermore, the lot on which the home is built is exceedingly small, and the home is built on its property with minimum setbacks. This means that any new construction on the property consistent with historical uses could only be achieved through the issuance of numerous variances to building-setback requirements.

Standard 2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*

Analysis: Demolition of the home will remove its historic and contributing character to the Holliday Park Historic District.

Standard 3. *Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*

Analysis: Demolition of this structure will remove its physical record within the Holliday Park Neighborhood. Additionally, the property on which the structure was built does not allow for its redevelopment for residential use without the issuance of numerous variances to building setback requirements.

Standard 4. *Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*

Analysis: The structure in question dates to 1905, and has retained its original purpose and function as a single-family residence within the Holliday Park neighborhood within the Holliday Park neighborhood since that time. During its use as a residence, the home was modified by the placement of asbestos siding on its exterior. This siding has since been removed to reveal its original wood siding, and all accompanying detail. The asbestos siding disqualified this property of its status as a contributor to the historic district at the time of its nomination. The removal of this material, however, has restored the status of this home as a contributing property to the Historic District.

Standard 5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*

Analysis: The demolition of this property will remove all distinctive features, finishes, or unique examples of construction techniques and craftsmanship.

Standard 6. *Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*

Analysis: This structure is in a severely deteriorated condition, and several elements of its construction do need replacement and/or extensive maintenance. However, the physical condition of a property is not a factor that can be considered within the US Secretary of the Interior's Standards for Rehabilitation. Kansas Preservation

Law (K.S.A. 75-2724) establishes that the Governing Body, upon the request of the applicant, may include factors beyond the Standards for Rehabilitation in their consideration of the proposal.

Standard 7. *Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.*

Analysis: N/A

Standard 8. *Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.*

Analysis: N/A

Standard 9. *New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

Analysis: N/A

Standard 10. *New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

Analysis: N/A

PUBLIC PARTICIPATION: Notices of the proposed project were sent to property owners within 500 feet of the subject property 30 days prior to the July 14, 2016 meeting of the Topeka Landmarks Commission. Notice of the proposal was also posted on electronic and social media outlets, including the City of Topeka's website, Nextdoor, Twitter, and Topeka's History Geeks Facebook account. This meeting of the Topeka Landmarks Commission serves as the public meeting for the purposes of public discussion of this proposal.

STAFF RECOMMENDATION: In the performance of this review under KSA 75-2724, Staff is recommending a finding that the demolition of 1112 SW Western Ave. **will result in damage to, and destruction of the** historic integrity of the property, and the Holliday Park Historic District.

APPEAL TO THE GOVERNING BODY: If the Landmarks Commission determines that the demolition will damage or destroy the historic integrity of the property and/or the surrounding historic district, the applicant may appeal to the governing body. It will be incumbent upon the governing body to make a determination, after consideration of all relevant factors, that: (1) there are no feasible and prudent alternatives to demolition; and (2) that the project includes all possible planning to minimize harm to the district that may result from the demolition.

Prepared by:


Timothy Patis, Planner II

CLGR16-13 By Dept. of Neighborhood Relations



Date: June 16, 2016

NOTICE OF TOPEKA LANDMARKS COMMISSION MEETING

As the owner of property within the Holliday Park National Historic District, or its immediate vicinity, you are being notified that the **Topeka Landmarks Commission** is scheduled to review the proposed demolition of a property within the Historic District boundaries on:

Thursday, July 14, 2016 at 5:30 p.m.

**City of Topeka Holliday Building, 1st Floor
620 SE Madison Street**

You are invited to attend this meeting of the **Topeka Landmarks Commission** to hear details from the applicant, and to offer your comments about their proposed project request as described below. The Topeka Landmarks Commission will have the opportunity to approve or deny the request at this meeting. Appeals of their decision may be made to the Governing Body.

Project information:

Action Requested: Demolition of the home located at 1112 SW Western Ave.

Name of the Property Owner/Applicant: James Martin

Existing Zoning: R-2 Single-family Dwelling District

Applicable Standards for Review: The Secretary of the Interior's Standards for Historic Rehabilitation

Reviewing Authority: Topeka Landmarks Commission

Council District: #1 – Karen Hiller

If unable to attend, questions may be submitted prior to the meeting. Questions or comments should be sent to:

City of Topeka Planning Department
ATTN: Timothy Paris, Planner II
620 SE Madison Street 3rd Floor
Topeka, Kansas 66607

(785) 368-3728 or tparis@topeka.org



CITY OF TOPEKA

Department of Neighborhood Relations
620 SE Madison Street, 1st Floor, Unit 8
Topeka, Ks 66607-1118

Tel: (785) 368-3711
Fax: (785) 368-2546
www.topeka.org

Tim Paris/Planner II
City of Topeka/Planning Department
620 SE Madison, 3rd Floor
Topeka, KS 66607

June 8, 2016

Dear Mr. Paris:

The City of Topeka Department of Neighborhood Relations (NR) has conducted a review of **1112 SW Western Avenue** pursuant to Section 106 requirements of the National Historic Reservation Act and has determined that no historic properties will be affected by the proposed demolition of the structure.

The historic character of the structure has not been maintained and which has allowed for major deterioration of the housing unit. In addition, this is an unsafe structure. There are numerous examples of similar structures in Topeka that better represent the building characteristics and construction methods of the period represented by this structure. The project is within the 500' boundaries of a historic registered structures; Devon Apartment and 915 SW Munson Avenue. The reasons given above indicate that the demolition of the structure would not have an adverse effect in regard to Section 106 requirements.

The City is considering demolishing the following vacant dilapidated housing unit through the use of the City's Voluntary Demolition Program. We are providing you with the required documentation and ask for your review of the project as described below:

Address: 1112 SW Western Avenue, Topeka, KS 66604

Upon review of the project documentation, NR request notification that your office asks the Landmarks Commission to review and comment on the potential demolition of the structure.

If you need more information please call me at (785) 368-3711 or email rcrqui@topeka.org.

Sincerely,

Renee Criquei

Renee Criquei
Rehabilitation Specialist II

Attachment: Exterior Photo of property and surrounding structures
Shawnee Count Appraisers Form
Historic Zone Map







Shawnee County Appraiser

Parcel ID: 1093103022006000

Information Last Updated: 06/14/16

Quick Ref ID: R26328**Owner Name:** MARTIN JAMES R**Owner Address:** 1112 SW WESTERN AVE TOPEKA KS 66604**Property Address:** 1112 SW WESTERN AVE Topeka 66604**Subdivision:** ORIGINAL TOWN**Zoning:** For zoning information call City of Topeka at (785) 368-3728 or Shawnee County at (785) 291-5410.**Neighborhood:** 170.0 - SW 6TH-HUNTOON, TOPEKA-WASHBURN**Census Tract/School:** West Topeka USD-501*** Property Description:** ORIGINAL TOWN , Lot 370 + , PT WESTERN AVE LTS 370, 372, 374, D AF POB, 3 FT S OF NE COR LT 370, TH S 40(S), W 52(S), N 37(S), E 64(S) TO POB SECTION 31 TOWNSHIP 11 RANGE 16

* Condensed legal desc. ; Do not use for legal purposes.

Instrument Number:	2013R25267	Recorded Date:	12/06/2013		
Section:	31	Township:	11	Range:	16
Block:		Lot:	370 +	Tax Unit:	001

Class: Residential**Land :** 1,140**Improvement :** 730**2016 Appraised Value by Class:** 1,870**2016 Total Appraised Value:** 1,870**2015 Total Appraised Value:** 1,870

Total Assessed Value:	215
Property Value Change:	0.00% NO CHANGE

Shawnee County Appraiser

Parcel ID : 1093103022006000, Card 1 of 1

Property Address: 01112 SW WESTERN AVE 66604

Lot	Size	Sq. Ft. Description	Sq. Ft.
Irregular Lot	039X055		

Total Acres:

Residential Building Characteristics:

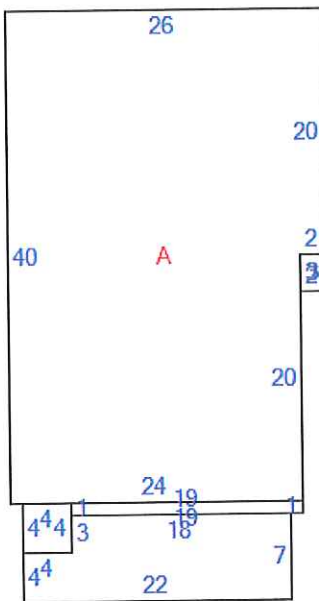
Property Indicator:	Single-family Residence	Year Built:	1910 EST.
Story Height:	2	Year Remodeled:	
Style:	Conversion	Interior Walls:	
Foundation:	Stone	Htg. & Cooling:	Forced Air Furnace
Basement:	Full	Exterior Walls:	Frame, Siding/Shingle
Roof Material:	Composition Shingle		

Const Grade:	AV	CDU:	UN
Physical Condition:	UN	Sq. Ft. Living Area (above grade):	2,029
Ground Floor Area:	1,000	Finished Basement Area:	
Upper Floor Area (%):	102	Rec Room Area:	

Full Baths:	3	Total Rooms:	10	Chimneys:	Living Units:	4
Half Baths:	1	Bedrooms:	3	Fire Place:	Bsmt Garage:	
Total Fixtures:	16	Family Rooms:	1	Prefab Fireplace:		

Parcel ID: 1093103022006000 Card: 01

A - Ground floor living area for 1093103022006000: 1,000



Components

Raised Slab Porch (SF) with Roof	19
Raised Slab Porch (SF) with Roof	142
Enclosed Wood Deck (SF), Solid Wal	16

Date: June 16, 2016

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Project information:

Action Requested: Demolition of the home located at 1112 SW Western Ave.

Name of the Property Owner/Applicant: James Martin

Existing Zoning: R-2 Single-family Dwelling District

Applicable Standards for Review: The Secretary of the Interior's Standards for Historic Rehabilitation

Reviewing Authority: Topeka Landmarks Commission

Council District: #1 – Karen Hiller

If unable to attend, questions may be submitted prior to the meeting. Questions or comments should be sent to:

City of Topeka Planning Department
ATTN: Timothy Paris, Planner II
620 SE Madison Street 3rd Floor
Topeka, Kansas 66607

(785) 368-3728 or tparis@topeka.org

CLGR16-13 By Dept. of Neighborhood Relations





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 18, 2016

DATE:	October 18, 2016	
CONTACT PERSON:	Jason Geier,	DOCUMENT #:
	Administrative Court	
	Judge	
SECOND PARTY/SUBJECT:	Municipal Court Update	PROJECT #:
	and Clean Slate Day	
CATEGORY/SUBCATEGORY	006 Communication / 005 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION for the purpose of providing an overview of the Topeka Municipal Court and the results of "Clean Slate Day."

(Clean Slate Day will take place on October 14, 2016.)

POLICY ISSUE:

This item is for discussion only.

STAFF RECOMMENDATION:

Based on the outside audit of Topeka Municipal Court in 2015, as well as recent recommendations from the U.S. Department of Justice, Judge Geier will give an overview of his observations of the Topeka Municipal Court as well as describe the changes he has made and the changes that will be made in the future. Further, Judge Geier will give an overview and discuss the results of "Clean Slate Day" that will take place on October 14, 2016.

BACKGROUND:

The 2015 audit of the Topeka Municipal Court brought to light several issues that could be of potential concern. Further, several municipal courts across the country fell into unethical practices that came to the attention of the U.S. Department of Justice. Judge Geier reviewed information from both of the sources and conducted his own investigation. He then proceeded to enact changes based upon his research. Further, Judge Geier observed what he believed an unacceptable number of citizens failing to attend court at their scheduled times. Judge Geier again researched the issue, and with the assistance of the legal department and the Department of Neighborhood Relations, developed the idea of "Clean Slate Day" to attempt to help solve this problem.

BUDGETARY IMPACT:

Not Applicable

SOURCE OF FUNDING:

Not Applicable

If this Development Agreement with The Historic Jayhawk Theatre is approved, transient guest tax (TGT) funding in the total amount of \$680,000.00 would become available in 2016, and be distributed in accordance with the terms of the Development Agreement over the course of the next twelve (12) years.

SOURCE OF FUNDING:

Transient Guest Tax funds

ATTACHMENTS:

Description

Development Agreement

Exhibit A (part one)

Business Plan

CITY OF TOPEKA CONTRACT NO. _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is hereby made and entered into this ____ day of _____, 2016, by and between the City of Topeka, a duly organized municipal corporation (hereinafter referred to as the "City") and the Historic Jayhawk Theatre, Inc., a not-for-profit corporation (hereinafter referred to as the "Grantee").

WHEREAS, transient guest taxes (hereinafter referred to as "TGT") may be imposed on individuals who occupy hotel and motel rooms for short durations; and

WHEREAS, the funds generated by the TGT may be used for convention and tourism activities and to promote the general welfare of the City, including the attraction of industry; and

WHEREAS, the City currently imposes a Seven Percent (7%) TGT; and

WHEREAS, on August 30, 2003, the governing body of the City of Topeka (hereinafter "Governing Body"), via Resolution No. 7253, allocated One Percent (1%) of the TGT for a period of Thirteen (13) years for projects that enhance the rich historical heritage of the City and the development of the Great Overland Station, including Riverfront Park; and

WHEREAS, the Governing Body desires to extend this allocation of One Percent (1%) for an additional Twelve (12) years to serve as a funding source for projects that will enhance tourism by putting more heads on beds and delivering a quantifiable return on the City's investment; and

WHEREAS, the City's Transient Guest Tax Committee (hereinafter "TGT Committee"), consisting of Council Members Coen, Jensen and Schwartz, appointed a review board for the purpose of conducting a review of the various applications submitted and recommending which projects should receive TGT funds; and

WHEREAS, the review board, comprised of City staff and representatives from the convention and tourism industry, met on several occasions and presented its recommendations to the TGT Committee; and

WHEREAS, on August 19, 2015, the TGT Committee adopted the review board's recommendation to allocate the anticipated funding – *approximately* Four Million Seven Hundred Thousand Dollars (\$4,700,000.00) from January 1, 2016 through December 31, 2027 – for four projects; and

WHEREAS, the Historic Jayhawk Theatre was one of the projects selected by the review board to receive TGT funds; and

WHEREAS, on October 20, 2015, the Governing Body allocated Six Hundred Eighty-Thousand Dollars (\$680,000.00) over a period of twelve (12) years to provide funding subject to the terms and conditions contained in Resolution No. 8731 and a development agreement to be subsequently approved by the Governing Body; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of specifying the rights and responsibilities relating to the project and the corresponding disbursement of TGT funds; in accordance with the specific requirements set forth herein, Resolution No. 8731 and any applicable provisions of the Topeka Municipal Code.

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

1. Funding Allocation; Distribution and Use. Subject to the terms and conditions contained in this Agreement and Resolution No. 8731, the City will allocate the total amount of Six Hundred Eighty Thousand Dollars (\$680,000.00), (hereinafter "Allocated Funds") for the project known as the "Historic Jayhawk Theatre," a 501c3 non-profit, all-volunteer organization dedicated to restoration of the theatre, hereinafter ("Project"). Said Project is more fully described in the supporting documentation submitted by the Grantee, (hereinafter "Project Documents"), which are attached hereto as Exhibit A and incorporated herein by reference. Upon approval of the annual budget by the Governing Body, the City's chief financial officer (or his/her designee) will determine the appropriate amount based upon estimated revenues.

(a) Use. The Allocated Funds will be categorized as either a Pre-Development Phase Allocation or Construction Phase Allocation, and can only be used as more specifically set out below:

(i) Pre-Development Phase. The Grantee may use no more than ten percent (10%) of the Allocated Funds, Sixty-Eight Thousand Dollars (\$68,000.00), for the Pre-Development Phase of the Project, as more specifically described in **Exhibit A**, (which is attached hereto and incorporated herein by reference). The Pre-Construction Phase of the Project will encompass a one-year period of time (beginning the date upon which this Agreement is fully executed) and will consist, generally, of the following:

- Eight Thousand Dollars (\$8,000.00) to cover the costs associated with architectural drawings and marketing materials. More specifically, to retain the services of an architectural design professional who will assist with preparing the schematic and design development documents that will be used as part of the marketing materials/fundraising effort.
- Sixty Thousand Dollars (\$60,000.00) to compensate an individual who will serve in the capacity of Executive Director of the Historic Jayhawk Theatre and who will be charged with conducting a capital campaign with a four-year goal of raising Three Million Five Hundred Thousand Dollars (\$3,500,000.00) in private funds; (One Million Dollars (\$1,000,000.00) of this total amount during the first twenty-four (24) months). The Executive Director shall be competent to manage the Construction Phase of the Project and develop appropriate operating and marketing plans.
- It is anticipated that the entire amount of Allocated Funds to be used for the Pre-Construction Phase of the Project ((Sixty-Eight Thousand Dollars (\$68,000.00))), as more specifically described above, will be withdrawn before the Grantee is in a position to proceed with the next phase (Construction Phase) of the Project.

(ii) Construction Phase. The Grantee shall use the remaining ninety percent (90%) of the Allocated Funds, Six Hundred Twelve

Thousand Dollars (\$612,000.00), for the bricks and mortar part of the Project (hereinafter referred to as the “Construction Phase” and more specifically described in **Exhibit A**, which is attached hereto and incorporated herein by reference). The Construction Phase of the Project will encompass an eleven (11)-year period of time and will consist, generally, of the following:

- One Hundred Fifty-Five Thousand Dollars (\$155,000.00) to cover the costs associated with construction of the second (Jackson Street) Marquee.
- Four Hundred Fifty-Seven Thousand Dollars (\$457,000.00) to secure grants for permanent, smaller-scope projects including: HVAC, restoration of the original (“Jayhawk”) Marquee neon and steel letters; a restored ticket booth; and associated architectural fees.

The Grantee shall use the Allocated Funds only for the Project. Any changes to the scope of the Project pertaining to the use of Allocated Funds shall be approved by City Manager, or his/her designee.

(iii) Reporting. In order to ensure that the Allocated Funds are used only for the Project, and as specified in this Agreement, the Grantee shall provide quarterly progress reports to the Director of Finance and Administrative Services, or his/her designee, in a form acceptable to the City, identifying the manner in which the Allocated Funds (both the Preliminary Development Component, as well as the Physical

Component) are being expended toward completion of the Project. Said reports must be submitted quarterly (prior to each quarterly distribution), until either the Project has been completed or the Allocated Funds have been depleted, whichever occurs first. The City reserves the right to audit financial documents relative to the Project at any time during this Agreement and to request reimbursement for expenditures determined to be improper, unauthorized or unsubstantiated. The City shall have sole authority in this regard and shall base its decision upon reports submitted or, in the alternative, the absence of documents to substantiate expenditures.

(b) Distribution. The Allocated Funds will be distributed over a twelve (12)-year period, beginning in fiscal year 2016 and continuing through fiscal year 2027, or until the maximum expenditure amount of Six Hundred Eighty Thousand Dollars (\$680,000.00) has been met; whichever is earlier. The Allocated Funds will be distributed quarterly based upon the *approximate* percentage of allocation approved by the TGT Committee; around Fourteen Percent (14%); the funds designated for the Pre-Development Phase will be distributed beginning in April 2016, and the funds designated for the Construction Phase will be distributed upon the “Grantee’s Qualification for Funding.”

(i) Distribution of the Allocated Funds needed for the Pre-Development Phase of the Project will be made quarterly (if/as funds are available) upon the Grantee’s submittal of its quarterly progress report, more specifically referenced in section 1(a)(iii) above; up to a maximum

distribution of Sixty-Eight Thousand Dollars (\$68,000.00).

(ii) Initial distribution of the Allocated Funds needed for the Construction Phase of the Project will be *wholly contingent* upon documentation confirming that a sufficient portion of the Grantee's private funding, as more specifically referenced in the Project Budget, (see **Exhibit A**, Project Documents), has been/will be received; that the Grantee has provided a Project Design and Construction Timeline in accordance with Section 2 below; and that the Grantee has provided an acceptable Operating Plan in accordance with Section 3 below. *The Director of Finance and Administrative Services shall have sole discretion in determining whether or not said documentation is acceptable.*

When the City has determined that the Grantee is entitled to begin receiving the Allocated Funds needed to fund the Construction Phase of the Project, it shall notify the Grantee in writing and the same shall be considered "Grantee's Qualification for Funding;" provided, however, that the City will be entitled to issue a separate "Qualification for Funding" document for each stage of the Construction phase of the Project, which may include construction of the second (Jackson Street) Marquee, installation of new glass windows and doors in the gathering space; restoration of the projection booth; HVAC in the gathering space; restoration of the original ("Jayhawk") Marquee neon and street letters; construction of a new ticket booth; and associated architectural fees.

2. **Project Design and Construction; Timeline.** Continuing distribution of the Allocated Funds needed to complete the Construction Phase of the Project will be *wholly contingent* upon the Grantee's *ongoing compliance* with the Project Budget, as well as the construction phases established in the Project design and construction documents, including documentation demonstrating that the Project is on schedule and/or proceeding in a timely manner considering all of the facts and circumstances involved (see **Exhibit A**, "Project Documents"). The Grantee will provide design and construction documents for the Project to the Director of Finance and Administrative Services *prior* to the Grantee's Qualification for Funding as described in Section 1(b)(ii) above.

3. **Project Operating Plan; Economic Benefits, Impact.** Continuing distribution of the Allocated Funds needed for the Construction Phase of the Project will be *wholly contingent* upon the Grantee's submission of, and subsequent compliance with, an operating plan for the Project, identifying the Project's tourism support strategy, budget and the anticipated economic impact of the Project, as well as documentation demonstrating that the Project is being operated in a manner geared toward generating an economic benefit to the community considering all of the facts and circumstances involved (see Exhibit A, Project Documents). The Grantee will provide the operating plan to the City Manager, or his/her designee, *prior* to the Grantee's Qualification for Funding as described in Section 1(b)(ii) above.

4. **Independent Auditor's Report.** Upon request by the Governing Body, the Grantee shall provide to the City an independent auditor's report covering the period of this Agreement. The cost of such an audit shall be borne by the Project.

5. Inspection and Audit of Grantee's Records. The City, through its authorized agents, shall be entitled to inspect and audit the books and records of the Grantee related to the Project for compliance with the terms of this Agreement. The Grantee shall cooperate fully with all such inspection and audit requests.

6. Project Completion. The Grantee shall complete the Project within no later than twelve years following the date of execution of this Agreement. Any request for an extension of time shall be submitted to the City Manager, who shall submit the request to the TGT Committee. The TGT Committee, after providing the Grantee with the opportunity to be heard, will make a recommendation to the Governing Body as to whether or not to grant or deny the request for extension with or without conditions; although requests shall not be denied unless for good cause.

7. Termination; Repayment of Allocated Funds.

(a) Subject to any extension granted pursuant to Section 6 above, this Agreement shall terminate upon the earliest of: the Grantee's completion of the Project and submission of all reports required by the City; or effective January 1, 2028; or if the Grantee fails to comply with any terms contained in Resolution 8731, or any of the terms of this Agreement.

(b) The City may require the Grantee to repay all or any portion of the Allocated Funds if any of the following occurs: (i) Expenditures are determined to be improper, unauthorized or unsubstantiated; (ii) the Grantee fails to allow inspection and audit of Project records in accordance with the terms of this Agreement; (iii) the Project is not completed within the time period provided in this Agreement and no extensions of time are granted; (iv) the Grantee fails to

provide City staff with access for purposes of inspecting the work being done on the Project that is the subject of this Agreement; (v) the Grantee does not comply with applicable building codes, including the securing of any permits required by ordinance; and/or (vi) the Grantee fails to comply with this Agreement.

8. Open to Public; City Participation Noted. Upon completion of the Project funded pursuant to this Agreement, the Grantee shall ensure that the Project is open to the public on a regularly scheduled basis. This requirement shall survive the termination of the Agreement. Any reports, brochures, advertisements and/or news releases shall recognize the participation of the City in providing funding.

9. Compliance with State and Local Laws. The Grantee shall comply with all applicable City ordinances and state laws and shall secure all appropriate permits. The Grantee shall allow access to City staff to inspect the work that is the subject of this Agreement.

10. Indemnification. The City and its officers, agents and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the Project. The Grantee agrees to fully and completely indemnify, release, defend and hold the City, its officers, agents and employees, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings, including attorney fees, by any person, including Grantee, its agents and employees, arising from personal injury, death or real or personal property damage, from any cause whatsoever, in whole or in part, arising out of this Agreement or the activities completed hereunder. The Grantee agrees to indemnify, hold the City

harmless and defend City from any and all claims, causes of action and damages of every kind arising from the operations and activities of the Grantee, its officers, agents and employees, carried out in furtherance of this Agreement. This indemnification and hold harmless shall not include the sole negligence or willful misconduct of the City, its officers, agents and employees.

11. Insurance.

(a) The Grantee shall carry commercial general liability in the amount of one million dollars (\$1,000,000.00), commencing no later than the date on which the Grantee begins any work to be completed as part of the Construction Phase of the Project, (as more specifically set forth in Section 2 above). The insurance company/broker providing said insurance policy must have an A.M. BEST rating of A or better; and “claims made” policies will not be acceptable. The Grantee must ensure that all insurance certificates specify the name and address of the issuing insurance company/broker and are filed with the Contracts and Procurement Division.

(b) The Grantee shall also furnish, at its own expense, evidence of a satisfactory workers’ compensation insurance policy covering all of the Grantee’s employees to the statutory limit commencing no later than the date on which the Grantee begins any work to be completed as part of the Construction Phase of the Project, (as more specifically set forth in Section 2 above). If the Grantee is not required to maintain workers’ compensation insurance, the Grantee shall sign an agreement indemnifying the City from any and all liability which may arise as a result of the Grantee’s failure to secure workers’ compensation coverage.

(c) Should any insurance policy be cancelled, the Grantee shall ensure that the City receives written notice within thirty (30) days prior to the effective date of such cancellation. A certificate of liability insurance demonstrating compliance with this section shall be provided prior to execution of this Agreement by the City.

12. Debts to City; Secretary of State Certification. The Grantee shall not owe any debt due to the City, including, but not limited to, property taxes and special assessments. The Grantee shall be in good standing with the Kansas Secretary of State and shall submit a certificate from the Secretary of State as evidence of this status.

13. No Joint Venture; Independent Grantee. Nothing herein contained shall be construed or held to make the City a partner, a member of a joint venture or associate of the Grantee in the conduct of the Project, nor shall either party be deemed the agent of the other. It is expressly understood and agreed that the relationship between the parties hereto is, and shall at all times remain, contractual as provided by the terms and conditions of this Agreement.

14. Discrimination. The Grantee shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability or national origin. The Grantee shall take affirmative action to ensure that employees, applicants for employment, recipients of service and applicants to receive or provide service are treated equally and fairly without regard to their race, color, religion, sex, age, disability or national origin, as provided for by law. The Grantee shall, in all solicitations or

advertisements for employees or for services placed by or on behalf of the Grantee, state that all applicants shall receive consideration for employment or services without regard to race, color, religion, sex, age, disability or national origin, as provided for by law.

15. ADA Compliance. The Grantee shall comply with Title II of the Americans with Disabilities Act (ADA) and the implementing regulations of 28 C.F.R. Part 35 as to all of its facilities and programs. If at any time during the term of this Agreement, the City determines that the Grantee is not in compliance, the City shall issue a notice of non-compliance and the Grantee shall have ninety (90) days to cure the non-compliance. If the Grantee remains in non-compliance after the cure period, the City may terminate this Agreement and require reimbursement of all Allocated Funds.

16. Assignment; Transfer. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation; provided, however, that claims for money due or that become due to the Grantee under this Agreement may be assigned to a bank, trust company or other financial institution upon written consent of the City thereto.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties, supersedes any and all prior agreements between the parties and neither party shall rely upon any verbal representations, either express or implied, not specifically stated herein. This Agreement shall not be amended or modified except by written agreement of both parties.

18. Availability of Funds. The parties to this Agreement understand that Allocated Funds are subject to the Budget and Cash Basis laws and that the amount of Allocated Funds may be reduced to correspond to lower-than-expected Transient Guest Tax revenues and require annual appropriation.

19. Good Standing. The Grantee is a 501(c)(3) nonprofit entity. The Grantee represents that it is and will remain in good standing with the Kansas Secretary of State and that it has all requisite power and authority to enter into and perform this Agreement.

20. Representations and Authority. By signing this Agreement, the members, officers, managers, agents and representatives of the Grantee who have executed and delivered this Agreement and who may execute and deliver any other documents, instruments and agreements or perform any acts or deeds in connection with the transactions contemplated by this Agreement, represent that they have been and will remain duly authorized and empowered to do so on behalf of the Grantee, and the Grantee will be bound thereby. This Agreement will not be considered accepted, approved or otherwise effective until the legally required signatures and approvals have been given.

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

CITY OF TOPEKA, KANSAS

Douglas Gerber, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

ATTEST:

Brenda Younger, City Clerk

HISTORIC JAYHAWK THEATRE, INC.

(Name and Title)

ATTEST:

(Name and Title)

Exhibit A

I. Historic Landmark

The Historic Jayhawk Theatre is ninety (90) years old and is on the National Register of Historic Places. For years, the Historic Jayhawk Theatre served as a popular movie house and entertainment venue that helped launch the career of burlesque performer Gypsy Rose Lee, fueled the popularity of Bob Hope and other vaudeville veterans and featured uniformed ushers and usherettes strolling the aisles. With plaster sunflowers and Jayhawks lining the arch and the Goddess of Agriculture gazing over the audience, the state-of-the-art theater built in 1926 was Topeka's premier destination. However, when the White Lakes Mall opened in 1976 and newer theaters brought competition, the Jayhawk Theatre's entertainment era ended.

II. Project Summary/General Development Plan

The goal of the Project is to restore the Historic Jayhawk Theatre ("HJT") as a first-class live event and film venue that will serve as an attractive, sought-after tourist destination that can be sustained in the many years to come. The Project consists of improving the main Theatre space (a 900 seat venue), as well as an adjacent 4,700 square foot space that will be used as a gathering area, entertainment, technical and administrative support area. The 13 member, all volunteer board includes 4 who own historic properties in downtown Topeka, and all four have experience in restoration of historic projects. One board member is an experienced contractor/builder with extensive experience throughout the United States. 5 board members are small business owners.

As part of our development plan, the HJT intends to retain the services of an Executive Director who will focus, full-time, on fundraising and marketing the Project to private donors, as well as obtaining an additional \$3.5 million in historic state and federal tax credits. The TGT funds, combined with these private donations and tax credits, will allow the HJT to break ground by 2019, and become operational by 2022. We are planning to ensure that we continue to offer events, and will remain open and available for tours and events as much as possible along the way. In order to ensure the HJT's

long-term care, there are plans to establish an endowment fund with \$800,000 to be used for future maintenance and repair. (TGT funds will NOT be used for this purpose).

III. Allocated (Transient Guest Tax) Funds

The Allocated Funds are to be distributed in two parts:

(1) The Pre-Development Phase

(2) The Construction Phase

A. Pre-Development Phase - TGT Allocation year 1: \$68,000

ARCHITECTURAL PLANS: \$8,000

Includes costs associated with retaining a design professional to prepare schematic and design development and marketing documents.

EXECUTIVE/DEVELOPMENT DIRECTOR COMPENSATION: \$60,000

The Executive Director (ED) will be hired on a contract basis, with no payroll taxes, unemployment insurance and other regular payroll costs included. The main role of the ED will be to conduct fundraising. Within the first six months of the allocation period and upon completion of schematic and design development and marketing documents, which will demonstrate our progress to public and private donors, the ED will begin a capital campaign with a goal of raising \$3,500,000 (\$1,000,000 of that amount to be raised in 24 months maximum). These private funds will be used to fund big ticket construction items in the main theatre such as HVAC, mechanical and fire sprinkling portion of the Project. All TGT funds will be targeted for tourism enhancing projects, mainly in the 4,700 sq. Ft. gathering space, to allow us to continue to offer programming of live music, films and events, while the main theatre is under construction. ALL spending decisions will be made with careful consideration of the most efficient and economical approach to the construction timeline, including how they impact Historic Tax Credits.

B. Construction Phase; Timeline and Operating Plan

Once finalized, a Design and Construction Timeline and Operating Plan will be added to this Exhibit A prior to the Grantee's Qualification for Funding, which is required prior to the Grantee being able to receive any portion of the funding associated with the Construction Phase of the Project. [See Section 1(b)(ii) above.] However, preliminary information is provided below:

1. *Construction Phase 1 - TGT Allocation years 2, 3 and 4.* During allocation years 5-8, we will set aside 80% of the quarterly TGT allocations, or \$11,333 per quarter, in a separate account. $\$11,333 \times 4 = \$45,331$ per year. We will allow these funds to accumulate for 3 years to be used to fund approximately 90% the 2nd marquee to be built and installed at that time. The remaining 20% of the quarterly allocations, or \$2,833, will be used for soft costs, including architectural and engineering costs related to construction in the gathering space that accumulate along the way.

2. *Construction Phase 2 - TGT Allocation years 5-8.* During allocation years 5-8, we anticipate using the allocations for a combination of grant matching and other "one-off" projects as deemed necessary. This may include catering kitchen (\$50,000), restoring the display cases along the Jayhawk Walk for use as a future Kansas Film History museum (\$25,000) and will fund final design elements for the gathering space (\$150,000).

3. *Construction Phase 3 - TGT Allocation years 9-12.* During allocation years 9-12, we anticipate the theatre and gathering space will have been operational for a few years, but perhaps without all facility support areas completed. We intend to utilize these funds to pay for development and remodeling of these areas to enhance the functionality of the gathering space. These small scope projects will be determined as the project directors and architect see fit.

*Please refer to HJT business plan for construction and operating budget Information.

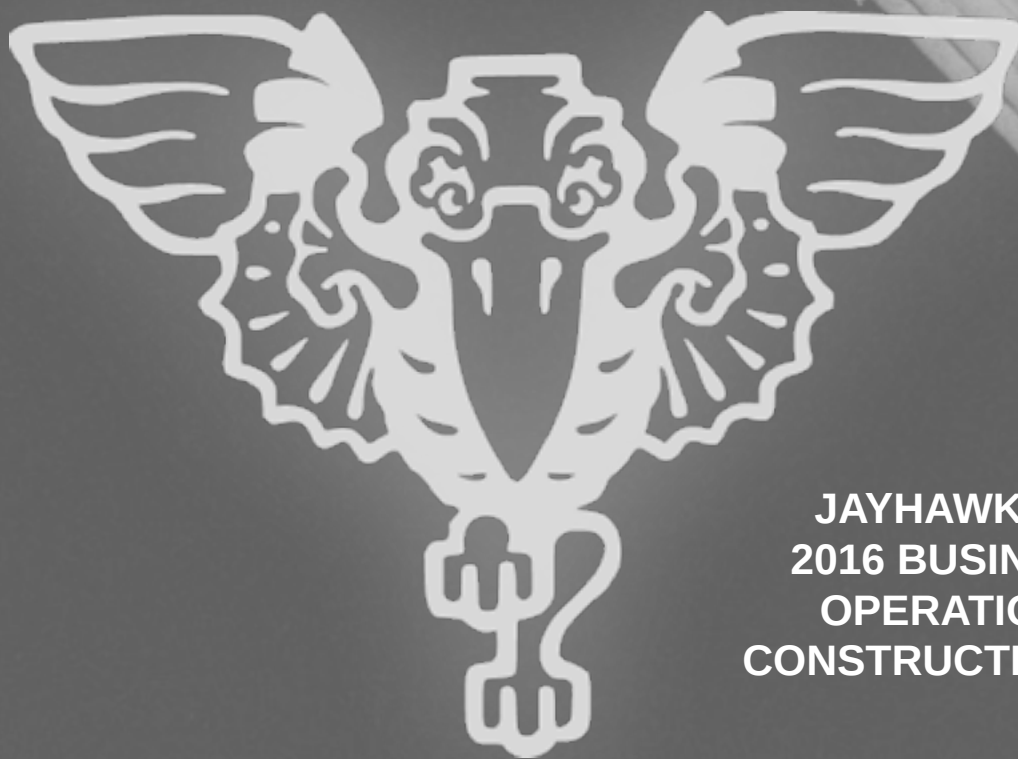
IV. Economic Development/Tourism

The HJT Project is a complex and challenging one: The goal is to preserve a ninety-year old historic structure, while at the same time create a modern 900 seat film and live entertainment venue. Comprehensive work will need to occur, starting from the ground up; comprehensive painting and plaster work; installation of complete electrical and mechanical systems and setting up modern technical hardware and software systems; to ensure that the end-result will be a state-of-the-art theatre that will attract a diverse audience from across Kansas and the surrounding region for many years to come. Located at 720 S. Kansas Avenue, the HJT will be the spark that downtown Topeka needs to generate an authentic nightlife, with retail and dining options nearby.

The HJT will offer tourists a truly unique experience through diverse programming that will include live music, dance, film and special events. This means HJT guests can expect something new and enriching during each and every visit. In addition, part of HJT's strategic plan is to market throughout the State of Kansas to ensure "top-of-mind" awareness. This means people who visit Topeka for business or pleasure can plan on catching a movie or live show, and perhaps even make a decision to extend their stay. It is anticipated that the HJT will attract over 60,000 visitors each year, mostly to after-hours events. We also believe that the Topeka Performing Arts Center will benefit by our ability to help brand downtown Topeka as a credible entertainment destination. Our programming strategy will be seen as an excellent 900 seat complement to the 2,400-seat TPAC venue.

The City of Topeka has invested over \$5 million in the Kansas Avenue renovation and private partners have raised over \$3.5 million to construct various pocket parks and other enhancements – and as of this writing, private investments total over \$70 million. Adding an historic theater to the "downtown mix" will go a long way toward making Topeka a preferred entertainment destination. Event planners will be able to include the HJT as one of many entertainment amenities available for those visiting Topeka from out-of-town to attend conferences and other occasions. In addition, businesses seeking to relocate will take a closer look at Topeka – and those businesses must recruit

qualified employees who will want reasons to make Topeka their home. Coordinating efforts to develop an outdoor plaza, renovate Constitution Hall, improve Riverfront Park and address other attractions located within or near downtown is crucial. The Historic Jayhawk Theatre will serve as a focal point for downtown and will be a significant source of pride for generations to come.



**JAYHAWK THEATRE
2016 BUSINESS PLAN,
OPERATIONAL AND
CONSTRUCTION BUDGETS**

EXECUTIVE SUMMARY

This place has such a grand history. So many tell us they still remember the smell of the popcorn and the flickering images on that silver screen so many years ago. To a person, they ALL love the The Official State Theatre of Kansas, the Historic Jayhawk Theatre.

The Jayhawk Theatre was a big part of tens of thousands of Topekan's lives from its very start in 1926. For decades, Downtown in the Capitol city was a vibrant shopping and dining area. But in the 1960's, shopping malls and modern movie theaters were built to the south and west, and downtown business faded. In 1976, the marquee lights went dark and the projectors went silent. She sat, neglected, dusty and forgotten. Then, in 1974, she was saved from the wrecking ball by some generous local volunteers dedicated to getting the doors open again. In 1994, Jim and Nancy Parrish donated the Theatre to the board of directors. But, progress was slow.

Today, the winds have changed and downtown is gaining momentum. It has now become a recognized historic district allowing investors to use Historic Tax Credits. A newly revitalized Kansas Avenue and tens of millions of dollars by local investors are destined to make Downtown Topeka something all Kansans can be proud of.

The Jayhawk Theatre is poised to make substantial progress toward our goal of restoring this magnificent Theatre into a state of the art movie and live performance venue. We will celebrate its 90th birthday in 2016, and we cannot think of a better gift than to raise the funds so we can begin the restoration.

Historic Jayhawk Theatre, Inc. is a 501c3 corporation, with an all volunteer board of directors. Our mission statement reminds us that we... "will enhance the cultural arts, business and education of the citizens of Kansas. The Jayhawk State Theatre of Kansas will celebrate Topeka's rich entertainment past and enhance downtown Topeka and provide a venue for cultural arts, business and education activities".

The restoration budget is \$8 million. Nearly half of that is already raised in the form of federal and state historic tax credits. In 2015 and 2016, we raised over \$800,000 in donations, grants and Transient Guest Tax dollars which were awarded by the city. We have also identified roughly \$500,000 in grants to immediately pursue during the first construction phase. In essence, we need to raise \$2 million to begin construction.

This business plan has been developed through careful data collection and analysis, historical research, and business information derived from local, state and national entities. Information came from theater operators, arts professionals, business associations, public planning and corporate business professionals. Data collection was derived from: local, state and national chambers of commerce; business planning and development organizations; U.S. Census Bureau; University research centers; City of Topeka; County governments; architect and engineering firms; state and national theaters.

Research also included entertainment and meeting venues in Topeka, around Kansas and select US communities. This information assisted in analyzing the viability of The Jayhawk, and the success and failures of similar projects.

To determine facility usage, theater surveys were conducted, including information from facilities and cultural arts related groups within a 65-mile radius of Topeka. This included past, present and projected uses of facilities and activities by private entities, not-for-profits and government agencies.



OUR VISION

We intend to carefully restore the Jayhawk into a modern, functional and attractive 900 seat venue that will make Topeka and the state of Kansas proud. We will develop all types of film programming. We will also strive to create a space for the best live entertainment and event space in the area. Designed with the best acoustics, projection and custom designed sound systems available, the Jayhawk Theatre will be a real gem for decades to come and a great feature of our newly renovated downtown.

We have been hard at work, building business relationships in the community; improving our marketing, PR and volunteer efforts; strengthening our board leadership; developing fundraising plans so the construction can begin. We have also been working on ways to connect the theatre to the community. Here are just some of the initiatives our board has proposed:

- A plan to hire an Executive Director to manage the project
- Programs to serve all Topekans by being a true community theatre.
- SilverScreens - A sponsor coordinated plan to host quarterly movies for homeless families
- Creating a PT's Coffee coffee bar in the promenade that will serve espresso drinks, craft beers and wine.
- Modern seating with cupholders
- A design that allows maximum flexibility
- A 60' x 60' solar array on the roof to generate electricity
- SolarKorn popcorn. Grown in Kansas and popped by the sun.
- Senior movie matinees during the week
- Saturday afternoon children's movie matinees
- Annual Shakespeare Festival in cooperation with TCT
- Hosting the Kansas Silent Film Festival
- Hosting the Topeka Jazz Workshop
- Live Blues festival in conjunction with Uncle Bo's Blues Bar
- An emphasis on booking local music, vocal and dance talent

BOARD OF DIRECTORS

The Jayhawk is a non-profit association governed by a volunteer Board of Directors. Through the years, Board members have represented almost all geographic areas of Topeka and Shawnee County.

The Board meets on a monthly basis, and all meetings are open to the public. The Board also has various committees it has commissioned which meet throughout the year. The committees consist of Board members and interested members of the community with skills to share.

The Board is always actively recruiting new members to the Board of Directors and its committees, with an emphasis on individuals who will actively assist in fundraising.

ECONOMIC IMPACT

- Restoration of The Jayhawk should add a three-year direct impact of approximately \$1.5 million per year or \$4.5 million over a three-year period.
- Restored theatres are recognized nationwide as a key factor in successful downtown economic impact development. Communities that have restored old theatres, including those in Kansas, have seen new businesses, new jobs and an increased tax base in the area of the restoration.
- Historic restoration makes the best use of existing, previously paid for, urban infrastructure.

A BRIEF HISTORY

August 1926 — E.H. Crosby, of the Crosby Brothers Company, opens the Jayhawk Theatre. Construction cost: \$750,000 to \$1,000,000.

Topeka architect Thomas W. Williamson was the architect of record and the Boller Brothers, noted theatre designers from Kansas City, were responsible for the design. The brothers used The Jayhawk as a prototype for more than 300 theatres they designed. The domed ceiling, proscenium arch, side floor exits and a balcony not supported by columns were features the Boller Brothers used in many designs. Elements such as air conditioning and a steel and concrete structure made The Jayhawk unique and a forerunner of its day.

1953 — 20×40 feet Cinemascope screen was added for 3-D and regular films.

1974 — Theatre placed on the national register of historic places.

May 1976 — Curtain closed on The Jayhawk after half a century of entertainment.

1982 — The Hotel Jayhawk closed shortly after the theatre and was renovated into Jayhawk Tower in 1982 and the theatre was cordoned off.

1992 — Jayhawk Theatre donated by Jim and Nancy Parrish.

January 1993 — Rev. Richard Taylor stepped forward to save The Jayhawk. Through his efforts, Historic Jayhawk Theatre, Inc. was formed as a non-profit corporation.

1994 — Jim and Nancy Parrish donated the Theatre to the board

1996 — For the first time in 25 years, people were allowed to tour the facility.

1997 — Portion of the Commonwealth Building was donated to the project.

2007 — The Upstage Gallery at the Jayhawk Theatre opens.

HISTORICAL TIDBITS

- The Jayhawk was a movie and vaudeville Palace, loved for its unique-for-the-time air conditioning.
- Gypsy Rose Lee, Bob Hope, George Burns and Marilyn Maye were early performers at the theatre.
- WIBW radio, one of the oldest stations in the United States and still operational today, aired its first broadcasts from The Jayhawk in 1927.
- Alf Landon spoke to the Republican party from the stage as he accepted the 1936 Presidential nomination.
- The Jayhawks that line the theatre were individually hand carved in place on the arch.

PHYSICAL ATTRIBUTES

All property is secured and ready for restoration.

The Jayhawk Theatre is located at 7th and Jackson Street in downtown Topeka. The site is one block north of the Kansas Capitol Building.

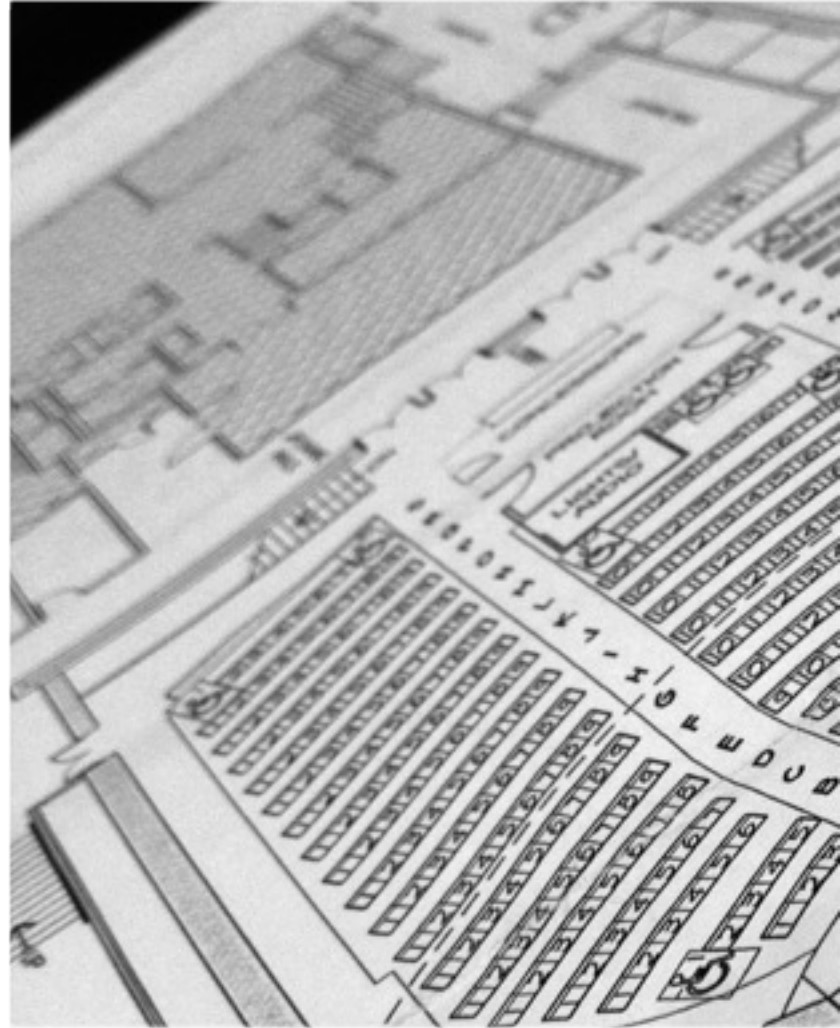
On the east, the Jayhawk's wall is on the north-south alley. On the north, it's attached to Jayhawk Tower, formerly a hotel. The former screening room of the theater was inside the hotel and is now part of the theatre property.

On the west, the theatre abuts the Jayhawk Walk, which connects the theatre with Jayhawk Tower and the theatre offices. The north ticket office of the theatre is near the 7th street entrance. On the south, the theatre abuts the Commonwealth Building. The theatre offices and Upstage Gallery are located within a portion of this space, owned by Historic Jayhawk Theatre, Inc.

Adjacent to the south of the Jayhawk Walk, 5,000 square feet is owned by the theatre and will be utilized as the lobby, entrance, ticket and administrative offices, restrooms, dressing rooms, break out spaces, catering kitchen and Gift Shop.

The theatre will lend itself to all styles of performance, from dance to plays and musicals to concerts and lectures. The restored stage will have the support area it needs to accommodate any performance with plenty of space for dressing rooms, make-up areas, set construction, storage and a green room. Before it closed, the theatre had

marquees on the 7th Street entrance and above the Jackson Street Jayhawk Walk door. The plan is to replace these marquees to look as they originally did but with modern LED technology and programability, providing the theatre high visibility and downtown with a true theatre feel.



TOPEKA, KANSAS

Founded in the 1857, Topeka lies on sandy loam river bottomland where Native Americans resided for years on the Kansas River. Among the first settlers were three French-Canadian (Pappan) brothers. They married three sister from the Kanza Tribe and established a river ferry in 1842. A grandson from one of the marriages was Charles Curtis, the only Vice- President of the United States of Native American descent. (Curtis served with Pres. Herbert Hoover from 1929 to 1933.)

Because the Oregon Trail crossed the river at Topeka, ferry services prospered. Railroads played a key role in Topeka's development. The Burlington Northern Santa Fe still has one of the largest railroad shops in the world in Topeka. The City was incorporated with Cyrus K. Holliday serving as the first Mayor. Holliday donated a tract of land to the state for the construction of a state capitol.

Topeka has a proud show business history. In the late 1800's, Topeka was one of the last stops travelers could relax and enjoy a little big city entertainment before heading west to Denver. The Roaring 20's brought even more cultural events to the city. Vaudeville performers loved The Jayhawk for its enthusiastic crowds and innovative air conditioning system. By 1931, Topeka developed a thriving movie-going scene with 31 theatres.

Topeka is the home of one of the first million-dollar high schools - Topeka High School. Topeka is also home of the Brown V. Board of Education National Historic Site, designated to commemorate the landmark Supreme Court decision of May 17, 1954, which ended segregation in public schools. Topeka's Monroe School, the all-black school cited in Brown V. Board of Education, is a national park detailing the court case and the integral role of the Brown decision in the Civil Rights Movement.

Reinisch Rose Garden at Gage Park contains more than 400 varieties of roses, totaling more than 6,000 bushes. The garden is one of only 23 official All-American Rose Selection (AARS) Test Gardens in the country. Lake Shawnee in southeast Topeka is the location of the first and only fully staked 400-meter dash rowing course in the world. Lake Shawnee is host to the annual Great Plains Rowing Championships and has hosted the American Rowing National Championships.

The Jayhawk is significant in the life of Gypsy Rose Lee. She was part of a family vaudeville act, "Dainty June and the Newsboys". After a final performance of a Topeka run, June ran off with another cast member to get married. Mama Rose, mother and manager, closed the act and dispersed the cast. She and daughter Louise (Gypsy Rose Lee) reworked the show with Louise as star of an all-girl cast to avoid future dating entanglements. Eventually, Louise went from vaudeville star to burlesque queen and took the name Gypsy Rose Lee.

Washburn University, the only municipally owned university in the country, is in Topeka. Over 6,652 students are enrolled in Washburn's 200 programs leading to certification or associate, bachelors, master's and jurist doctor degrees.

Topeka is home for the world headquarters of Payless Shoe Source, the largest family footwear chain in North America. Topeka is also home to many financial services companies and Corporate headquarters for Hill's Pet Nutrition. Topeka's Goodyear Tire & Rubber Co. plant is the world's largest producer of earthmover tires and the corporation's sole North American manufacturer of earthmover tires for mining and construction operations.

TOPEKA DEMOGRAPHICS

According to the recent census, the Topeka Metro population is more than 229,619 people. Effective Buying Income (EBI) in a community is an important factor in examining the viability of a project. EBI is defined as "disposable" or "after-tax" income. The total EBI of Topeka and surrounding areas that commute to the city is more than \$4 million annually, according to the U.S. The 2013 median household income in Topeka was \$50,150. As a state, Kansas ranks 26th in the nation in median household income, with a median of \$48,964.

TOPEKA METROPOLITAN STATISTICAL AREA

Along with Shawnee County, the counties of Jackson, Jefferson, Osage and Wabaunsee are often included in some statistical analysis of Topeka. This is because it has been determined individuals in these counties commute to Topeka for work, entertainment and to shop. The population of these areas will attend events at The Jayhawk and use the facilities. For that reason, this Business Plan includes population and other pertinent information about these counties.

Jackson

With a population of just more than 18,855 people, the median household income in Jackson County is \$54,163. Its population grew more than 5% in the last decade.

Jefferson

Jefferson County is home to more than 19,000 people, with its most populous city being Valley Falls. The median income for a household is \$56,476. Its population grew nearly 4% in the past decade.

Osage

Osage County's most populous city is Osage City and has a total population of more than 16,000. It is named after the Osage River, which runs through it. The median household income is \$49,852.

Wabaunsee

Wabaunsee County has a population just over 7,000, an increase of more than 2% during the past decade. The median income for a household is \$49,852.

SHAWNEE COUNTY

Shawnee County's most populous city is Topeka, the county seat. Shawnee County, along with Jackson, Jefferson, Osage and Wabaunsee counties are included in the Topeka Metropolitan Statistical Area. Shawnee County was one of the original 33 counties created by the territorial legislature in 1855, named for the Shawnee tribe of Native Americans. The area now known as Shawnee County was inhabited by Shawnee, Kanza, and Pottawatomie tribes. In 1855, Shawnee became one of the first counties established by the Kansas territorial legislature with a population of 250. General H. J. Strickler, of Tecumseh, member of the 1855 council and the joint committee on counties, claimed Shawnee for the name. At that time, Shawnee County borders were entirely south of the Kansas River and extended south to include Osage City and Carbondale. The legislature later desired to make Topeka the county seat and moved the borders of the county to their present locations to make Topeka centrally located in the county.

SHAWNEE COUNTY DEMOGRAPHICS

Shawnee County has a population of just more than 178,000 people, according to the recent Census. Racial demographics of the County, including Topeka are:

75.8% White

10.8% Hispanic

8.6% African American

2.5% Two or more races

1.3% Asian

1.2% Native American

3.6% *Not Reporting*

Effective Buying Income (EBI) for Shawnee County is a total of more than \$3.2 million annually, according to the Census. EBI spent by age groups:

25-34 23.9%

35-44 21.1%

45-54 10.3%

55+ 33.6%

All other EBI is spent by those 24 and younger.

THE BUSINESS COMMUNITY

Topeka and Shawnee County have thriving business communities and are home to a diverse combination of international, national and local corporations. Topeka unemployment rates are around 3.9%, more than 1% below the national average. According to the 2012 ACCRA Cost of Living Index, Topeka ranks ahead of cities such as Oklahoma City, Des Moines and Omaha.

The Jayhawk is in the heart of downtown Topeka, surrounded by restaurants, retail outlets, government offices and other businesses. Restoration of The Jayhawk will enhance the economic status of these establishments and attract new development. Several hotels and residential developments are also in the area. Tens of thousands attend numerous downtown annual events including St. Patrick's Day and Christmas parades; music and car street festivals; Mexican Fiesta and Cinco De Mayo celebrations; and First Friday art walks.

POSITIVE ECONOMIC INDICATORS

Topeka and Shawnee County have seen positive economic indicators that substantiate that the community is ready to support The Jayhawk:

The Topeka Neighborhood Revitalization Program awards 10-year rebates of property taxes to owners who make improvements to properties within designated areas of the city. In 2010 and 2011, more than 30 applicants invested approximately \$50 million in these areas. A significant portion of those dollars were spent in communities within 10 miles of Downtown.

Beginning in 2012, the City of Topeka began multiple projects enhancing areas surrounding Downtown and The Jayhawk. Those include: Downtown Historic District; Long Range Transportation Plan; Bikeways Master Plan and Completion of Kansas Avenue Streetscape and Utility Plan.

The Heartland Visioning Project is focused on long-range planning for the improvement of Downtown Topeka. This effort has the support of the community and City of Topeka.

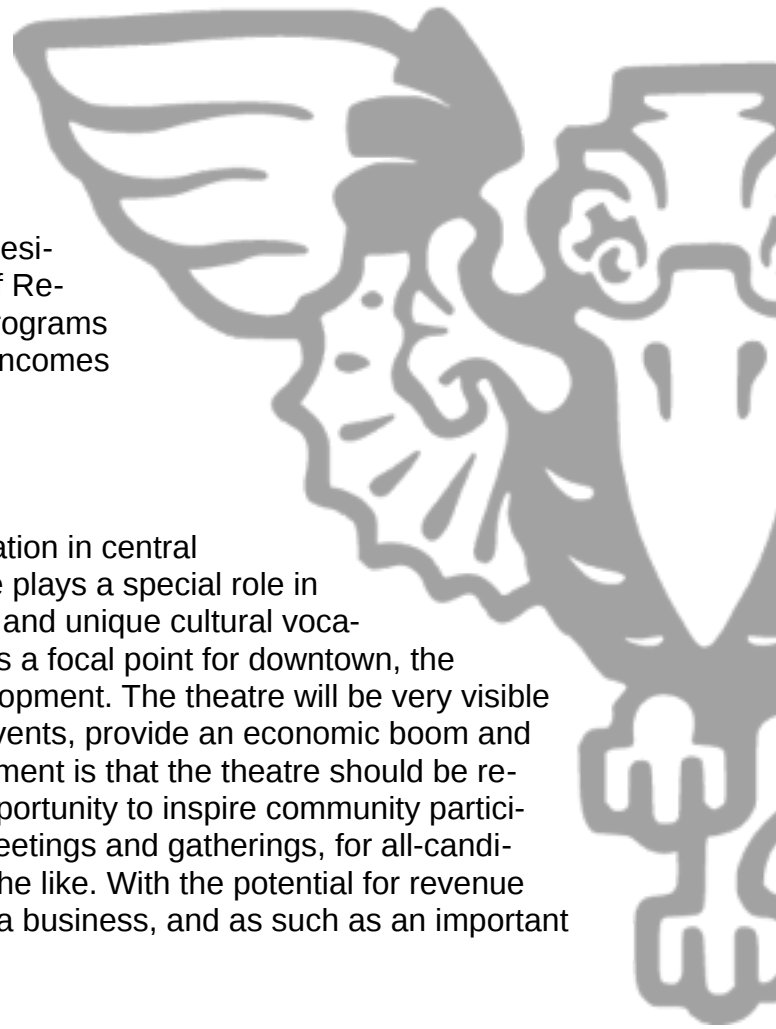
Shawnee County's curbside recycling attracts residents. According to the Kansas Organization of Recyclers, communities with curbside recycling programs attract new residents who tend to have higher incomes

THE THEATRE AS A FOCAL POINT

Because of its place in Topeka history, and location in central downtown, The Jayhawk is unique. The theatre plays a special role in the community by virtue of its physical location and unique cultural vocation. It is natural the theater would be viewed as a focal point for downtown, the community and important to downtown redevelopment. The theatre will be very visible in the community - be a unique place to hold events, provide an economic boom and has rich cultural ties to Topeka - common sentiment is that the theatre should be restored, open and used. This project has the opportunity to inspire community participation. The theatre can also be used for city meetings and gatherings, for all-candidates' meetings, and other public meetings of the like. With the potential for revenue streams, the theatre should also be viewed as a business, and as such as an important member of the business community.

PROGRAMMING

Though every event is different, there are primarily three ways in which a theatre can secure an event. In rental, an outside promoter pays a flat fee (or flat fee against a gross percentage) to use the theatre for an agreed upon period, during which they present an act contracted to appear. In this case, the promoter takes all the risk by paying all event costs, and then either enjoys the resulting profit or loss from ticket sales. The theatre enjoys a small but guaranteed profit. It cannot lose. In an in-house promotion, the theatre itself acts as the promoter, by booking the talent, executing the marketing, etc. As the promoter it reaps the benefit of the resulting profit or takes the loss, in this case according to ticket sales plus concession sales and corporate sponsorships. While a riskier venture, the potential earnings are greater. In a cooperative promotion, the outside promoter and the theatre share all profits and losses. A combination of the processes described above has been shown to be the most responsible path to follow.



FACILITY USAGE

The Jayhawk will operate as a multi-purpose community and professional performance facility and business venue. The theatre will be renovated to look much like it did, with some modern exceptions (without violating its historic accuracy and feel). These changes include plush seating, lighting, projection equipment, seats with meeting-friendly table attachments, high tech sound, etc. When completed, two separate areas can be rented: theatre, lobby/gallery/meeting hall. Different groups will want different combinations. This flexibility allows for generating revenue in multiple ways.

CINEMA - The Jayhawk will be known as a place to see a range of films, including art films, foreign films, independent films, silent film festivals, etc. The space will be perfect to watch a film with great acoustics, state-of-the-art projection systems, lighting and sound. Comfortable seating, cup holders, and the best concessions available will make going to the movies a treat.

CONVENTIONS, MEETINGS and LECTURES - Corporations, churches and civic groups will use the theatre plus enjoy the availability of food service and break-out rooms. Video conferencing, media events, lectures, "one man shows" or other type events can be held, including motivational, instructional or career training seminars. Hi-tech communication interfacing capacities with other facilities throughout the country are planned. The auditorium, a 100 seat catering hall and the lobby/gallery will be available for rental by anyone in the community. The Jayhawk has a rich history of weddings performed on stage.

CULTURAL PRODUCTIONS - including performances by local groups such as symphonies, choirs, community theatre, dance, concerts, plays and theatre pipe organ concerts. Musicians love the acoustics of The Jayhawk. It's perfect for an acoustic performer along with jazz ensembles, stage bands, rock 'n roll, and all styles of music and musicians.

CONCERTS - Patrons will enjoy live concerts in a spacious, beautiful space designed to provide the audience with an experience they'll never forget. With 900 seats, The Jayhawk will intimate and cozy. Live performance programming will include: rock, hip-hop, R&B, classical, symphony, jazz, stand-up comedy and more.

RECITALS - Vocal, instrumental or dance artists will enjoy performing in a facility with outstanding acoustics, a professional stage, modern facilities and seating.

THEATRE ORGAN - The theatre plans to have an organ much like the original. There will be a call for the occasional recital and it can be used as a tool to teach young musicians. It can also be used for special performances, lessons, practice and a wonderful way to showcase music during silent films.

LIVE STREAMING - The Jayhawk will have the capability to show live theatre events from Broadway, ballet from Russia, opera from Milan – you name it! If it is available via streaming, it can be viewed at The Jayhawk. This will also be a draw for business events who want to stream video and teleconferencing.

CULTURAL ARTS & EDUCATION ENRICHMENT - It is the responsibility of an historic theatre to address the interests of the area's youth, not just to provide cultural reward and stimulate their quest for knowledge, but to develop a new generation of audiences. A comprehensive program of educational tie-ins will also positively position The Jayhawk in the eyes of potential funding sources whose interest in historic theatres may otherwise be limited. As a non-profit association, The Jayhawk is committed to an aggressive program of educational services for the community. The Jayhawk will provide cultural reward and stimulate the public's quest for knowledge in addition to developing new audiences. The Jayhawk recognizes that addressing the interests and education of youth today will impact the future of The Jayhawk and the arts community.

Identified Arts Programs are:

Organ Education Series - This program would include offerings for adults and youth with events such as free noon-time and weekend concerts along with public presentations on operations of the organ and theatre organ history.

Visiting Artists Program - Designed for youth, a visiting artists program would pose various forms of theatre to children. A similar arts program would be operated through The Upstage Gallery.

Youth Film Series - Youth would have an opportunity to view film classics with accompanying presentations and discussions.

Distance Learning - Live streaming and teleconferencing technology creates opportunities such as "Broadway Dances" or "The Metropolitan Opera for Youth Saturday Morning Series" to be shown.

The Jayhawk will also implement sponsored discount and free ticket programs.

REVENUE SOURCES

Persistence of Vision Endowment Fund

The Jayhawk has an Endowment Fund. The Fund has been established several years and is the beneficiary of contributions and memorials. The Board is committed to the growth of this fund and its use in the future.

Memberships

The Jayhawk has a Jayhawk Theatre membership program, where for a minimum of \$35 individuals become part of the project. This program provides operating dollars to The Jayhawk and will continue to be a part of the theatre's programming upon restoration. More information can be found at www.jayhawktheatre.org Additional annual memberships will be sold to the theatre-going public. A model for such memberships is public radio and television, where annual memberships are sold as a fund-raising mechanism in semi-annual fund drives. There are many levels of such memberships, ranging from student (\$15/year) and individuals (\$35/year) to Benefactor (\$500+/year). Such VIP clubs engender a loyal audience core and provide early word-of-mouth, sometimes selling most of the tickets available to an event before expending marketing funds.

Ticket Sales

As a performance venue, The Jayhawk will charge admission for most of its events. Some events, such as "open nights", public meetings and selected cultural and education events might be free. Ticket prices will vary depending on the kind of event being produced. A high-end event such as a national performer or show might command a premium price. Local productions would clearly charge much less. In setting ticket prices, the theatre programming staff will have to balance the need to use ticket sales as an opportunity for revenue generation with the purpose of the production and the ability of the target audience to pay. Events of primarily community interest will naturally have a lower ticket price than those with a broader regional audience. Organizations that rent the theatre for their own productions may set their own ticket prices, as discussed under "Theatre Rentals."

Restoration Surcharge Income

This fee is added to tickets and commonly charged the first few years after restoration. Monies collected are put into a special account for restoration, facility repair, or enhancement. Fees range from 50 cents to \$3.

Theatre Rentals

Members of the public will rent the theatre for private events, such as weddings or parties. The Jayhawk will make available a schedule of fees for rental to the general public. The theatre will be available to groups who want to rent the facility for their own performances. This will include a rental agreement, in which groups will pay a flat fee and/or percentage for its use of the theatre. These types of performances and rental opportunities will be balanced with other events to ensure the theatre's schedule of events is diverse.

Sponsorships

The Jayhawk is an active member of the community. By scheduling events that draw spectators from Topeka and surrounding areas, this can have a huge impact on the bottom line of other businesses in the community. Consequently, sponsorships from local business will be solicited.

Private Fund Raising

Many in the region recognize the need to restore and sustain a viable theatre. The Jayhawk has, and will continue, to establish a professional fund-raising program for purposes of funding restoration and supporting future operations. This program will be an important part of restoring the theatre and supporting special events and operations. Continuation and strengthening of this program will be a priority of the Executive Director.

Foundation and Government

The Jayhawk makes full use of its 501(c)(3) status to apply for restoration, operating and capital improvement funds from appropriate foundations and government grant programs. The Jayhawk has previously been successful in securing grants to help maintain the property. Most recently, The Jayhawk received a Heritage Trust Fund Grant in the amount of \$54,204 and \$43,000 in transient guest tax funds. A number of foundations are interested in supporting art and theatre development. The Jayhawk will continue to pursue available funding from the City of Topeka. Funding sources do exist to support projects and development, such as the Transient Guest Tax. This kind of revenue from tourism-related business in the city have traditionally been used to support activities that promote tourism, including the arts. Additionally, there are state and federal grants occasionally available for the restoration and operation of historic theatres. These will continue to be pursued in support of the project.

Networking, Performer Discounts & Theatre Tours

Regularly scheduled facility tours are a common public relations practice. Tours sometimes yield reward if the patron is asked beforehand to give what they feel is appropriate. The historic theatre industry respect each other's markets, professional and funding relationships and programming needs. The Jayhawk is, along with other historic venues associated with the Kansas Historic Theaters Association (KHTA), fortunate to be located at a central booking crossroad between Dallas, Denver and Kansas City. This venue network enhances The Jayhawk's ability to secure name acts at affordable fees. By block-booking with historic theatres "along the trail," performers Topeka might otherwise not be able to afford will make their way here. Jayhawk management will focus on re-searching, forging and maintaining these supportive relationships.

Meeting Space

The theatre will host conventions, meetings and lectures, making it not just a player in the arts community but also allowing it to generate revenue from the business community. With a 900 seat theatre, a 100+ seat hall and lobby/gallery big enough to host events, the facility will have many ways to generate event revenue. These spaces could be used at the same time by different groups, providing dual income.

Special Events

These are events sponsored by The Jayhawk with underwriter participation. Types of events include touring plays, performance artists, national touring productions or receptions and speakers for supporters and partners.

Concession Income

The theatre will have a concession stand operated by The Jayhawk, ensuring revenues generated from concessions remain with the theatre. Concession stands are always well used and provide a high margin on sales. The stand will sell a wide range of snacks and beverages and SolarKorn popcorn. Depending on the event, these items will range from the commonly seen to the more upscale (gourmet, small brand chocolates, etc.). Concession sales can turn a slow night at the box office into a profitable event.

The Gallery/Gift Shop

The art gallery, already in operation on the property, will continue to operate and be a part of the permanent facility. Thirty percent of all art sales remains with the theatre. A growing source of theatre revenue nationwide, the sale of quality gift items generates revenue and creates a distinctive public image for the facility. This type of revenue includes Jayhawk Theatre souvenirs, t-shirts, mugs, memorabilia and other promotional items.

Playbill Advertising

Revenues from display advertising in event, monthly and quarterly Jayhawk publications and event calendars or on the Jayhawk website, can add up to significant revenues.

Take Your Seat Campaign

This effort allows contributors to sponsor seats in the theatre, providing dollars for restoration. More information can be found at www.jayhawktheatre.org

Event Service Fees

Fees will be added to the base space/event fee. These are management defined fees designed to cover operational costs and increase revenue. These include: custodial, house staff labor, security labor, equipment, food/beverage, parking, licenses and insurance and ticketing costs. These fees would be unique to each event.

NAMED GIFT OPPORTUNITIES

Individuals and Organizations have an opportunity to make their mark on the Jayhawk State Theatre of Kansas — and for themselves — with a Named Gift Donation.

Coat Check Room \$10,000
Information Kiosk \$10,000 (Sold)
Ticket Vestibule \$25,000
Mini Libation Station \$25,000
Window Fountain \$25,000
Theatre Pipe Organ Chambers (2 available) \$30,000 (1 Sold)
Ladies Powder Room \$50,000
Gentleman's Room \$50,000
Ticket Booth \$75,000
Exterior Sidewalk Remodel \$100,000
Projection Booth \$100,000
Dressing Rooms \$150,000
Green Room \$150,000
Meeting Room \$150,000
Theatre Pipe Organ \$150,000 (Sold)
Marquee (7th Street) \$200,000
Marquee (Jackson Street) \$200,000
Concession Lobby \$250,000
Orchestra Pit (including lift/thrust stage) \$275,000
Upstage Gallery/Gift Shop \$300,000
Concession Stand \$300,000
General Offices \$350,000
Mezzanine Foyer \$350,000
Commonwealth Lobby \$500,000
Balcony \$500,000
Stage \$1,000,000
Main Floor \$1,000,000

RENTAL POLICY

The Jayhawk will build a strong roster of regular promoters and the care of these will be a focus of operations. By recognizing the needs of both sides (theatre and promoter) and structuring mutually beneficial rental policies, The Jayhawk will serve the tenant in an ethical and exemplary manner while protecting its interests and interests of the community. This service will be extended not just to major promoters but to the smallest of community organizations. Through reduced rental rates, consultation and assistance on all aspects of event production and cooperative ventures, The Jayhawk will empower up-and-coming producers of all sizes. While each agreement is different and contains dozens of variables, each will be held to a set of basic criteria:

- Does not physically endanger the audience
- Does not endanger the theatre's interior spaces
- Does not blatantly offend community standards
- Does not violate existing local ordinances
- Does not endanger relations with allied theatres across the state
- Does not endanger The Jayhawk's 501(c)3 status. The Jayhawk must see itself at all times as the citizen's venue and make itself available for maximized use in a responsible manner.

MARKET POSITION

In the past few years, thousands of Kansans and others across the country, have toured The Jayhawk. They are ready to support downtown and attend events the theatre will offer. Determining market position is critical to success. This plan identifies specific markets, including:

- Immediate area, or area within a 30 minute drive.
- Expanded area (within a 1 hour drive)
- The state of Kansas
- Visitors (conventioners, tourists, businesspersons, etc.)

Demographics of the city, Shawnee county and surrounding counties have been provided previously, analyzing incomes and population. The median incomes and populations of these communities provide a market landscape capable of supporting The Jayhawk. Approximately 75% of the consumer base for The Jayhawk should come from the immediate market. Location is a significant asset. The Kansas Legislature designated The Jayhawk as the Official State Theatre of Kansas. With a one-block proximity to the Capitol Building, surrounded by state government offices, located in the heart of Topeka, and just blocks away from the City of Topeka administration buildings, there is a strong appeal to attending events near the official center of Kansas government. The significance of past historical events in The Jayhawk and Jayhawk Tower (formerly Hotel) is alluring,

and will attract a user base of 15 to 20 percent from around the state for various events. Tourists passing through Topeka, people attending conventions or someone in town for business will attend events at The Jayhawk. We expect certain events to be an attraction for conventions and convention planners, with them planning functions at the theatre or having their attendees purchase tickets for already scheduled performances. Within the market The Jayhawk is unique in its combination of assets, including:

- Luxurious, state-of-the-art seating for 900+, creating an intimate and professional atmosphere.
- A meeting facility available for public use with teleconferencing and other technological facilities.
- A historical landmark that will be in daily use while also being a tourist attraction.
- A theatre pipe organ unlike anything available in Topeka will be available for performances, lessons and other educational opportunities.
- The Gallery, an art gallery with an already established history.
- Exterior marquees - recreations of the original that will provide visibility for the theatre while also enhancing the downtown streets with professional, lit theatre signs.
- A Wide range of foreign films, indie films and film festivals will be shown, something not currently offered by Topeka venues.

Area residents are known to come out for performances by local talent. A unique blend of these kind of performances brings out the general public, generates community support for the theatre's operations and produces modest revenue. These events also provide an opportunity to inform and advertise other events. Surrounding communities are attracted to special and national events held in Topeka. Topeka sits within a 1 hour drive or less of many populated communities, which combined have a population greater than Shawnee County. These communities have a track record of attending events in Topeka. Some often travel to Kansas City, Wichita or other markets (which are just as far, or farther, than Topeka) to attend similar events The Jayhawk plans to schedule. Research indicates individuals from farther than 1 hour would attend events at The Jayhawk.

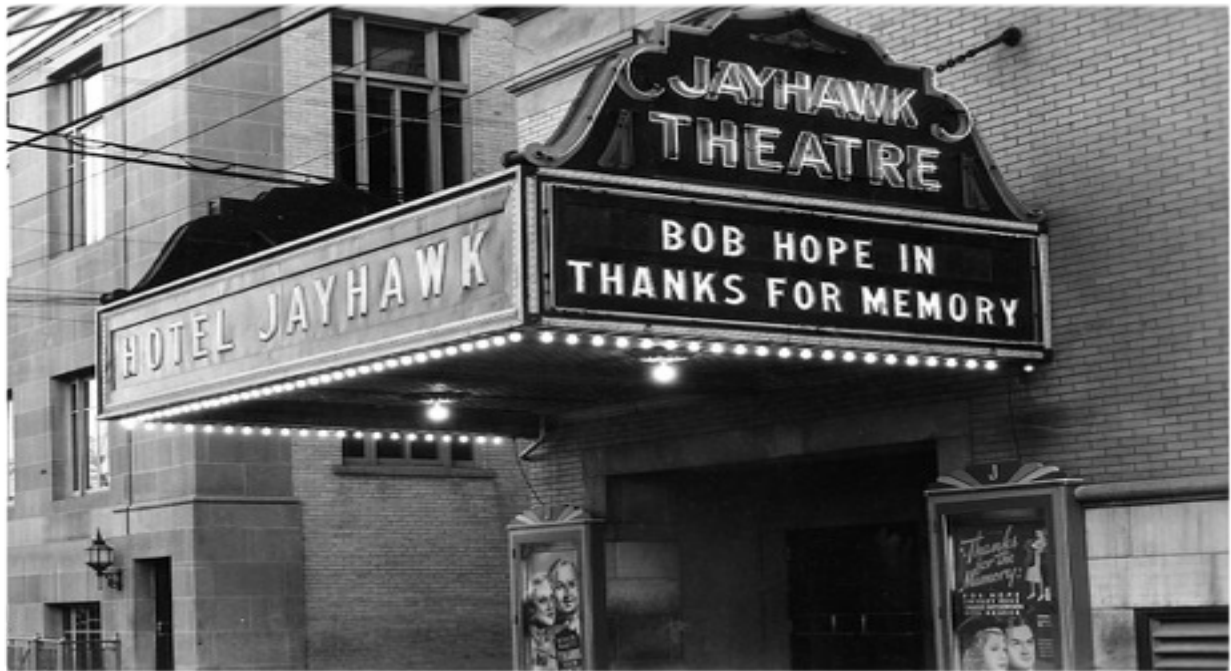
SPECIAL MARKETS

Family Reunions - Topeka is home to five school districts. People who grew up in the community come back long after they have made lives elsewhere, as they still have family and friend connections. It is not unusual, for example, for extended families to attend events together during holidays, weddings, high school or family reunions.

Former Jayhawk Patrons - There are many who remember attending events at The Jayhawk before it closed. They are strong supporters of the theatre's restoration and are a unique market for donations and future patrons of events. In addition to being called upon to provide an audience for The Jayhawk, these groups can also be called upon to support the theatre financially. There are members of The Jayhawk Society and

other donors who are former Topekans living elsewhere.

Conferences and Retreats - Because of its facilities and central Downtown setting, The Jayhawk will be perfect for special conferences, meetings and corporate off-site retreats. The Jayhawk will work with community businesses and organizations to ensure the appropriate services are available to attendees of these events.



MARKETING PLAN

The Board works with marketing professionals on fundraising efforts. Some assist with special marketing efforts, others are members of the Board or sit on committees. Closer to restoration, an Executive Director/General Manager will guide marketing efforts. This individual will have experience in marketing and fund-raising for theatre and cultural venues. Continued aggressive marketing and publicity through social networking, websites, community calendars, newspapers and magazine articles, partnerships with other organizations, First Friday Art walk, and the Jayhawk Theatre Society will be effectively utilized. Additionally, underwriting will be available for all Jayhawk Theatre events.

MARKET COMPETITION

The Jayhawk will offer a venue for events that can best use a smaller space. Additionally, the availability of this unique space near the Topeka Performing Arts Center and downtown hotels and businesses will make Topeka a more attractive location for events and conventions. Certainly there are other cultural venues in Topeka. These include the Topeka Performing Arts Center, Kansas Expocentre, Washburn University Theatre, Topeka Civic Theatre and other performance venues. However, The Jayhawk is unique and different from these venues, in ways described throughout this Business Plan. The Jayhawk is a complement to the Topeka and Shawnee County arts scene.

Some distinct differences include, but are not limited to: designated historic tour stop, intimate seating capacity in a professional theatre setting; conference and networking facilities; 900 person capacity; location in the heart of Downtown Topeka; proximity to other businesses including bars and restaurants; lack of dependency on city funding and an emphasis on being a facility open to community events at affordable rates.

STAFFING

The Jayhawk will hire staff to manage the theatre. We have an immediate need to hire an executive director. The ideal candidate will have expertise in fundraising, managing the restoration and developing an operational plan. The executive director will be responsible for programming and managing with volunteer assistance from the Board of Directors and members of the community.

RESTORATION BUDGET

The restoration cost estimate is approximately \$8 million. This budget was restructured and has been updated at the bottom for increased costs as of 2012. This restoration budget will be reviewed in the 1st quarter of 2017.

Building System/Component Total Cost

1.0 Foundations

Waterproof below grade walls 38,000

2.0 Demolition 28,000

3.0 Exterior Closure

Masonry Restoration – South 7,000

Masonry Restoration – West 10,000

Masonry Restoration – North 10,000

Masonry Restoration – East 40,000

Exterior Doors 18,000

Exterior Storefront 40,000

Fire Escapes 35,000

4.0 Roofing

Roof Covering/Insulation 75,000

Openings and Specialties 35,000

Flashing/Drainage 40,000

5.0 Interior Construction

Scaffolding 50,000

Partitions 100,000

Interior Doors/Hardware 100,000

Wall Finishes (New Walls) 65,000

Restoration Painting 115,000

Restoration Plaster Work 150,000

Floor Finishes 140,000

Ceiling Finishes (New Ceiling) 60,000

Special Woodwork 60,000

Back Stage Floor System 125,000

Stage Floor Restoration 125,000

6.0 Conveyance Systems

Ramp to West Dock Door 40,000

Freight Lift 50,000

7.0 Mechanical Systems

Plumbing 100,000

Fire Protection 150,000

HVAC 500,000

Special Systems 100,000

8.0 Electrical Systems

Service & Distribution 75,000

Lighting & Power – General 375,000

Lighting & Power – Special 225,000

Special Electrical 100,000

9.0 Furniture, Fixtures & Equipment

Seating 300,000

Curtains 80,000

Curtain Track 20,000

Fly Loft Grid 80,000

Lighting Panel 100,000

Border Lights 40,000

Stage Equipment (Contingency – Allowance) 400,000

Movie Equipment (Contingency – Allowance) 100,000
 Sound System (Contingency- Allowance) 100,000
 Marquee – Jackson Street 100,000
 Marquee - Seventh Street 100,000
 Foyer Improvements 75,000
 Organ 150,000
 Concessions 75,000
 Mezzanine Restoration 100,000
 Lobby/Offices/Green Room/Meeting Hall, etc. 100,000
10.0 Site Work – Sidewalks 40,000
11.0 Historic Jayhawk Walk Restoration 100,000
12.0 Construction Cost Subtotal \$5,241,000
13.0 Contingency (approximate) 367,000
14.0 General Conditions (approximate) 1,000,000
15.0 Probable Construction Cost Subtotal \$6,608,000
16.0 Bonds/Permits/Insurance (approximate) 132,000
17.0 Architect/Engineer Fees 660,000
18.0 Construction Cost Plus Fees \$7,400,000
19.0 Printing Bid Documents 30,000

20.0 TOTAL \$7,430,000
21.0 Project Cost for Bidding in 2012 \$7,801,500

• Does not include video-teleconferencing/distance-learning equipment costs (by others), but should include theatre/ stage equipment (seating/lights/dimmers/sound equipment, etc.)
 • Includes Architectural/Interior Design, Structural Engineering, Civil Engineering, and Mechanical-Electrical-Plumbing-Fire & Life Safety Engineering. The A/E fee should cover the Acoustical Engineering and Theatrical Engineering costs, but may need to be confirmed and modified.

Historic Preservation Tax Credits for Construction

The Jayhawk will use Historic Preservation Tax Credits to help fund restoration with as much as \$3.5 Million in qualified construction expenses in the theatre itself. Federal and State Historic Preservation Tax Incentive programs have played a major role in the development of historic landmark properties. Historic Tax Credit programs have spurred the redevelopment of more than 30,000 properties in the U.S. Over \$30 billion in rehabilitation dollars have been associated with these projects, providing approximately \$6 billion in tax credits for investors.

The state rehabilitation tax credit program, administered by the Kansas State Historic Preservation Office, provides an income tax credit equal to 25-30% of qualified rehabilitation expenditures on qualified structures. Because the state credits are transferable, or can be bought and sold, they can be used by owners with no tax liability to leverage construction financing. Projects can be as small as \$5000.

The federal rehabilitation tax credit program, administered by the Kansas State Historic Preservation Office and National Park Service, provides an income tax credit equal to 20% of qualified rehabilitation expenses on qualified structures. Only “real property” expenditures within the historic building footprint qualify. Tax-exempt entities may qualify by forming a limited partnership with an income-producing entity, which can use the tax credits. Projects that qualify for the federal tax credits can qualify for the state rehab credits.

PROJECTED 3 YEAR OPERATING BUDGET

Income	Year 1	Year 2	Year 3
Rental Income	44,000	60,000	80,000
Program Income			
Ticket Sales	201,600	289,575	368,550
Underwriting and Sponsorships	10,000	15,000	20,000
Corporate Donors	5,000	8,000	12,000
Development Income			
Jayhawk Society	10,000	12,500	15,000
Special Events	28,000	36,400	47,320
Services and Operations (Peripheral Staff)	26,000	33,800	43,940
Programming Expenses			
Media/Promotion	12,500	14,500	16,000
Extraordinary	5,000	6,500	8,450
Concessions Supplies	2,750	5,500	8,250
Volunteer Expenses	3,000	3,000	3,000
Development Expenses			
Publishing (all platform)	6,000	7,800	10,150
Media	1,500	1,950	2,550
Charge Expenses	1,250	1,650	2,150
Total Rental Expenses	53,500	74,700	94,490
Total Expenses	401,245	474,023	553,492
 Restoration Surcharges Income	 33,000	 42,950	 55,835
Grants	5,000	5,000	5,000

Peripheral Income			
Concessions Income	57,600	64,350	81,900
Interest Income (endowments)	1,000	1,300	1,690
Miscellaneous	7,500	9,750	12,675
Upstage Gallery Sales	9,500	12,500	16,500
Total Income	412, 200	557,325	716,470

Expenses

Administration

Salaries and Payroll Taxes	198,000	226,000	261,000
<i>(GM/Executive Director, Office/Clerical Manager, Facilities Manager)</i>			
Benefits (salaried personnel)	16,520	20,000	23,500
Unemployment/Worker's Comp.	13,500	16,500	20,000
Office Equipment	12,500	12,500	12,500
Office Supplies	1,850	2,405	3,127
Software/Tech Upkeep	5,275	6,858	8,916
Dues and Memberships	1,200	1,560	2,028
Board Expenses	2,500	3,250	4,225
Accounting	5,000	5,000	5,000
Telephone/Communications	2,500	2,750	3,000
Total Administration Expenses	258,845	296,823	343,296

Facilities and Operations

Building/Theatre Supplies	10,000	12,500	12,500
Theatre Equipment	5,500	7,000	9,000
Sound/Lighting Equipment/Supplies	5,000	6,500	8,450
Maintenance, Routine	6,600	8,580	11,154
Maintenance, Extraordinary	10,000	13,000	16,250
Insurance	17,000	17,000	17,000
Utilities	31,200	34,320	37,752
Condominium Association	3,600	3,600	3,600
Total Facilities and Operations	88,900	102,500	115,706

Rental Expenses

Services and Operations (Peripheral Staff)	26,000	33,800	43,940
Programming Expenses			
Media/Promotion	12,500	14,500	16,000
Extraordinary	5,000	6,500	8,450
Concessions Supplies	2,750	5,500	8,250
Volunteer Expenses	3,000	3,000	3,000

Development Expenses			
Publishing (all platform)	6,000	7,800	10,150
Media	1,500	1,950	2,550
Charge Expenses	1,250	1,650	2,150
Total Rental Expenses	53,500	74,700	94,490
 Total Expenses	 401,245	 474,023	 553,492

NOTES:

- The number of total rentals in a one-year period are likely to exceed numbers used here for calculating ticket sales and rental income (on nights when there are no events, films will be shown and multiple events can take place at one time). These calculations show low numbers to provide an honest accounting of outcomes. A plan operates on lower figures to provide the leanest possible assessment. A national professional management venue management company provided a proprietary analysis which was used as a resource.
- Figures for this budget use multiple data sources. This included studying operating budgets of numerous existing venues, many mentioned previously. Information was also gathered from the League of Historic Theatres, Historical Theatre Society of America and the Kansas Historic Theatre Association. The Jayhawk and Capitol Connection spoke with industry professionals for input on projections and costs and examined the budgets and operations of other Topeka venues.
- Initial equipment purchases are accounted for in restoration and capital funds and not included. Equipment rentals are included in "Theatre Equipment."
- Memberships assume an average membership rate of \$50 per membership, with a minimum of 200 members in Year 1, 250 members in Year 2 and 300 members in Year 3. Current Society Memberships are on this pace.
- Ticket sale income is based on research from similar venues in Kansas and throughout the U.S., an analysis of sales at Topeka venues and with information from the League of American Historic Theatres. Numbers were determined by the following:
 - A 900-seat theatre presenting 70 events per year and filling an average of 65% capacity should draw approximately 40,950 patrons. Average ticket price is calculated at \$9.
 - Year 1: opening year would have a minimum of 40 events with an average attendance rate of 80%. Venues have higher average attendances in their opening year. 40 events averaging 720 attendees with an average ticket price of \$9.
 - Year 2: would have a minimum of 55 events with an average attendance rate of 65%. Fifty-five events averaging 585 attendees with an average ticket price of \$9.
 - Year 3: third year, and programming moving forward, would have 70 events per year with an average attendance rate of 65%. Seventy events averaging 585 attendees with an average ticket price of \$9.
 - Concession revenue based on 50% of attendees spending an average of \$4. Attendance numbers based on previous figures provided for expected ticket sales.
 - Rental income per event would average \$800; this includes business and entertainment rentals. For purposes of this budget, calculations were: 55 events Year 1, 75 events Year 2, 100 events Year 3 and ongoing.

RESOURCES:

Sources for this plan include, but are not limited to:

Advisory Council on Historic Preservation: www.achp.gov
Alliance for Non-Profit Management: www.allianceonline.org
American Theatre Organ Society: www.atos.org
Board Source: www.boardsource.org
Bureau of Business and Economic Research: bbr.unm.edu
City of Topeka: www.topeka.org

Cost of Living Index: www.coli.org
Foundation Center: foundationcenter.org
Heartland Visioning: www.heartlandvisioning.org
Internal Revenue Service: www.irs.gov
Internet Non-Profit Center: www.nonprofits.org
International Facility Management Association: www.ifma.org
Kansas Arts Commission: arts.ks.gov
Kansas Citizens for the Arts: www.kansasarts.org
League of Historic American Theatres: www.lhat.org
Literature of the Non-Profit Sector: lnps.fdncenter.org
National Endowment for the Arts: nea.org
National Trust for Historic Preservation: www.preservationnation.org
Preserve America Communities and Neighborhoods: www.preserveamerica.gov/communities.html
Save America's Treasures: www.nps.gov/hps/treasures/
Shawnee County Government: www.snco.us
Slemmons & Associates: Greg Sims, Architect
Theatre Historical Society of America: www.historictheatres.org
Topeka Chamber of Commerce: topekachamber.org
Trust for Public Land: www.tpl.org
U.S. Census Bureau: www.census.gov
U.S. Regional Arts Organizations: www.usregionalarts.org/

Theatre, Programs and Venues studied included:

- Augusta Historic Theatre (Augusta)
- Bourbon Theatre (Lincoln, NE)
- Brown Grand Theatre (Concordia)
- Hoover Opera House (Junction City)
- Coleman Theater (Miami, OK)
- Colonia Fox Theater (Pittsburg)
- Coronado Performing Arts Center (Rockford, IL)
- Fox Theater (Hutchinson)
- Heights Theatre (Columbia Heights, MN)
- KS Expocentre (Topeka, K)
- Missouri Theatre (Columbia, MO)
- Topeka Civic Theatre and Academy
- Topeka Performing Arts Center
- Helen Hocker Theater (Topeka)
- Kansas State University Theatre and Arts Programs
- Liberty Hall (Lawrence)
- Lied Center (Lawrence)
- Manhattan Arts Center (Manhattan)
- Manhattan Repertory Theater (Manhattan)
- Orpheum Theatre (Wichita)
- Providence Performing Arts Center (Providence, RI)
- Springfield Contemporary Theatre (Springfield, MO)
- Springfield Little Theatre (Springfield, MO)
- Stiefel Theater (Salina)
- Thomaston Opera House (CT)
- KU Theater and Arts Programs
- Wareham Opera House (Manhattan)
- Washburn Theatre and Arts Programs

Thank you for taking the time to review this plan. Your support is essential to our restoration efforts. We welcome inquiries.

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