



City Council Chambers 214 SE 8th
Street, 2nd Floor Topeka KS 66603
<https://www.topeka.org>

Governing Body Agenda

December 14, 2021
6:00 PM

Public Comment Allowed via Zoom or In-Person - Due to the increase of COVID-19 cases Face Masks Required

Mayor: Michelle De La Isla

Councilmembers

Karen A. Hiller	District No. 1	Hannah Naeger	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
Tony Emerson	District No. 4	Michael Lesser	District No. 9
Mike Padilla	District No. 5		

City Manager: Brent Trout

Addressing the Governing Body: Public comment for the December 14th meeting will be available via Zoom or in-person. Due to the recent increase of COVID-19 pandemic cases face masks are required. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on December 14th after which the City Clerk's Office will provide Zoom link information and protocols prior to the December 14th meeting. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

Written public comment may also be considered to the extent it is personally submitted at the December 14th meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before November 16th for attachment to the meeting minutes.

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 by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. APPOINTMENTS:

A. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the appointment of Cassandra Taylor to the Board of Building and Fire Appeals for a term ending December 31, 2023. *(Council District No. 7)*

B. Board Appointment - Topeka Landmarks Commission

BOARD APPOINTMENT recommending the reappointment of Christine Steinkuehler to the Topeka Landmarks Commission for a term ending December 31, 2024. *(Council District No. 1)*

C. Board Appointment - Topeka Landmarks Commission

BOARD APPOINTMENT recommending the reappointment of David Heit to the Topeka Landmarks Commission for an expired term ending December 31, 2024. *(Council District No. 6)*

D. Board Appointment - Topeka Landmarks Commission

BOARD APPOINTMENT recommending the reappointment of Donna Rae Pearson to the Topeka Landmarks Commission for a term ending December 31, 2024. *(Council District No. 1)*

3. CONSENT AGENDA:

A. Resolution - Declaring City of Topeka Boundary for 2021

RESOLUTION introduced by City Manager Brent Trout, declaring the entire boundary of the City of Topeka for 2021.

(Approval will comply with K.S.A. 12-517 which requires a declaration of the boundary of the city if territory has been annexed in the calendar year.)

B. Professional Services Contract (Event 2442) - Public Works Engineering Project Management Services Dalrymple Consulting, Inc.

APPROVAL of a Public Works contract for Professional Engineering Services between the City of Topeka and Dalrymple Consulting, Inc. to aid the City in addressing Capital Projects.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

C. Professional Services Contract (Event 2444) - Water Distribution Pipeline Failure Determination Technology Solution, Fracta

APPROVAL of a Public Works contract for Professional Services between the City of Topeka and Fracta to provide Software as a Service regarding Event 2444 Water Distribution Pipeline Failure Determination Technology Solution.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

D. MINUTES of the regular meeting of December 7, 2021

E. APPLICATIONS:

4. ACTION ITEMS:

- A. Real Estate Purchase Agreement - QSR Real Estate, LLC (SE 30th and Powell - SE Zone Water Tower)

APPROVAL of a Real Estate Agreement between QSR Real Estate LLC and the City of Topeka in the amount of \$51,000 to purchase the property located at SE 30th Street and SE Powell Street, Topeka, Kansas.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would authorize the purchase of the tract located at 30th and Powell for construction of a future water tower to serve the SE Zone Water Tower.)

- B. Ordinance - American Medical Response (AMR) Franchise Agreement

ORDINANCE introduced by City Manager Brent Trout, providing for a nonexclusive franchise to American Medical Response to operate an ambulance service within the City of Topeka until December 31, 2022, and replacing the franchise ordinance codified at City Code Appendix B, Article 11 that will expire December 31, 2021.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would grant AMR a nonexclusive franchise agreement for one year.)

- C. Resolution of Advisability - Sherwood Park No. 9 Subdivision Benefit District

RESOLUTION introduced by City Manager Brent Trout, authorizing Improvement Project No. T-601132.00 that provides for street improvements for Sherwood Park Subdivision No. 9 as more specifically described herein.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would create a benefit district to provide street improvements, the cost of which would be assessed against the property owners in the district.)

- D. Ordinance - 911 Storage by LCG, LLC (PUD21/03)

ORDINANCE introduced by City Manager Brent Trout amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on property located at 3245 SW Topeka Boulevard from C-4 Commercial to Planned Unit Development (PUD) with C-4 Commercial uses and warehouse or storage uses as defined by chapter 18.55 of the Topeka Zoning Code on 12.7 acres. (PUD 21/03) (Council District No. 5)

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

(Approval will allow use of the former Gordmans building for warehouse and storage other than that which is allowed under the current C-4 zoning.)

- E. Approval - Changing the Culture of Property Maintenance - Public Health and Safety Committee Recommendations - Goals, Challenges and Initiatives

APPROVAL of Changing the Culture of Property Maintenance in Topeka 2022-2026 Goals and Challenges; and 2022-2025 Initiatives as recommended by the Public Health and Safety Committee. (The Committee recommended approval by a vote of 3-0-0 on November 8, 2021.)

Voting Requirement: At least six (6) votes of the Governing Body is required.

5. NON-ACTION ITEMS:

- A. Discussion - City of Topeka Digital Equity and Inclusion Statement of Commitment - Public Health and Safety Committee**

DISCUSSION regarding the recommendation by the Public Health and Safety Committee to approve a City of Topeka Digital Equity and Inclusion Statement of Commitment. *(The PHS Committee recommended approval by a vote of 3-0-0 on November 8, 2021.)*

- B. Discussion - Compulsory Retirement Ordinance**

DISCUSSION concerning compulsory retirement, amending Chapters 2.30 and 2.35 of the Topeka Municipal Code.

(The proposed ordinance only reinstates compulsory retirement and does not make any other changes.)

- C. Discussion - 2021 General Fund Savings - Year-End Expenditures**

DISCUSSION of potential year-end expenditures due to the estimated \$3.5 million of General Fund savings experienced during the 2021 Fiscal Year.

(The recommended expenditures are due to General Fund savings experienced during FY 2021.)

6. PUBLIC COMMENT:

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7. ANNOUNCEMENTS:

8. 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.)

9. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Mayor Michelle De La Isla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Board of Building and Fire Appeals **PROJECT #:**
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Cassandra Taylor to the Board of Building and Fire Appeals for a term ending December 31, 2023. (Council District No. 7)

VOTING REQUIREMENTS:

At least five (5) votes of the City Council is required. Mayor does not vote.

POLICY ISSUE:

The City of Topeka Board of Building and Fire Appeals (BBFA) is responsible for reviewing and deciding on appeals relative to the application and interpretation of the currently adopted commercial and residential building and fire codes utilized within the Topeka jurisdiction. The BBFA has authority to hear and decide upon proposed alternatives, equivalencies and performance measures that may not be specifically prescribed by these codes. To be approved, any proposal must comply with the intent of the provisions of these codes. The BBFA does not have the authority to waive the requirements of these codes.

STAFF RECOMMENDATION:

Councilmember Dobler nominates and Mayor De La Isla recommends the appointment of Cassandra Taylor to the Board of Building and Fire Appeals for a two-year term that will end December 31, 2023. The position requires the member be a licensed architect and live within the city. Ms. Taylor meets these requirements.

BACKGROUND:

This is a City-created board where the City Council nominates and the Mayor appoints. If no nominations are received, the Mayor may appoint. The board shall be comprised of seven members who shall be currently licensed or engaged in or have substantial past experience in the following fields or professions: licensed professional engineer, licensed architect, licensed commercial contractor, or other experienced professional

working in a field related to building construction. The board shall always consist of at least two engineers, two architects, and one contractor. Board members must live within the limits of the city of Topeka and will serve a two-year term.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C. Taylor - Reappointment Application



CITY OF TOPEKA

City of Topeka Mayor's Office
City Hall, 215 SE 7th Street Rm. 350
Topeka, KS 66603

Tel: 785-368-3895
www.topeka.org

City of Topeka Boards and Commissions Application

Profile

First Name

Last Name

Email Address

Street Address

Suite or Apt

City

State

Zip

Are you a resident of the City of Topeka?

What district do you live in?

Find your Council District: [here](#)

Primary Phone

Alternate Phone

Employer

Job Title

Which Board would you like to apply for?

Are you a registered voter?

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

If yes, please advise in which department you work:

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

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

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

If yes, please explain:

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

If yes, please explain:

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

Interests & Experiences

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

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

****Please include a resume or any additional information you believe may be helpful in considering your application when submitting your application.**

Voluntary Self Identification

Completion of your race/ethnicity and gender on your application is voluntary and will not affect your opportunity to be appointed to a City of Topeka Board or Commission.

Ethnicity

Gender

Acknowledgements and Verification

Purpose of Information being submitted.

I Agree

The information I am submitting is true and correct.

I Agree

Electronic Signature

I Agree

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.



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Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE:	December 14, 2021	
CONTACT PERSON:	Mayor Michelle De La Isla	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Landmarks Commission	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 005 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Christine Steinkuehler to the Topeka Landmarks Commission for a term ending December 31, 2024. *(Council District No. 1)*

VOTING REQUIREMENTS:

Majority vote of the City Council (5). Mayor does not vote.

POLICY ISSUE:

The purpose of the Landmarks Commission is to advise the city council on historic assets and to safeguard the architectural and cultural heritage of the community through the preservation of historic resources, historic landmarks and districts. The commission may carry out these duties through the identification, documentation and designation of historic assets; development and implementation of a historic preservation plan; administration of ordinances governing the designation, alteration and removal of historic assets; assistance with educational and incentive programs, economic development and tourism, and coordination of public and private historic preservation activities.

STAFF RECOMMENDATION:

Mayor De La Isla recommends the appointment of Christine Steinkuehler for a three-year term that ends December 31, 2023.

BACKGROUND:

The Topeka Landmarks Commission is a nine member board and membership shall be comprised of people who have a demonstrated interest in historic preservation through their community and/or professional involvements. The members of the commission shall be drawn from such backgrounds as architecture, history, landscape architecture, architectural history, planning, archaeology, urban design, neighborhood and community

development, geography, real estate, law, finance, building trades or related areas.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C. Steinkuehler - Reappointment Application & Resume



CITY OF TOPEKA

City of Topeka Mayor's Office
City Hall, 215 SE 7th Street Rm. 350
Topeka, KS 66603

Tel: 785-368-3895
www.topeka.org

City of Topeka Boards and Commissions Application

Profile

Christine

First Name

Steinkuehler

Last Name

christine@steinkuehler.net

Email Address

222 SW Greenwood

Street Address

Topeka KS

Suite or Apt

Topeka

City

KS

State

66606

Zip

Are you a resident of the City of Topeka?

What district do you live in?

Yes

District 1

Find your Council District: [here](#)

7852358609

Primary Phone

7855545436

Alternate Phone

USD 501

Employer

Gifted Faciliatator

Job Title

Which Board would you like to apply for?

Topeka Landmarks Commission

Are you a registered voter?

Yes

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

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?

No

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

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

No

If yes, please explain:

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

No

If yes, please explain:

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

Prior to being a gifted facilitator I was a high school history teacher. I have a long standing interest in history and preservation. I have taken all of KU's offerings in architectural history and live in a National Register district . I feel that I bring hands on experience as well as academic knowledge to the position and can understand multiple perspectives. I have been on the Commission for several year and I enjoy this work and find it interesting.

Interests & Experiences

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

BA history Washburn University
Social Studies Teaching Certification Washburn University
MA in Special Education with a concentration in Gifted Education Emporia State University
ESU Outstanding Graduate Student in Master of Education/Gifted Ed.
Program Chairman of the Shawnee County Historical Society
Freelance writer, publications including KANSAS, TOPEKA and Journal of the Central Plains
Former assistant site supervisor at Red Rocks State Historic Site
KSHS Tilden Grant Recipient

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

K-12 Licensure in Gifted Education
6-18 Social Studies Licensure

****Please include a resume or any additional information you believe may be helpful in considering your application when submitting your application.**

Voluntary Self Identification

Completion of your race/ethnicity and gender on your application is voluntary and will not affect your opportunity to be appointed to a City of Topeka Board or Commission.

Ethnicity

Gender

Caucasian/Non-Hispanic _____

Female _____

Acknowledgements and Verification

Purpose of Information being submitted.

☒ I Agree

The information I am submitting is true and correct.

☒ I Agree

Electronic Signature

☒ I Agree

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.

Christine Steinkuehler
222 SW Greenwood Ave.
Topeka, KS 66606
(785) 235-8609
christine@steinkuehler.net

EDUCATION

Bachelor of Arts, History
Washburn University

May 2005
Topeka, KS

**Masters in Special Education, Gifted, Talented and Creative
Concentration/Endorsement in Gifted (K-12)**
Emporia State University

July 2016
Emporia, KS

LICENSURE

Kansas Secondary Social Studies 6-12
Washburn University

May 2012
Topeka, KS

EXPERIENCE

Gifted Facilitator and Scholarship Coordinator
Topeka Public Schools, USD 501

August 2012-present
Topeka, KS

Freelance Writer
Ogden Press

2006 to present
Lawrence, KS

Assistant Site Supervisor
Kansas State Historical Society
William Allen White State Historic Site

April 2016—September 2017

VOLUNTEER

Program Chair
Shawnee County Historical Society

2020 to present



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DATE: December 14, 2021
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SECOND PARTY/SUBJECT: Topeka Landmarks Commission PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of David Heit to the Topeka Landmarks Commission for an expired term ending December 31, 2024. (Council District No. 6)

VOTING REQUIREMENTS:

Majority vote of the City Council (5). Mayor does not vote.

POLICY ISSUE:

The purpose of the Landmarks Commission is to advise the city council on historic assets and to safeguard the architectural and cultural heritage of the community through the preservation of historic resources, historic landmarks and districts. The commission may carry out these duties through the identification, documentation and designation of historic assets; development and implementation of a historic preservation plan; administration of ordinances governing the designation, alteration and removal of historic assets; assistance with educational and incentive programs, economic development and tourism, and coordination of public and private historic preservation activities.

STAFF RECOMMENDATION:

Mayor De La Isla recommends the appointment of David Heit for a three-year term that ends December 31, 2024.

BACKGROUND:

The Topeka Landmarks Commission is a nine member board and membership shall be comprised of people who have a demonstrated interest in historic preservation through their community and/or professional involvements. The members of the commission shall be drawn from such backgrounds as architecture, history, landscape architecture, architectural history, planning, archaeology, urban design, neighborhood and community

development, geography, real estate, law, finance, building trades or related areas.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

D. Heit - TLC Reappointment Application & Resume



CITY OF TOPEKA

City of Topeka Mayor's Office
City Hall, 215 SE 7th Street Rm. 350
Topeka, KS 66603

Tel: 785-368-3895
www.topeka.org

City of Topeka Boards and Commissions Application

Profile

David

First Name

Heit

Last Name

david.heit@civiumarchitects.com

Email Address

1730 SW High Ave

Street Address

Topeka

City

Suite or Apt

KS

State

66604

Zip

Are you a resident of the City of Topeka?

Yes

What district do you live in?

District 6

Find your Council District: [here](#)

7852208231

Primary Phone

7852346664

Alternate Phone

Civium Architects

Employer

Principal

Job Title

Which Board would you like to apply for?

Topeka Landmarks Commission

Are you a registered voter?

Yes

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

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?

No

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

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

No

If yes, please explain:

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

No

If yes, please explain:

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

As a citizen of Topeka and as a parent of 3 children, I am very interested in improving the quality of life in Topeka and providing an enriching cultural environment for them to grow up and live in. As an Architect, I believe our building heritage is an important aspect of our culture and quality of life. I believe we must foster an appreciation of the past and existing buildings, seeing them as having value. However, an approach to treat old buildings like artifacts preserved for display is, to me, unproductive. Having lived and traveled in Europe, I have experienced great examples of how old buildings have been retained but repurposed as part of the modern city. I think American cities can learn much from this attitude. I would hope to draw from my education, practice, and experience to bring a balanced perspective to the Commission, one that balances the value of the old but considers the need for a City to progress and grow physically and economically.

Interests & Experiences

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

I received my Bachelors of Architecture from the University of Notre Dame in 1994, after participating in the Rome Studies Program in 1991-92. I have practiced in the field of Architecture for 27 years, as a licensed Architect since 2000. My career has included projects in historic buildings and projects affected by preservation laws. My firm and I were awarded the Merit Award with Distinction: Rehabilitation by the Kansas Preservation Alliance for the rehabilitation of 720 S. Kansas Ave. in 2018. In June 2017, I was named one of Downtown Topeka's "Rising Leaders," along with my wife, Kathleen, by the Topeka Capital Journal. I have served on the Board and as President of both AIA Topeka and AIA Kansas. AIA Kansas has long been and continues to be a strong advocate for our state laws protecting historic structures and districts.

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

Architect, No. A4994, renews 06/30/2022

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Voluntary Self Identification

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Ethnicity

Gender

Caucasian/Non-Hispanic

Male

Acknowledgements and Verification

Purpose of Information being submitted.

☒ I Agree

The information I am submitting is true and correct.

☒ I Agree

Electronic Signature

☒ I Agree

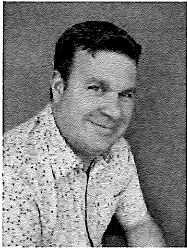
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RESUME



David S. Heit, AIA, NCARB
Founder/ Principal

SUMMARY

David Heit, AIA, NCARB, has practiced Architecture for 27 years, working throughout the Midwest. His project experience has been widely varied, but he has gained expertise in church-related facilities, office planning and design, long-range master planning, and classical/traditional architecture. Significant projects David has led in his career include the New Immaculata Church for St. Mary's Academy & College, St. Marys, Kansas; the Topeka & Shawnee County Public Library Facilities Master Plan-2016, Topeka, Kansas; and Advisors Excel Corporate Headquarters - Phases I and II, Topeka, Kansas.

A graduate of the University of Notre Dame, David is among a small group of contemporary architects educated in the tradition of classical architecture and urbanism. A year living and studying in Rome, Italy, profoundly shaped David's views on architecture and affirmed for him the value of tradition in design. He believes architecture and quality of place strongly impact people, and good design should seek to celebrate human endeavor and enhance community. While his education influences all of David's designs, he chooses to let each project reflect the client's unique program and character and respond to its place.

David is active in both his profession and community. He has previously served as President of both AIA Topeka and AIA Kansas, promoting the value of good architecture to the broader community. He currently serves on the Board of Directors for SLI, Inc. (formerly Sheltered Living) and the City of Topeka Landmarks Commission. In June 2017, David was named one of Downtown Topeka's "Rising Leaders," along with his wife, Kathleen, by the Topeka Capital Journal.

EDUCATION

University of Notre Dame Bachelor of Architecture, 1994

Notre Dame Rome Studies Program, 1991-92

REGISTRATION

Kansas

Architect, since 2002

Missouri

Architect, since 2000

National Council of

Architectural Registration Boards

Certificate Holder, since 2000



PROFESSIONAL EXPERIENCE

Civium Architecture & Planning Topeka, KS	Founder/ Principal, 2018-present
Tevis Architects Topeka, KS	Associate Principal, 2015-2018
Schwerdt Design Group Topeka, KS	Associate/Sr. Project Manager, 2002-2015
Duncan G. Stroik Architect South Bend, IN	Project Architect, 1999-2002
Mackey Mitchell Associates St. Louis, MO	Intern Architect, 1998-1999
Architectural Design Guild St. Louis, MO	Project Manager, 1997-1998
The Benham Group St. Louis, MO	Intern Architect, 1996-1997
Holleran Duitsman Architects St. Louis, MO	Intern Architect, 1995-1996
Horst Terrill and Karst Architects Topeka, KS	Intern Architect, 1994-1995

SIGNIFICANT PROJECTS

SACRED

St. Mary's Academy & College, New Immaculata Church; St. Marys, KS
St. Stanislaus Catholic Church, New Church; Rossville, KS
St. Bernard Catholic Church, Parish Master Plan and New Church, Wamego, KS
Mother Teresa of Calcutta Catholic Church, Family Formation Center; Topeka, KS
Mother Teresa of Calcutta Catholic Church, Parish Master Plan and Multipurpose Center; Topeka, KS
St. John's Lutheran Church, Education & Fellowship Addition; Topeka, KS
Susanna Wesley UMC, Classroom & Office Addition; Topeka, KS

CIVIC

Topeka & Shawnee County Public Library, Facilities Master Plan 2016; Topeka, KS
Sabetha Health & Wellness Center; Sabetha, KS
Sheltered Living Offices & Service Center; Topeka, KS

CORPORATE

Advisors Excel, McClure Office Building Renovation, Phases I & II; Topeka, KS
Guggenheim Partners Investment Team Office Suite; Topeka, KS
Se2 Corporate Headquarters Renovation; Topeka, KS
Community National Bank, Retirement Plans Division Building; Seneca, KS
Prairie Band Potawatomi Health Center; Mayetta, KS

URBAN LIVING/ MIXED USE

718 S. Kansas Ave. Rehabilitation, Residential Lofts; Topeka, KS
720 S. Kansas Ave, 2nd Floor Residential Lofts; Topeka, KS



ORGANIZATIONS

American Institute of Architects (AIA)	Member since 2002
AIA Kansas	Member since 2002, Past President 2009
AIA Topeka	Member since 2002, Past President, 2005-2006
City of Topeka Landmarks Commission	Member, 2014-present; Chair, 2020-2021
Sheltered Living, Inc. Board of Directors	Member, 2014-present; Vice Chair, 2021
Friends of the Mulvane Art Museum Board of Directors	Member, 2007-12; Past President, 2010

RECOGNITIONS

- Kansas Preservation Alliance Merit Award with Distinction; Rehabilitation, 2018**
718 S. Kansas Ave Rehabilitation, Residential Lofts
- Topeka Capital Journal Downtown Topeka's "Rising Leaders," 2017**
- Leadership Greater Topeka, Class of 2009**
- Kansas Chapter, American Concrete Institute – Concrete Construction Awards, 2008**
Best Project Under \$6 Million for Mother Teresa Catholic Church Parish Center



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Mayor Michelle De La Isla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Landmarks Commission PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Donna Rae Pearson to the Topeka Landmarks Commission for a term ending December 31, 2024. (Council District No. 1)

VOTING REQUIREMENTS:

Majority vote of the City Council (5). Mayor does not vote.

POLICY ISSUE:

The purpose of the Landmarks Commission is to advise the city council on historic assets and to safeguard the architectural and cultural heritage of the community through the preservation of historic resources, historic landmarks and districts. The commission may carry out these duties through the identification, documentation and designation of historic assets; development and implementation of a historic preservation plan; administration of ordinances governing the designation, alteration and removal of historic assets; assistance with educational and incentive programs, economic development and tourism, and coordination of public and private historic preservation activities.

STAFF RECOMMENDATION:

Mayor De La Isla recommends the appointment of Donna Rae Pearson for a three-year term that ends December 31, 2024.

BACKGROUND:

The Topeka Landmarks Commission is a nine member board and membership shall be comprised of people who have a demonstrated interest in historic preservation through their community and/or professional involvements. The members of the commission shall be drawn from such backgrounds as architecture, history, landscape architecture, architectural history, planning, archaeology, urban design, neighborhood and community

development, geography, real estate, law, finance, building trades or related areas.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

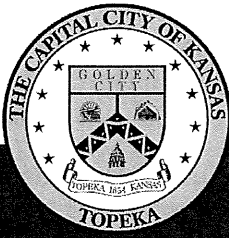
SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

D.R. Pearson - Reappointment Application & Resume



CITY OF TOPEKA

City of Topeka Mayor's Office
City Hall, 215 SE 7th Street Rm. 350
Topeka, KS 66603

Tel: 785-368-3895
www.topeka.org

City of Topeka Boards and Commissions Application

Profile

Donna Rae

First Name

Pearson

Last Name

dpearson@tscpl.org

Email Address

1124 SW Huntoon

Street Address

Topeka

City

Suite or Apt

KS

State

66604

Zip

Are you a resident of the City of Topeka?

Yes

What district do you live in?

District 1

Find your Council District: [here](#)

785-554-3683

Primary Phone

Alternate Phone

TSCPL

Employer

Local History Librarian

Job Title

Which Board would you like to apply for?

Topeka Landmarks Commission

Are you a registered voter?

Yes

DONNA RAE PEARSON

1124 SW Huntoon • Topeka, KS 66604
(785) 554-3683 donnarae64@gmail.com

RESEARCH PROFESSIONAL

Kansas History / African American History / Environmental Research

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

~ Areas of Expertise ~

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

Professional Experience

Topeka and Shawnee County Public Library
Local History Librarian

Topeka, KS
7/2013 to Present

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

- Researched and implemented the community education workshop "Discovering the Secrets of Your House" in which participants learn how to conduct building research.
- Content Curator of 2018 African American Builders of Topeka community exhibit.
- Developed community partnerships to help TSCPL achieve their mission and goals.

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

Topeka, KS
5/2012 to 6/2013

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

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

Kansas Historical Society, Museum Division

Topeka, KS
2003 to 2013

Collection Development Specialist (2005 to 2013)

Developed and implemented strategies to collect material culture of Kansas for permanent collection.

Cultivated potential donors, educated the public, developed community relations, research and developed exhibits, and wrote grants.

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

Assistant Curator (2003 to 2005)

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

Girl Scouts of Kaw Valley Council

Topeka, KS
1994 to 2002

Director of Community Development (2000 to 2002)

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

Director of Membership Development (1996 to 2000)

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

- Selected and Completed GSUSA Organizational Strategic Planning Workshop
- Completed Outcomes based Program Planning Workshop

Membership Manager (1994 to 1996)

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

- Training for Trainers Workshop
- Developed and implemented council-wide Troop Organizer Workshop

Presentation Experience

- **Presenter**, "Redlining" Topeka Housing & Racial Equity Summit, Topeka, KS, 2021
- **Presenter**, "The Day After: The Status Of African Americans At The End Of The Civil War", Lincoln Days, Lincoln, KS, 2015.
- **Presenter**, "Perry George Lowery", Rosalia Ranch, Symphony in the Flint Hills, Butler County, KS, 2014.
- **Presenter**, "A Plan to Prosper: The Black Experience in Wabaunsee County", Symphony in the Flint Hills, Wabaunsee, KS, 2011.
- **Presenter**, "Saying it Without Saying it: African American Artists in Kansas", American Family Insurance, Wichita, KS, 2011.
- **Presenter**, "Not Just White Bread America: Exploring Ethnicity in the Modern Midwest", National Council on Public History Annual Conference, Pensacola, FL, 2011.
- **Presenter**, "A Plan to Prosper: Tennessee Town", Reconnection IV Annual Conference, Topeka, KS, 2010.
- **Presenter**, "Kansas Collects", Kansas Museum Association Annual Conference, Hays, Kansas, 2006.
- **Presenter**, "Collecting The Here And Now," Mountain Plains Museums Association Annual Conference, Taos, New Mexico, 2006.
- **Presenter**, "Collecting Stories", Kansas Museum Association Annual Conference, Salina, Kansas, 2005.

Consulting Experience

- **Consultant/Researcher**, Research On Black Wichita Project, North Heights Christian Church, Wichita, KS, 2009- 2010.
- **Consultant**, Dockum Drug Store Sit-In Commemoration Committee, Wichita Sedgwick County Historical Museum, Wichita, KS, 2008.
- **Consultant Reviewer**, Dunbar Theatre, National Register of Historic Places Application, Topeka, KS, 2007.
- **Kansas Humanities Scholar**, Quindaro Documentary Film, Northeast Cooperative Council and Light Bearers Entertainment, Kansas City, 2014-2016.
- **Kansas Humanities Scholar**, Strugglers Hill: A People, A Community Documentary Film, Northeast Cooperative Council and Light Bearers Entertainment, Kansas City, KS, 2010-2011.
- **Kansas Humanities Scholar**, Hall's Chapel Oral History Project, Kauffman Museum, Newton, KS, 2007-2008.
- **Curator**, Treece, Kansas, Kansas Historical Society, Topeka, KS, 2013.
- **Curator**, Wichita Public Schools: Separate Is Not Equal, Panel Exhibit, Wichita Branch of NAACP, 2010.
- **Curator**, Illuminations: Black Wichita in the 1940's and 50's Photographic Exhibit, The Kansas African American Museum, Wichita, KS, 2008.
- **Advisor/Client**, McAdams Neighborhood History Project, Wichita State University, 2008.
- **Project Manager**, "Telling the Story of the North End" Community Collecting Project, Kansas Historical Society-Archives Division, Topeka, KS, 2005-2006.

Civic Engagement

- **Member**, ArtsConnect Board, Topeka, KS.
- **Co-Chair**, Heartland Visioning Diversity & Inclusion Workgroup, Topeka, KS.
- **Commissioner**, Local Landmarks Commission, City of Topeka, Topeka, KS.
- **President**, Blessing Boxes for Topeka, Topeka, KS.
- **Member**, Citizen's Advisory Council, City of Topeka, Topeka, KS., 2018
- **Trainer**, Circles of Greater Topeka, Topeka, KS, 2017.
- **Chair**, Diversity and Inclusion Committee, 501 District Citizen's Advisory Council, Topeka, KS, 2013.
- **Member**, Program Committee, Reconnection IV, Topeka, KS, 2010 - 2011.
- **Member**, Aaron Douglas Art Fair, Topeka, KS, 2006.
- **Member**, Fundraising Committee, Aaron Douglas Mural Wall, Topeka, KS, 2004.

Education

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

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

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



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Brent Trout, City Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Brent Trout, declaring the entire boundary of the City of Topeka for 2021.

(Approval will comply with K.S.A. 12-517 which requires a declaration of the boundary of the city if territory has been annexed in the calendar year.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to comply with Kansas law which requires that the governing body declare the boundary of the city when territory has been annexed in the calendar year.

STAFF RECOMMENDATION:

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

BACKGROUND:

In 2021, the City annexed property on the east side of SE Croco Road south of SE 31st Street. As this property has been added to the city, state law requires that the Governing Body pass a resolution before December 31 identifying the new city boundary.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Resolution

Map (2021 City Limits)

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by City Manager Brent Trout, declaring the entire boundary
4 of the City of Topeka for 2021.
5

6 WHEREAS, K.S.A. 12-517 provides that municipalities shall, by resolution, declare
7 the entire boundary of the municipality if territory has been added; and

8 WHEREAS, the resolution must be passed before December 31 of the year in which
9 territory was added; and

10 WHEREAS, in 2021, the City annexed property.

11 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
12 CITY OF TOPEKA, KANSAS, that it hereby declares the following to be the entire
13 boundary of the City:

14 A. Corporate Limits and Boundaries as Follows to Wit:
15

16 Beginning at the intersection of the West line of the Southeast Quarter of Section 34,
17 Township 11 South, Range 16 east of the 6th PM in Shawnee County, Kansas, with a line
18 which is 40 feet north of the South line of said Southeast Quarter; thence North 88°31'07"
19 East, North American Datum 1983, Kansas North Zone, parallel with the South line of said
20 Southeast Quarter, and on the North line of SE 6th St and its extension, 182.36 feet; thence
21 North 0°24'32" West on the North line of SE 6th St, 13.00 feet; thence North 88°31'07" East
22 on the North line of SE 6th St, 180.38 feet; thence easterly on a curve concave northerly
23 being the North line of SE 6th St, having a radius measure of 11,394.16 feet and an arc
24 length of 262.22 feet and a chord which bears North 87°51'34" East, 262.22 feet; thence
25 North 80°50'48" East on the North line of SE 6th St, 45.29 feet; thence North 87°11'07" East
26 on the North line of SE 6th St, 73.07 feet; thence North 0°24'32" West on the North line of
27 SE 6th St, 130.12 feet; thence North 87°11'07" East on the North line of SE 6th St, 96.46
28 feet; thence South 33°51'23" East on the North line of SE 6th St, 145.99 feet; thence North
29 88°58'29" East on the North line of SE 6th St, 351.46 feet; thence North 88°31'07" East on
30 the North line of SE 6th St, 100.00 feet; thence North 77°12'31" East on the North line of SE
31 6th St, 101.98 feet; thence North 37°10'42" East on the North line of SE 6th St, 28.62 feet;
32 thence North 0°01'45" West, 188.19 feet; thence South 88°31'07" West, 100.00 feet;
33 thence North 0°01'45" 1642.61 feet; thence North 88°41', 34" East parallel with the North
34 line of said Southeast Quarter, 300.00 feet; thence South 0°01'45" East, 399.15 feet;
35 thence North 88°37'58" East, 922 49 feet to the West line of Croco Rd; thence South
36 0°01'45" East, on the West line of Croco Rd, and parallel with the East line of said
37 Southeast Quarter, 816.04 feet; thence South 88°31'07" West on the West line of Croco

38 Rd, 15.00 feet; thence South 0°01'45" East on the West line of Croco Rd and its extension,
39 725.24 feet to an intersection with the North line of the Northeast Quarter of Section 3,
40 Township 12 South, Range 16 east of the 6th P.M.; thence South 0°28'27" East parallel
41 with the East line of said Northeast Quarter, 40.01 feet to an intersection with a line which
42 is 40 feet south of the North line of said Northeast Quarter; thence South 88°31'07" West,
43 parallel with the North line of said Northeast Quarter, on the South line of SE 6th St, 280.62
44 feet; thence South 0°25'53" West on the South line of SE 6th St, 10.00 feet to the Northeast
45 corner of Lot 2, Block "A" in England Mobile Home Estates Subdivision; thence southerly,
46 on the East line of said Lot 2, 477.03 feet; thence easterly, to a point which is 527.03 feet
47 south of and 12.5 feet west of the Northeast corner of the Northeast quarter of said Section
48 3; thence on an assumed bearing of South 00°21'23" East, parallel with the East line of
49 said Northeast Quarter, 1248.45 feet; thence South 88°38'12" West, 40 feet; thence
50 southerly, on a line which is 52.50 feet west of the East line of the last said Northeast
51 Quarter, 535.29 feet; thence easterly 2.50 feet; thence southerly, on the East line of the
52 last said Lot 1, and its extension, 360.00 feet, to an intersection with the South line of the
53 Northeast Quarter of Section 3, Township 12 south, Range 16 east; thence South
54 88°38'15" West, 25.89 feet; thence South 09°10'00" West, 156.20 feet; thence South
55 50°49'00" West, 907.50 feet; thence South 74°51'00" West, 547.39 feet to the East line of
56 the West Half of the Southeast Quarter of said Section 3; thence southerly on said East
57 line to the South Right-of-Way Line of U.S. Highway 40 as condemned in Case Number
58 91169; thence northeasterly on said South Right-of-Way Line and on a curve to the left
59 that has a radius of 3969.83 feet, an arc distance of 443.15 feet; thence on an assumed
60 bearing of North 83°34'24" East, on said South Right-of-Way Line, 820.00 feet to a point
61 80.00 feet west of the East line of said Southeast Quarter; thence south-southeasterly,
62 325.00 feet to a point that is 10.00 feet east of the Northeast corner of Lot 1, Altair Heights
63 Subdivision; thence westerly 10.00 feet to the Northeast corner of Lot 1, Altair Heights
64 Subdivision, being a point on the West Right-of-Way Line of Croco Road; thence southerly
65 on the West line of Croco Road on an assumed bearing of South 02°34'12" West, 222.94
66 feet; thence west 300.00 feet; thence south 587.42 feet; thence South 32°26'30" West,
67 203.21 feet; thence South 61°42'24" West, 671.80 feet; thence South 74°32'18" West,
68 89.94 feet; thence South 88°25'06" West, 194.71 feet, to a point 30.00 feet north of the
69 Southeast corner of the West Half of the Southeast Quarter of Section 3; thence south to
70 the Northeast corner of the West Half of the Northeast Quarter of Section 10, Township 12
71 south, Range 16 east of the 6th P.M.; thence on an assumed bearing of South 00°48'00"
72 West, on the East line of the West Half of the Northeast Quarter of said Section 10, 158.83
73 feet to the North line of the Kansas Turnpike Right-of-Way; thence South 63°15'40" West,
74 on said right-of-way line, 790.86 feet; thence South 69°36'00" West, continuing on said
75 right-of-way line, 452.77 feet; thence North 70°46'40" West, continuing on said right-of-way
76 line, 337.69 feet to the Easterly Right-of-Way Line of Service Road "L" of the Kansas
77 Turnpike Authority; thence southwesterly to the intersection of the Westerly Right-of-Way
78 Line of Service Road "L" of the Kansas Turnpike Authority, and the Northerly Right-of-Way
79 line of the Kansas Turnpike; thence southwesterly approximately 290 feet on the Northerly
80 Right-of-Way line of the Kansas Turnpike to a point which intersects with a line bearing
81 North 27°15'56" West, extended from the most Northerly corner of Lot 24, Block "N",

82 Aquarian Acres Subdivision; thence South 27°15'56" East, 300 feet, more or less, to said
83 most Northerly corner of Lot 24; thence easterly on the Southerly Right-of-Way Line of the
84 Kansas Turnpike to its intersection with the East line of the West Half of Section 10, also
85 being the Northeast corner of Aquarian Acres Subdivision; thence on an assumed bearing
86 of North 62°16'17" East, on the north line of Capricorn Woods Subdivision No. 2, 308.09
87 feet, to the North corner of Lot 11, Block 'C' in said subdivision; thence North
88 08°05'50" West, on the West line of Capricorn Woods Subdivision No. 3, a record distance
89 of 462.28 feet to the most westerly West corner of Lot 11, Block A in said subdivision;
90 thence North 51°49'07" East, on a North line of Capricorn Woods Subdivision No. 3,
91 399.13 feet; thence North 64°31'42" East, on a North line of Capricorn Woods Subdivision
92 No. 3, a record distance of 896.71 feet to a point on the East line of the West Half of the
93 Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M.;
94 thence South 00°19'45" West, on an East line of Capricorn Woods Subdivision No.3,
95 728.46 feet to the Northwest corner of Lot 1, Block "AA" in Shawnee Gardens Subdivision;
96 thence North 89°29'35" East, 1283.60 feet, to the Northeast corner of Lot 6, Block "B" in
97 said subdivision; thence easterly, on the North line of Shawnee Gardens Subdivision, to an
98 intersection with a line which is 30 feet west of the East line of the Northeast Quarter of
99 Section 10, Township 12 South, Range 16 east of the 6th P.M.; thence on an assumed
100 bearing of North 00°29'01" East, parallel with the East line of said Northeast Quarter, to an
101 intersection with a line which is an extension of the South line of the North 792.0 feet of the
102 Northwest Quarter of Section 11, Township 12 South, Range 16 east of the 6th P.M.;
103 thence North 89°47'56" East, parallel with the North line of said Northwest Quarter,
104 1356.93 feet, to a point which is 6.99 feet west of the East line of the Northwest Quarter of
105 the Northwest Quarter of said Section 11; thence South 00°27'04" West, 537.79 feet, to a
106 point on the South line of the Northwest Quarter of the Northwest Quarter of said Section
107 11, which is 5.50 feet west of the Southeast corner of the Northwest Quarter of the
108 Northwest Quarter of said Section 11; thence South 89°58'08" West, on the South line of
109 the Northwest Quarter of the Northwest Quarter of said Section 11, 1287.20 feet, to the
110 Northwest corner of Lot 1, Block 'E' in Belhaze Subdivision No. 2; thence southerly, to the
111 Northwest corner of Lot 8, Block 'D' in Belhaze Subdivision No. 2; thence westerly, to the
112 Northeast corner of Lot 1, Block "D" in Shawnee Gardens Subdivision; thence on an
113 assumed bearing of South 00°15'33" West, parallel with the East line of the Northeast
114 Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M., to the Southeast
115 corner of Lot 4, Block "D" in Shawnee Gardens Subdivision; thence North 89°44'27" West,
116 275.00 feet, to an East corner of Lot 15, Block "D" in said subdivision; thence South
117 00°15'33" West, 215.00 feet, to the most Easterly Southeast corner of Lot 16, Block "D" in
118 said subdivision; thence South 89°44'27" East, 275.00 feet to the Northeast corner of Lot
119 27, Block "D" in said subdivision; thence South 00°15'33" West, 362.57 feet to the
120 Southeast corner of Lot 12, Block "E" in said subdivision; thence North 89°26'55" East, on
121 the North line of the Southeast Quarter of Section 10, to an intersection with a line which is
122 30 feet west of the East line of said Southeast quarter; thence southerly on the West line of
123 Croco Road, 1432.51 feet; thence south on said West line of Croco Road 1176.40 feet to
124 the North Right-of-Way Line of S.E. 29th Street; thence westerly on the North Right-of-Way
125 Line of 29th Street to the East Right-of-Way Line of Wittenberg Road; thence northerly on

the East Right-of-Way Line of Wittenberg Road to a point 1689.93 feet north of the South line of Section 10, Township 12 south, Range 16 east of the 6th P.M.; thence westerly parallel with and 1689.93 feet north of the South line of said Section 10 to the West line of Section 10; thence northerly on the West line of Section 10 to its intersection with the North Right-of-Way Line of the Kansas Turnpike; thence southwesterly on the Northerly Right-of-Way Line of the Kansas Turnpike to its intersection with the East line of the West Half of the West Half of Section 16, Township 12 South, Range 16 east of the 6th P.M.; thence south to the Northeast corner of the West Half of the Southwest Quarter of said Section 16; thence easterly, on the North line of said Southwest Quarter, 1324.26 feet, to the Northeast corner of said Southwest Quarter; thence on an assumed bearing of 00°05'54" East on the West line of the Northeast Quarter of said Section 16, 1771.63 feet to an intersection with the Southeast right of way line of United States Interstate Highway 470/335, also known as Kansas Turnpike Tract No. 27-70; thence on said Southeast right of way line, being a curve concave northwesterly, having a radius measure of 5879.58 feet and an arc length of 1005.83 feet, the chord of which bears North 45°01'09" East, 1004.60 feet; thence North 40°07'06" East on said Southeast right of way line, 5.75 feet to the Southwest corner of Kansas Turnpike Tract 27-20E; thence North 84°56'53" East on the South line of said Turnpike Tract 27-20E, 524.39 feet; thence North 60°49'13" East on a South line of said Turnpike Tract 27-20E, 80.71 feet to an intersection with the South right of way line of SE 29th Street; thence South 89°28'02" East on the South right of way line of SE 29th Street, being 50.00 feet south of the North line of the West Half of said Northeast Quarter, 28.16 feet to a point on the East line of said West Half; thence South 00°15'13" West on the East line of said West Half, to a point on a line which is 300.00 feet south of the North line of the Northeast Quarter of Section 16; thence easterly, parallel with the North line of said Northeast Quarter, to the Southwest corner of Franklin Subdivision; thence northerly on the West line of said subdivision to the Northwest corner of Lot 1, Block A in Franklin Subdivision; thence easterly, to the Northeast corner of Lot 9, Block "J" in Shawnee Estates Subdivision; thence southerly, on the East line of Lot 9, to an intersection with a line which is 50 feet south of the North line of the Northeast Quarter of said Section 16, said line being the South line of Southeast 29th Street; thence easterly, parallel with the North line of said Northeast Quarter, to an intersection with a line which is 20 feet west of the East line of said Northeast Quarter, said line being the West line of West Edge Road; thence southerly, parallel with the East line of said Northeast Quarter, to an intersection with the North line of Lakeview Subdivision; thence westerly, on the North line of Lakeview Subdivision, to the Northeast corner of Lot 1 in said subdivision; thence southerly, to the Southeast corner of Lot 28 in Lakeview Subdivision; thence easterly, to an intersection with a line which is 20 feet west of the East line of the Northeast Quarter of said Section 16, said line also being the West line of West Edge Road; thence southerly, parallel with the East line of said Northeast Quarter, to an intersection with the South line of said Northeast Quarter; thence westerly, on the South line of said Northeast Quarter, to the Northeast corner of Lot 9, Block "D" in Lake Shawnee Subdivision "C"; thence southerly to the Southeast corner of Lot 19, Block "H" in Lake Shawnee Subdivision "C"; thence westerly, on the North line of S.E. 35th Street Terrace, and its extension, to an intersection with the West line of Shoreline Drive; thence southerly on the West line of Shoreline Drive to the

170 Southeast corner of Lot 10, Block N in Shawnee Lake Subdivision 'C'; thence westerly to
171 the Southwest corner of Block K in Shawnee Lake Subdivision 'C'; thence southerly on the
172 East line of the Southwest Quarter of said Section 16 to an intersection with a line 30.00
173 feet north of the South line of said Southwest Quarter; thence westerly parallel with the
174 South line of said Southwest Quarter to a point 100 feet easterly distant from the West line
175 of the East Half of said Southwest Quarter; thence northerly to the Southeast corner of Lot
176 1 in Rolling Meadows Subdivision No.2; thence westerly to the Southwest corner of said
177 Lot 1; thence southerly to the Southwest corner of the East Half of the Southwest Quarter
178 of said Section 16; thence continuing Southerly on the East line of the West Half of the
179 Northwest Quarter of Section 21, Township 12 South, Range 16 East of the 6th P.M. to
180 Southeast corner of the Southwest Quarter of said Northwest Quarter of Section 21;
181 thence westerly along the South line of said Northwest Quarter to the Southwest corner of
182 said Northwest Quarter; thence Northerly on the West line of said Northwest Quarter
183 660.00 feet; thence South 88°21'14" West, 1648.96 feet; thence North 01°40'19" West
184 661.21 feet; thence South 88°21'35" West, on the South line of the North Half of the
185 Northeast Quarter of said Section 20, to the Northeast corner of the Southeast Quarter of
186 the Northwest Quarter of said Section 20; thence southerly, 1320.35 feet, to the Northeast
187 corner of the Southwest Quarter of Section 20, Township 12 South, Range 16 east of the
188 6th P.M.; thence on an assumed bearing of North 88°21'37" East, 2186.81 feet along the
189 South line of the Northeast Quarter of Section 20, to the Southwest corner of Lot 1, Block
190 'A' KPL Substation Subdivision; thence Northerly to the Northwest corner of said Lot 1;
191 thence Easterly along the North line of said Lot 1 to a point on the Westerly right of way
192 line of existing California Avenue, said point being 30 feet West of the East line of said
193 Northeast Quarter; thence Northerly along said right of way line 463 feet; thence Easterly
194 30 feet to the East line of said Northeast Quarter of Section 20; thence Southerly along
195 said East line 660 feet to the Northeast corner of the Southeast Quarter of Section 20, said
196 point also being the Northwest corner of the Southwest Quarter of Section 21, Township 12
197 South, Range 16 east of the 6th P.M.; thence easterly on the North line of said Southwest
198 Quarter, 275.30 feet; thence southerly, on a line which is 275.30 feet east of the West line
199 of said Section 21, 516.00 feet; thence west 8.90 feet; thence southerly, on a line which is
200 266.40 feet east of the West line of Section 21, 553.00 feet; thence easterly 75.40 feet;
201 thence southerly on a line which is 341.80 feet east of the West line of Section 21, 216.50
202 feet; thence westerly on the North line of the South Half of the Southwest Quarter of
203 Section 21, Township 12 South, Range 16 east of the 6th P.M., to a point on a line which is
204 30 feet east of the West line of the Southwest Quarter of Section 21; thence southerly,
205 parallel with the West line of said South Half, 210.00 feet; thence easterly on a north line of
206 Stone Crest Subdivision, to the Northwest corner of Lot 4, Block 'E' in Stone Crest
207 Subdivision; thence northerly to the Northwest corner of Lot 22, Block 'E' in Stone Crest
208 Subdivision; thence easterly on the North line of the South Half of the Southwest Quarter of
209 said Section 21, to the East corner of Lot 9, Block 'H' in Stone Crest Subdivision; thence
210 southerly on the East line of the South Half of the Southwest Quarter of said Section 21, to
211 the Southeast corner of Lot 1, Block 'I' in Stone Crest Subdivision; thence westerly on the
212 North line of S.E. 45th Street and its extension, to the Southwest corner of Lot 9, Block 'D'
213 in Stone Crest Subdivision; thence northerly at a right angle to the Northwest corner of Lot

4, Block 'D' in Stone Crest Subdivision; thence westerly parallel with the South line of the Southwest Quarter of said Section 21, to a corner of Stone Crest Subdivision on the East line of Lot 8, Block 'C' in said subdivision; thence southerly on the East line of Block 'C' and its extension, in Stone Crest Subdivision, to an intersection with a line which is 50 feet south of the North line of the Northwest Quarter of Section 28, Township 12 South, Range 16 east of the 6th P.M.; thence South 88°35'26" West, North American Datum 1983, Kansas North Zone, 527.09 feet to a point 662.59 feet east of the West line of said Northwest Quarter; thence South 1°43'10" East, 610.78 feet; thence South 88°37'51" West, 662.61 feet to an intersection with the West line of said Northwest Quarter, said intersection also being the Southeast corner of Marlatte Center Subdivision; thence South 88°20'31" West on the South line of Marlatte Center Subdivision to the Southwest corner of said subdivision; thence northerly, on the Westerly line of said subdivision and its extension, to an intersection with a line which is 45 feet north of the North line of Section 29; thence westerly parallel with the South line of Section 20, to the West line of the East Half of said Section 20; thence on an assumed bearing of South 1°23'17" West, on the East line of the Southwest Quarter of said Section 20, 40.00 feet to the Northeast corner of the Northwest Quarter of Section 29, Township 12 South, Range 16 east of the 6th P.M.; thence South 1°52'43" East on the East line of said Northwest Quarter, 1650.18 feet; thence South 88°25'22" West, 1594.70 feet; thence North 2°08'17" West, 1692.12 feet to a point on a line which is 40.00 feet north of the South line of the Southwest Quarter of said Section 20; thence westerly on a line which is 40.00 north of the South line of the Southwest Quarter of said Section 20, to the East line of Section 19; thence continuing westerly to a point 30.00 feet west of the East line of Section 19, also being the West line of Adams Street; thence westerly parallel with and 40.00 feet north of the South line of Section 19, to a point that is 40.00 feet north of the Northeast corner of the West Half of the Northeast Quarter of Section 30, Township 12 South, Range 16 east of the 6th P.M.; thence southerly 2694.79 feet on the East line of South Village Subdivision, to the Southeast corner of said subdivision; thence westerly, on the South line of said subdivision to the Northeast corner of the Southwest Quarter of Section 30, Township 12 South, Range 16 east of the 6th P.M.; thence southerly on an assumed bearing of South 02°24'27" East, on the East line of said Southwest Quarter, to a point which is 44.20 feet north of the Southeast corner of Terra Heights Subdivision, said point also being on the Southwesterly line of the right of way of the former Missouri Pacific Railroad Company; thence South 56°03'19" East on the Southwesterly line of said right of way, 1304.94 feet; thence southeasterly, southerly and southwesterly on said right of way line, on a curve concave westerly having a radius measure of 419.28 feet and an arc length of 1020.97 feet, the chord of which bears South 20°32'28" West, 786.78 feet; thence South 88°10'41" West on said right of way line, 132.83 feet; thence westerly on said right of way line, on a curve concave southerly having a radius measure of 613.69 feet and an arc length of 207.93 feet, the chord of which bears South 78°26'03" West, 206.93 feet, to a point on a line which is 45 feet north of the South line of said Southeast Quarter; thence South 88°10'41" West parallel with the South line of said Southeast Quarter, 407.12 feet; thence South 88°35'12" West on a line which is 45 feet north of the South line of said Southwest Quarter, 2224.75 feet to a point on the East line of Topeka Boulevard; thence North

258 02°07'29" West on the East line of Topeka Boulevard, 602.47 feet; thence North 01°34'34"
259 West on the East line of Topeka Boulevard, 878.59 feet; thence northerly on the East line
260 of Topeka Boulevard, to an intersection with the North line of the Southwest Quarter of said
261 Section 30; thence westerly, on the South line of the Northwest Quarter of Section 30 to
262 the Southeast corner of the Northeast Quarter of Section 25, Township 12 South, Range
263 15 east of the 6th P.M.; thence northerly, on the East line of said Northeast Quarter, 20.00
264 feet, to the North line of S.W. 49th Street, extended from the west; thence westerly, on a
265 line which is 20.00 feet north of the South line of the Northeast Quarter of said Section 25,
266 to an intersection with the West line of the right of way of the Burlington Northern Santa Fe
267 Railway Company; thence southerly, on the West line of said right of way, to the Northeast
268 corner of Lot 1, Block "A" in Laird Noller Subdivision; thence westerly, to the Northwest
269 corner of said Lot 1; thence southerly, to the Southwest corner of said Lot 1; thence
270 westerly, 33.00 feet, to a corner of Lot 1, Block "A" in S.W. 57th Street Distribution Center
271 Subdivision; thence southerly on the most westerly East line of the last said Lot 1, and its
272 extension, to an intersection with a line which is 30 feet south of the North line of the
273 Southeast Quarter of said Section 36; thence westerly, on an assumed bearing of South
274 88°03'15" West, parallel with the North line of the Southeast Quarter of said Section 36, to
275 an intersection with a line which is 40 feet west of the East line of the Northwest Quarter of
276 the Southeast Quarter of said Section 36; thence southerly, parallel with the East line of
277 the Northwest Quarter of the Southeast Quarter of said Section 36, to an intersection with
278 a line which is 50 feet south of the North line of said Southeast Quarter; thence South
279 88°03'15" West, 280.00 feet; thence southerly, parallel with the East line of the Northwest
280 Quarter of the Southeast Quarter of said Section 36, to an intersection with a line which is
281 60 feet south of the North line of said Southeast Quarter; thence South 88°03'15" West, to
282 a point which is 535.10 feet east of the Northwest corner of the Southeast Quarter of said
283 Section 36, and 60.00 feet south of the North line of said Southeast Quarter, as measured
284 on the North line of, and normal from the North line of said Southeast Quarter; thence
285 South 76°44'39" West, 101.98 feet; thence South 88°03'15" West, 400.00 feet; thence
286 South 61°29'21" West, 55.90 feet; thence South 88°03'13" West, 1535.10 feet; thence
287 North 87°38'30" West, 199.78 feet; thence North 01°56'47" West, normal to the North line
288 of the Southwest Quarter of said Section 36, 90.00 feet, to an intersection with said North
289 line at a point which is 893.59 feet east of the Northwest corner of said Southwest Quarter;
290 thence continuing North 01°56'47" West, 90.00 feet; thence South 88°03'13" West, parallel
291 with the South line of the Northwest Quarter of said Section 36, 358.12 feet; thence North
292 07°53'08" East, 679.72 feet; thence North 23°43'11" East, 509.21 feet; thence North
293 14°17'25" East, 517.29 feet; thence North 00°04'32" West, 210.05 feet; thence northerly,
294 on a curve which is concave westerly, having a radius measure of 5889.58 feet and an arc
295 length of 719.40 feet, the chord of which bears North 06°17'43" East, 718.95 feet, to an
296 intersection with the South line of the Southwest Quarter of said Section 25; thence
297 northerly, on a curve which is concave westerly, having a radius measure of 5889.58 feet
298 and an arc length of 547.79 feet, the chord of which bears North 00°16'44" West, 547.59
299 feet; thence North 01°48'09" West, 1517.06 feet; thence North 02°03'30" East, 514.28 feet;
300 thence North 01°48'02" West, normal to the South line of the Northwest Quarter of said
301 Section 25, 80.00 feet, to an intersection with said South line at a point which is 1149.74

302 feet east of the Southwest corner of said Northwest Quarter; thence continuing North
303 01°48'02" West, to an intersection with a line which is 20 feet north of the South line of the
304 Northwest Quarter of said Section 25; thence westerly, on a line which is 20 feet north of
305 the South line of the Northwest Quarter of said Section 25, to an intersection with the East
306 line of Section 26, Township 12 South, Range 15 east of the 6th P.M.; thence continuing
307 westerly, parallel with and 20.00 feet north of the South line of the North Half of said
308 Section 26 to the East line of Burlingame Road; thence northerly on the East line of
309 Burlingame Road to an intersection with the North line of S.W. 45th Street, extended from
310 the west, said North line of S.W. 45th Street being 30.00 feet north of the South line of
311 Section 23, Township 12 South, Range 15 east of the 6th P.M.; thence westerly, parallel
312 with and 30.00 feet north of the South line of said Section 23 to an intersection with the
313 West line of the East Half of the Southeast Quarter of Section 23; thence northerly on the
314 West line of the East Half of the Southeast Quarter of Section 23, to an intersection with
315 the North line of the Southeast Quarter of said Section 23; thence westerly, on the North
316 line of said Southeast Quarter, to the Northeast corner of the Southwest Quarter of Section
317 23, Township 12 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of
318 South 87°44'36" West, on the North line of said Southwest Quarter, to the Northeast
319 Quarter of Lot 4, Block 'B' in Misty Harbor Estates No. 2 Subdivision; thence South
320 08°11'25" West, 149.95 feet; thence on a curve concave southerly, having a radius
321 measure of 537.50 feet and an arc length of 22.92 feet, the chord of which bears South
322 80°35'17" East, 22.92 feet; thence South 10°38'02" West, 250.08 feet; thence South
323 88°30'14" East, 53.58 feet; thence South 71°00'42" East, 57.83 feet; thence South
324 01°29'46" East, 281.87 feet; thence South 88°30'14" West, 75.00 feet; thence South
325 01°28'50" East, 522.53 feet; thence South 88°30'14" West, 27.13 feet; thence South
326 01°29'46" East, 130.00 feet, to the Northeast corner of Lot 1, Block 'E' in Misty Harbor
327 Estates No. 2 Subdivision; thence North 88°30'14" East, 580.41 feet; thence on a curve
328 concave easterly, having a radius measure of 500.00 feet and an arc length of 5.01 feet,
329 the chord of which bears North 3°32'39" West, 5.01 feet; thence North 88°31'10" East,
330 449.05 feet to a point on the East line of said Southwest Quarter; thence South 1°28'50"
331 East on the East line of said Southwest Quarter, 894.93 feet; thence South 1°28'50" East,
332 on the East line of said Southwest Quarter, 1280.18 feet to the Northeast corner of the
333 Northwest Quarter of Section 26, Township 12 South, Range 15 east of the 6th P.M.;
334 thence South 00°09'12" East, on the East line of said Northwest Quarter, 1299.00 feet;
335 thence South 56°16'49" West, 720.00 feet; thence South 00°09'12" East, parallel with the
336 East line of said Northwest Quarter, 919.99 feet; thence South 89°02'19" West, on a line
337 which is 45 feet north of the South line of said Northwest Quarter, 708.43 feet; thence
338 westerly, on a curve concave southerly, having a radius measure of 447.50 feet and an arc
339 length of 35.26 feet, the chord of which bears South 86°46'54" West, 35.25 feet, to a point
340 which is 16.84 feet north of the Southeast corner of Lot 9 Block "G", in Colly Creek
341 Subdivision No. 6; thence on an assumed bearing of South 00°13'06" East, on the East
342 line of the West Half of the Northwest Quarter of Section 26, Township 12 South, Range
343 15 east of the 6th P.M., 16.84 feet, to the Southeast corner of Lot 9, Block "G" in Colly
344 Creek Subdivision No. 6; thence on a 460.00 foot radius curve to the right, 264.29 feet;
345 thence North 79°51'05" West, 493.87 feet; thence on a 540.00 foot radius curve to the left,

410.24 feet; thence South 56°37'15" West, 38.90 feet; thence on a 460.00 foot radius curve to the right, 206.79 feet; thence South 82°22'40" West, 261.54 feet; thence North 83°24'11" West, 163.01 feet; thence westerly, 80 feet south of and parallel with the South line of the Northeast Quarter of Section 27, Township 12 South, Range 15 east of the 6th P.M., 429.69 feet; thence North 73°38'13" West, 382.80 feet; thence North 00°20'44" West, 139.53 feet; thence North 89°44'11" East, 217.86 feet; thence North 00°15'49" West, 400.00 feet; thence South 89°44'11" West, 85.12 feet; thence North 00°15'49" West, 200.00 feet; thence South 89°44'11" West, 58.01 feet; thence North 00°15'49" West, 200.00 feet; thence South 89°44'11" West, to an intersection with the East line of S.W. Gage Boulevard; thence North 00°39'50" West, 860.02 feet; thence North 89°44'11" East, 250.39 feet; thence North 00°15'39" West, 200.00 feet; thence South 89°44'11" West, 251.79 feet; thence North 00°39'50" West, 636.15 feet, to a point on the South line of Section 22, Township 12 South, Range 15 east of the 6th P.M.; thence westerly, on said line 11.76 feet to the Southwest corner of Lot 4 in said Section 22; thence continuing westerly on said South line, to an intersection with a line which is 30 feet west of the East line of Lot 5 in said Section 22; thence northerly, on a line which is 30 feet west of the East line of Lots 5, 6 and 7 in said Section 22, to a point which is 502.00 feet north and 30 feet west of the Southeast corner of said Lot 7; thence westerly, on the South line of S.W. 40th Street, and its extension, to the Southwest corner of Blackburn Subdivision; thence northerly, to the Northwest corner of Lot 1, Block 'A' in Blackburn Subdivision; thence easterly, on the North line of Blackburn Subdivision, and its extension, to an intersection with a line which is 30 feet west of the East line of said Lot 7; thence northerly, on a line which is 30 feet west of the East lines of Lots 7 and 8 in said Section 22 to an intersection with the North line of Section 22; thence west on the North line of Section 22 to a point 527.20 feet east of the Northeast corner of the Northwest Quarter of Section 22, Township 12 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of South 00°47'14" West, 1321.98 feet; thence North 89°29'14" West, 527.19 feet; thence North 89°23'29" West, 2650.19 feet, to an intersection with the West line of Section 22; thence southerly on the West line of said section to the East Quarter corner of Section 21, Township 12 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of South 88°46'43" West, on the North line of the Southeast Quarter of said Section 21, 464.91 feet; thence South 54°02'14" West, 363.09 feet; thence South 50°29'18" West, 44.16 feet; thence southwesterly, on a curve concave northwesterly, having a radius measure of 1030.00 feet and an arc length of 710.30 feet, the chord of which bears South 70°14'39" West, 696.31 feet; thence South 90°00'00" West, 8.57 feet; thence northwesterly, on a curve concave northeasterly, having a radius measure of 810.00 feet and an arc length of 272.67 feet, the chord of which bears North 80°21'22" West, 271.39 feet; thence North 70°42'44" West, 708.74 feet; thence northwesterly, on a curve concave southwesterly, having a radius measure of 966.50 feet and an arc length of 348.32 feet, the chord of which bears North 81°02'12" West, 346.44 feet; thence South 88°38'20" West, 332.17 feet; thence South 86°43'47" West, 180.10 feet; thence South 88°38'20" West, 35.22 feet; thence South 01°21'40" East, 51.49 feet; thence South 34°56'17" West, 344.26 feet; thence South 03°56'09" West, 122.53 feet; thence South 11°52'54" West, 231.70

389 feet; ; thence South 89°06'31" East, 71.26 feet; thence South 67°46'48" East, 126.07 feet;
390 thence South 49°59'15" East, 218.99 feet; thence South 28°03'34" East, 130.00 feet;
391 thence South 00°23'53" East, 154.39 feet; thence South 76°03'46" West, 147.76 feet;
392 thence southerly, on a curve concave westerly, having a radius measure of 412.00 feet and
393 an arc length of 155.03 feet, the chord of which bears South 00°28'07" West, 154.12 feet;
394 thence South 70°02'14" East, 187.76 feet; thence South 86°46'44" East, 149.34 feet; ;
395 thence South 67°24'25" East, 163.14 feet; thence South 42°41'52" East, 80.40 feet; thence
396 South 24°46'56" East, 142.36 feet; thence South 68°32'44" East, 173.53 feet; thence
397 South 32°54'02" East, 129.08 feet; thence South 00°32'09" East, 213.07 feet; thence
398 South 16°50'03" West, 30.00 feet; thence westerly, on a curve concave southerly, having a
399 radius measure of 530.00 feet and an arc length of 124.82 feet, the chord of which bears
400 North 79°54'45" West 124.53 feet; thence South 03°20'26" West, 60.00 feet; thence
401 westerly, on a curve concave southerly, having a radius measure of 470.00 feet and an arc
402 length of 28.84 feet, the chord of which bears North 88°25'02" West, 28.83 feet; thence
403 South 00°38'39" East, 149.80 feet; thence South 89°27'34" West, 645.28 feet; thence
404 North 00°40'39" West, 224.59 feet; thence South 89°28'25" West, 896.92 feet; thence
405 North 00°30'03" West, 462.09 feet; thence South 87°33'24" West, 826.16 feet; to the
406 northeast corner of Elevation Hill Subdivision; thence South 88°36'57" West, 227.50 feet;
407 thence North 01°10'51" West, on a line which is 52.50 feet east of the west line of the
408 southwest quarter of said Section 21, to an intersection with a line which is 30.00 feet north
409 of the South line of the North Half of the Southeast Quarter of Section 20, Township 12
410 South, Range 15 east of the 6th P.M.; thence westerly, on said extension, to an intersection
411 with the East line of said Southeast Quarter; thence westerly, on a line which is 30.00 feet
412 north of the South line of the North Half of said Southeast Quarter, 100.00 feet; thence
413 southerly, parallel with the East line of said Southeast Quarter, to an intersection with the
414 South line of the North Half of said Southeast Quarter; thence on an assumed bearing of
415 South 89°28'33" West, on the South line of the North Half of said Southeast Quarter,
416 726.34 feet, to the Northeast corner Lot 4, Block 'D' in Brian's Addition No. 3; thence South
417 25°50'40" East 202.34 feet to the East corner of Lot 5, Block 'D' in Brian's Addition No. 3;
418 thence southwesterly on a curve concave southeasterly, having a radius measure of
419 280.00 feet and an arc length of 55.87 feet, the chord of which bears South 58°22'32"
420 West, 55.78 feet; thence southwesterly on a curve concave northwesterly, having a radius
421 measure of 220.00 feet and an arc length of 23.68 feet, the chord of which bears South
422 55°44'31" West, 23.67 feet; thence South 31°09'29" East, 312.31 feet to the most northerly
423 East corner of Lot 1, Block 'E' in Brian's Addition No. 3; thence South 00°49'39" East 78.55
424 feet to the Southeast corner of Brian's Addition No. 3; thence North 89°28'53" East on the
425 North line of Lauren's Bay Villas No.2, to the Northeast corner of Lot 15, Block A in said
426 subdivision; thence South 0°54'31" East on a line which is 60.00 feet west of the East line
427 of the Southeast Quarter of Section 20, Township 12 South, Range 15 east of the 6th P.M.,
428 to an intersection with the South line of said Southeast Quarter; thence South 0°18'18"
429 East, on a line which is 60.00 feet west of the East line of the Northeast Quarter of Section
430 29, Township 12 South, Range 15 east of the 6th P.M., to the Southeast corner of Lot 30,
431 Block B in Lauren's Bay Villas No. 2; thence North 89°45'29" West, 375.60 feet to the

432 Southwest corner of Lot 29, Block B in said subdivision; thence South 0°18'18" East,
433 200.00 feet to the Southeast corner of Lot 7 in Block B in said subdivision; thence North
434 89°45'29" West on the South line of the Pottawatomie Reserve, 820.94 feet to the
435 Northwest corner of Lot 1, Block E in Woodland Heights 2nd Subdivision; thence South
436 0°15'48" East on the West line of Woodland Height 2nd Subdivision, 405.65 feet; thence
437 South 0°10'48" East on the West lines of Woodland Heights Subdivision No. 3 and
438 Woodland Heights 2nd Subdivision, 220.00 feet; thence North 89°39'50" East on the South
439 line of SW 46th Terrace, formerly SW 47th Street Terrace as platted in Woodland Heights
440 2nd Subdivision, 195.70 feet; thence South 0°17'38" East on the West line of Lot 2, Block
441 "G" in Woodland Heights 2nd Subdivision, 155.00 feet; thence North 89°42'22" East on the
442 South line of Lot 2, Block "G" in Woodland Heights 2nd Subdivision, 244.57 feet; thence
443 South 0°18'26" East on a West line of Woodland Heights 2nd Subdivision, 214.07 feet;
444 thence North 89°40'25" East on a South line of a public street platted in Woodland Heights
445 2nd Subdivision, 107.64 feet; thence northeasterly on a South line of a public street platted
446 in Woodland Heights 2nd Subdivision, on a curve concave northwesterly, having a radius
447 measure of 282.00 feet and an arc length of 168.26 feet, the chord of which bears North
448 72°34'49" East, 165.78 feet; thence South 34°33'36" East on the Southwest line of Lot 5,
449 Block "C" in Woodland Heights 2nd Subdivision, 261.85 feet; thence South 30°20'26" East,
450 182.33 feet; thence North 89°45'39" East, 44.40 feet; thence South 30°23'44" East, 59.89
451 feet to a point on the South line of Algonquin Trafficway as platted in Woodland Heights
452 Subdivision; thence North 59°44'00" East on the South line of Algonquin Trafficway, 31.97
453 feet; thence northeasterly on the South line of Algonquin Trafficway on a curve concave
454 southeasterly, having a radius measure of 222.00 feet and an arc length of 116.20 feet, the
455 chord of which bears North 75°02'50" East, 114.89 feet; thence North 89°41'27" East on the
456 South line of Algonquin Trafficway, 40.04 feet to an intersection with a line which is 60 feet
457 west of the East line of said Northeast Quarter; thence South 0°19'43" East parallel with
458 the East line of said Northeast Quarter, 386.19 feet to a point on the North line of
459 Algonquin Trafficway as platted in Woodland Heights Subdivision; thence South 89°40'16"
460 West on the North line of said Algonquin Trafficway, 40.00 feet; thence westerly on the
461 North line of said Algonquin Trafficway, on a curve concave northerly, having a radius
462 measure of 792.00 feet and an arc length of 142.16 feet, the chord of which bears North
463 84°50'50" West, 141.97 feet to an intersection with an extension of the West line of Block
464 D in Woodland Heights Subdivision; thence South 10°30'07" West on the West line of said
465 Block D and its extension, 636.35 feet to the Southwest corner of Lot 3 in said Block D;
466 thence South 89°16'56" West on the South line of said Northeast Quarter, 398.96 feet;
467 thence South 0°15'47" East parallel with the East line of the Southeast Quarter of said
468 Section 29, 1128.48 feet to a point 198.0 feet north of the South line of the Northeast
469 Quarter of said Southeast Quarter; thence North 88°57'31" East, 99.94 feet; thence South
470 0°17'00" East, 198.12 feet to a point on the South line of the Northeast Quarter of said
471 Southeast Quarter which is 660.00 feet west of the Southeast corner of the Northeast
472 Quarter of said Southeast Quarter; thence North 89°11'00" East on the North line of the
473 Southeast Quarter of the Southeast Quarter of said Section 29, 620.00 feet to an
474 intersection with a line which is 40.00 feet west of the East line of said quarter-quarter

475 section; thence South 0°15'52" East, parallel with the East line of said quarter-quarter
476 section, 1189.27 feet; thence South 16°46'48" West, 53.30 feet to a point which is 85.00
477 feet north of the South line of the Southeast Quarter of the Southeast Quarter of said
478 Section 29 and 55.62 feet west of the East line of said quarter-quarter section; thence
479 South 77°37'36" West, 80.57 feet to a point which is 69.00 feet north of the South line of
480 said quarter-quarter section; thence South 0°57'05" East, 29.00 feet; thence South
481 89°02'55" West on a line which is 40.00 feet north of the South line of said quarter-quarter
482 section, 335.89 feet; thence South 0°57'05" East, 15.00 feet; thence South 89°02'55" West
483 on a line which is 25.00 feet north of the South line of the Southeast Quarter of the
484 Southeast Quarter of said Section 29, 848.08 feet to an intersection with the West line of
485 said quarter-quarter section; thence North 0°19'05" West on the West line of said quarter-
486 quarter section, 1303.00 feet to the Northwest corner of the Southeast Quarter of the
487 Southeast Quarter of said Section 29; thence South 89°11'00" West on the South line of
488 the North Half of the Southeast Quarter of said Section 29, 1319.04 feet to the Southwest
489 corner of the Northwest Quarter of the Southeast Quarter of said Section 29; thence North
490 0°30'27" West on the West line of the North Half of the Southeast Quarter of said Section
491 29, 1329.04 feet to the Northwest corner of the Southeast Quarter of said Section 29;
492 thence South 89°19'02" West, on the South line of the Southeast Quarter of the Northwest
493 Quarter of said Section 29, 1319.13 feet; thence North 0°30'32" West on the West line of
494 the Southeast Quarter of the Northwest Quarter of said Section 29 and on the West line of
495 the East Half of Lot 2 in the Northwest Quarter of said Section 29, 1693.97 feet; thence
496 North 89°49'59" East, 676.36 feet; thence North 0°32'21" West, 673.72 feet to a point on
497 the North line of Lot 2 in the Northwest Quarter of said Section 29, also being the
498 Southwest corner of Lot 3, Block C in Bridle Path Acres Subdivision; thence North
499 89°51'00" East on the North line of Lot 2 in the Northwest Quarter of said Section 29,
500 650.24 feet to the Northeast corner of said Lot 2; thence North 00°25'18" West, on the
501 West line of the Northeast Quarter of Section 29, Township 12 South, Range 15 east of the
502 6th P.M., 308.95 feet, to the Southwest corner of the Southeast Quarter of said Section 20;
503 thence North 00°39'49" West, 1314.81 feet, to the Northwest corner of the Southwest
504 Quarter of said Southeast Quarter; thence northerly, on the West line of said Southeast
505 Quarter, also being on the West line of Monarch Meadow Subdivision, 1320.79 feet, to the
506 Northwest corner of said Southeast Quarter; thence on an assumed bearing of North
507 00°39'56" West, on the West line of the Northeast Quarter of said Section 20, 1321.86
508 feet, to the Northwest corner of Lot 8, Block "B" in South Branch Subdivision; thence on an
509 assumed bearing of North 00°39'11" West, 376.40 feet; thence South 57°47'36" East,
510 129.93 feet; thence North 18°16'12" East, 45.99 feet; thence North 89°19'37" East, 91.26
511 feet; thence South 07°42'39" West, 111.46 feet to the front common lot corner of Lots 9
512 and 10, Block "A", Glenwood Subdivision also being on the North line of S.W. 38th Place;
513 thence southerly and easterly on said North line and its extension across S.W. Arvonja
514 Place to the Southwest corner of Lot 28, Block "B", Glenwood Subdivision; thence North
515 00°40'23" West, on the West lines of Lots 28 through 15, Block "B" to the Northwest corner
516 of said Lot 15, being on the South line of S.W. 37th Street; thence easterly on said South
517 line, to an intersection with the West line of Shadywood West Subdivision, when extended
518 southerly; thence northerly on said extension to the North line of S.W. 37th Street; thence

519 North 00°47'12" West, 1280.10 feet; thence North 00°13'15" East, 529.59 feet; thence
520 South 89°20'15" West, 340.00 feet; thence North 00°13'15" East, 200.00 feet to the South
521 line of S.W. 34th Terrace; thence South 89° 20'15" West, 100.00 feet; thence North
522 00°13'15" East, 270.02 feet; thence North 89°20'15" East, 100.00 feet; thence North
523 00°13'15" East, 321.13 feet, to the North line of the Southeast Quarter of Section 17,
524 Township 12 South, Range 15 east of the 6th P.M.; thence easterly on the North line of
525 said Southeast Quarter, 1424.63 feet; thence on an assumed bearing of South 00°17'23"
526 East, 208.71 feet; thence North 89°20'50" East, to the West line of S.W. Wanamaker
527 Road; thence northerly on the West line of Wanamaker Road to the South line of
528 Crestridge Square Subdivision No. 2; thence on an assumed bearing of South 89°37'17"
529 West, to the Southwest corner of Lot 9, Block "A" of said subdivision; thence westerly, on
530 the South line of Mission Center Subdivision No. 1, to the Southwest corner of said
531 subdivision also being on the West line of the Northeast Quarter of Section 17; thence
532 northerly, on said West line to the Southeast corner of the Southwest Quarter of Section 8,
533 Township 12 South, Range 15 east of the 6th P.M.; thence northerly, on the East line of
534 said Southwest Quarter, to the Southeast corner of Lot 19, Block "A", Southwest Meadows
535 Subdivision; thence westerly, on the North line of S.W. 29th Street, and its extensions to
536 the Southeast corner of Lot 1, Block "A", Mission Woods Subdivision No. 2; thence
537 westerly on a line which is 50 feet north of the South line of the Southwest Quarter of
538 Section 8, Township 12 South, Range 15 east of the 6th P.M. to a point which is 738.59
539 feet east of the Southwest corner of said Southwest Quarter; thence westerly on the North
540 line of S.W. 29th Street, to an intersection with an extension of the East line of Sherwood
541 Estates Subdivision No. 23; thence southerly on the East line of Sherwood Estates
542 Subdivision No. 23, and its extension, to the Southeast corner of said subdivision; thence
543 westerly on the South line of said subdivision to an intersection with the East line of S.W.
544 Urish Road, being a line which is 40 feet east of the West line of the Northwest Quarter of
545 Section 17, Township 12 South, Range 15 east of the 6th P.M.; thence northerly, parallel
546 with the West line of the Northwest Quarter of said Section 17 to an intersection with the
547 North Line of said Northwest Quarter; thence northerly on a line which is 40 feet east of the
548 West line of the Southwest Quarter of Section 8, Township 12 South, Range 15 east of the
549 6th P.M., to an intersection with an extension of the North line of SW 29th Street from the
550 East, also being a line which is 50 feet north of the South line of said Southwest Quarter;
551 thence westerly parallel with the South line of the Southwest Quarter of said Section 8 to
552 an intersection with the West line of said Southwest Quarter; thence west-southwesterly to
553 the intersection of the West line of Urish Road and the North line of SW 29th Street, being
554 an intersection of a line which is 40 feet west of the East line of the Southeast Quarter of
555 Section 7, Township 12 South, Range 15 east of the 6th P.M. with a line which is 40 feet
556 north of the South line of said Southeast Quarter; thence northerly on said West line of
557 Urish Road to the Southeast corner of Lot 1, Block "A", Good Shepherd Lutheran Church
558 Subdivision; thence westerly on the South line of said Lot 1, 458.98 feet, to the East line of
559 Lot 2, Block "A", of said subdivision; thence southerly on the East line of said Lot 2 to the
560 North line of S.W. 29th Street; thence westerly on said North line to the Southwest corner
561 of Lot 1, Block "A", Tallgrass Subdivision; thence northerly on the West line of said Lot 1,
562 1268.94 feet, to an intersection with the South line of the North Half of the South Half of

Section 7, Township 12 south, Range 15 East of the 6th P.M.; thence westerly on the South line of the North Half of said South Half to a point that is 694.00 feet easterly of the West line of the Southwest Quarter of said Section 7; thence northerly, parallel with said West line, 200.00 feet; thence westerly parallel with the South line of the North Half of the Southwest Quarter, 654.00 feet, more or less, to an intersection with a line which is 25 feet east of the West line of said Southwest Quarter; thence southerly, parallel with the West line of said Southwest Quarter, to an intersection with the South line of the North Half of said Southwest Quarter; thence westerly on the South line of the North Half of said Southwest Quarter, to the Northeast corner of the South Half of the Southeast Quarter of Section 12, Township 12 South, Range 14 east of the 6th P.M.; thence westerly on the North line of the South Half of said Southeast Quarter, to an intersection with a line which is 52.50 feet west of the East line of said Southeast Quarter; thence on an assumed bearing of South 00°01'43" West, on a line which is parallel with the East line said Southeast Quarter, also being the West line of S.W. Indian Hills Road, to the most southerly Northeast corner of Lot 9, Block "D" in Sherwood Park Subdivision; thence South 05°44'27" West, 120.60 feet to an East corner of Lot 8, Block "D" in Sherwood Park Subdivision; thence South 00°01'43" West, 161.79 feet to an East corner of Lot 7, Block "D" in Sherwood Park Subdivision; thence South 45°31'42" West, 39.25 feet to a South corner of said Lot 7; thence North 88°58'19" West, 11.79 feet to a South corner of said Lot 7; thence South 87°12'50" West, 180.40 feet to a South corner of Lot 6, Block "D" in Sherwood Park Subdivision which is 50.50 feet east of the Southwest corner of said Lot 6; thence North 88°58'19" West, on a line which is 52.50 feet north of the South line of said Southeast Quarter, to an intersection with the West line of said Southeast Quarter; thence on an assumed bearing of North 88°58'19" West, on a line which is 52.50 feet north of the Southwest Quarter of said Section 12, 748.83 feet to the Southwest corner of Lot 4, Block 'A' in Sherwood Park Subdivision No. 8; thence North 01°01'41" East, 1290.30 feet to the Northwest corner of Lot 31, Block 'A' in said subdivision; thence North 88°58'19" West, 64.07 feet to the Southwest corner of S.W, 27th Street in Sherwood Park Subdivision No. 8; thence North 00°09'46" East, 227.81 feet to the Northwest corner of Lot 1, Block 'C' in said subdivision; thence North 89°50'11" West 291.66 Feet; thence North 61°14'14" West, 478.62 feet; thence North 00°09'49" East, 900.00 feet to an intersection with the North line of said Southwest Quarter; thence South 89°01'00" East on the North line of said Southwest Quarter, 1494.56 feet to the Northwest corner of the Southeast Quarter of said Section 12; thence North 89°47'32" East, North American Datum 1983, Kansas North Zone, on the North line of said Southeast Quarter to the Southwest corner of the East Half of the Northeast Quarter of said Section 12; thence North 1°19'51" West, on the West line of said East Half, 319.97 feet; thence North 89°47'17" East, 421.33 feet; thence North 2°56'05" West, 153.41 feet; thence North 26°38'39" East, 263.84 feet; thence North 36°58'43" East, 108.14 feet; thence North 46°11'26" East, 411.41 feet; thence North 37°52'30" East, 86.96 feet; thence North 34°50'57" West, 212.84 feet to a point on the South line of Lot 1, Block 'A' in Miller's Glen Subdivision; thence North 01°22'07" West, 130.00 feet; thence South 88°37'53" West, 125.00 feet; thence South 70°02'33" West, 411.40 feet; thence South 43°37'53" West, 472.50 feet; thence North 01°19'36" West, on the West line of the East Half of the Northeast Quarter of Section 12, Township 12 South,

607 Range 14 east of the 6th P.M., 1623.48 feet to a point on a line which is 52.50 feet south of
608 the North line of said Northeast Quarter; thence North 89°33'47" East, parallel with the
609 North line of said Northeast Quarter, 765.65 feet; thence South 00°26'13" East, 38.58 feet;
610 thence southeasterly, on a curve concave northeasterly, having a radius measure of
611 100.00 feet and an arc length of 78.54 feet, the chord of which bears South 22°56'13"
612 East, 76.54 feet; thence South 45°26'13" East, 193.72 feet; thence southeasterly, on a
613 curve concave southwesterly, having a radius measure of 200.00 feet and an arc length of
614 107.09 feet, the chord of which bears South 30°05'49" East, 105.82 feet; thence South
615 14°45'26" East, 41.00 feet; thence southeasterly, on a curve concave northeasterly, having
616 a radius measure of 200.00 feet and an arc length of 110.34 feet, the chord of which bears
617 South 30°33'47" East, 108.95 feet; thence South 46°22'07" East, 168.38 feet; thence North
618 88°37'53" East, 110.00 feet, to a point on a line which is 52.50 feet west of the East line of
619 said Northeast Quarter, thence South 01°22'07" East, parallel with the East line of said
620 Northeast Quarter, 329.06 feet; thence North 87°04'11" East, 52.52 feet, to the Southwest
621 corner of the North 966.50 feet of the Northwest Quarter of Section 7, Township 12 South,
622 Range 15 east of the 6th P.M.; thence on an assumed bearing of North 88°26'14" East, on
623 the South line of said North 966.50 feet, to an intersection with the West line of the
624 Northeast Quarter of Section 7, Township 12 South, Range 15 east of the 6th P.M.; thence
625 northerly on the West line of the Northeast Quarter of said Section 7 to the Northwest
626 corner of said Northeast Quarter; thence northerly to the Southwest corner of Tract 16 in
627 Busby Subdivision; thence easterly to the Southwest corner of Tract 2 in Busby
628 Subdivision; thence northerly to the Northwest corner of said Tract 2; thence easterly on
629 the North line of Busby Subdivision, and its extension, to an intersection with a line which is
630 30 feet east of the West line of the Southwest Quarter of Section 5, Township 12 South,
631 Range 15 east of the 6th P.M.; thence southerly parallel with the West line of said
632 Southwest Quarter to the Southwest corner of Lot 45 in Broadview Acres; thence westerly
633 on an extension of the South line of said Lot 45 to an intersection with a line which is 25
634 feet east of the West line of said Southwest Quarter; thence southerly parallel with the
635 West line of said Southwest Quarter to an intersection with a line which is 30 feet north of
636 the South line of said Southwest Quarter; thence easterly parallel with the South line of
637 said Southwest Quarter to an intersection with an extension of the East line of Lot 4, Block
638 "D" in Brookfield West Subdivision No. 3; thence southerly on said extension to the North
639 line of the Northwest Quarter of Section 8, Township 12 South, Range 15 east of the 6th
640 P.M.; thence southerly on said extension and on the East line of said Lot 4, 268.00 feet;
641 thence east 163.00 feet; thence northerly on the West lines of Lots 10 and 11, Block "D" in
642 Brookfield West Subdivision No. 3, to the Northwest corner of said Lot 11; thence easterly
643 on a line which is 50 feet south of the North line of said Northwest Quarter to an
644 intersection with an extension of the West line of the East Half of the East Half of the
645 Southwest Quarter of Section 5, Township 12 South, Range 15 east of the 6th P.M.; thence
646 North 0°1'15" East, North American Datum 1983, Kansas North Zone, on the West line of
647 the East Half of the East Half of said Southwest Quarter, to a point on the South line of SW
648 17th Street, 52.56 feet southerly distant from the Northwest corner of the East Half of the
649 East Half of said Southwest Quarter; thence South 87°43'46" West on a line which is 52.50
650 feet south of the North line of said Southwest Quarter, also being the South line of SW 17th

651 Street, to an intersection with the West line of Lot 20 in Broadview Acres; thence northerly
652 on the West line of Lot 20 to a point 15.02 feet southerly distant from the Northwest corner
653 of said lot; thence westerly on a line which is 15 feet south of the North line of Lot 38 in
654 Broadview Acres, and its extension, to a point 105.00 feet westerly distant from the East
655 line of Lot 38; thence North 65°05'26" East, 32.84 feet to the North line of Lot 38; thence
656 westerly on the North line of Lots 38 and 39 in Broadview Acres to a point which is 65.00
657 feet easterly distant from the Northwest corner of Lot 39; thence South 36°58'08" West,
658 47.74 feet; thence South 16°29'26" West, 52.37 feet to a point on a line which is 52.5 feet
659 east of the West line of said Southwest Quarter; thence North 0°43'59" East parallel with
660 the West line of said Southwest Quarter, to an intersection with the South line of the
661 Northwest Quarter of said Section 5; thence North 0°53'14" East, on a line which is 52.5
662 feet east of the West line of said Northwest Quarter, 1589.09 feet; thence North 87°53'48"
663 East parallel with the North line of said Northwest Quarter, 1601.67 feet to a point on the
664 West line of Lot 1, Block A, Arbor Valley Subdivision; thence North 0°39'21" West on the
665 West line of said Lot 1, to a point on a line which is 30 feet south of the North line of said
666 Northwest Quarter; thence South 87°53'48" West on a line which is 30 feet south of the
667 North line of the Northwest Quarter of said Section 5, 1601.44 feet to a point on a line
668 which is 25 feet east of the West line of said Northwest Quarter; thence North 00°53'14"
669 East, parallel with the West line of said Northwest Quarter, 30.04 feet to a point on the
670 North line of said Northwest Quarter; thence North 01°50'24" West, on a line which is 25
671 feet east of the West line of the Southwest Quarter of Section 32, Township 11 South,
672 Range 15 east of the 6th P.M., 552.48 feet; thence North 87°53'51" East, 620.82 feet;
673 thence north-northeasterly on a curve concave easterly, having a radius measure of 288.50
674 feet and an arc length of 236.75 feet, the chord of which bears North 22°25'24" East,
675 230.03 feet; thence North 37°31'27" East, 73.75 feet; thence North 87°53'51" East, 67.65
676 feet; thence South 61°37'24" East, 93.15 feet; thence North 87°18'00" East, 381.34 feet to
677 a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section
678 32; thence South 01°46'12" East on the West line of the Southeast Quarter of the
679 Southwest Quarter of said Section 32, 111.59 feet to the Northwest corner of the South
680 Half of the Southeast Quarter of the Southwest Quarter of said Section 32; thence North
681 87°54'38" East on the North line of said South Half, 1316.47 feet to a point on the West
682 line of the Southeast Quarter of said Section 32; thence North 01°41'55" West on the West
683 line of the Southeast Quarter of said Section 32, 666.05 feet, to the Northwest corner of
684 the South Half of the Southeast Quarter of Section 32; thence easterly on the North line of
685 the South Half of said Southeast Quarter, 186.92 feet, to the Westerly right-of-way line of
686 U.S. Interstate Highway 470; thence northwesterly, on said Westerly right-of-way line, to a
687 point on the North line of S.W. 10th Street; thence westerly on the North line of S.W. 10th
688 Street, to an intersection with an extension of the East line of Red Oaks Place; thence on
689 an assumed bearing of South 01°35'05" East, on the East line of Red Oaks Place, and its
690 extension, 1367.31 feet, to the Southeast corner of Red Oaks Place; thence South
691 87°55'48" West, 1090.50 feet, to the East line of Urish Road; thence North 01°50'38" West,
692 on the East line of Urish Road, and its extensions, 1327.96 feet, to an intersection with the
693 North line of the Southwest Quarter of Section 32, Township 11 South, Range 15 east of
694 the 6th P.M.; thence South 87°57'54" West, on the North line of said Southwest Quarter, to

695 the Southeast corner of the Northeast Quarter of Section 31, Township 11 South, Range
696 15 east of the 6th P.M.; thence South 87°16'57" West on the South line of said Northeast
697 Quarter, 40.01 feet; thence North 01°42'41" West parallel with the East line of said
698 Northeast Quarter, 40.01 feet to the Southeast corner of Lot 1, Block 'A' in Gail
699 Subdivision; thence South 87°16'57" West on the South line of Lot 1, 418.68 feet; thence
700 South 89°11'01" West on the North line of SW 10th Street, 509.17 feet; thence North
701 70°28'23" West on the North line of SW 10th Street, 251.06 feet to the West corner of Lot
702 12, Block 'A' in Gail Subdivision; thence North 58°39'21" West, 60.29 feet to the South
703 corner of Lot 2, Block 'A' in Gail Subdivision; thence northwesterly on the Southwest line of
704 Lot 2 being a curve concave northeasterly, having a radius measure of 527.96 feet and an
705 arc length of 130.17 feet, the chord of which bears North 43°36'28" West, 129.84 feet;
706 thence North 01°04'20" West on the West line of Gail Subdivision, 631.43 feet to the
707 Northwest corner thereof; thence North 87°24'52" East on the North line of Gail
708 Subdivision, 835.00 feet; thence South 89°30'42" East on the North line of Gail
709 Subdivision, 375.50 feet to a point on the West line of SW Urish Road; thence South
710 11°48'27" East on the West line of Urish Road, 409.64 feet; thence North 88°17'19" East,
711 75.00 feet to an intersection with a line which is 25 feet east of the West line of the
712 Northwest Quarter of Section 32, Township 11 South, Range 15 east of the 6th P.M.;
713 thence North 01°42'41" West, parallel with the West line of said Northwest Quarter, to an
714 intersection with the North line of said Northwest Quarter; thence North 87°45'17" East,
715 2613.78 feet, to the Northwest corner of the Northeast Quarter of Section 32, Township 11
716 South, Range 15 east of the 6th P.M.; thence easterly, on the South line of the Southeast
717 Quarter of Section 29, Township 11 South, Range 15 east of the 6th P.M., 134.78 feet;
718 thence northerly, at a right angle, 30.00 feet; thence westerly, parallel with the South line of
719 said Southeast Quarter, 134.33 feet; thence Northerly, on the West line of said Southeast
720 Quarter, to the Northwest corner of Lot 15, Block 'A' in River Hill Residential Subdivision;
721 thence westerly on the North line of the South Half of the Southwest Quarter of said
722 Section 29, to the most westerly Southwest corner of Lot 13, Block 'A' in River Hill
723 Residential Subdivision; thence northerly to the Northwest corner of said Lot 13; thence
724 easterly, to the Northeast corner of Lot 11, Block 'A' in River Hill Residential Subdivision;
725 thence southerly, to the Northwest corner of Lot 10, Block 'A' in River Hill Residential
726 Subdivision; thence on an assumed bearing of North 87°45'41" East, on a North line of
727 River Hill Residential Subdivision, 996.42 feet; thence North 00°42'20" West, 39.40 feet;
728 thence North 87°45'41" East, on a North line of River Hill Residential Subdivision, 330.00
729 feet, to an intersection with the West line of the Southwest Quarter of Section 28,
730 Township 11 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of North
731 01°23'09" East, on the West line of the last said Southwest Quarter, to the Southwest
732 corner of the Northwest Quarter of said Section 28; thence North 00°27'26" East, on the
733 West line of said Northwest Quarter, to the Northwest corner of Lot 1, Block A in
734 Menninger Subdivision; thence easterly, on the North line of said Lot 1, to the Northeast
735 corner of said Lot 1; thence northerly, on the West line of the Northeast Quarter of said
736 Section 28, to the South bank of the Kansas River; thence continuing northerly on the
737 West lines of the East Halves of Sections 28 and 21, Township 11 south, Range 15 east of

738 the 6th P.M., to the North line of Lower Silver Lake Road; thence east on the North line of
739 Lower Silver Lake Road to the East line of Menoken Road; thence northerly on the East
740 line of Menoken Road, 1281.10 feet; thence easterly on the North line of Sun Valley
741 Subdivision No. 2 to the Northeast corner thereof; thence southerly on the East line of said
742 subdivision, 1279.38 feet, to the North line of Lower Silver Lake Road; thence easterly on
743 said North line to the West line of Kaw Half-Breed Reserve No. 1; thence north on the
744 West line of Kaw Half-Breed Reserve No. 1, to the Northwest corner of said Reserve No. 1;
745 thence northeasterly to the intersection of the North right-of-way line of U.S. Highway No.
746 24 and the West line of the Southwest Quarter of Section 14, Township 11 South, Range
747 15 east of the 6th P.M. said point being 100.00 feet north of the Centerline of U.S. Highway
748 24; thence on an assumed bearing of North 00°25'08" West, 1065.79 feet, to a point which
749 is 287.2 feet south of the Northwest corner of said Southwest Quarter, being an
750 intersection with the Northwest line of US Highway 75; thence South 52°13'52" West, on
751 the Northwest line of US Highway 75, 25.16 feet; thence North 00°25'08" West, on a line
752 which is 20 feet west of the East line of Lot 3 in Section 15, Township 11 South, Range 15
753 east of the 6th P.M., 302.19 feet, to a point on the North line of said Lot 3; thence North
754 01°18'04" East, on a line which is 20 feet west of the East line of Lot 2 in said Section 15,
755 18.96 feet; thence North 88°12'36" East, on a line which is 30 feet north of the Centerline
756 of Northwest 25th Street, 1010.99 feet; thence North 01°47'24" West, 92.55 feet; thence
757 North 37°59'36" East on the Southeast line of US Highway 75, 364.65 feet to the
758 Northwest corner of Lot 1, Block A in ADR Industrial Park; thence North 38°01'44" East on
759 the Southeast line of US Highway 75, 266.26 feet to the North corner of said Lot 1; thence
760 South 51°59'33" East on the Northeast line of Lot 1, 89.98 feet to the Northeast corner of
761 said lot; thence North 38°03'02" East on a West line of Lot 4, Block A in ADR Industrial
762 Park, 89.91 feet; thence North 51°59'33" West on a West line of said Lot 4, 90.03 feet;
763 thence North 37°44'54" East on a West line of Lot 4, 15.74 feet; thence North 4°25'54"
764 West on the East line of US Highway 75, 367.87 feet; thence North 3°20'43" East on the
765 East line of US Highway 75, 87.90 feet to a corner of Lot 7, Block A in ADR Industrial Park;
766 thence South 86°36'56" East on a West line of said Lot 7, 89.99 feet; thence North
767 3°26'25" East on a West line of Lot 7, 89.99 feet; thence North 86°36'56" West on a West
768 line of Lot 7, 90.12 feet; thence North 3°30'12" East, 189.43 feet to the most westerly
769 Northwest corner of Lot 7; thence South 79°14'42" East on the North line of Lot 7, 165.81
770 feet; thence North 28°08'28" East on a West line of Lot 7, 224.70 feet; thence North
771 46°43'13" East on a Northwest line of Lot 7, 53.39 feet; thence South 85°46'45" East,
772 24.67 feet to the Northeast corner of Lot 7; thence South 2°00'04" East, on the East line of
773 Lot 7, 82.48 feet to the Northwest corner of Lot 8, Block A in ADR Industrial Park; thence
774 South 41°23'22" East, 645.35 feet to the most easterly Northeast corner of Lot 9, Block A
775 in ADR Industrial Park; thence South 1°42'26" East, 988.68 feet to the Southeast corner of
776 Lot 11, Block A in ADR Industrial Park; thence South 1°41'17" East, 37.50 feet to an
777 intersection with the South line of the Northwest Quarter of said Section 14; thence
778 continuing on South 1°41'17" East to the South line of NW 25th Street; thence South
779 89°49'44" West on a line which is 30 feet south of the Centerline of NW 25th Street, also
780 being the South line of NW 25th Street, 437.89 feet; thence South 75°49'43" West on the
781 South line of NW 25th Street, 163.8 feet; thence South 84°49'43" West on the North line of

782 Lot 1, Block "A" in Midwest Subdivision No. 2, 136.9 feet to the Northwest corner of said
783 lot; thence South 87°12'27" West, 200.66 feet to the Northeast corner of Lot 1, Block 'A' in
784 BRB Subdivision No. 2; thence South 04°20'53" East, 375.00 feet; thence South 11°14'02"
785 West, 519.20 feet; thence South 41°56'26" West, 471.70 feet, to the south corner of BRB
786 Subdivision No.2; thence Easterly on a line which is 150.00 feet north of the Centerline of
787 existing US Highway 24 to the Southwest corner of Lot 3 of Six Zero North Subdivision;
788 thence Northerly along the West line of said Lot 3 to the Northwest corner of said Lot 3;
789 thence Easterly along the North line of said Lot 3 to the Northeast corner of said Lot 3, also
790 being a point on the West line of Lot 2 of said Six Zero North Subdivision; thence Northerly
791 along the West lines of said Lot 2 and Lot 1 of said Six Zero North Subdivision to the North
792 line of Government Lot 4 of Fractional Section 14, Township 11 South, Range 15 East of
793 the 6th P.M.; thence Easterly along the North line of said Government Lot 4 to the
794 Northwest corner of Government Lot 5 of said Fractional Section 14; thence continue
795 Easterly along the North line of said Government Lot 5 to the Northeast corner of said
796 Government Lot 5; thence Southerly along the East line of said Government Lot 5 to said
797 line which is 150.00 feet north of the Centerline of existing US Highway 24; thence Easterly
798 along said line to the East right-of-way line of the Chicago Rock Island and Pacific
799 Railroad; thence northerly on the East right-of-way line of said railroad to its intersection
800 with the West line of Section 18, Township 11 south, Range 16 east of the 6th P.M.;
801 thence north on the West line of said Section 18 to the South line of Menninger Road;
802 thence west on the South line of Menninger Road to its intersection with the West line of
803 Green Hills Road; thence north on said West line to its intersection with the South line of
804 the Southeast Quarter of Section 12, Township 11 South, Range 15 East of the 6th P.M.;
805 thence westerly on said South line to the East right-of-way line of the Chicago Rock Island
806 and Pacific Railroad; thence northwesterly on said East line to the South line of N.W. 35th
807 Street; thence easterly on said South line to the Northeast corner of Lot 1, Block "D",
808 Forest Hills Estates Subdivision; thence southerly on the East lines of Lots 1 and 2, Block
809 "D" in said subdivision to the Southeast corner of Lot 2, Block "D" in said subdivision;
810 thence easterly, 242.00 feet south of and parallel with the North line of said Southeast
811 Quarter, to an intersection with the East line of Green Hills Road; thence southerly on the
812 said East line of Green Hills Road to an intersection with a line which is 20 feet north of the
813 South line of the Southwest Quarter of Section 7, Township 11 South, Range 16 east of
814 the 6th P.M.; thence easterly, parallel with the South line of the Southwest Quarter of said
815 Section 7, to an intersection with an the West line of Daisy Brown Martin Subdivision;
816 thence northerly, to the Southwest corner of Lot 11 in said subdivision; thence easterly, on
817 the North line of Menninger Road, to the Southeast corner of Lot 36 in Daisy Brown Martin
818 Subdivision; thence southerly, on an East line of Daisy Brown Martin Subdivision, to an
819 intersection with a line which is 20 feet north of the South line of the Southwest Quarter of
820 said Section 7; thence easterly, on an assumed bearing of North 88°20'01" East, parallel
821 with the South line of the Southwest Quarter of said Section 7, to an intersection with the
822 West line of Rochester Cemetery; thence North 00°51'36" West, 1467.73 feet; thence
823 North 89°40'29" East, on the North line of Rochester Cemetery, 98.5 feet to the Southeast
824 corner of Lot 49 in Daisy Brown Martin Subdivision; thence North 01°24'25" West, 323.50
825 feet, to the Northeast corner of said Lot 49; thence South 86°51'36" West, 434.00 feet, to

826 the Northwest corner of said Lot 49; thence North 01°24'25" West, parallel with the West
827 line of the Southwest Quarter of said Section 7, 467.64 feet; thence South 88°05'43" West,
828 parallel with the North line of the Southwest Quarter of said Section 7, 50.0 feet; thence
829 North 01°24'25" West, parallel with the West line of the Southwest Quarter of said Section
830 7, 300.0 feet; thence North 88°05'43" East, parallel with the North line of the Southwest
831 Quarter of said Section 7, 50.0 feet; thence North 01°24'25" West, 60.0 feet, to an
832 intersection with a line which is 20 feet south of the North line of the Southwest Quarter of
833 said Section 7; thence North 88°05'43" East, parallel with the North line of the Southwest
834 Quarter of said Section 7, 970.09 feet; thence South 01°26'37" East, parallel with the East
835 line of said Southeast Quarter, 580.0 feet; thence North 88°05'43" East, parallel with the
836 North line of said Southwest Quarter, 179.50 feet, to an intersection with the West line of
837 the Southeast Quarter of said Section 7; thence North 88°17'11" East, parallel with the
838 North line of the Southeast Quarter of said Section 7, 200.0 feet; thence South 01°26'37"
839 East, parallel with the West line of the Southeast Quarter of said Section 7, 1739.28 feet;
840 thence South 88°01'54" West, parallel with the South line of said Southeast Quarter, 200
841 feet; thence South 01°26'37" West, on the West line of said Southeast Quarter, 289.97
842 feet, to an intersection with a line which is 20 feet north of the South line of the Southeast
843 Quarter of said Section 7, also being the North line of Menninger Road; thence easterly,
844 parallel with the South line of said Southeast Quarter, to an intersection with an extension
845 of the West line of Lot 2A in Tolin Subdivision; thence northerly, to the Southwest corner of
846 Lot 2A in Tolin Subdivision; thence easterly, to the Southeast corner of Lot 1A in Tolin
847 Subdivision; thence southerly, on an extension of the East line of Lot 1A in Tolin
848 Subdivision to an intersection with a line which is 20 feet north of the South line of the
849 Southeast Quarter of said Section 7; thence easterly, parallel with the South line of said
850 Southeast Quarter, to an intersection with the West line of Ward Lot Subdivision; thence
851 northerly, to the Southwest corner of Ward Lot; thence easterly, to the Southeast corner of
852 Ward Lot; thence southerly, on the East line of Ward Lot Subdivision, to an intersection
853 with a line which is 20 feet north of the South line of the Southeast Quarter of said Section
854 7; thence easterly, parallel with the South line of said Southeast Quarter, to an intersection
855 with the Centerline of Rochester Road; thence northerly on the Centerline of Rochester
856 Road, to an intersection with a line which is 50 feet north of the South line of the Southeast
857 Quarter of said Section 7; thence easterly parallel with the South line of said Southeast
858 Quarter, to an intersection with the West line of the Southwest Quarter of Section 8,
859 Township 11 South, Range 16 east of the 6th P.M.; thence northerly to the Southwest
860 corner of Lot 1 in Dale Lots; thence easterly, to the Southeast corner of Lot 2 in Dale Lots;
861 thence southerly, on an extension of the East line of Dale Lots subdivision, to an
862 intersection with a line which is 50 feet north of the South line of the Southwest Quarter of
863 said Section 8; thence easterly, parallel with the South line of said Southwest Quarter, to
864 an intersection with the West line of the East Half of said Southwest Quarter; thence
865 southerly, to an intersection with a line which is 8 feet north of the South line of said
866 Southwest Quarter; thence easterly, parallel with the South line of said Southwest Quarter,
867 to a point which is 496 feet east of the Southwest corner of the East Half of the Southwest
868 Quarter of said Section 8, as measured on and normal from said South line; thence east-
869 northeasterly, to an intersection with a line which is 20 feet north of the South line of the

870 East Half of said Southwest Quarter, at a point which is 678 feet east of the Southwest
871 corner of the East Half of said Southeast Quarter, as measured on and normal from said
872 South line; thence easterly, parallel with the South line of the East Half of said Southwest
873 Quarter, to an intersection with the West line of the Southeast Quarter of said Section 8;
874 thence easterly, on a line which is 20 feet north of the South line of said Southeast Quarter,
875 to an intersection with a line which is 30 feet east of the West line of said Southeast
876 Quarter; thence southerly, parallel with the West Line of said Southeast Quarter, to an
877 intersection with the North line of Section 17, Township 11 south, Range 16 east of the 6th
878 P.M.; thence easterly, on the North line of said Section 17, to the East Right-of-way line of
879 Soldier Creek Cutoff and Channel Improvement; thence southerly and easterly on said
880 right-of-way line to the East line of Kaw Half-Breed Reserve No. 5; thence southerly,
881 592.92 feet on said East line to its intersection with the Centerline of Indian Creek, the
882 same being the Northwest corner of Hillyers Subdivision; thence in an easterly direction,
883 following the meandering of said Indian Creek, to a point which is 17.00 chains west of the
884 East line and 14.13 chains north of the Southeast corner of the Northeast Quarter of Kaw
885 Half-Breed Reserve No. 6; thence southerly, parallel with the East line of said Kaw Reserve
886 No. 6 about 51.50 chains distance to the North Bank of the Kansas River; thence
887 northwesterly on the said Kansas River bank to the intersection with the East line of
888 Oakland Addition when extended north; thence southerly, on said extension of the East
889 line of Oakland Addition to the Northeast corner of said addition; thence continuing
890 southerly on the East line of said addition, to a point 2657.77 feet north of the Southwest
891 corner of Section 22; thence on an assumed bearing of North 88°34'44" East, 139.90 feet;
892 thence South 47°09'21" East, 1915.20 feet; thence North 00°12'26" East, 2260.65 feet;
893 thence South 61°49'02" East, 353.78 feet; thence South 53°47'05" East, 788.21 feet;
894 thence South 74°58'05" East, 119.87 feet, to the West line of N.E. Lahr Avenue; thence
895 South 00°06'44" East, on the West line of Lahr Avenue, 1569.01 feet, to the South line of
896 the North Half of the Southwest Quarter of said Section 22; thence easterly on said South
897 line, 30.00 feet, to the Northeast corner of the South Half of the Southwest Quarter of said
898 Section 22; thence southerly, 1320 feet, more or less, to the Southeast corner of the
899 Southwest Quarter of said Section 22; thence easterly, on the North line of Section 27,
900 Township 11 South, Range 16 east, of the 6th P.M., to the Northeast corner of said
901 section; thence southerly, on the East line of said Section 27, 2656.13 feet, to the
902 Southwest corner of the Northwest Quarter of Section 26, Township 11 South, Range 16
903 east, of the 6th P.M.; thence easterly 35 rods to the East Bank of the Shunganunga Creek
904 (old channel); thence northeasterly on said East Bank, 35 rods; thence northwesterly, at
905 right angles to the East Bank, to the Centerline of said creek; thence northeasterly, easterly
906 and southeasterly down the Centerline of said creek and along its meandering to its
907 intersection with the North line of the South Half of the Southwest Quarter of said Section
908 26; thence east on the North line of the South Half of the Southwest Quarter to the West
909 line of N.E. Kincaid Road; thence southerly, on the West line of N.E. Kincaid Road,
910 1279.71 feet to the North line of Seward Avenue; thence westerly on the North line of
911 Seward Avenue to the West line of Section 26, also being the East line of Section 27;
912 thence on an assumed bearing of South 88°31'13" West, on a line which is 40.00 feet
913 north of the South line of said Section 27, 195.00 feet; thence North 00°07'48" East,

869.29 feet; thence North 47°02'26" West, 599.73 feet, to a point on the North line of the South Half of the Southeast Quarter of Section 27; thence west on the North line of the South Half of the Southeast Quarter of Section 27, Township 11 South, Range 16 east of the 6th P.M., 97.87 feet; thence southerly 664.53 feet, to the North line of the South Half of the South Half of the Southeast Quarter of said Section 27; thence westerly 200.00 feet; thence southwesterly 640.00 feet, more or less, to a point 330 feet north of the South line of Section 27; thence westerly, on a line 330 feet north of and parallel with the South line of said Section 27, 750.00 feet, more or less; thence south to the North line of Section 34, Township 11 South, Range 16 east of the 6th P.M.; thence west 464.21 feet to the Northeast corner of the Northwest Quarter of said Section 34; thence southerly, to the Northeast corner of the Southwest Quarter of said Section 34; thence southerly, to the point of beginning.

EXCEPTION I:

Beginning at the intersection of the South line of the Northwest Quarter of Section 21, Township 12 South, Range 15 east with a line which is 25 feet east of the West line of said Northwest Quarter; thence North 88°38'20" East, on the South line of said Northwest quarter, 1947.07 feet, to the Northeast corner of Clarion Lakes Subdivision; thence South 01°21'40" East, on an East line of Clarion Lakes Subdivision, 81.00 feet; thence North 88°38'20" East, 34.88 feet; thence North 86°43'47" East, 180.10 feet; thence North 88°38'20" East, 332.51 feet; thence southeasterly, on a curve concave southwesterly, having a radius measure of 977.50 feet an arc length of 352.28 feet, the chord of which bears South 81°02'12" East, 350.38 feet; thence South 70°42'44" East, 708.74 feet; thence southeasterly, on a curve concave northeasterly, having a radius measure of 790.00 feet and an arc length of 265.94 feet, the chord of which bears South 80°21'22" East, 264.69 feet; thence South 90°00'00" East, 8.57 feet; thence northeasterly, on a curve concave northwesterly, having a radius measure of 1010.00 feet and an arc length of 696.50 feet, the chord of which bears North 70°14'39" East, 682.79 feet; thence North 50°29'18" East, 44.78 feet; thence North 50°29'18" East, 44.78 feet; thence North 54°02'14" East, 334.87 feet; thence South 88°46'43" West, on the South line of the Northeast quarter of said Section 21, to an intersection with a line which is 658.38 feet east of the West line of said Northeast Quarter; thence northerly, on a line which is 658.38 feet east of the West line of said Northeast Quarter, 1322.05 feet; thence westerly, on the South line of Clarion Woods Subdivision No.2, 658.38 feet to the Southeast corner of the North Half of the Northwest Quarter of said Section 21; thence westerly, on the South line of the North Half of said Northwest Quarter, to an intersection with a line which is 25 feet east of the West line of said Northwest Quarter; thence southerly, parallel with the West line of said Northwest Quarter, to the point of beginning.

EXCEPTION II:

Beginning at the Northeast corner of Lot 22, Block A in Kankis Square Subdivision; thence southerly to the Southeast corner of Lot 17, Block A in said subdivision; thence westerly, to the Southwest corner of Lot 1, Block A in said subdivision; thence northerly, to the Northwest corner of Lot 4, Block A in said subdivision; thence easterly, to the point of beginning.

EXCEPTION III:

A tract in the North Half of the Southwest Quarter of Section 7, Township 12 South, Range 15 east of the 6th P.M., in Shawnee County Kansas, described as: Commencing at the Southwest corner of the North Half of said Southwest Quarter; thence North 1°09'04" West, North American Datum 1983, Kansas North Zone, on the West line of said Southwest Quarter, 260.34 feet to the North line of SW 27th Street; thence North 86°49'01" East on the North line of SW 27th Street, 25.00 feet to the point of beginning; thence continuing on North 86°49'01" East, 343.96 feet to the Southwest corner of Lot 1, Block 'A' in West Indian Hills Subdivision No. 12; thence North 1°12'01" West, 199.88 feet to the Northwest corner of said Lot 1; thence South 86°49'01" West on the South line of West Indian Hills Subdivision, 343.79 feet to an intersection with a line which is 25 feet east of said Southwest Quarter; thence South 1°09'04" East, 199.89 feet to the point of beginning.

EXCEPTION IV:

Beginning at the intersection of an extension of the North line of S.W. 26th Street in West Indian Hills Subdivision with a line which is 25 feet east of the West line of the Southwest Quarter of Section 7, Township 12 South, Range 15 east of the 6th P.M.; thence easterly to the Southwest corner of Lot 8, Block B in West Indian Hills Subdivision; thence northerly to the Southeast corner of Lot 3, Block B in said subdivision; thence easterly, on the South lines of Lots 3, 2, 1 and the extension of the South line of Lot 1, to an intersection with a line which is 25 feet east of the west line of said Southwest Quarter; thence southerly to the point of beginning.

EXCEPTION V:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 12 South, Range 16 east of the 6th PM; thence South 1°43'04" East, North American Datum 1983, Kansas North Zone, on the West line of said Northwest Quarter, 50.00 feet to an intersection with a line which is 50 feet south of the North line of said Northwest Quarter; thence North 88°35'26" East, parallel with the North line of said Northwest Quarter, 336.57 feet to the point of beginning; thence South 1°34'44" East, 250.41 feet; thence North 88°35'26" East, 145.00 feet; thence North 1°32'08" West, 250.41 feet to a point on a line which is 50 feet south of the North line of said Northwest Quarter; thence South 88°35'26" West, parallel with the North line of said Northwest Quarter, 144.97 feet to the point of beginning.

B. Outer Corporate Boundary:

Beginning at the Northeast corner of the Northwest Quarter of Section 1, Township 13 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of South 00°16'44" East, on the East line of said Northwest Quarter, 2517.10 feet, to a point 81.00 feet north of the Southeast corner of said Northwest Quarter; thence South 88°25'05" West, 1319.37 feet, to a point on the West line of the East Half of said Northwest Quarter which is 53.50 feet north of the Southwest corner of the East Half of said Northwest Quarter; thence North 00°13'17" West, 2539.18 feet, to the Northwest corner of the East Half of said Northwest Quarter; thence North 89°22'35" East, 1316.51 feet, to the point of beginning. EXCEPT, a strip of land 20.00 feet in width, in the Northwest Quarter of Section 1, Township 13 south,

Range 15 east of the 6th P.M. lying 10.00 feet on each side of the following described centerline: Beginning at a point on the North line of said Northwest Quarter of Section 1, which is 40.00 feet west of the Northeast corner of said Northwest Quarter; thence southerly parallel to the East line of said Northwest Quarter, 2097.40 feet; thence easterly parallel with the North line of said Northwest Quarter, 40.00 feet to the East line of said Northwest Quarter, containing 75.50 acres, more or less.

Also: Beginning at a point which is 40.00 feet south and 40.00 feet east of the Northwest corner of the Northwest Quarter of Section 14, Township 12 south, Range 16 east of the 6th P.M.; thence easterly, parallel with and 40.00 feet south of the North line of said section, 1290.45 feet to the Northwest corner of Lot 1, Block "A", Fair Meadows Subdivision also being the East line of the West half of the said Northwest Quarter Section; thence southerly on the said East line to the Southeast corner of said West half; thence Westerly on the South line of said Northwest Quarter Section 1328.94 feet to the Southwest corner of said Northwest Quarter Section; thence North along the West line of said Northwest Quarter Section 581.38 feet; thence on a bearing of North 89 degrees 01 minute 39 seconds East(as depicted on plat for Shawnee Woods Subdivision No. 2) 436.00 feet; thence North 01 degree 08 minutes 58 seconds West, 300.00 feet to the South line of Shawnee Woods Subdivision; thence Westerly on the said South line of Shawnee Woods Subdivision to the West line of said Northwest Quarter Section; thence North 00°23'05" West(as depicted on plat for Shawnee Woods Subdivision), on the West line of said Northwest Quarter, 440.65 feet; thence North 89°51'12" East, 40.00 feet; thence northerly, parallel with and 40.00 feet east of the West line of said Northwest Quarter, 1278.42 feet, to the point of beginning.

A tract of land in the Southwest Quarter and the Southeast Quarter of Section 7, and in the Southwest Quarter and the Southeast Quarter of Section 8, and the Northeast Quarter and the Southeast Quarter of Section 18, all in Township 13 South, Range 16 east of the 6th P.M., in Shawnee County, Kansas described as: Commencing at the Northwest corner of said Southwest Quarter of Section 7, thence on an assumed bearing of North 88°07'18"East, on the North line of the Southwest Quarter of Section 7, 213.70 feet to a point on the Easterly Right of Way line of former U.S. Highway No. 75 and the point of beginning; thence continuing North 88°07'18"East, on the North line of said Southwest Quarter, said North line being coincident with the South line of Forbes Field Subdivision, 2268.55 feet, to the Northeast corner of said Southwest Quarter of Section 7; thence continuing North 88°07'18"East, on the North line of said Southeast Quarter of Section 7, said North line being coincident with the South line of Forbes Field Subdivision, 1409.90 feet; thence South 02°04'31" East, parallel with the East line of said Southeast Quarter of Section 7 and on a boundary line of Forbes Field Subdivision, 650.00 feet; thence North 88°07'18" East, parallel with the North line of said Southeast Quarter of Section 7 and on a Southerly line of Forbes Field Subdivision, 1240.00 feet to a point on the East line of said Southeast Quarter of Section 7; thence North 88°27'18" East, parallel with the North line of said Southwest Quarter of Section 8, and on a Southerly line of Forbes Field Subdivision, 1147.85 feet; thence South 63°25'07" East, on said Southerly line of Forbes Field

Subdivision, 1670.29 feet, to a point on the East line of said Southwest Quarter of Section 8; thence continuing South 63°25'07" East, on said Southerly line of Forbes Field Subdivision, 900.22 feet; thence North 86°16'27" East, on said Southerly line of Forbes Field Subdivision, 1053.80 feet; thence North 55°11'33" East, on said Southerly line of Forbes Field Subdivision, 910.15 feet to a point on the East line of said Southeast Quarter of Section 8; thence South 02°32'18" East, on the East line of said Southeast Quarter, 1318.30 feet to the Southeast corner of the Southeast Quarter of said Section 8; thence South 88°14'08" West, on the South line of said Southeast Quarter, 2612.01 feet to the Southwest corner of said Southeast Quarter; thence South 88°19'21" West, on the South line of said Southwest Quarter of Section 8, 2621.19 feet to the Southwest corner of said Southwest Quarter; thence South 02°22'39" East, on the East line of said Northeast Quarter of Section 18, 2638.05 feet to the Southeast corner of said Northeast Quarter of Section 18; thence South 02°22'27" East, on the East line of said Southeast Quarter of Section 18, 1318.96 feet, to the Southeast corner of the North Half of said Southeast Quarter of Section 18; thence South 88°00'15" West on said South line of the North Half of said Southeast Quarter of Section 18, 2638.04 feet to the Southwest corner of said North Half of the Southeast Quarter of Section 18; thence North 02°18'32" West, on the West line of said Southeast Quarter of Section 18, 1319.82 feet to the Northwest corner of said Southeast Quarter; thence North 02°18'22" West, on the West line of said Northeast Quarter of Section 18, 2629.66 feet to the Northwest corner of said Northeast Quarter; thence South 88°23'32" West, on the South line of the Southwest Quarter of Section 7, 2146.71 feet, thence on a bearing of North 01°52'44" West, parallel with the West line of said Southwest Quarter of Section 7, 361.50 feet; thence South 88°23'32" West, parallel with the South line of said Southwest Quarter of Section 7, 216.30 feet, to the Southeast corner of Quality Oil Subdivision No. 3; thence North 01°52'44" West, on the East line of said Quality Oil Subdivision No. 3, and parallel with the West line of said Southwest Quarter of Section 7, 299.83 feet (300.00 feet plat) to the Northeast corner of said Quality Oil Subdivision No. 3; thence South 88°23'32" West, on the North line of said Quality Oil Subdivision No. 3, and parallel with the South line of said Southwest Quarter of Section 7, 94.74 feet, to the Northwest corner of said Quality Oil Subdivision No. 3; thence North 01°55'59" West, on the Easterly Right of Way line of former US Highway 75, 906.14 feet; thence North 88°07'18" East, on the Easterly Right of Way line of said highway and parallel with the North line of said Southwest Quarter of Section 7, 9.90 feet; thence North 04°18'42" East, on said Easterly Right of Way line, 288.60 feet; thence North 06°49'42" East, on said Easterly Right of Way line, 813.00 feet to the point of beginning. Contains 689.944 acres, more or less.

A tract of land in the North Half of the Southwest Quarter of Section 9, Township 13 south, Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as: Beginning at the Southwest corner of said North Half of said Southwest Quarter; thence on an assumed bearing of North 33°02'55" East, on the Southerly line of Forbes Field Subdivision, 484.30 feet; thence North 26°33'23" East, on said Southerly line, 580.54 feet; thence North 02°21'27" East, on said Southerly line, 412.03 feet to a point on the North line of the North Half of said Southwest Quarter; thence North 88°27'10" East, on said North line, 2064.05 feet to the Northeast corner of the North Half of said Southwest Quarter; thence South

00°19'58" East, on the East line of the North Half of said Southwest Quarter, 1325.13 feet to the Southeast corner of the North Half of said Southwest Quarter; thence South 88°31'16" West, on the South line of the North Half of said Southwest Quarter, 2658.73 feet to the point of beginning. Contains 69.093 acres, more or less.

A tract of land in the Southwest Quarter of Section 10, Township 12 south, Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as:

Beginning at a point which is 250.00 feet east and 50.00 feet north of the Southwest corner of said Southwest quarter, thence on an assumed bearing of North 89°04'15" East, on the North line of 29th Street, 365.00 feet; thence North 00°00'00" East, 32.64 feet measured (35.00 feet described); thence on a curve to the left, having a radius measure of 146.09 feet measured (146.11 described) an arc distance of 229.48 feet measured (229.51 feet described); thence South 00°00'00" East, 35.28 feet; thence North 56°00'00" West, 264.00 feet; thence South 00°00'00" West, 297.00 feet to the point of beginning. Contains 1.62 acres.

A tract in the South Half of Section 22, Township 12 South, Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as: Beginning at the Southeast corner of the Southeast Quarter of said Section 22; thence on an assumed bearing of North 89°52'00" West on the South line of said Southeast Quarter, 2643.81 feet, to the Southwest corner thereof; thence South 89°54'30" West, on the South line of the East Half of the Southeast Quarter of the Southwest Quarter of said Section 22, 660.93 feet, to the Southwest corner of said East Half; thence North 00°11'08" West on the West line of said East Half, 1319.23 feet, to the Northwest corner of said East Half; thence North 89°55'34" East, on the North line of said East Half, 661.52 feet, to the Northeast corner of said East Half; thence North 00°09'36" West, on the West line of the Southeast Quarter of said Section 22, 185.85 feet; thence North 14°08'29" East, 588.22 feet; thence North 29°50'56" East, 179.74 feet; thence North 45°33'23" East, 581.97 feet, to a point on the North line of the Southeast Quarter of said Section 22; thence North 89°56'57" East, on the North line of the last said Southeast Quarter, 1998.36 feet, to the Northeast corner of said Southeast Quarter; thence South 00°01'17" East, on the East line of said Southeast Quarter, 2646.58 feet, to the point of beginning.

Contains 174.81 acres, more or less.

A tract in the Southwest Quarter and in the Southeast Quarter of Section 12, and in the Northwest, Northeast, Southeast and Southwest Quarters of Section 13, all in Township 13 South, Range 15 east of the 6th P.M. in Shawnee County, Kansas, described as: Beginning at the Southwest corner of the Southwest Quarter of said Section 12; thence on an assumed bearing of North 1°51'46" West, on the West line of said Southwest Quarter, 599.36 feet to a point on the Centerline of Gary Ormsby Drive; thence North 61°43'34" East on said Centerline, 1339.14 feet; thence northeasterly on a curve concave northwesterly, being the Centerline of Gary Ormsby Drive, having a radius measure of 1640.42 feet and an arc length of 643.64 feet, the chord of which bears North 50°29'09" East, 639.51 feet; thence North 39°14'48" East on said Centerline, 837.48 feet; thence northeasterly and easterly on a non-tangential curve concave southeasterly, being the Centerline of Gary Ormsby Drive, having a radius measure of 1312.33 feet and an arc length of 858.20 feet,

the chord of which bears North 57°56'40" East, 843.00 feet to a point on the North line of the Southeast Quarter of said Section 12; thence North 88°31'48" East on the North line of said Southeast Quarter, 2113.26 feet to an intersection with the West line of the 100 feet wide strip of the Burlington North Santa Fe Railway Company; thence South 16°11'04" West on the West line of said 100 feet wide strip, 2824.31 feet to a point on the South line of said Southeast Quarter; thence continuing on South 16°11'04" West on the West line of said 100 feet wide strip, 1180.97 feet; thence continuing south-southwesterly on the West line of said 100 feet wide strip being a curve concave westerly, having a radius measure of 2722.53 feet and an arc length of 565.36 feet, the chord of which bears South 22°08'01" West, 564.34 feet; thence South 28°04'57" West on the West line of said 100 feet wide strip, 1149.58 feet to an intersection with the South line of the Northeast Quarter of said Section 13 at a point 422.07 feet easterly distant from the Southwest corner of said Northeast Quarter; thence continuing on South 28°04'57" West on the West line of said 100 feet wide strip, 644.33 feet; thence continuing southwesterly on the West line of said 100 feet wide strip being a curve concave easterly, having a radius measure of 3869.83 feet and an arc length of 211.12 feet, the chord of which bears South 26°31'11" West, 211.09 feet to an intersection with the West line of the Southeast Quarter of said Section 13 at a point 746.69 feet southerly distant from the Northwest corner of the last said Southeast Quarter; thence continuing southwesterly on the West line of said 100 feet wide strip being a curve concave easterly, having a radius measure of 3869.83 feet and an arc length of 311.50 feet, the chord of which bears South 22°39'03" West, 311.42 feet to an intersection with the East right of way line of US 75 Highway; thence North 42°32'49" West on said East right of way line, 510.92 feet; thence North 38°07'05" West on said East right of way line, 803.03 feet to an intersection with the North line of the Southwest Quarter of said Section 13 at a point 937.10 feet westerly distant from the Northeast corner of the last said Southwest Quarter; thence North 36°49'35" West on said East right of way line, 600.40 feet; thence North 41°50'35" West on said East right of way line, 401.50 feet; thence North 35°42'46" West on said East right of way line, 1981.44 feet to an intersection with the West line of the Northwest Quarter of said Section 13; thence North 1°43'56" West on the West line of said Northwest Quarter, 208.94 feet to the point of beginning. Contains 405.17 acres, more or less.

A tract in the Southeast Quarter of Section 12 and in the Northeast Quarter of Section 13, all in Township 13 South, Range 15 east of the 6th P.M. in Shawnee County, Kansas, described as: Commencing at the Northeast corner of said Northeast Quarter; thence on an assumed bearing of South 1°52'42" East on the East line of said Northeast Quarter, 61.94 feet; thence South 88°07'18" West, 180.74 feet to the Northeast corner of Lot 1, Block 'A' in Williamsport Subdivision as recorded in Plat Book 40, page 67 in the Office of the Shawnee County Register of Deeds, said Northeast corner of Lot 1 being the point of beginning; thence North 79°08'42" West on the North line of said Lot 1, 292.24 feet to the North line of said Northeast Quarter; thence South 88°25'32" West on the North line of said Northeast Quarter, 489.32 feet to an intersection with the East line of the 100 feet wide strip of the Burlington North Santa Fe Railway Company; thence North 16°11'04" East on the East line of said 100 feet wide strip, 2422.46 feet to an intersection with the South line of a tract recorded in Volume 4882, page 136 in the Office of the Shawnee County Register of Deeds; thence North 88°18'23" East on the South line of the last said tract,

1183 131.05 feet to an intersection with the West right of way line of Southwest Topeka
1184 Boulevard; thence South 9°17'20" West on said West right of way line, 329.80 feet; thence
1185 South 2°28'32" West on said West right of way line, 536.40 feet; thence South 0°57'28"
1186 East on said right of way line, 1375.10 feet; thence South 9°46'07" East, 137.64 feet to the
1187 point of beginning.

1188 Contains 21.90 acres, more or less.

1189

1190 The area within the corporate limits is 62.231 square miles, more or less.

1191

1192 BE IT FURTHER RESOLVED that the City Clerk is hereby directed, in accordance

1193 with the provisions of K.S.A. 12-518 to file a certified copy of this resolution with the County

1194 Clerk, the Register of Deeds office, the State Transportation Engineer and Election

1195 Commissioner.

1196 ADOPTED and APPROVED by the Governing Body on _____.

1197

CITY OF TOPEKA, KANSAS

1198

1199

1200

1201

1202

Michelle De La Isla, Mayor

1203 ATTEST:

1204

1205

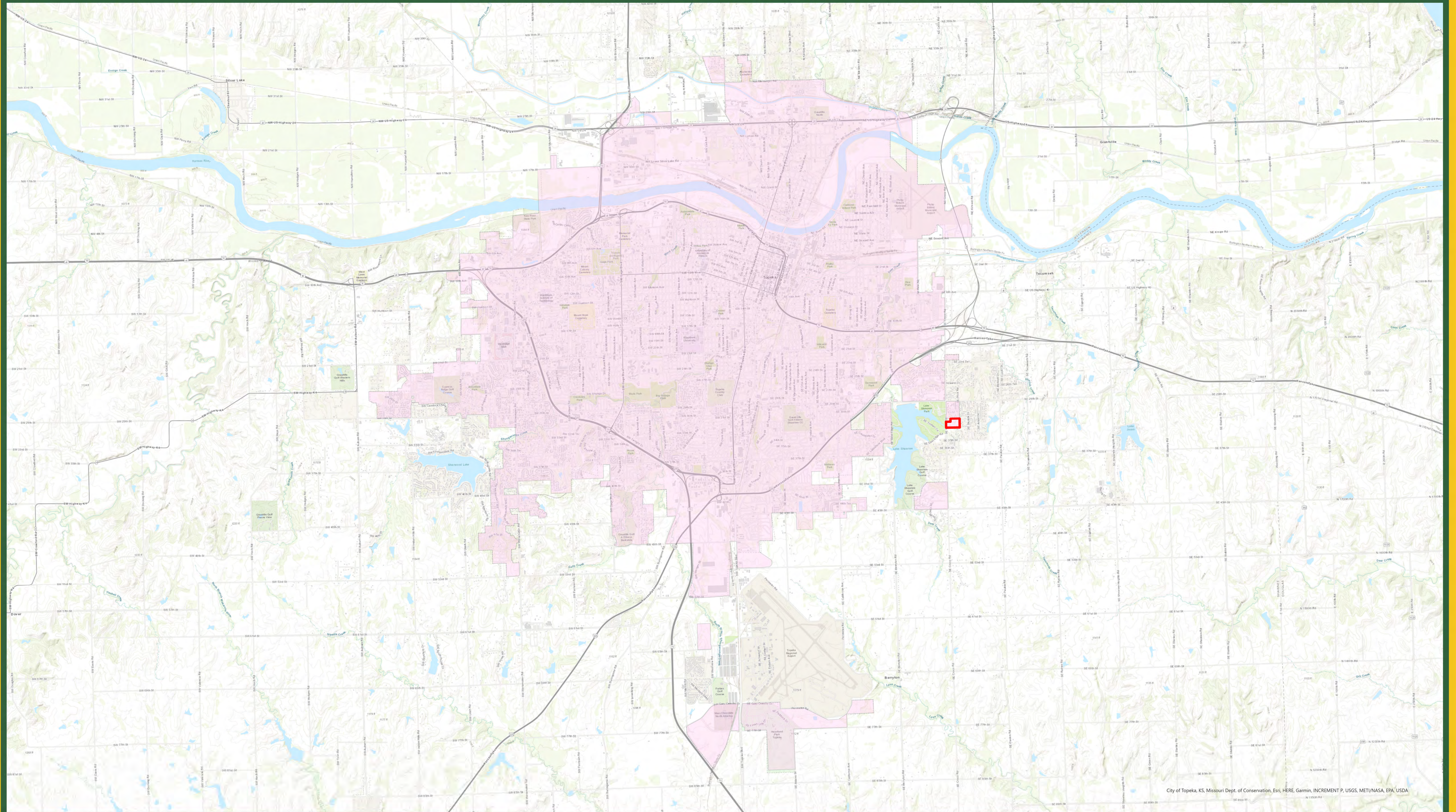
1206

1207

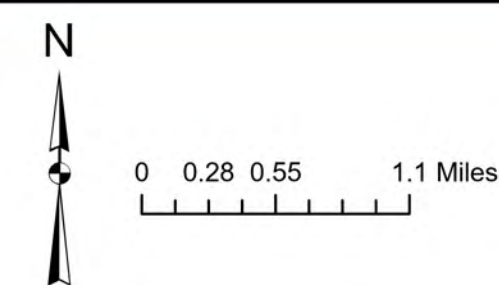
1208

Brenda Younger, City Clerk

Topeka Corporate Limits 2021



While the City of Topeka, KS makes every effort to maintain and distribute accurate information, NO WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND are made regarding information, data, or services provided. In no event shall the City of Topeka, Kansas be liable in any way to the users of this data. Users of the data shall hold the City of Topeka, Kansas harmless in all matters and accounts arising from the use and/or accuracy of this data/map.



Map Author: NJF
Date Created: 11/9/2021
9:04 AM
Date Printed: 10/23/2020

Map created for the Novus Agenda System



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: James Jackson, Public Works Director DOCUMENT #:
SECOND PARTY/SUBJECT: Dalrymple Consulting, Inc. PROJECT #:
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Public Works contract for Professional Engineering Services between the City of Topeka and Dalrymple Consulting, Inc. to aid the City in addressing Capital Projects.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends that the Governing Body approves the contract as part of the consent agenda.

BACKGROUND:

Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must first be approved by the Governing Body. Professional Services include architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management, and other similar services requiring specialized knowledge or certification in a particular field.

The selected firm shall fulfill all necessary project management engineering duties needed for PW projects from the conceptual phase to completion. The consultant shall at all times work as an independent contractor for the

City on their assigned City projects. Professional service costs related to each contract will vary depending on the depth of services and project scope required by the City.

The City solicited proposals for Project Management Engineering Services due to Public Works Engineer position vacancies. The responsibility of the firm will be to aid the City in addressing projects.

BUDGETARY IMPACT:

Pricing will be based on pricing proposal submitted and referenced in contract as Attachment C.

SOURCE OF FUNDING:

All professional services will be charged back to the delegated projects for services the consultant is requested to provide.

ATTACHMENTS:

Description

Contract Dalrymple Consulting Inc.

Event 2442 Scope Project Management Engineering Services

Dalrymple Consulting, Inc. RFP Proposal and Pricing Proposal

TMC Section 3.30.010



**CITY OF TOPEKA
PUBLIC WORKS
ENGINEERING DIVISION**

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is between the City of Topeka, Kansas, hereinafter referred to as the Owner and **Dalrymple Consulting, Inc.** hereinafter referred to as the Firm;

WITNESSETH:

WHEREAS, the Owner wishes to employ the Firm to perform professional services on an on-call basis. The City did solicit proposals for **Project Management Engineering Services** for the **Public Works Engineering Division** of the City of Topeka, and WHEREAS, **Bid Event 2442** is hereto attached as **ATTACHMENT C**. These services include but are not limited to, the overseeing of and full project management responsibilities over Capital Projects, and general project administration and management.; and,

WHEREAS, the Owner requires certain professional services in connection with Facilities Projects; and,

WHEREAS, the Firm is prepared to provide the Services; NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Firm agree to the following:

ARTICLE 1 - EFFECTIVE DATE

This Agreement shall become effective upon signatures by both parties, and shall remain in effect through an initial term of three (3) years or December 31, 2024. This Agreement may be renewed for two (2) additional one (1) year terms by written agreement of the parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY FIRM

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

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

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Firm, its employees, agents, or subcontractors.

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

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

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

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

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

ARTICLE 7 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 8 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 9 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 10 - TERMINATION

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

ARTICLE 11 - DELAY IN PERFORMANCE

Neither Owner nor Firm shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Firm under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

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

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

ARTICLE 12 – COMMUNICATIONS

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

Firm: Dalrymple Consulting, Inc
Mike Dalrymple, PE
7841 SW 12th St
Topeka, Kansas 66615
(785) 273-0345

Owner: City of Topeka PW Engineering Division
620 SE Madison, 3rd Floor
Topeka, KS 66607
(785) 368-3111

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

ARTICLE 13 - WAIVER

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

ARTICLE 14 - SEVERABILITY

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

ARTICLE 15 - SUCCESSORS AND ASSIGNS

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - THIRD PARTY RIGHTS

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

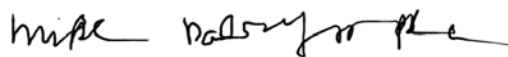
ARTICLE 18 – RELATIONSHIP OF PARTIES

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

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

CITY OF TOPEKA**DALRYMPLE CONSULTING, INC**

By: Brent Trout
Title: City Manager



By: Mike Dalrymple, PE
Title: President

Date

Date 12/2/2021

Attest: Brenda Younger
Title: City Clerk

Attest Name: _____
Title: _____

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Owner: City of Topeka, Kansas
Firm: Dalrymple Consulting, Inc, Inc.

SCOPE OF SERVICES

The City of Topeka Public Works Engineering Division is contracting for Project Management services. The responsibility of the contracted Firm will be to aid the City in addressing projects. The contracted Firm shall fulfill all necessary project management engineering duties needed for City projects ranging from the conceptual phase to completion. The Firm shall, at all times, work as an independent contractor. The City will have control over the result of work; in reference to all work production during every phase of a project or duty assigned to the Project Managers of the contracted Firm.

1. Project Managers assigned to projects: The assigned Project Manager from the Firm(s) will create RFP's to work with outside consultants and the City to develop construction documents.
2. Project Managers assigned to projects will work with the City for any bid letting to facilitate project activities, which will require City of Topeka Department Head, Legal Department, Procurement, Finance, and City Manager signatures.
3. Project Managers assigned to projects will work through all phases of the assigned projects from conceptual design to final completion as confirmed and approved by the City.
4. The City expects the Firm(s) to analyze all types of situations inherent to engineering work. The Firm(s) will work with another selected firm to accomplish these projects. Engineering projects will require a variety of disciplines ranging from civil, traffic, environmental, structural, mechanical, electrical, and surveying services. This may also include regulatory compliance issues between other agencies such as the Kansas Department of Health and Environment (KDHE), Kansas Department of Transportation (KDOT), the Environmental Protection Agency (EPA), and also coordination with the Corps of Engineers.
5. Manage existing Capital Improvement Projects (CIP): projects from their current phase through completion and closeout.
6. Serve as the Project Manager on public improvement projects: review, coordinate, and oversee the work of other consultants and contractors, prepare project schedules, monitor progress, and finalize projects.
7. Review construction plans submitted by consultants involving public improvements: evaluate engineering designs by applying accepted engineering principles to specific construction proposals and determine their conformance with the City of Topeka Standard Specifications and engineering practices.
8. Review all phases of projects for a variety of street projects with high-level reviews of sewer, water, drainage, or structural components: this includes roadway and/or intersection, geometric, pavement, and incidental construction design; the tabulation of quantities and preparation of cost estimates; creation and evaluation of pertinent special and technical conditions; and the preparation of contract documents.
9. Direct, coordinate, and review the work of other consultants in the preparation of any studies and reports.

10. Preparation of RFP, RFQ, and other sealed solicitation methods.
11. Act as a consultant to other City Departments concerning engineering related concerns and topics. Conduct research as necessary to fulfill these obligations.
12. Confer with contractors and other consultants to resolve technical issues and approve or reject change orders or design modifications.
13. Monitor construction sites to ensure the correct application of all policies, specifications, plans, maps, and other documents related to the project. Provide professional engineering advice as required on any construction project.
14. Coordinate City responsibilities on federal-aid construction projects, ensuring that plans comply with state standards and specifications, that plans are available when needed, and that projects are completed on schedule.
15. Attend public hearings, prepare and deliver presentations on behalf of the City for major public works projects, and respond to inquiries from public officials and citizens.
16. Utilize City software for project management and communication. Manage and share project data through existing and new platforms including Eclipse Project Portfolio Management (Eclipse PPM).
17. Other duties and requirements as assigned, which may include but not be limited to:
 - a. Building process flow diagrams and instructions for internal processes that are not yet defined.
 - b. Using on-call services to manage informal projects
 - c. Using CityWorks and SeeClickFix programs and software to respond to constituent requests.
 - d. Address Traffic Engineering concerns as needed

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Owner: City of Topeka, Kansas
Firm: Dalrymple Consulting, Inc

COMPENSATION

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

- A. For the Services described in Attachment A, Payments shall be made in accordance with the invoice procedures of the Department of Financial Services.
 - 1. Upon execution of the contract, the Firm will be issued a purchase order for each project any City Department desires of using the contract. There is not a minimum amount of work being contracted for and the City may elect not to contract further work at any time.
 - 2. Purchase Orders will be issued by individual using City Departments and Divisions for specific job assignments during the term of the contract.
- B. Hourly rates/fee schedule for each classification as defined by the Firm's rate schedule, see Attachment C.
- C. Reimbursable charges such as, but not limited to, mileage, time (other than professional services), document production, or similar items will not be accepted or paid by the City under the agreement(s) unless otherwise specifically agreed upon in writing in advance.
- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed that the Firm shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

Bid Form

Enter the firm's hourly cost plus overhead rates for each of the disciplines/key positions below.

Professional Services Hourly Rates			Time Basis Cost / Hour	
Licensed Engineer	Project Manager	Project Management	\$	115.00



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elliott Group 3645 SW Burlingame Rd Topeka, KS 66611	CONTACT NAME: Lanette Cutright PHONE (A/C, No, Ext): (785) 267-4840 FAX (A/C, No): (785) 267-4509 E-MAIL ADDRESS: lanette@elliottinsurancegroup.com														
INSURED Dalrymple Consulting Inc 7841 SW 12th St Topeka, KS 66615-1406	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Co.</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B: Sentinel Ins Company Ltd.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER C: Liberty Mutual Group</td> <td style="text-align: center;">23043</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Co.	17370	INSURER B: Sentinel Ins Company Ltd.	11000	INSURER C: Liberty Mutual Group	23043	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PROF & POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ECP2002799-20	6/15/2021	6/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			37UECNJ6328	2/26/2021	2/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-33S-B2084C-011	6/15/2021	6/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			ECP2002799-20	6/15/2021	6/15/2022	Each Claim 1,000,000
A	Contractor Pollution			ECP2002799-20	6/15/2021	6/15/2022	Each Condition 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Topeka PW Engineering Division 620 SE Madison, 3rd Floor Topeka, KS 66607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



CITY OF TOPEKA

Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603

P: (785) 368-3749
F: (785) 368-4499

PROJECT MANAGEMENT ENGINEERING SERVICES Request for Proposals

INTRODUCTION

The City of Topeka is seeking Project Management Engineering Services for the Public Works Engineering Division. This Request for Proposal (RFP) bid event is a result of vacant positions in the Public Works Engineering Division. Currently there are approximately 100 active engineering projects ranging from conceptual design to closeout that require Project Management services. In addition to these projects, there are approximately 20 to 40 new projects that will require Project Management services to begin in 2022. The responsibility of the selected Firm(s) will be to aid the City in addressing these projects. As the vacancies are filled, the need for these project management services will diminish. The successful Firm(s) shall fulfill all necessary project management engineering duties needed for City projects ranging from the conceptual phase to completion. The Firm(s) shall, at all times, work as independent contractors. The City will have control over the result of work; in reference to all work production during every phase of a project or duty assigned to the Project Managers of the selected Firm(s). Examples of this include but are not limited to:

1. Project Managers assigned to projects: The assigned Project Manager from the Firm(s) will create RFP's to work with outside consultants and the City to develop construction documents.
2. Project Managers assigned to projects will work with the City for any bid letting to facilitate project activities, which will require City of Topeka Department Head, Legal Department, Procurement, Finance, and City Manager signatures.
3. Project Managers assigned to projects will work through all phases of the assigned projects from conceptual design to final completion as confirmed and approved by the City.
4. The City expects the Firm(s) to analyze all types of situations inherent to engineering work. The Firm(s) will work with another selected firm to accomplish these projects. Engineering projects will require a variety of disciplines ranging from civil, traffic, environmental, structural, mechanical, electrical, and surveying services. This may also include regulatory compliance issues between other agencies such as the Kansas Department of Health and Environment (KDHE), Kansas Department of Transportation (KDOT), the Environmental Protection Agency (EPA), and also coordination with the Corps of Engineers.

PRE-PROPOSAL MEETING AND Q&A PERIOD

Members of City staff will be available to discuss and answer questions related to this RFP and the services as outlined. Attendance is not mandatory but Proposers are highly encouraged to attend in order to fully understand the scope of services, needs, and expectations. This meeting will be held on September 22, 2021 at 1:30pm CDT in the Cyrus K Holliday Building, located at 620 SE Madison Street, Topeka, KS 66607 in the 1st Floor Conference Room.

The Question & Answer Period for the RFP will close on October 1, 2021 at 12:00pm CDT.

SCOPE

The awarded Firm(s) shall provide project management engineering services that include the full management responsibilities of Capital Projects. The scope of these expectations include, but are not limited to:

1. Manage existing Capital Improvement Projects (CIP): projects from their current phase through completion and closeout.
2. Serve as the Project Manager on public improvement projects: review, coordinate, and oversee the work of other consultants and contractors, prepare project schedules, monitor progress, and finalize projects.
3. Review construction plans submitted by consultants involving public improvements: evaluate engineering designs by applying accepted engineering principles to specific construction proposals and determine their conformance with the City of Topeka Standard Specifications and engineering practices.
4. Review all phases of projects for a variety of street projects with high-level reviews of sewer, water, drainage, or structural components: this includes roadway and/or intersection, geometric, pavement, and incidental construction design; the tabulation of quantities and preparation of cost estimates; creation and evaluation of pertinent special and technical conditions; and the preparation of contract documents.
5. Direct, coordinate, and review the work of other consultants in the preparation of any studies and reports.
6. Preparation of RFP, RFQ, and other sealed solicitation methods.
7. Act as a consultant to other City Departments concerning engineering related concerns and topics. Conduct research as necessary to fulfill these obligations.
8. Confer with contractors and other consultants to resolve technical issues and approve or reject change orders or design modifications.
9. Monitor construction sites to ensure the correct application of all policies, specifications, plans, maps, and other documents related to the project. Provide professional engineering advice as required on any construction project.
10. Coordinate City responsibilities on federal-aid construction projects, ensuring that plans comply with state standards and specifications, that plans are available when needed, and that projects are completed on schedule.
11. Attend public hearings, prepare and deliver presentations on behalf of the City for major public works projects, and respond to inquiries from public officials and citizens.
12. Utilize City software for project management and communication. Manage and share project data through existing and new platforms including Eclipse Project Portfolio Management (Eclipse PPM).
13. Other duties and requirements as assigned, which may include but not be limited to:
 - a. Building process flow diagrams and instructions for internal processes that are not yet defined.
 - b. Using on-call services to manage informal projects
 - c. Using CityWorks and SeeClickFix programs and software to respond to constituent requests.
 - d. Address Traffic Engineering concerns as needed

CONSIDERATION

In addition to the following, provisions stated in all policies and provisions of the City of Topeka will apply to the Project Management Engineering Firm(s) and its personnel while carrying out duties assigned by the City. All other federal and state laws apply as required. Conflict of interest and standards of conduct:

1. The City will validate projects throughout each phase of the project to ensure that no conflict of interest is involved between the selected Project Management Engineering Firm(s) as a result of this RFP and those consultant firms used or otherwise selected for planning and design, or any other phase of a project or assigned work from the City.
2. The interest of vendors, employees, and officers who have, or reasonably anticipate having, an ownership interest, a significant executive position, or another remunerative relationship with a prospective supplier will not be permitted to submit, contract, or negotiate on any aspect of a project involved with the selected Project Management Engineering Firm(s) as a result of this RFP.
3. The selected Project Management Engineering Firm(s) as a result of this RFP will not be permitted to submit proposals for projects and must abstain from the participation in procurement if the Firm(s) reasonably anticipate having an ownership interest, a significant executive position, or another remunerative relationship with a prospective design consultant
4. No employee, officer, or agent of such person can participate in the selection, award of, or administration of a contract if such person or Firm(s) has any interest – financial or otherwise – or will receive a tangible benefit from an entity being considered for a contract. In the event such a conflict is imminent, it will be the responsibility of the party becoming aware of such circumstances to make the City aware and to remove themselves from consideration for said RFP, contract, change order, etc.
5. Officers, employees, and agents can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Personnel of the selected Project Management Engineering Firm(s) as a result of this RFP:

1. Provide at a minimum, one (1) or more Project Managers to the City
2. Each Project Manager must be licensed as an engineer by the State of Kansas Board of Technical Professions
3. Provide a Project Manager certified as a professional traffic operations engineer (PTOE)
4. Be capable of responding to written inquiries from City staff within 24 hours
5. Be capable of becoming physically present at a location within one (1) hour of a verbal request made by City Staff

TERM OF AGREEMENT

The selected Firm(s) will enter into an Independent Professional Consultant Contract with the City of Topeka. The duration of the contract will consider during the negotiation phase of the scope and schedule of fees. Projects will be assigned to the Project Managers of the selected Firm(s), who will support the projects through the status of final completion and project closeout.

The selected Firm(s) shall not accept any proposals, nor hire their own Firm, for any part of the work they are responsible for managing. The selected Firm(s) are restricted from contracting formally or informally with their own Firm.

PROPOSAL FORMAT

All information submitted becomes the property of the City. Proposals received after the time indicated in the bid event posting will not be considered. Proposals will include front and back covers, a cover letter, a table of contents, and appropriate section dividers. The proposal should include but is not limited to the following:

1. Company background
2. Project understanding: State in concise terms the Firm's understanding of the requirements presented in the Scope of Services and how the Firm will deliver the services required.
3. Statement of Qualifications and Experience: Provide specific information regarding the Firm's experience and capabilities in providing the services defined herein.
4. Project team resume: Include resumes and references for all key personnel.
5. Management and Staffing Summary: Provide an organizational chart of the Firm stating job titles, responsibilities, location, and the number of years of experience for each member who will be assigned and authorized to work on City projects. The expectation is for a single entity to be assigned to a specific group of projects. Any member of the assigned staff to any of the projects must be licensed as an engineer by the State of Kansas Board of Technical Professions and they may supervise internal and external technical staff as needed.
6. Pricing Proposal: In a separate document, Firms will submit an Hourly Rate Schedule when submitting responses to the RFP. The pricing proposal shall include hourly rates for each personnel position being proposed as Project Manager for the City of Topeka. Firms are to use the provided Excel Bid Form to outline the members of their personnel, description of responsibilities for each personnel, and hourly rate plus overhead for each of the members of personnel. Firms shall submit any other documentation with their pricing proposal they see necessary to provide for thorough evaluation.

SELECTION PROCESS

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

1. 20% Understanding of scope
2. 20% Similar scope experience
3. 40% Qualifications, availability, and accessibility of personnel assigned to City projects
4. 10% Familiarity and history of City projects and the approach of projects
5. 10% Pricing Proposal

REQUEST FOR PROPOSALS

Project Management Engineering Services

**The City of Topeka Kansas
Public Works Division**

Prepared by:

Dalrymple Consulting, Inc.
7841 SW 12th Street
Topeka, Kansas 66615-1406
(785) 273-0345

www.dalrympleenvironmental.com

**Event # 2442
October 2021**

REQUEST FOR PROPOSAL

SCOPE OF SERVICES

Dalrymple Consulting, Inc. has the skill, knowledge and professional engineering experience to provide the necessary services to perform Project Management Engineering Services for the Public Works Division of the City of Topeka, Kansas.

INTRODUCTION

- Dalrymple Consulting, Inc. is pleased to present our qualifications for providing project management engineering services to the City of Topeka, Kansas.

Our firm has provided quality engineering services required to successfully complete civil and environmental engineering projects for over 40 years. The firm's experience in providing complete civil and environmental engineering services for cities, industries, public entities, and project management services, is demonstrated by the projects presented herein.

Our firm was established in September 1981 as M.D. Chemical and Testing Co., Inc. in Topeka, KS, by Mike and Sheila Dalrymple. The firm performed environmental testing and consulting services. In July 1991, the lab portion of the business was sold. Dalrymple Environmental, Inc. was formed to continue the consulting services of the original company, and in January 2007, we changed the name of the company to Dalrymple Consulting, Inc.

Offices for the firm are located at 7841 SW 12th Street, Topeka, Kansas. Over 80% of our work comes from industries, commercial business, school districts, and other architect/engineering firms. Our business structure allows us the flexibility to meet the engineering needs of our clients with the minimum of lost time and overhead cost.

COMMITTMENT

- Dalrymple Consulting, Inc. is hereby certifying our commitment to provide all necessary staff, the necessary equipment and facilities to provide the project management engineering services on your various projects. We will commit the resources needed to keep the projects on schedule.

RESPONSE

- Dalrymple Consulting, Inc. believes, that in addition to our technical abilities, response to the client's and/or project's needs during the entire course of the project is one of our strongest points. Our offices are only 10 miles from your City Hall.

STATE AND FEDERAL REGULATIONS - Dalrymple Consulting, Inc. has worked on numerous environmental and municipal projects. The firm is familiar with state and federal regulations covering all projects.

Dalrymple Consulting, Inc. is an equal opportunity employer and complies with all state and federal regulations.

PROJECT SCHEDULE - Our present work load would allow us to start engineering work on the Cities' projects immediately after authorization to proceed. We would continue to work on the projects until it was completed in a timely manner.

Our services would include providing all services covered in the RFP.

PROPOSAL REQUIREMENTS

A. Firm Background and Proposed Work Performance

Dalrymple Consulting, Inc. is a single person engineering firm, and the firm's background and history is listed in my resume, which is attached to this RFP. The firm is authorized to provide professional engineering services in the State of Kansas as authorized by the Board of Technical Professions of the State of Kansas as per their certificate number E-431. Mike Dalrymple is President of Dalrymple Consulting, Inc. and is a licensed professional engineer in the State of Kansas with registration number 8678 issued in July 1980.

Currently we provide clients with professional engineering services for hazardous material identification, inspections, and remediation design and construction services, property purchases including site and building investigations, environmental permit compliance requirements, landfill site operations and compliance, indoor air quality assessments and remediation, water and wastewater plant operation trouble shooting, water and wastewater system design, natural gas line design and operations, and project management services involved with each individual project.

My experience from designing and managing over 400 various construction projects qualifies my firm for the work outlined in your RFP. From initial project conception with the client through final inspection and final payment of the project, my firm has provided professional engineering services to get the project funded, manage the project to get it done right the first time, and get it done within the project budget and on time.

My approach to performing the work in the RFP is to assist the City of Topeka in their Capital Projects from the project's current phase to project completion. I would need to get up to speed on the City's project management software.

Once a particular project is identified, authorized, and funded by the City to proceed, we can assist the City in the technical and project management engineering issues to get the job done. These specific services and costs would be identified in the scope of the project approved by the City of Topeka. We would be the City's representative in procuring these outside services as we would have first hand knowledge of the scope of the services required for each project. Once a consultant/contractor was selected by the city, we would coordinate their work of report preparation and designs with subsequent review of final designs and construction plans/specifications. During this coordination phase we would attend public hearings as representatives of the City of Topeka and respond to all project inquiries as well as assuring project compliance with any federal/state aid issues.

My experience is specifically with water/sewer/gas treatment and line projects and other specialized environmental projects. I am familiar with street/road construction, but have not designed any of these systems. The various projects I have completed over the years were initiated with testing results indicating there was a problem, preparing designs, construction plans, and bid documents to solve the problem, provide construction inspection and management services to monitor the construction process, and coordinate all contractor payments and any state/federal funding requirements.

B. Firm Experience

As previously mentioned, Dalrymple Consulting, Inc. is a single person engineering firm, and the firm's experience is directly related to the experience of the president of the firm, Mike Dalrymple. Mike has provided engineering services to several governmental entities, including Osage City, Kansas, State of Kansas, Shawnee County, Jefferson County, and Federal Government including EPA, FEMA, Department of Energy, US Army, VA, HUD, and US Dept. of Commerce.

Other policy-making boards that this firm has provided engineering services include Blue Cross and Blue Shield of Kansas, MTAA of Topeka, Payless Shoe Source, BNSF, Goodyear, SW Bell, AT&T, Union Pacific Railroad, various Kansas Rural Water Districts, Cargill, Hill's Pet Food, Security Benefit Group, Menninger Foundation, various hospitals, and many Kansas school districts.

Mike has provided these services through his personally owned companies as listed in his resume, as well as Bucher and Willis Engineers, Wilson and Company Engineers, and Kramer Engineering.

From purchase of land for a building or utility project to securing funding for the project to final construction of a new building or utility plant, we have guided various governmental clients to successful project completion. We have attended public hearings for projects where there was no public attendance to ones where there was 90% public attendance. Projects must be presented openly and honestly on their merits including the individual costs to the end user.

I know I can't perform every detail of each project that must be done, but based on my experience, I know each detail that must be managed before each project can be completed. I can represent the City of Topeka effectively and efficiently as their Project Manager. The only City of Topeka projects that I have worked on were with Kramer Engineering. We provided engineering services for some small storm sewer projects and a subcontract with Bartlett and West for Topeka's red water project in the City's water distribution system. I am familiar with City of Topeka Standard Specifications and engineering practices for these types of projects.

Page 4
City of Topeka RFP

C. Workload Capacity of Firm

Dalrymple Consulting, Inc. would currently be able to manage several projects for the city including construction management, environmental projects, and various engineering construction services, engineering studies/designs/construction plan reviews.

E. Authorized Person

Mike Dalrymple, P.E., President, Dalrymple Consulting, Inc. is the only authorized person to represent this firm in negotiating and signing any agreement which may result from this proposal.

F. Firm's City Engineer Qualifications

Mike Dalrymple will act as City of Topeka representative if selected and his qualifications are presented in the attached resume and in the details of this proposal.

H. RFP Statement

This proposal includes all terms and conditions of the RFP.

J. Client References

I would be happy to provide references, but I want to contact my references personally ahead of any contact from the City of Topeka. As an independent engineering firm and engineering consultant to various clients, I want to continue to be able to service my various clients. As was presented in the Question-and-Answer period for this RFP on October 1, 2021, the project management work for the City of Topeka maybe for a short period of time. I want to assure my client references that I will be available to them on a case-by-case basis, even if I am selected to provide engineering services for the City of Topeka.

M. State of Kansas Licensed Engineer

Attached to this RFQ are copies of these authorizations.

O. Proposed Hourly Rate Schedule

The hourly rate for the professional engineering services of Mike Dalrymple, P.E. is \$ 115.00 per hour.

APPENDICES

Appendix A Resume, Mike Dalrymple

Appendix B Kansas Professional Engineering License, Individual

Appendix C Kansas Business Engineering License, Business

Appendix D Pricing Proposal

RFP – Project Management Engineering Services for City of Topeka, Kansas

Appendix A Resume, Mike Dalrymple

RESUME

Michael A. Dalrymple

7841 SW 12th Street
Topeka, Kansas 66615

Education:

B.S. Chemistry, 1970, Kansas Wesleyan University, Salina, Kansas
Undergraduate work, KU and KSU, Chemical Engineering (60 hours)
Graduate work, Kansas State University, Civil (Environmental) Engineering (28 hours)

Licensure and Certification:

Registered Engineer (P.E.), State of Kansas, License # 8678
Certified Industrial Hygienist (C.I.H.), License # 6135

Experience:

January 2007 to present: Continue to offer professional engineering and testing services as owner of Dalrymple Consulting, Inc., Topeka, Kansas. (www.dalrympleenvironmental.com)

December 2006 sold interests in Kramer Engineering, P.A. Principal in civil engineering firm, Kramer Engineering, P.A., in Topeka, Kansas, providing civil and environmental engineering services to municipal, industrial, and government clients.

September 1981 to July 1996 with M.D. Chemical and Testing Co., Inc. as owner of an environmental lab and engineering business furnishing private, municipal, and industrial clients with environmental compliance testing and engineering solutions to environmental compliance issues. Mike sold the lab and continued environmental consulting services as Dalrymple Environmental, Inc.

October 1977 to September 1981, as project engineer with Kramer Engineering and Surveying, P.A. providing engineering services on water, streets, subdivision, and sewer projects.

August 1976 to October 1977 as Environmental Engineer with Kansas Department of Health and Environment in Topeka. Work involved review of industrial and municipal wastewater treatment plant and sewer systems.

August 1975 to August 1976 as Environmental Engineering professor at Kansas Technical Institute in Salina, KS. Taught environmental engineering courses in water, wastewater, hydraulics, storm water, and environmental engineering chemistry laboratory methods.

August 1974 to August 1976 as project engineer with Bucher and Willis Engineers in Salina, KS. Work involved reports, designs, specifications and construction inspections of municipal and industrial wastewater projects.

August 1970 to August 1974 as process engineer and lab director with Wilson and Company Engineers in Salina, KS. Work involved managing of environmental lab, industrial lab projects as well as performing process engineering designs, plant start-ups, and construction management of industrial wastewater treatment projects.

RFP – Project Management Engineering Services for City of Topeka, Kansas

Appendix B Kansas Professional Engineering License,
Individual

Landon State Office Building
900 SW Jackson St, Ste 507
Topeka, KS 66612-1275



Phone: (785) 296-3053
Fax: (785) 296-0167
www.ksbtp.ks.gov

Larry Karns, Executive Director

Laura Kelly, Governor

March 6, 2020

Michael A. Dalrymple
DALRYMPLE CONSULTING INC
7841 SW 12TH ST
TOPEKA KS 66615--1406

RE: Kansas Technical Professions License No. 8678

Please find your KSBTP Licensure card below.

	KANSAS STATE BOARD OF TECHNICAL PROFESSIONS
<u>Licensure Confirmation</u>	
Name:	Michael A. Dalrymple
License Type:	Professional Engineer
License Number:	8678
Status:	Active *
License Expiration Date:	04/30/2022
*Status subject to change. Use Find a License on KSBTP website for up-to-date information.	

RFP – Project Management Engineering Services for City of Topeka, Kansas

Appendix C Kansas Business Engineering License,
Business (current license up to date)

STATE OF KANSAS



BOARD OF TECHNICAL PROFESSIONS

To Whom it May Concern:

THIS IS TO CERTIFY, That **Dalrymple Consulting, Inc.**

Kansas

a corporation organized under the laws of the State of _____, has complied with the laws of the State of Kansas over which this board has jurisdiction and is hereby authorized to offer to the general public in the State of Kansas, the professional services of _____ **Engineering** registered and authorized in said state to practice **Engineering.**



IN TESTIMONY WHEREOF, this certificate numbered **E-431** has been issued and the seal of the board affixed hereto this **9th** day of **January**, 20 **07**

[Signature]
Chairman of the Board

[Signature]
Secretary of the Board

STATE OF KANSAS



BOARD OF TECHNICAL PROFESSIONS

To Whom it May Concern:

THIS IS TO CERTIFY, That DALRYMPLE ENVIRONMENTAL, INC,
a corporation organized under the laws of the State of KANSAS, has complied with the laws
of the State of Kansas over which this board has jurisdiction and is hereby authorized to offer to the general
public in the State of Kansas, the professional services of ENGINEERING registered and
authorized in said state to practice **ENGINEERING**

IN TESTIMONY WHEREOF, this certificate numbered
E-431 has been issued and the seal of the board affixed
hereto this 8th day of May, 1996



Stan Letterson
Chairperson of the Board

James V. Hatcher
Secretary of the Board

RFP – Project Management Engineering Services for City of Topeka, Kansas

Appendix D Pricing Proposal

Bid Form

Enter the firm's hourly cost plus overhead rates for each of the disciplines/key positions below.

Professional Services Hourly Rates			Time Basis Cost / Hour	
Licensed Engineer	Project Manager	Project Management	\$	115.00

3.30.010 Authority of City Manager to sign certain contracts – Professional service contracts.

(a) Pursuant to Charter Ordinance No. 94, Section 22 (Appx. [A](#), Section [A2-55](#)), the City Manager is hereby authorized to sign all contracts binding the City, unless:

- (1) Governing Body approval of the contract or the subject matter of the contract is required by City ordinance or resolution;
- (2) Governing Body approval of the contract or the subject matter is required by State or Federal law; or
- (3) Other City officers or employees are specifically authorized by ordinance to approve and sign the contract.

(b) On and after October 1, 2021, any contract for professional services exceeding \$50,000 shall be approved by the Governing Body. "Professional services" includes architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management and other similar services requiring specialized knowledge or certification in a particular field.

(c) The authority granted by this section is subject to all ordinances and laws which restrict and limit the ability of the City to enter into binding contracts. Further, this section does not authorize the avoidance of or exemption from any administrative reviews or approvals of contracts as required by City ordinances or regulations.

(d) The provisions of this section shall not preclude the City Manager from seeking and obtaining the approval of the Governing Body prior to signing certain contracts, notwithstanding the authority granted in this section. (Ord. 20311 § 1, 8-17-21.)

Cross References: City Council – Mayor, Chapter [2.15](#) TMC.

The Topeka Municipal Code is current through Ordinance 20311, passed August 17, 2021.

Disclaimer: The City Clerk's Office has the official version of the Topeka Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.topeka.org](http://www.topeka.org)

[Code Publishing Company](#)



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Leigha Boling, Director of Contracts and Procurement
DOCUMENT #:
SECOND PARTY/SUBJECT: Fracta
PROJECT #:
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: Yes
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Public Works contract for Professional Services between the City of Topeka and Fracta to provide Software as a Service regarding Event 2444 Water Distribution Pipeline Failure Determination Technology Solution.

(Approval will authorize the City Manager to sign and execute the contract amendment.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends that the Governing Body approves the contract as part of the consent agenda.

BACKGROUND:

Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must first be approved by the Governing Body. Professional Services include architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management, and other similar services requiring specialized knowledge or certification in a particular field.

The selected firm shall fulfill all necessary project management engineering duties needed for PW projects from

the conceptual phase to completion. The consultant shall at all times work as an independent contractor for the City on their assigned City projects. Professional service costs related to each contract will vary depending on the depth of services and project scope required by the City.

The City solicited proposals for Event 2444 Water Distribution Pipeline Failure Determination Technology Solution.

Firm will provide services regarding

1. Cleaned, digital files of pipe assets and main break data in GIS shape and .csv file formats.
2. One (1) hour remote meeting at Customer to present results in the Fracta Likelihood of Failure system.
3. Software Access to the Fracta system that provides: Statistics and performance indicators; LOF, COF, TR mapped visualizations; downloadable data files.

BUDGETARY IMPACT:

- First year annual fee is \$25,000
- Second year fee is \$26,000
- Third year is \$27,000
- Contract also provides for optional renewals for two (2) additional years at \$25,000 per year.
- **Total five year cost of \$128,000.**

SOURCE OF FUNDING:

6213010101-52203

ATTACHMENTS:

Description

Contract - Fracta (SaaS) Master Agreement

SaaS Subscription

TMC Section 3.30.010

Fracta RFP Proposal Response

Event 2444 RFP Scope of Work

Metro Legal Newspaper Ad



SOFTWARE AS A SERVICE MASTER AGREEMENT – ONLINE VERSION

These are the Master Terms and Conditions of an Agreement between Fracta, a California corporation (“Fracta”), and the Customer identified on a Fracta Software as a Service Subscription form. Under this Agreement, Fracta will provide Customer with online access to one or more modules of the Fracta System on a subscription, Software as a Service (“SaaS”), basis.

1. DEFINITIONS

- 1.1 “Agreement.” The complete Agreement between Fracta and Customer consists on Software as a Subscription form, these Master Terms and Conditions including any Attachments, the Software Acceptable Use Agreement posted online, and any amendments to those documents.
- 1.2 “Software as a Service” or “SaaS” refers to Fracta hosting the software and providing Customer with remote, internet-based access to the System on a subscription basis.
- 1.3 “Normalized Customer Data” is the Customer Data after it has been assessed and cleaned by Fracta to operate properly in the System.
- 1.4 “System” is Fracta’s proprietary system of software, algorithms, data analysis and machine technology that helps water utilities improve the efficiency of water main pipe management and replacement.
- 1.5 “Updates” are revisions to correct errors or to improve the existing functionality of the System. Updates do not include modules or products that Fracta sells or licenses separately, but Updates do include products that are offered as replacements for the subscribed modules.
- 1.6 “User” is an individual whom the Customer has authorized to use the System on its behalf.
- 1.7 “Customer Data” includes the following information, in machine-readable electronic form: pipe location, age, size, characteristics and installation dates; GIS data; and pipe break data.

2. SUBSCRIPTION SERVICES.

- 2.1 License. Fracta grants to Customer a nonexclusive, nontransferable, non-sublicensable license to use the System, and to authorize Users to use the System, during the term of this Agreement, solely for the benefit of Customer.
- 2.2 Availability. Fracta will use commercially reasonable efforts to make the System available to Customer online 24 hours a day, seven days a week. Fracta may temporarily suspend the System for maintenance, testing, and security purposes. Further, Fracta may be unable to provide access to the System due to actions beyond its reasonable control, such as acts of God, attacks or other interference by third parties, and internet service provider or data center outages. If downtime is planned, Fracta will attempt to inform Users ahead of time, although Fracta is not obligated to do so and will not be liable if it fails to provide advance notice.
- 2.3 System Administrator; User Access. Customer shall designate one or more System Administrators. System Administrators are responsible for managing User access, including adding and subtracting Users.
- 2.4 Names and Passwords. Customer is responsible for maintaining the security of all User names and passwords, for the security of its information systems used to access the System, and for its Users’ compliance with the terms of this Agreement. Customer will



SOFTWARE AS A SERVICE MASTER AGREEMENT – ONLINE VERSION

immediately notify Fracta if it becomes aware of any loss or theft or unauthorized use of any of Customer's passwords or User names. Fracta has the right at any time to terminate or suspend access to any User or to Customer if Fracta believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System. Users must not share passwords or user names.

2.5 Use Restrictions. Customer and Users may not do any of the following:

- (i) upload any data that is not Customer Data;
- (ii) access or use the System for the benefit of any third party, or share or re-sell its access to the System;
- (iii) copy or reverse engineer the System;
- (iv) modify, create derivative works based upon, or translate the System;
- (v) upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) Customer does not have a right to upload; (iii) contains any code designed to interrupt, destroy or limit the functionality of the System; or (iv) poses or creates a privacy or security risk to any person or entity; or
- (vi) attempt to compromise the security or integrity of the System.

2.6 Customer shall immediately notify Fracta if Customer becomes aware of any unauthorized use of all or any of the Software as a Service.

3. DATA ENTRY

3.1 Customer will electronically transfer the Customer Data to the System using an agreed-upon data transfer method and will provide information regarding the available data and database systems and database structures related to the Customer Data.

3.1.1. Customer will provide one pipe data zip file containing one of more the following file extensions: cpg, .dbf, .prj, .shp, .shx. A list of pipe material of construction, year installed and diameter should be included in the data file and the name of the corresponding column of the data clearly denoted.

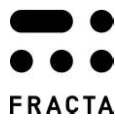
3.1.2. Customer will provide one pipeline break history data file in either shapefile, CSV, or Excel format. If data is in Excel or CSV format, a column corresponding to address or latitude and longitude must be included (as well as the name of that column). The date of the Break, and the name of the column corresponding to this information.

3.1.3. Customer Data provided by Customer must be in an electronic format; geospatial data must be in an ArcGIS shapefile or similar format. Other data may be in a tabular Excel or similar format.

3.1.4. Fracta will assess and clean the Customer Data as necessary to create Normalized Customer Data.

3.1.5. Fracta will load the Normalized Customer Data into the System.

3.2 After the initial load of the Normalized Customer Data into the System, Fracta will provide Customer up to two (2) additional loads of Normalized Customer Data into the System per subscription year. The additional loads do not include an assessment and cleaning. Fracta assumes that Customer will provide updated Customer Data in the Normalized format. If the Normalized Customer Data cannot be loaded because of the format provided by the Customer, Fracta will provide an estimate of fees to the



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Customer for assessing and cleaning the data. Fracta will not load the data until Customer has agreed in writing to pay the assessment and cleaning fees.

- 3.3 Fracta will provide online access to the Normalized Customer Data, which Customer can view online and download.
- 3.4 Data Responsibility. Responsibility for ensuring that the data entered into the System is accurate and reflects Customer requirements lies solely with Customer.
- 3.5 No Sensitive Data; Customer Responsibilities. The System is not intended for use with protected health information under HIPAA, credit card numbers, financial account numbers, or personally identifiable information. Customer assumes all risk arising from use of any such sensitive information with the System, including the risk of any inadvertent disclosure or unauthorized access thereto. Customer is responsible for ensuring that Customer's use of the System is in compliance with all applicable laws and governmental regulations and Customer assumes all risk arising from any such use that is not compliant with applicable laws and regulations.

4. SUPPORT

- 4.1 System Updates and Changes. Fracta will provide access to Updates at no additional charge, when they are commercially available. Fracta reserves the right to add new features and functions to the System, and the right to discontinue features. Upon Customer's reasonable request and on mutually agreeable terms, Fracta may enable Customer to continue to use discontinued features or functions.
- 4.2 Errors. An Error is a defect in the programming of the System software that causes it to fail to operate properly. Customer acknowledges that the software in general is not error-free and agrees that the existence of errors in the Software shall not constitute a breach of this Agreement.
- 4.3 Error Correction. Fracta will use commercially reasonable efforts to correct all material Errors reported by Customer, or to provide a reasonable workaround using its reasonable efforts during Fracta's normal business hours. Customer will provide access, information, and assistance as Fracta may reasonably require in the process of resolving any Error. This paragraph is Customer's sole and exclusive remedy for Errors.
- 4.4 Support Requests. During regular business hours (9 am – 5 pm Pacific Time) Customer may email or call Fracta to raise a support issue, using the contact information provided by Fracta. Customer is encouraged to designate Users with authority to make support requests. Fracta reserves the right to limit the number of such Users if support requests are excessive.

5. TERM

- 5.1 Term. The Initial Term of this Agreement shall begin on the Effective Date and shall continue for the number of years shown on the Software as a Subscription form. The Agreement will automatically renew for successive Renewal Terms of one (1) year, unless either party gives notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.
- 5.2 Termination. Either party may terminate this Agreement for a material breach by the other party that is not cured within thirty (30) days after notice of breach. Either Party may immediately terminate this Agreement if the other Party: (a) becomes insolvent and becomes unwilling or unable to meet its obligations under this Agreement; (b) files a



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petition in bankruptcy; or (c) is subject to the filing of an involuntary petition for bankruptcy that is not rescinded within a period of sixty (60) days.

- 5.3 Obligations Upon Termination. Upon termination of this Agreement: (i) Fracta may immediately terminate Customer's access to the System; (ii) Upon written request from Customer received within 30 days of termination, Fracta will provide access to the System for a period of 48 hours for the limited purpose of exporting Customer Data;
- 5.4 Survival. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

6. CONFIDENTIAL INFORMATION

- 6.1 "Receiving" and "Disclosing" Parties. Careful protection and non-disclosure of Confidential Information (as defined below) by the Party receiving Confidential Information ("Receiving Party") from the Party disclosing Confidential Information ("Disclosing Party") is of importance to both Parties. The terms "Receiving Party" and "Disclosing Party" includes each Party's officers, directors, employees and representatives. As to Customer, the terms "Receiving Party" and "Disclosing Party" also includes all entities controlling, controlled by and under common control with, Customer (each, an "Affiliate") and such Affiliate's representatives.
- 6.2 "Confidential Information." For purposes of this Agreement, "Confidential Information" means all non-public information that a Disclosing Party designates as being confidential, or which, under the circumstance of disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, Fracta's algorithms, Fracta's software system, Customer's pipeline deployment data, and each Party's research, development, trade secrets, product development plans, inventions, and technical data. Confidential Information does not include information which can be shown by the Receiving Party to be: (i) already known or in its possession without an obligation of confidentiality to the Disclosing Party prior to the execution of this Agreement; (ii) rightfully furnished to the Receiving Party by a third party; (iii) publicly available without breach of this Agreement; or (iv) independently developed by the Receiving Party without reliance on the Confidential Information as evidenced by written records of the Receiving Party.
- 6.3 Protection of Confidential Information. During the term of this Agreement, Receiving Party agrees to hold the Disclosing Party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions that Receiving Party uses for to its own confidential information, but in no event less than reasonable care.
- 6.4 Required Disclosures. If a Receiving Party is legally compelled by a court or governmental body to make any disclosure of Confidential Information, the Receiving Party shall (i) promptly notify the Disclosing Party, unless such notice is prohibited by law; and (ii) consult with and assist the Disclosing Party, at the Disclosing Party's expense, in obtaining an injunction or other appropriate remedy to prevent such disclosure.
- 6.5 Unauthorized Disclosure. If a Receiving Party discovers that the Disclosing Party's Confidential Information has been used or disclosed in violation of this Agreement, the Receiving Party will immediately: (i) notify Disclosing Party; (ii) take reasonable action



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to minimize the impact of the use or disclosure; and (iii) take necessary steps to prevent a further disclosure of any Confidential Information.

- 6.6 Return of Confidential Information. A Receiving Party will return or destroy all Confidential Information and all copies received from the Disclosing Party within 15 days of the Disclosing Party's request. If the Confidential Information is destroyed by Receiving Party, that Receiving Party must certify such destruction in writing. Notwithstanding the foregoing, the Receiving Party may retain one copy of any of Disclosing Party's Confidential Information to comply with Receiving Party's legal or regulatory requirements.

7. FEES and PAYMENT

- 7.1 Fracta will invoice Customer annually in advance on the Effective Date for SaaS subscriptions ordered by Customer as shown in the Software as a Subscription form. If Customer orders additional subscriptions during the Term of this Agreement, the first-year subscription fee and first-year term for the additional subscriptions will be prorated to cover the remaining portion of the current year. Invoices are payable net thirty (30) days.
- 7.2 On each anniversary of the Effective Date during the Initial Term, and upon the commencement of any Renewal Term, Fracta may increase the subscription fees for the coming year by five percent (5%) or by the CPI Adjustment, whichever is lower. The CPI Adjustment means the percentage increase (if any) in the year over year average CPI-U (All Urban Consumers, U.S. City Average) for the prior two years, as reported by the US Bureau of Labor Statistics.
- 7.3 For any Data Normalization services that are outside the standard scope, or Customer will be billed on a time-and-materials basis at the rate of \$1,200 per day.
- 7.4 All fees quoted to Customer for the provision of the Services by Fracta are exclusive of any sales tax or similar tax or fee.

8. NOTICES.

All written notices required by this Agreement must be delivered to the addresses shown on Software as a Subscription form by overnight courier or certified mail, and will be effective upon receipt. Either party may change its address for notices by giving written notice of the change to the other party.

9. OWNERSHIP

- 9.1 The System. Fracta owns all right, title and interest and all intellectual property rights in the System. Fracta will also own any suggestions, enhancement requests, feedback or recommendations relating to the System that are provided by Customer or User.
- 9.2 Customer Data. Customer warrants that it either owns all right, title and interest in the Customer Data, or has a license or other legal right to use the Customer Data in the System, including the right to license the use of the Customer Data to Fracta as provided in this Agreement.
- 9.3 Fracta Use of Customer Data. Customer grants to Fracta a nonexclusive, non-transferable (except in connection with a permitted assignment as set forth below), non-sublicensable license to store, use, copy, transmit, modify and display the Customer Data solely (1) to process the data on Customer's behalf, (2) to improve the System,



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and (3) to improve Fracta's analytical model or algorithms. Customer understands that due to the nature of the machine learning process, exposure to the Customer Data will inherently improve the System and Fracta's analytical model and algorithms.

10. DISCLAIMERS

All forms of non-destructive testing involve an inherent and unavoidable level of uncertainty. The results provided by Fracta are therefore not guaranteed. The methods used for leak detection and pipe condition assessment are highly dependent on input parameters. As a result, Fracta is not responsible for any actions taken by Customer based on the System or on Fracta's recommendations.

EXCEPT FOR THE LIMITED ERROR CORRECTION WARRANTY PROVIDED IN THIS AGREEMENT, FRACTA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO THE SYSTEM, OR TO FRACTA'S SERVICES. FRACTA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. FRACTA DOES NOT WARRANT OR REPRESENT THAT THE SYSTEM WILL BE FREE FROM ERRORS OR THAT ITS USE WILL BE UNINTERRUPTED, OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SYSTEM IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THESE DISCLAIMERS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

11. Exclusion of Certain Damages

FRACTA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR RELIANCE DAMAGES, INCLUDING ANY DAMAGES DUE TO LOST OR CORRUPTED DATA, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SYSTEM, EVEN IF FRACTA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

WITH THE EXCEPTION OF CUSTOMER'S OBLIGATION TO PAY FEES, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SYSTEM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO FRACTA BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY, OR ONE MILLION DOLLARS (\$1,000,000), WHICHEVER IS SMALLER. THIS LIMITATION OF DAMAGES SHALL BE GIVEN FULL EFFECT EVEN IF THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE DEEMED BY AN ARBITRATOR OR COURT TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION REFLECT THE ALLOCATION OF RISK IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY. This Section does not limit either party's liability for bodily injury, gross negligence or willful misconduct.

12. DISPUTE RESOLUTION

- 12.1 Negotiation. The Parties will make good faith efforts to resolve disputes through informal discussions between the appropriate representatives of the parties. Formal negotiation may be initiated by either party by sending written Notice of the description of the dispute to the other party. Within twenty (20) business days of the Notice, principals of both parties, who have the authority to settle the dispute, will meet to discuss resolution of the dispute.



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- 12.2 Arbitration. If a dispute arising out of this Agreement cannot be resolved through formal negotiation, the dispute may be arbitrated according to the Commercial Arbitration Rules of the American Arbitration Association. The cost of the arbitration shall be borne equally by both parties. The parties hereby submit to the jurisdiction of the appropriate court for the purpose of confirming any agreed settlement arrived at during arbitration.

13. INDEMNIFICATION

- 13.1 Indemnification of Customer. Fracta agrees to defend Customer and its directors, officers and employees from and against any and all claims, demands, suits or proceedings made or brought against Customer by third parties, and agrees to pay or reimburse Customer for any and all damages, costs and expenses payable by Customer to such third party to the extent that they are awarded in a final judgment or agreed to in settlement, as a result of a claim against Customer, based upon or arising out of: (i) any dishonest, fraudulent, criminal, or negligent acts committed by Fracta, or any agent or employee of Fracta, acting pursuant to, or in connection with, the Agreement; or (ii) a claim that the use of the Software as a Service or the System as permitted hereunder infringes the intellectual property rights of a third party. As a condition of Fracta's indemnification obligation, Customer must (i) promptly give written notice of the claim to Fracta, (ii) give Fracta sole control of the defense and settlement of the claim (provided that Fracta may not settle or defend any claim unless it unconditionally releases Customer of all liability), (iii) provide to Fracta all reasonable and available information and assistance. and (iv) not have compromise or settled such claim.
- 13.2 Indemnification of Fracta. Customer agrees to defend Fracta and its directors, officers and employees from and against any and all claims, demands, suits or proceedings made or brought against Fracta by third parties, and agrees to pay or reimburse Fracta for any and all damages, costs and expenses payable by Fracta to such third party to the extent that they are awarded in a final judgment or agreed to in settlement, as a result of a claim against Fracta, based upon or arising out of: (i) any dishonest, fraudulent, criminal, or negligent acts committed by Customer, or any agent or employee of Customer, acting pursuant to, or in connection with, the Agreement; or (ii) a claim the Customer Data infringes the intellectual property rights, privacy rights or publicity rights of a third party. As a condition of Customer's indemnification obligation, Fracta must (i) promptly give written notice of the claim to Fracta, (ii) give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Fracta of all liability), (iii) provide to Customer all reasonable and available information and assistance, and (iv) not have compromise or settled such claim.

14. GENERAL

- 14.1 Non-Solicitation. Neither party shall, directly or indirectly, induce or entice any employee of the other to leave such employment, or induce or entice any of the other party's sub-contractors to provide any services other than by an agreement with, and through, such other party. Employees responding to a generally published notice or advertisement shall not fall under this provision.
- 14.2 Assignment. Customer may not assign its rights and/or obligations under this Agreement to any other party without our prior written consent. Fracta may assign its rights and/or obligations under this Agreement to any other party at its discretion.



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- 14.3 Kansas Law and Venue. The laws of the State of Kansas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction in the State of Kansas, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all claims and actions arising out of or relating to this Agreement.
- 14.4 Force Majeure. Neither Party shall be liable for any failure or delay of performance due any unforeseeable event, such as, but not limited to, fire, strike, inevitable accidents, war, terrorism or any other cause outside the reasonable control of the defaulting Party, and occurring without its fault or negligence.
- 14.5 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between the parties as to the subject matter hereof, and supersede any prior or contemporaneous agreement, proposal, warranties and representations.
- 14.6 Conflicting Terms; Amendments. This Agreement prevails over any conflicting or additional terms of any quote, purchase order, invoice or other communication. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.



SOFTWARE AS A SERVICE MASTER AGREEMENT – ONLINE VERSION

Attachment B – Scope of Work

1. SERVICES

Fracta will perform the following services under this Agreement:

- Project Management: Fracta will assign a project manager to oversee the delivery of the Services. The project manager will perform project management functions for the project. Fracta will communicate the status of the project with Customer on a biweekly basis until the Customer has received access to Fracta system.
- Kick-Off Meeting: Fracta will coordinate and set up a kick-off meeting with Customer to introduce the team members, review the project tasks, discuss roles and responsibilities, review the scope and schedule for the project, and any other relevant project information.
- Data Request: Fracta will meet with Customer to identify available data and formats. Fracta or Customer will upload the requested data to the data exchange portal.
- Data Review: Fracta will review the data that Customer provides.
- Data Clean-Up, Normalization, and Import into Software: Fracta will analyze the pipe asset and historical break data to identify data gaps and outliers. Fracta will coordinate a discussion with the Customer if it identifies any data anomalies that must be addressed by the Customer. Fracta will perform data clean-up and normalization to include formatting data for proper use in the Fracta model. Clean-up of data that is significantly outside the requirements is out of scope: this may include, for example, filling data gaps for pipe asset information with parcel data, geo-coding break history to align to pipe assets and other more manual data manipulation. If applicable, Fracta will provide an estimate of the cost for the out-of-scope work prior to proceeding.
- Review of Results: Fracta will coordinate and set up a meeting with the Customer to review the results of Fracta system.
- Access to Online Tool: Fracta will provide the Customer with on-going access to Fracta system for the Term of the Agreement. On-going access will be provided in the form of user accounts.
- Additional Services. For any services that are outside the scope of this Agreement, Customer will be billed on a time-and-materials basis. Fracta will charge \$1,200 per day, in minimum billing increments of two hours, plus reasonable and necessary out-of-pocket expenses, provided that Customer must pre-approve such services.

2. DELIVERABLES

Fracta will provide the following Deliverables:

- Cleaned, digital data files of pipe assets and main break data in GIS shape and .csv file formats
- One (1) hour remote meeting at Customer to present results in the Fracta Likelihood of Failure system
- Software Access to the Fracta system that provides:
 - Statistics and performance indicators
 - Graphs include, e.g., Total # of breaks per year, Break rate per year, Total # of breaks and break rate per material, per install year and per install decade
 - Mapped analytical visualization about historical break data



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- LOF, COF, TR
 - Mapped visualizations
- Downloadable data files
 - Cleaned data files (GIS shape, .csv file formats)
 - LOF, COF, and TR (GIS shape, .csv file formats)

3. CUSTOMER RESPONSIBILITIES

Customer will provide the following resources to enable Fracta to complete the work per the Section Schedule:

- Pipe asset file in a GIS format to at least include:
 - Unique pipe segment ID
 - Pipe Material Type (AC, DI, CI, PVC, etc.)
 - Pipe Length
 - Pipe Diameter
- Hydraulic Pressure (Nodes)
 - GEO Information (WKT)
 - Pressure Minimum
 - Pressure Maximum
 - Pressure Average
- Break history file in GIS format or other geocodable format to at least include:
 - Unique pipe segment ID
 - Break date
- Designated point of contact who can facilitate bi-weekly status meetings and provide answers to data questions that might arise during the project

4. SCHEDULE

Total project length is estimated at 8-12 weeks from receipt of the Customer data. Fracta will provide a final schedule after Customer data has been received and reviewed. The project will be guided by bi-weekly status meetings.

PROJECT MANAGERS

FRACTA:
 Name: Ardyn Allessie
 Phone: 650-257-2557
 Email: ardyn@fracta.ai

CUSTOMER:
 Name: Braxton Copley
 Phone: 785-368-2527
 Email: bcopley@topeka.org

5. ASSUMPTION

- Data provided by Customer will be in an electronic format; geospatial data will be in an ArcGIS shapefile or similar format. Other data will be in a tabular Excel or similar format.
- Timeline is dependent on the availability of Customer resources to answers questions about the submitted data and for the review and comments on the results and final report.



SOFTWARE AS A SERVICE SUBSCRIPTION

Customer Name: City of Topeka, KS

Customer Address for Notices: 620 SE Madison St. 3rd Floor, Topeka, KS 66607
United States

Customer Primary Contact: Braxton Copley

Telephone: (785) 368-2527

Email: bcopley@topeka.org

Item		Annual Subscription Fee*	Year(s)
	Likelihood of Failure ("LOF")/ Consequences of Failure ("COF") Total Risk ("TR") and Job Planner ("JP")	\$25,000	1 (2022)
	Likelihood of Failure ("LOF")/ Consequences of Failure ("COF") Total Risk ("TR") and Job Planner ("JP")	\$26,000	2 (2023)
	Likelihood of Failure ("LOF")/ Consequences of Failure ("COF") Total Risk ("TR") and Job Planner ("JP")	\$27,000	3 (2024)
	Optional Renewal Year 1: Likelihood of Failure ("LOF")/ Consequences of Failure ("COF") Total Risk ("TR") and Job Planner ("JP")	\$25,000	1 (2025)
	Optional Renewal Year 2: Likelihood of Failure ("LOF")/ Consequences of Failure ("COF") Total Risk ("TR") and Job Planner ("JP")	\$25,000	1 (2026)

*Taxes and similar fees are not included. Price includes Fracta's standard service to prepare Customer data for the Fracta system. Data preparation that is outside the standard scope with require a time and materials fee. This quote is valid for 90 days.

Effective Date: The Agreement is effective when both parties sign this Subscription.

This Software as a Subscription is subject to the terms of this document including Attachments A (Master Terms and Conditions of Agreement) and B (Scope of Work). Fracta objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation submitted by Customer.

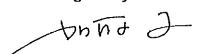
Signatures:

Fracta, a California Corporation



FRACTA

SOFTWARE AS A SERVICE SUBSCRIPTION

DocuSigned by:

By: B4C025FA8B6149F...

Name: Takashi Kato

Title: President and CEO

Date: 12/6/2021

Customer

By: _____

Name: _____

Title: _____

Date: _____

3.30.010 Authority of City Manager to sign certain contracts – Professional service contracts.

(a) Pursuant to Charter Ordinance No. 94, Section 22 (Appx. [A](#), Section [A2-55](#)), the City Manager is hereby authorized to sign all contracts binding the City, unless:

- (1) Governing Body approval of the contract or the subject matter of the contract is required by City ordinance or resolution;
- (2) Governing Body approval of the contract or the subject matter is required by State or Federal law; or
- (3) Other City officers or employees are specifically authorized by ordinance to approve and sign the contract.

(b) On and after October 1, 2021, any contract for professional services exceeding \$50,000 shall be approved by the Governing Body. "Professional services" includes architects, engineers, appraisers, land surveyors, management and systems analysts, financial and accounting firms, attorneys, information technology consultants, land use planners, project management and other similar services requiring specialized knowledge or certification in a particular field.

(c) The authority granted by this section is subject to all ordinances and laws which restrict and limit the ability of the City to enter into binding contracts. Further, this section does not authorize the avoidance of or exemption from any administrative reviews or approvals of contracts as required by City ordinances or regulations.

(d) The provisions of this section shall not preclude the City Manager from seeking and obtaining the approval of the Governing Body prior to signing certain contracts, notwithstanding the authority granted in this section. (Ord. 20311 § 1, 8-17-21.)

Cross References: City Council – Mayor, Chapter [2.15](#) TMC.

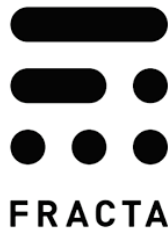
The Topeka Municipal Code is current through Ordinance 20311, passed August 17, 2021.

Disclaimer: The City Clerk's Office has the official version of the Topeka Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.topeka.org](http://www.topeka.org)

[Code Publishing Company](#)



**Fracta Response:
City of Topeka
Request for Proposal
Water Distribution Pipeline Likelihood
of Failure Determination**

Date:

October 12, 2021

Prepared by:

Ardyn Allessie
Fracta, a California Corporation
2400 Broadway, Suite 220
Redwood City, CA 94063
(650) 257-2557
ardyn@fracta.ai

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1. Qualifications of Fracta

Fracta is pleased to offer the City of Topeka Utilities Department (City of Topeka) innovative, commercially available SaaS solution that uses Artificial Intelligence, Machine Learning (AI-ML) to assess the condition of drinking water distribution mains. The Fracta SaaS solution calculates and visualizes the Likelihood of Failure (LOF) for every water main pipe segment. The LOF score represents the mathematical probability of pipe failure over the subsequent years, enabling utilities to make better pipe replacement decisions. **Fracta's objective, big-data-driven method is faster, more accurate and more affordable than other desktop and physical condition assessment methods.** It has been utilized by over **100 water utilities across North America and Japan**, and Fracta is now expanding into Europe, as well. Clients include: East Bay Municipal Utility District; San Francisco Public Utility District; City of Napa; City of East Point, GA; City of Arlington, TX; Boston Water and Sewer Commission; San Gabriel Valley Water Company; City of Topeka, KS; City of St. Petersburg, FL; City of Rio Rancho, NM; City of Bellevue, WA; and many more. The figure below illustrates Fracta's growing footprint in the United States.

Fracta's solution is being incorporated into water main asset management programs around the United States. We have analyzed over 125,000 miles of water mains with about 350,000 individual breaks.

Objective and truly data-driven calculations have been shown to be a powerful source of water main likelihood of failure (LOF) predictions. The benefits can be viewed from three perspectives.

Faster, More Accurate and Affordable Water Main Condition Assessments

Traditional LOF engineering studies cost hundreds of thousands of dollars and take from three to nine months to complete. The results are static and are typically delivered in reports and spreadsheets. A study is usually done once every five years.

Fracta can complete an LOF assessment of an entire water main distribution system in **4-8 weeks**. The results are delivered in a SaaS system and visualized using dynamic graphs and charts. New data can be uploaded and modeled **several times per year** enabling a dynamic, near real time assessment of the water mains.

The **accuracy** of Fracta's solution is detailed in the "solution" description, but is established via three methods:

- Anecdotal confirmation of Fracta’s ability to identify two types of pipe misidentified using typical Condition Assessment approaches that are substantially based on age and leak history of pipes:
 - Older pipe segments (often 100 years old or more Cast Iron) that have very low LOF and don’t need to be replaced despite their age
 - Younger pipe segments (such as 60-year-old Asbestos Cement) that have high LOF even though they have no break history
- Mathematical validation of the model with “AUC” accuracy score
- Time-shifted analysis comparing projected vs real break rates for groupings/cohort of pipe segments and their LOF
- Fracta’s existing work with the City of Topeka has shown high accuracy of predicting breaks within Topeka’s specific conditions. Fracta has also demonstrated that our AI-based approach delivers increased accuracy over time. The accuracy result Fracta delivered to Topeka in 2021 (based on 2020 data) was significantly more accurate than the result Fracta delivered to Topeka in 2020 (based on 2019 data).

Optimization of Repair, Rehabilitation and Replacement Budgeting and Spending

In many cases, utilities are conditioned to replace the oldest pipes in their system. Studies have shown that anywhere from 30 percent to 90 percent of replaced pipe has useful remaining life. Manatee County, Florida was programmed to replace 12 miles of pipe based solely on the age of the pipe. They discovered that 90 percent of the pipe scheduled for replacement had useful service life left. By avoiding the replacement of pipe with remaining useful life, Manatee County was able to reduce CIP budget by \$5.5 million and deferred an additional \$2 million, pending condition assessment in lieu of replacement. As a budgetary example, if Fracta can help a utility **reallocate 30 percent of its annual replacement budget**, then a utility replacing 10 miles of pipe per year at an average cost of \$1 million per mile could more efficiently spend \$15 million over five years. Alternatively stated, a utility could replace an additional 15 miles of high likelihood of failure pipe by using a more accurate AI-ML condition assessment tool like Fracta, reducing the actual number of breaks that would occur within the city without changing the budget.

2. Qualifications of Key Staff

Takashi Kato, Co-Founder, President and CEO

Takashi Kato is the Founder and CEO of Fracta and has been leading the company since 2016. Before Fracta, he was the co-founder & CFO of SCHAFT Inc., the humanoid robotics venture which was awarded first prize at the 2013 U.S. DARPA (Defense Advanced Research Projects Agency) Robotics Challenge. SCHAFT was acquired by Google in 2016. Mr. Kato is a visiting scholar at Stanford's US-Asia Technology Management Center. Takashi holds a B.Eng. degree in applied physics from Waseda University and an MBA from the Australian National University.

Tom Wojcik - Head of Product Development

Tom Wojcik is an expert in control algorithms, data science and product management. At Fracta, Tom leads the entire product development team, from defining the most important features, to working with the data science team to improve accuracy of the prediction. Prior to Fracta, Tom developed an IoT platform for Sterling & Wilson, one of the world's largest developers of Solar PV plants. Tom holds an MS in mechanical engineering and an MBA from Stanford University.

Kaichi Momose - Director of Engineering & Data

An insatiably curious software engineer who is passionate about utilizing the power of AI to solve serious problems. He has led the integration of deep learning systems and the maintenance and optimization of the code base in projects across the globe. He has a B.S in Engineering from Kyushu University and was awarded the System Integration Award for Outstanding Young Researchers. The longest-tenured engineer at Fracta, Kaichi leads the engineering and data development team as they continue to break new ground in the machine learning process, as well as managing and wrangling complex datasets.

Kazuma Minoda - Senior Data Scientist

Kazuma holds a Masters of Open Environmental Sciences from Keio University and owns two patents about reinforcement learning and automatic proofreading. Expert in machine learning algorithms, various cloud components, web frameworks and programming languages. A published research and development author, he has written articles relating to reinforced learning, and automatic manuscript proofreading using NLP.

Mehrdad Zakershahrak - Senior Data Scientist

Mehrdad Zakershahra is a Senior Data Scientist at Fracta. Mehrdad's area of expertise includes AI applied to robotics, reinforcement learning and ML for anomaly detection. Mehrdad worked on data science projects in the field of robotics, human-robot interactions, and detecting security breaches. Mehrdad holds a MS in Computer Science from the University of Nebraska-Lincoln and a PhD in Computer Science from the University of Arizona.

Jun Matsuzaki- Senior Data Scientist

Jun Matsuzaki is a Senior Data Scientist at Fracta. Jun's area of expertise includes Bayesian learning, and joint ML - domain knowledge predictive models. Jun has developed machine learning models based on video and sensor data to predict machine performance and degradation. Jun holds a PhD from the University of Tokyo and performed Post-Doctoral studies at the University of Hokkaido.

Jearld Waitkus - Chief Software Architect

Chief Enterprise Architect, SaaS Division. Responsible for the design and implementation of the Fracta SaaS offering. This includes the technical design of new features, coordinating implementation efforts amongst our team members, and personally handling many of the implementation requirements. Expert in AWS services and cloud-based SaaS software.

Alex Gomory - Sr. Frontend Software Engineer

Assists in managing the improvements and maintenance of Fracta's water asset analysis platform. This includes perfecting the AI and machine-learning algorithms, improving the interface that our users employ to parse such information, and the communication between those two layers. In order to lead such developments, Alex frequently works with our client account managers, product team, and executives to ensure the engineering team understands the demands of our users.

Sayali Lokare - Data Engineer

Sayali Lokare holds a Master's degree in environmental planning from UC Berkeley. She has been involved in projects for stormwater design and channel rehabilitation for Contra Costa County as well as stormwater assessment and design for Bangalore, India. She is an expert in evaluating the criticality (or COF) of water networks, and she has worked with 20+ cities over the last 1 year on related projects.

Daniel Schperberg - Data Engineer

Daniel is a Sr. Data Engineer and also specializes in GIS systems. Before Fracta, Daniel worked as a researcher analyzing animal migration patterns off the coast of California. Daniel holds a degree in Marine Biology from the University of California Santa Cruz.

Project Management

Ardyn Allesie - Project Manager/Customer Success

Ardyn Allesie graduated from Trinity College with a BA in Cultural Anthropology. At Fracta, she serves as the Customer Success Manager where she supports clients and helps to answer all their inquiries.

3a. Description of The Technology Solution and How It Meets Topeka Utilities Requirements

The Fracta digital water main condition assessment SaaS solution delivers results in three steps as illustrated below. At the end of the process, which usually takes 4-8 weeks, utilities and their consulting engineers are armed with objective, accurate and reliable LOF predictions to use for planning water main replacement projects. Fracta delivers the objective data-driven LOF analysis in three steps:

WRANGLE AND IMPORT UTILITY DATA. Utility data consisting of two basic data categories (utility pipe asset data and historical break data) is uploaded to the Fracta System. The utility data structure and quality are then assessed and the data is prepared for automatic data processing. The utility data is normalized through software which also corrects data gaps and outliers. The normalized data is displayed in the Fracta solution on an interactive online map and statistics and insights are visualized in the Fracta system. During this phase, light interaction is required between Fracta and the utility.

LAYER GEODATA AND RUN MACHINE LEARNING ALGORITHM. The Fracta software will join additional geospatial variables to the utility data using Fracta proprietary algorithms and a national database built by Fracta. Up to 150+ environmental variables like soil, population density, road networks, and climate are used to make these predictions. The power of the ML algorithm can handle the complexity of multiple variables with greater speed and accuracy as compared to manually weighted regression models that often use 8-10 variables at most. The Fracta

System will use the joined data to calculate a prediction for LOF (Likelihood of Failure) for a predefined time period. No interaction is required between Fracta and the utility during this phase.

VISUALIZE VULNERABILITIES AND APPLY LOF RESULTS. The resulting LOF probabilities are displayed in the Fracta system split into easily visualized risk rank groupings on an interactive map. The detailed results are downloadable by the utility to be used in its own asset management or GIS software (such as Cityworks and ESRI ArcGIS). Together Fracta and the utility can review the results and discuss best practices on how to include them into their water main replacement decision making.

3b. Description of Additional Functionality that the Solution Provides

Search Capability: Fracta's solution has a search box, such that any address can be quickly looked up and found. This can be used any time a main break happens, to quickly find the corresponding LOF for that pipe segment, and to quickly investigate whether the main break is in a known "bad area" or is potentially a "one-off" break not associated with long term decay/corrosion of the pipe.

Unlimited seat licenses: Fracta's solution comes with unlimited seat licenses and thus can be used by users without access to or capability on the utility's GIS system.

Unlimited support: every customer has unlimited support from a Data Engineer, in order to answer questions and ensure that the city is fully trained in using all the features throughout the entire service duration.

Model Updates and Continuous learning: Fracta's Machine Learning improves over time. Included in the prices are model updates, and resulting in higher accuracy, when the customer uploads additional data. In fact, Fracta already delivered to Topeka an 11% improvement in accuracy between 2020 and 2021.

COF and TotalRisk: Fracta also provides Consequence of Failure and TotalRisk tools, which enable the utility to optimize their CIP budgets based on CoF and financial metrics. These tools are already used by Topeka, and we will be expanding their functionality.

4. Description of at least 2 projects that are similar in scope (including contact information for clients)

Project 1- Arlington Water Utilities, TX

Arlington Water Utilities came on board with Fracta at the end of 2019. As the seventh-largest city in Texas serving over 379,000 customers and managing 1,425 miles of distribution pipe, they were looking to utilize Fracta in various ways. The first being that they wanted to compare their in-house model to Fracta so they could make sure Fracta would produce adequate results. A validity test was performed in 2020 which measured how well the regression line represented the dataset comparison.

Based on Arlington's evaluation, Fracta's model achieved very accurate results, with an R^2 score of .90 while Arlington's in-house model was at .61.

With the gathered confidence in Fracta's accuracy, Arlington's team began exporting Fracta's results over their in-house model to get a better understanding of where the pipes with the highest likelihood of failure are. Since Arlington's pipe replacement plans are strongly dependent on the paving department, they are now able to confidently make data-driven decisions to let the paving department know if pipes should be repaired/replaced when roads are already going to be dug up.

Another way Arlington has benefited from Fracta is by utilizing the top five risk factors for any given pipe to be able to sell pipe replacement plans to Upper Management.

Contact: Robert Stanley, Senior Engineer-Planning & Asset Management | (817) 459-6824 | Robert.Stanley@arlingtontx.gov

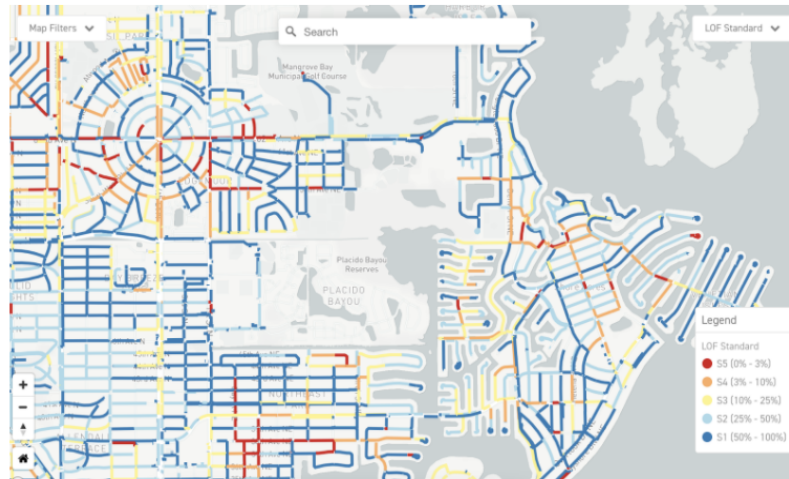
Project 2 - The City of St. Petersburg, FL

The City of St. Petersburg in Florida started a five-year Downtown Replacement Program to progressively replace 500,000 ft of water mains. They came on board with Fracta at the start of 2020 so Fracta could help prioritize pipes in the downtown area for them. They struggled with keeping records of previous breaks in the downtown area so felt Fracta's strong incorporation of environmental factors would be of use to them to help figure out where they need to focus first in the downtown area for main replacements.

They serve a little over 3,000 customers with 1,436 miles of distribution pipe. Their pipes are cast iron (32%), ductile iron (25%), steel (23%), plastic (18%), and concrete (2%). Although they had very little break data in the area, Fracta was able to incorporate St. Petersburg's soil reports to get very strong LOF results.

Below is a snapshot of the downtown area for St. Petersburg. The pipes in red are the ones with the highest likelihood of failure (top 3%) and where St. Petersburg is now looking to start making replacement projects.

St. Petersburg downtown area LOF results



Contact: John Palenchar, Director-Water Resources | 727-892-5698 | John.Palenchar@stpete.org

Project 3 - San Francisco Public Utilities Commission (SFPUC)

SFPUC is the third-largest municipal utility in California, serving 2.7 million residential, commercial and industrial customers in four Bay Area counties. Approximately 1,240 miles of distribution pipe delivers water to the residents within the City of San Francisco.

In 2019, SFPUC incorporated Fracta's LOF output as an additional assessment criterion and is now using Fracta as a supplemental tool for selecting which pipes to replace-particularly in the case of "borderline" pipes where SFPUC's existing risk score does not provide clear direction on a pipe's need for immediate replacement.

SFPUC planners are now able to prioritize the replacement of vulnerable pipes before they break. This has increased the reliability of the San Francisco distribution system, saving ratepayer resources from having to respond to avoidable main breaks, and ensures customers continue to receive reliable, high-quality water from their taps.

Contact: Teresa Woo, Engineer | 415-920-4068 | twoo@sfgwater.org

5. Any partnerships with or projects utilizing Esri and Cityworks

Fracta's software is designed to be very inter-operative, and it is compatible with all industry-standard file types, including ESRI files. This allows our customers to import, upload and transfer data and results files between systems easily.

While Fracta's software provides a self-contained fully-featured analysis toolkit and integration with Asset Management Systems is not necessary, Fracta is open to integrate with market-leading asset management systems, such as CityWorks. If Topeka selects the 3-year term, Fracta commits to performing the integration with CityWorks at no additional cost. If Topeka selects the 1-year term, Fracta can perform the integration at an additional cost of \$12,500.

Fracta also already enables other means of integration. For example, the city of Beaverton has set up a direct pipeline that exports Fracta's results and pulls them into CityWorks software, making it quicker to aggregate metrics and format final reports.

6. Roadmap for Future Improvements to the Technology Solution

The Fracta Roadmap is highly proprietary information. We are not able to publish it in RFP responses and other documents which could become public disclosures. Fracta is willing to share details of its roadmap with Topeka in non-public meetings.

In general, Fracta has a strong R&D and engineering staff, which will continue to improve the products. We are planning to improve the products in the following main directions:

1. LOF: continued improvements in Machine Learning to improve the accuracy of LOF predictions. These improvements are expected to happen every 6-12 months
2. COF: continuously adding more features and flexibility, in order to make COF calculations more accurate and flexible
3. RUL and Financial Metrics: We are currently developing a RUL (Remaining Useful Life) tool. This tool will provide another way to evaluate the condition of water mains with data, giving cities another way to optimize their CIP budgets. The RUL tool will also include financial metrics, so cities can use Fracta to perform financial optimization of their replacement and repair budgets.

7. Schedule for Implementation of the solution

4-8 weeks from receipt of a signed contract and Purchase Order, or acceptable equivalent, and receipt of required customer data by Fracta. Timing is dependent upon the utility answering Fracta's questions about data in a timely manner.

Since Fracta has already worked with Topeka, we have a solid understanding of Topeka's network and data, allowing Fracta to deliver the solution quicker, and with fewer iterations and issues than any other provider could.

8. Duration of the Software-as-a-Service Agreement

Duration: We provide Topeka an option of a 1-year or a 3-year agreement, with a discount for the multi-year agreement. A longer-term agreement is also possible if desired. Please see the cost proposal for details.

9. Three client references

1. City of Arlington, TX: Robert Stanley, Senior Engineer-Planning & Asset Management | (817) 459-6824 | Robert.Stanley@arlingtontx.gov
2. City of St. Petersburg, FL: John Palenchar, Director-Water Resources | (727) 892-5698 | John.Palenchar@stpete.org
3. East Bay Municipal Utility District: David Katzev, Senior Civil Engineer | (510) 910-1274 | david.katzev@ebmud.com
4. Easton Suburban Water Authority, PA: Tim Ryan, Technology Manager | (610) 258-7181 | tryan@eswater.net

10. Fracta's work with Topeka

Fracta is already working with Topeka, which allows Fracta to offer a higher-quality solution, and deliver it faster. Here we summarize the specific work with Topeka. We are happy to provide additional detail on each of these points:

- Fracta has already provided LoF results to Topeka, and Topeka has already utilized Fracta's LoF, CoF and TotalRisk tools
- Fracta has already delivered 2 studies proving accuracy (in 2021 and 2020)
- Fracta has created a joint Case Study with Topeka, demonstrating our joint work to the City as well as external stakeholders.
- Fracta is already familiar with Topeka's water network, has Topeka's pipe data and has wrangled and cleaned Topeka's data. We are aware of the special conditions and challenges Topeka engineering staff has to deal with.
- Fracta is aware that Topeka's water department is short-staffed. Fracta has helped and will continue to help Topeka's water department in matters such as data transfer, data cleaning, training, and other means to save Topeka staff's time.
- Topeka has already saved considerable money by utilizing Fracta's predictions to reduce unexpected breaks and emergency repairs.



CITY OF TOPEKA

Division of Contracts & Procurement
215 SE 7th Street, Room 60
Topeka, KS 66603

P: (785) 368-3749
F: (785) 368-4499

Water Distribution Pipeline Failure Determination Technology Solution Request for Proposal (RFP)

BACKGROUND

The City of Topeka Utilities Department provides potable water service to an area that extends approximately 60 square miles, with an estimated service area population, including the population served via the rural water districts, of 165,000. The City of Topeka's water system includes five (5) separate pressure zones, 5,177 fire hydrants, 16,090 main isolation valves, approximately 57,000 meters, 10 towers, 10 pump stations, and 890 miles of pipe, with 265 miles used for transmission and 625 miles used for distribution. The system's waterline materials include cast iron (CI), ductile iron (DI), and polyvinyl chloride (PVC) with a relatively small amount of prestressed concrete cylinder and transite. In the last ten (10) years the City of Topeka has experienced an average of 528 breaks per year, costing the City \$2.3 million per year for repairs including site restoration.

SCOPE OF WORK

The City of Topeka Utilities is seeking proposals for a tool that will 1.) Take asset information on the City's water pipelines; 2.) Combine it with any other available and applicable data sources; and 3.) Calculate the pipeline probability of failure for each individual segment of pipe within the City's water system.

City of Topeka Utilities will provide the following data to the awarded firm to support the tool:

1. Asset data from the City's Geographic Information System (GIS), including but not limited to the following:
 - o Pipe Size
 - o Pipe Material
 - o Date of Installation
 - o Pipe Location (X and Y Coordinates)
2. Data on historical water main failures from 2007 to the present, which is managed using the CityWorks cloud based software application

The selected firm will provide a technology solution that can calculate unique probabilities of failure for each individual segment of pipeline. It is assumed that the selected firm's solution will take into consideration all factors that go into failure analysis including but not limited to material, age, pipe life cycle degradation curves, soil conditions, etc. The selected firm will have a documented methodology for how the firm uses the collected data from multiple sources to calculate the unique probability of failure for each individual pipeline segment. Preferably, the selected firm's solution will include a mechanism for validating the accuracy of the probability of failure calculations. In

addition, the solution should have a mechanism for predicting the future probability of failure for each individual pipeline segment.

The selected firm's solution will enable users to visualize the data, which will be in an Esri geodatabase format, integrated into the City of Topeka Utilities' GIS. The selected firm's solution will also enable users to download the probabilities of failure for each pipeline segment in an Excel or CSV format, so staff can easily incorporate it into the City of Topeka Utilities' economic life models.

The City of Topeka Utilities is open to different models for procuring the technology solution, including but not limited to software as a service (SaaS) or the on-premise installation of the software. The technology solution must be compatible with other communications and computer systems used by the City of Topeka. The Utilities Department prefers a technology solution that it can use for an initial three (3) year term under a negotiated agreement with two (2) additional one (1) year renewal options by written agreement of both parties.

The City of Topeka Utilities will require periodic and annual reviews of the models based on new assets and break information after the initial model is complete.

PROPOSAL REQUIREMENTS

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

TECHNICAL PROPOSAL

1. Qualifications of the firm submitting the proposal
2. Qualifications for staff who will be assigned to delivery of the technology solution
3. Description of the technology solution and how it meets the City of Topeka Utilities' requirements; also a description of any additional functionality that the solution provides
4. Description of at least two (2) projects that are similar in scope (including contact information for clients)
5. Any partnerships with or projects utilizing Esri and CityWorks
6. Roadmap for future improvements to the technology solution
7. Schedule for implementation of the solution
8. Duration of the license or software-as-a-service(SaaS) agreement
9. At least three (3) municipal or state client references

COST PROPOSAL

Additionally, the firm should submit a separate cost proposal that covers these items.

1. Cost of the solution
2. Cost of annual maintenance, if any, for initial three (3) year term
3. Cost for renewal of the license or SaaS for two (2) additional one (1) year terms

SELECTION PROCESS

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

1. 30% Project approach
2. 20% Similar project experience
3. 20% Qualifications, availability, and accessibility of personnel assigned to the Project
4. 10% Familiarity with the City's water plant and distribution system
5. 10% Proposed design schedule
6. 10% Cost

SUBMISSION OF PROPOSAL

Proposals shall be submitted only through the Topeka e-Procurement System (i.e. supplier portal). Before a proposal can be submitted, the respondent must first register as a supplier. To register as a supplier and/or initiate the submittal process, go to <http://www.topeka.org/purchasing>.

The Topeka Metro News

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CITY OF TOPEKA - CONTRACTS AND PROCUREMENT
215 SE 7TH ST RM 60
TOPEKA KS 66603-3973

Proof of Publication

STATE OF KANSAS, SHAWNEE COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Topeka Metro News which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Shawnee County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

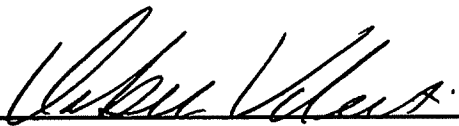
PROPOSALS - WATER DISTRIBUTION PIPELINE
FAILURE DETERMINATION TECHNOLOGY
SOLUTION
9/27/21



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

September 27, 2021



Notary Public

DEBRA VALENTI
Notary Public-State of Kansas
My Appt. Expires Aug. 21, 2023

First published in The Topeka Metro News, Monday, September 27, 2021.

REQUEST FOR PROPOSAL (RFP)

City of Topeka, Kansas
Water Distribution Pipeline Failure Determination Technology
Solution
RFP Event #2444

The City of Topeka is seeking a qualified consultant to provide technology solutions. This service will provide improvements for the Utilities Department. For specifications, please go to www.topeka.org, Doing Business, Bid Opportunities, and click on the Blue Button to browse Open Events.

Those wishing to submit proposals may do so online at www.topeka.org, Doing Business, Bid Opportunities - Click on Bidding Opportunities & Supplier Registration TOPEKA ePro button, and Login if you are already registered, or complete the registration process as a new user.

Proposals will be received by the Contracts and Procurement Office until 2:00 PM CST, or local time, on October 20, 2021. Proposals received after the specified time and date will not be considered.

The City reserves the right to accept or reject any or all proposals, waive any technicalities or informalities, and to determine which proposal is best.

Leigha Bolling, Director
Contracts and Procurement Division
9/27

L93125
Publication Fees: \$15.00



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Braxton Copley, Utilities Director DOCUMENT #:
SECOND PARTY/SUBJECT: QSR Real Estate, LLC PROJECT #: T-281162.01
(30th and Powell Streets)
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 018 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Real Estate Agreement between QSR Real Estate LLC and the City of Topeka in the amount of \$51,000 to purchase the property located at SE 30th Street and SE Powell Street, Topeka, Kansas.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would authorize the purchase of the tract located at 30th and Powell for construction of a future water tower to serve the SE Zone Water Tower.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to authorize the purchase of the tract located at 30th and Powell for construction of a future water tower to serve the SE Zone. The current owner is willing to sell this tract for the fair market value as set forth in the appraisal thereby saving the City from having to pursue condemnation now or in future. Further, this tract is ideally located towards the center of the SE Zone and close to the existing Tower at SE 29th and California.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the real estate purchase agreement.

BACKGROUND:

The current version of the Distribution Master Plan has identified a lack of water storage in the southeast

pressure zone and has made a recommendation to add additional storage.

BUDGETARY IMPACT:

The City would pay \$51,000 to purchase the property.

SOURCE OF FUNDING:

Utility Revenue Bonds

ATTACHMENTS:

Description

Purchase Agreement

Appraisal

City of Topeka Contract No. _____
REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into on the _____ day of _____, 2021 by and between QSR Real Estate LLC ("Seller") and the City of Topeka, a municipal corporation ("Buyer").

1. Sale of Property. Subject to the terms and conditions herein set forth, Seller hereby agrees to sell and convey to Buyer by good and sufficient general warranty deed, free and clear of encumbrances, and Buyer hereby agrees to purchase, that certain real estate legally described as:

MULLINIX SUB # 7 , BLOCK A , Lot 2 , SE 30TH BLK A LOT 2 MULLINIX SUB #7 SECTION 16 TOWNSHIP 12 RANGE 16

commonly known as Parcel #1351602002004000, SE 30th and Powell Streets, Topeka, Kansas, (the "Real Estate"). The Real Estate shall include all attached improvements permanently affixed to the premises, or any improvements thereon, with the following exceptions:

Seller may salvage any personal property, property attached to the improvements or any improvements, conditioned on Seller securing the structure to prevent entry into the house during salvage operations and until Buyer takes possession.

2. Purchase Price. The purchase price for the Real Estate shall be the sum of Fifty One Thousand and 00/100 dollars (\$51,000.00) ("Purchase Price").

3. Relocation costs. There are no relocation costs associated with this purchase.

4. Time of Purchase. The time for closing of the purchase of the Real Estate shall be within sixty (60) days of the date upon which all of the conditions precedent are satisfied or waived in writing by the party for whose benefit the condition is provided.

5. Title and Conveyance. Seller agrees to cooperate with Buyer in securing a title insurance commitment (the "Commitment") to insure the Real Estate in the amount of the Purchase Price, which Commitment shall show marketable title vested in Seller, subject to all rights of way, easements, and restrictions of record. The Commitment shall be delivered to Buyer at least ten (10) days prior to the closing of this transaction for examination by Buyer or Buyer's attorney. In Buyer's opinion, if Seller's title to the Real Estate is not marketable, Buyer shall notify Seller in writing, specifying its objections. Seller shall use its best efforts, within a reasonable time (not to exceed ten (10) days) after receipt of such objections from Buyer in which to correct such title objections and the closing date shall be extended for up to such period of time. In the



event the title objections are not corrected by Seller to the satisfaction of Buyer within the aforesaid period of time, Buyer may terminate this Agreement upon written notice to Seller or elect to close notwithstanding such title objections. As a part of the closing, Seller shall cause the title company to issue and deliver to Buyer a title insurance policy in the amount of the Purchase Price. The cost of the Commitment and title insurance policy shall be paid by Buyer.

6. Voluntary Negotiation. The Seller and the Buyer acknowledge the parties entered into good faith negotiation of fair and reasonable benefits, in addition to compensation for the Real Estate. The Seller acknowledges that the Buyer has indicated that Buyer would not initiate eminent domain proceedings to acquire the Real Estate.

7. City Council Approval. It is understood and agreed between the Buyer and Seller that this Agreement and its funding is contingent upon approval by the City Council. If the City Council does not approve the Agreement and funding, the Buyer shall not be obligated to complete the purchase.

8. Seller's Representations. The Seller hereto respectively covenants, represents, and warrants that Seller owns good and marketable title to the Real Estate; which covenants, representations, and warranties shall be true and accurate as of the date of closing and shall survive the closing and the transfer of the deed of conveyance.

9. Taxes and Assessments. All taxes and assessments on the Real Estate due and payable in prior years and a prorata share of present taxes, based upon taxes and assessments for 2021, shall be paid by Seller to date of closing.

10. Closing and Possession. Except as provided in Section 4, the closing for this transaction shall occur on or before January 1, 2022 unless the parties agree to extend the date. The closing shall occur at the offices of Kansas Secured Title, and the closing costs shall be paid by Buyer. Possession shall be delivered to Buyer after Seller completes salvage operations on the Real Estate, but no later than date of closing. Any personal property left on the Real Estate after the Buyer takes possession shall be considered abandoned.

11. Default. If Buyer fails to close the purchase of the Real Estate, Seller may, at its sole option, either terminate this Agreement or exercise any rights and remedies available to it at law or in equity, including but not limited to, specific performance. If Seller fails to close the purchase of the Real Estate, Buyer may, at its sole option, either terminate this Agreement and/or exercise any rights and remedies available to it, at law or in equity, including but not limited to specific performance.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.



13. Construction of Agreement. This Agreement is intended to be interpreted and construed under and by virtue of the laws of the State of Kansas.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

"Seller"

QSR REAL ESTATE LLC

BY: Edwin R. Luigant Jr.

MANAGING MEMBER 10-6-21

"Buyer"

CITY OF TOPEKA, a municipal corporation

By: _____

Brent Trout, City Manager

ATTEST:

_____, City Clerk

Ed Jr.



RESTRICTED APPRAISAL
126,939 SQ. FT. LAND ONLY
SE 30TH AND POWELL STREET
TOPEKA, KS
OWNED BY QSR REAL ESTATE

As of August 20, 2021

SPRECKER APPRAISAL
LYNDON, KS

VALUE ESTIMATES

Land Acquired	\$51,000.00
Temporary Easements	\$ 0.00
Cost to Cure Items	\$ 0.00
Damage to the Remainder	\$ 0.00
Estimated Value of Acquisition	\$51,000.00

August 30, 2021

Mr. Thomas Allen
City of Topeka
Right of Way Real Estate Officer
620 SE Madison
Topeka, Kansas 66607

Dear Mr. Allen,

At your request I have completed a market value appraisal of the following property. The purpose is to estimate the fair market value of the fee simple interest subject to the enclosed assumptions and limiting conditions.

Vacant Land
SE 30th and Powell Streets, Topeka, KS
Tax ID R40566

In my opinion the market value of the fee simple interest of the subject property as of August 20, 2021 is:

FIFTY ONE THOUSAND DOLLARS
\$51,000

I developed the value and reported the conclusions in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

Use of this report is limited to the client and intended users named here-in. As this is a restricted report it may not contain supporting rationale for all of the opinions and conclusions set forth. Supporting rationale, if not contained here-in, is retained in the appraiser work file.

Thank you for this opportunity to be of service,

Respectfully submitted,



Devin Sprecker
State Certified General Appraiser #933

AERIAL PHOTO



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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report
- No one provided significant appraisal assistance to the person signing this certification.

A handwritten signature in blue ink, appearing to read "Jim JH", is written over a horizontal line.



View of subject looking north from SE 30th Street



Subject in background looking west across adjoining property to east.

Sprecker Appraisal



Street scene looking north on SE Powell Street towards subject in background.



Street scene looking east on SE 30th Street, subject one block east,
California Crossing Shopping Center on left.

Sprecker Appraisal

EXECUTIVE SUMMARY

Property/Location	North side of SE 30 th at Powell Street, Topeka, KS
Effective Date of Value	August 20, 2021
Date of Report	August 30, 2021
Property Rights Appraised	Fee simple
Owner of Record	QSR Real Estate
Land Area	126,939 square feet
Zoning	O&I-2, Office Institutional
Year Built	N/A
Gross Building Area	N/A
Highest and Best Use	Institutional
Use of Real Estate as of August 20, 2021	Vacant Land
Use of Real Estate Based on My Analysis	Vacant Land

Sprecker Appraisal

Client	City of Topeka, Right of Way Department
Intended Use	To assist the city in determining the value of the land to be acquired.
Intended Users	City of Topeka, Right of Way Department. No one other than the specified intended user is authorized to rely on this report without the written consent of the appraiser.
Description	Lot 2, Block A, Mullinix Subdivision #7 to the City of Topeka, Shawnee County, Kansas
Ownership	QSR Real Estate LLC
Sales History	There have been no transfers of the property in the last three years and we are not aware of any offers on or listings of the subject property. Henry McClure of McClure Real Estate is representing the property owner. Mr. McClure indicated he made an offer to sell the property to the city. He based his offer on the county appraised value of \$57,760 plus \$7,000 or a total of \$64,760.
Type of Value Estimated	Market
Definition of Value	

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

Buyer and seller are typically motivated;

Both parties are well informed or well advised or acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in US dollars or in terms of financial arrangement comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."

(Source: The Dictionary of Real Estate Sixth Edition)

Extraordinary Assumptions	None
Hypothetical Conditions	None

Sprecker Appraisal

SCOPE OF WORK

Scope of work is defined by the Uniform Standards of Professional Practice, as "the type and extent of research and analysis in an appraisal or appraisal review assignment." The scope of work for this specific assignment is outlined below.

Property Identification

Obtained Shawnee County public appraisal and records.

Property Inspection

The property was inspected August 20, 2021.

Used County appraisers' measurements for site area.

Viewed the immediate area surrounding the subject for type and condition of improvements, access and location influences.

Type and Extent of Data Research

Obtained zoning and zoning ordinances from the governing entity.

Reviewed flood plain maps.

Did research land sales through public and private sources.

Did not develop construction costs from Marshall Valuation or from cost comparables or other sources.

Type and Extent of Analysis

Analyzed and estimated the Highest and Best Use

Did not develop the Cost Approach to value.

Did not develop the Income Approach to value.

Did develop the Sales Comparison Approach to value.

Definitions

Definitions are included in the addenda to this report.

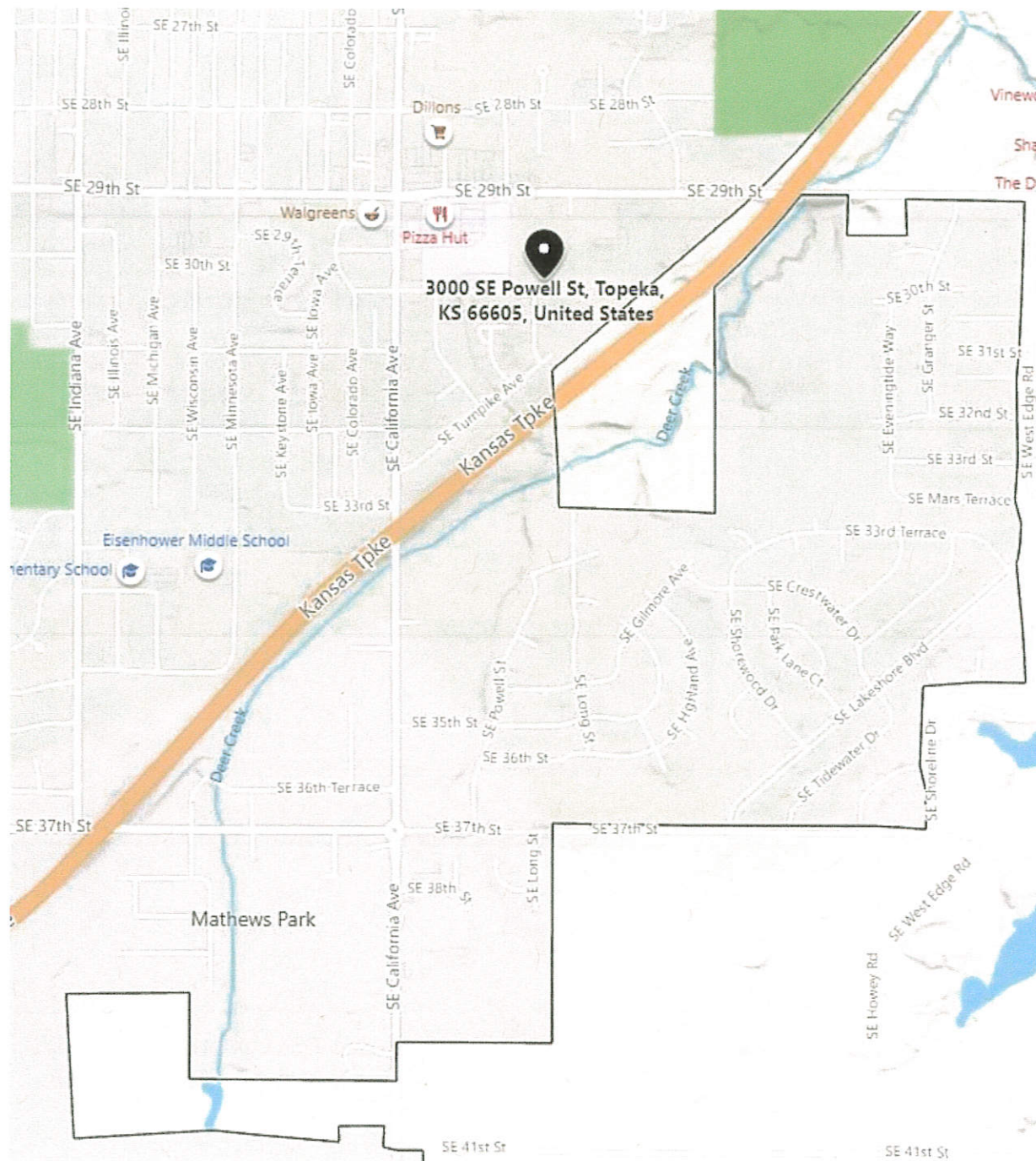
Sprecker Appraisal

SITE DESCRIPTION

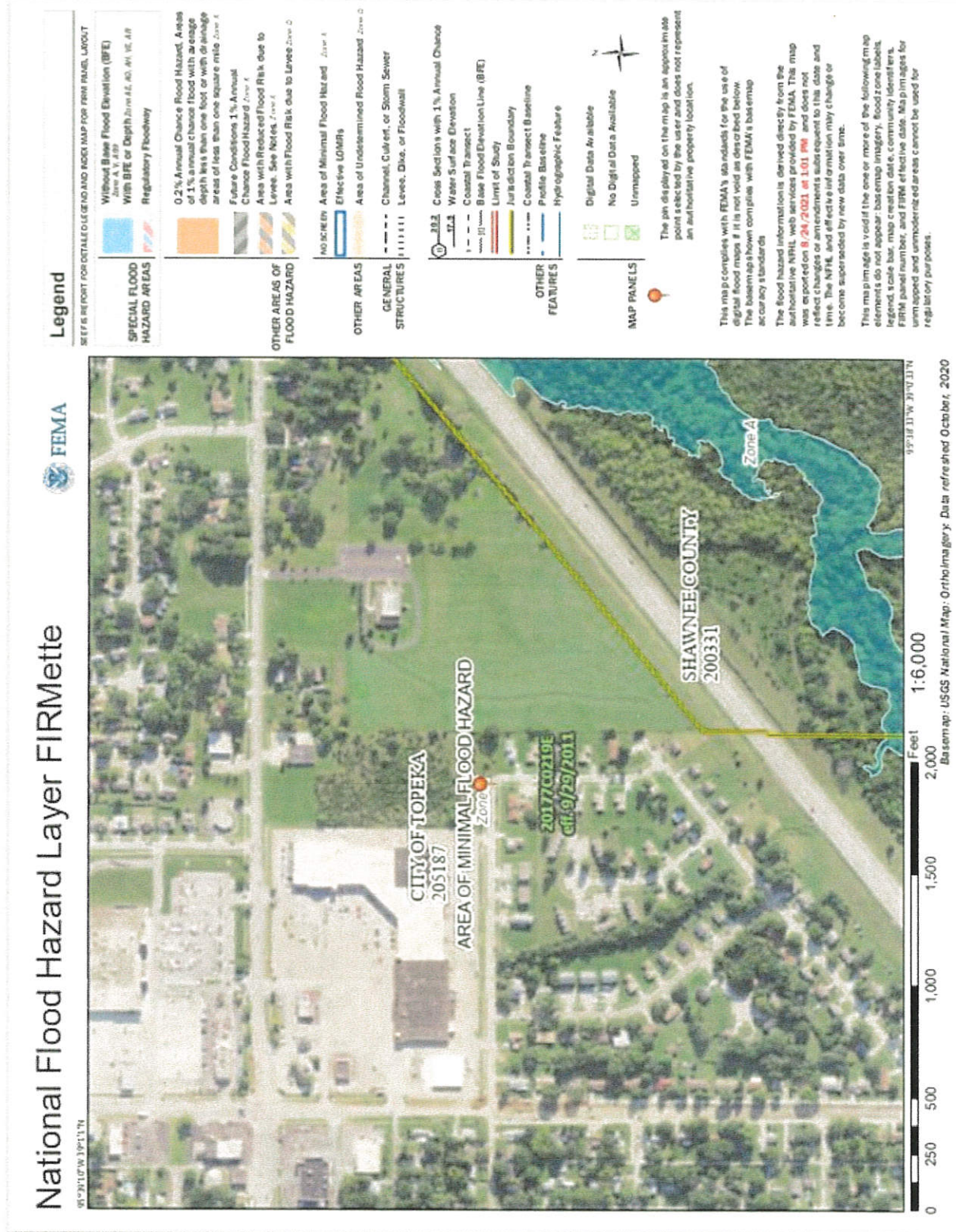
Location, Frontage, Access	Subject property fronts the north side of SE 30 th Street for approximately 150' before 30 th turns southbound and becomes SE Powell Street. SE 30 th is a dedicated street along the balance of the subject frontage, however it like SE Turnpike Avenue along the east side of the site is undeveloped.
Topography and Drainage	Topography of the site is moderately sloping down from west to east. Heavy tree and brush covers the entirety of the property.
Shape, Dimensions and Area	Site measures 321.73' east/west and 395' north south. It is rectangle in shape and contains 126,939 square feet.
Street Improvements	At this location SE 30 th Street is a two lane all weather street with concrete curb and gutter as is SE Powell Street that dead ends into the subject northbound. Both streets have concrete sidewalks and street lights.
Flood Plain	Subject is located outside specially designated flood hazard areas as indicated on community panel 20177C0219E of the flood insurance rate map dated September 29, 2011
Easements/Encroachments	No unusual easement or encroachments were noted however a title report has not been provided.
Utilities	All utility service are available to the property including water, sewer, gas, electricity and storm sewer.
Zoning	O&I-2, Office Institutional, This district is established to provide for a limited range of nonresidential and noncommercial uses such as general purpose office, professional, or administrative operations. The district shall not permit those uses and activities pertaining to retail product display, installation, service, repair or maintenance unless specifically provided for within the chapter. Among others, an objective of this district is to provide for a transitional buffer between the districts of lesser and greater intensity; and to restrict the intensity of use to a low to moderate range and to encourage a compatible design with the adjacent use and development.
Environmental	None noted.
Summary	Subject is a vacant parcel in southeast Topeka. It is located on the back side of California Crossing Shopping Center. This is an older strip shopping center with significant vacancy. South of the subject are a number of townhomes, duplexes and single family residences. To the east of the subject along 29 th Street is an optometrist office, church and single family residences with vacant land off of 29 th . The Kansas Turnpike passes diagonally from northeast to southwest one-quarter mile east and south of the subject forming a neighborhood boundary to areas further to the south and east.

Sprecker Appraisal

LOCATION MAP

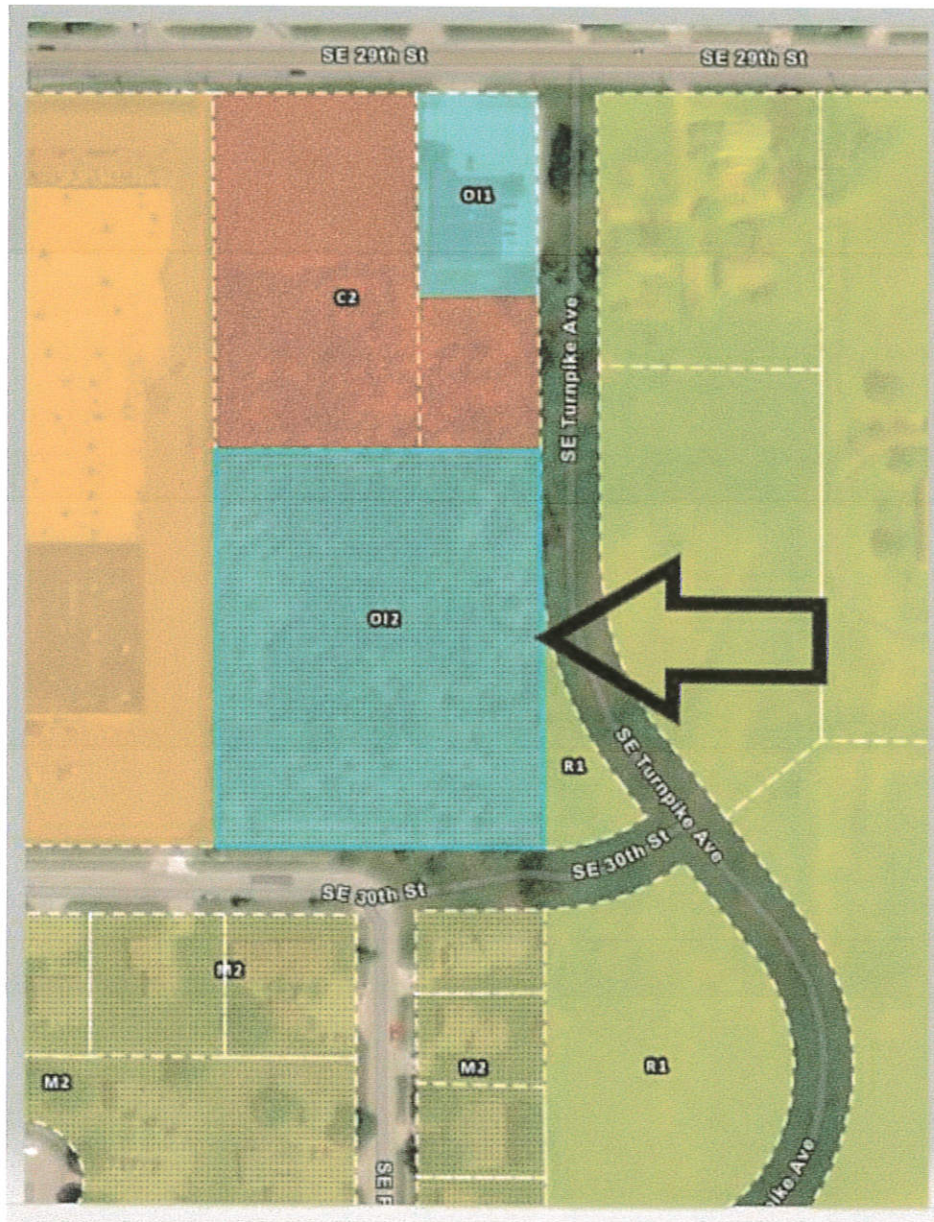


FLOOD PLAIN MAP



Sprecker Appraisal

ZONING MAP



Sprecker Appraisal

PROPERTY TAXES

County		Parcel ID	
2019 Appraised Value	\$57,760	2019 Taxes	\$1,103.82
2020 Appraised Value	\$57,760	2020 Taxes	\$1,097.36

In addition to the general taxes listed above the property is also subject to nuisance and city weed cutting specials of \$346.30 and \$171.65 respectively. As of August 30, 2021 a portion of the 2018 taxes, and all of the 2019 and 2020 property taxes are unpaid. Total owing, including general taxes for the three years, special assessments, penalties and interest is \$3,866.21.

Based on the value conclusion of this report the appraised value by the Shawnee County Appraiser slightly exceeds the current market value and an appeal is warranted.

HIGHEST AND BEST USE

The Highest and Best Use of the property is the reasonably probable and legal use of vacant land or an improved property that results in the highest value. Highest and best use as both vacant and improved must meet four criteria. It must be:

- Physically possible
- Legally permissible
- Financially feasible
- Maximally productive

In the analysis of highest and best use of the land as though vacant, it is assumed that the land is vacant, or can be made vacant by removal of existing improvements. The highest and best use of the land as though vacant addresses the questions of what use should be made of the land; and when and what type of improvement, if any, should be built on the site. The analysis of highest and best use of the land, as improved, considers the alternative uses of an improved property.

Improved properties may have a highest and best use that is different than the existing use. The existing use will typically continue however, until the land value exceeds the total value of the property plus demolition costs.

Highest and Best Use (Site as if Currently Vacant) – The subject property is in a low visibility location off of the 29th and California frontages. It is zoned as a buffer between the commercial development at the intersection of 29th and California and the single and multi-family uses to the interior. At this time I think it is highly unlikely that private office development of the site will occur. As the site serves as a buffer it is unlikely a higher density zoning allowing service commercial or limited retail could be obtained. There is the potential for multi-family development on the site which is also a buffer use, however this type of development would most likely require public subsidy. The current uses allowed by zoning are similar in nature including cultural, community center, office, daycare, religious and public utility. At this time there is no highest and best use that presents itself that would yield a higher value than these institutional type uses that are considered to represent the highest and best use as vacant or as improved.

Highest and Best Use as Improved – Same as highest and best use as vacant.

Sprecker Appraisal

VALUATION METHODS

There are three traditional approaches available to develop indications of improved real property value: the Cost, Sales Comparison and Income Capitalization approaches.

Cost Approach

The Cost Approach is based on the principle of substitution that states a prudent investor would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay. This approach is particularly applicable when the improvements are relatively new or proposed, or when the improvements are so specialized that there is little or no sales data for like properties. Availability of current and similar highest and best use land sales and sources for accurately estimating depreciation from all sources enhances this approach.

Sales Comparison Approach

The Sales Comparison Approach is also based on the principle of substitution where no prudent buyer would pay more for a property than the price at which a property of like utility could be purchased. It involves the direct comparison of sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be used for all improved property types, when adequate sales data is available, and is the primary approach to value for vacant land. It has application to both owner occupied and investor owned properties.

Income Approach

The Income Capitalization Approach is based on the principle of anticipation, or the assumption that value is created by the expectation of benefits to be derived in the future, such as expected future income flows including reversion. This approach is widely used and relied upon in appraising income producing properties, especially those for which there is an active investor market.

For property acquired for street improvement projects, typically a small portion of the site is acquired with no damage to the remainder of the property. In these instances the appraisal consists of estimating the value of the land to be acquired, compensating the owner for the use of the land located in the temporary construction easement and compensating for replacement of items located in the proposed right-of-way or temporary construction easement.

In this instance the city is interested in acquiring the entire parcel of land thus the appraisal is for the property in its entirety.

The Sales Comparison Approach is the primary approach to value used to estimate the value of the land acquired through comparison with recent land sales of similar location and use.

I have selected the price per square foot as the unit of comparison as this is the most commonly used method of comparison used in the marketplace for this type of property. The land sales considered are described on the following pages. There are a limited number of recent land sales in the immediate vicinity of the subject or in southeast Topeka. I have considered land sales in southeast Topeka in addition to other areas of the city in estimating the value of the subject site. Not all are similarly zoned. In this instance, as is most often the case, location is the primary variable.

An estimate of value for the subject acquisition is made as follows:

Comparable Land Sale #1



Property Identification

Type of Property	Commercial Land	Zoning	PUD
Location	NW Broad & Topeka Blvd.		
Address		City, State	Topeka, KS
Tax ID. #	R19412		
Description	Part of Lots 1 & 2, Block A Garrett Subdivision to the City of Topeka, Shawnee County, KS		

Transaction Information

Sale Date	May 27, 2021	Financing	Conventional
Sale Status	Closed	Conditions of Sale	Normal
Grantor	Vincent & Lana Meier, LLC	Book/Page	2021R12290
Grantee	North Valley Topeka, LLC	Price	\$50,000
Rights Transferred	Fee simple		

Property Description

Site Area	273,488 Sq. Ft.
Access	NW Broad Street on the North
Visibility	Poor
Corner/Interior	Interior, very irregular shaped
Utility Services	All available

Indications

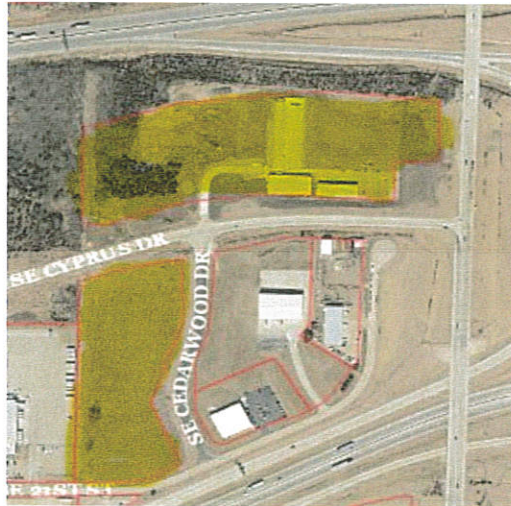
\$/Square Foot	\$.18
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Sale Confirmation

Confirmed with	Mark Rezac	Date	August 15, 2021
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Remarks

Sale of a site in North Topeka behind North Valley Shopping Center. Sale was to the owner of the shopping center. Property was acquired for a mini-storage facility with the office to be housed in the adjacent strip center. According to the selling realtor this was an arms-length transaction.

Comparable Land Sale #2**Property Identification**

Type of Property	Commercial land	Zoning	PUD Light Industrial
Location	SE 21 st and I-70		
Address	3528 SE Cyprus Drive	City, State	Topeka, KS
Tax ID. #	R30343		
Description	Lot 1 Block A, Croco Park Sub. City of Topeka, Shawnee County, KS		

Transaction Information

Sale Date	January 1, 2018	Financing	Cash
Sale Status	Closed	Conditions of Sale	Normal
Grantor	Midway Ford Truck Center Inc.	Book/Page	2018R00392
Grantee	Clinton Self Storage, LLC	Price	\$312,000
Rights Transferred	Fee Simple		

Property Description

Site Area	17.57 acres/765,349 sq. ft.
Access	Croco Road and SE 21 st Street
Visibility	Good, has partial I-70/turnpike visibility
Corner/Interior	Two tracts, one corner and one interior
Utility Services	All available

Indications

\$/Square Foot	\$.41
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Sale Confirmation

Confirmed with	County Records	Date	8/15/2021
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Remarks

Industrial site in East Topeka on the west side of Croco Road north of 21st Street. Site is comprised of two parcels split by Cyprus Drive. The south parcel is located on the north side of I-70/Kansas Turnpike with on and off ramps just southwest. North parcel developed to a mini-storage complex with the south tract undeveloped to date. Located 10 blocks northeast of the subject property.

Comparable Land Sale #3



Property Identification

Type of Property	Vacant land	Zoning	R-1, Single Family
Location	SE 23 rd and Highland Avenue		
Address	2450 SE 23 rd Street	City, State	Topeka, KS
Tax ID. #	R31150		
Description	Lots in Block A, Golden Heights Subdivision		

Transaction Information

Sale Date	May 19, 2020	Financing	Cash
Sale Status	Closed	Conditions of Sale	Normal
Grantor	Robert Fitzgerald	Book/Page	2020R08514
Grantee	THA Inc.	Price	\$35,000
Rights Transferred	Fee Simple		

Property Description

Site Area	8 acres/348,480 sq. ft.
Access	SE 23 rd and Highland Avenue
Visibility	Poor
Corner/Interior	Corner
Utility Services	All available

Indications

\$/Square Foot	\$.10
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Sale Confirmation

Confirmed with	Robert Fitzgerald	Date	August 25, 2021
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Remarks

Vacant site in East Topeka one block east of Highland Park High School and adjacent to Highland Park Townhomes. Property was marketed through a realtor and was acquired by Topeka Housing Authority. Mr. Fitzgerald indicated he sold the city 8 acres with the balance of the 9.11 acres site coming from another individual. Located seven blocks north of the subject property.

Comparable Land Sale #4



Property Identification

Type of Property	Vacant land	Zoning	R-1, Single Family
Location	North side of SE 29 th Street two blocks east of California Avenue		
Address		City, State	Topeka, KS
Tax ID. #	R31242		
Description	Lots 11 & 12, Schellcrest Acres, City of Topeka, Shawnee County, KS		

Transaction Information

Sale Date	June 5, 2020	Financing	Cash
Sale Status	Closed	Conditions of Sale	Normal
Grantor	Linda Floyd	Book/Page	2020R09363
Grantee	Kenneth Spann	Price	\$8,500
Rights Transferred	Fee simple		

Property Description

Site Area	46,609 sq. ft.
Access	29 th Street
Visibility	Good
Corner/Interior	Interior
Utility Services	All available

Indications

\$/Square Foot	\$.18
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Sale Confirmation

Confirmed with	County records	Date	August 27, 2019
Remarks			

Vacant lot in East Topeka two blocks east of California Avenue. This is a single family zoned site with single family residences on the east, west and north. A zoning change would be unlikely. Located one block north of the subject property.

Comparable Land Sale #5**Property Identification**

Type of Property	Vacant land	Zoning	M1- Two Family Dwelling
Location	SW corner SE 28 th & Adams		
Address	City, State Topeka, KS		
Tax ID. #	R34627		
Description	Lots 319, 320, W ½ vac. alley, & lots 364, 365, 366, 367, 368 plus E ½ vac. alley adjacent to said lots, Cunningham Heights Subdivision to the City of Topeka, Shawnee County, KS		

Transaction Information

Sale Date	December 12, 2021	Financing	Cash
Sale Status	Closed	Conditions of Sale	Normal
Grantor	Patricia G., Gurss Trust	Book/Page	2021R02936
Grantee	Hypoxia Leasing LLC	Price	\$7,000
Rights Transferred	Fee simple		

Property Description

Site Area	32,670 sq. ft.
Access	Adams Street on the east
Visibility	Good
Corner/Interior	Corner
Utility Services	All available

Indications

\$/Square Foot	\$.21
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Sale Confirmation

Confirmed with	County Records	Date	August 25, 2021
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Remarks

Parcel located on the southwest corner of SE 28th and Adams. Irregular shaped site as can be seen on the aerial photo. Adjoined by single family residential on the west, north and east with commercial uses to the south along 29th Street. A change to a higher density zoning is not likely.

Comparable Land Sale #6**Property Identification**

Type of Property	Vacant land	Zoning	R-1, Single Family
Location	SE 33 rd and Crestwater Dr.		
Address		City, State	Topeka, KS
Tax ID. #	R40753		
Description	Lot 1, Block C, Rolling Heights Subdivision to the City of Topeka, Shawnee County, KS		

Transaction Information

Sale Date	June 11, 2020	Financing	Cash
Sale Status	Closed	Conditions of Sale	Normal
Grantor	Sarah Guesby	Book/Page	2020R09786
Grantee	First Wave Property Management	Price	\$9,500
Rights Transferred	Fee simple		

Property Description

Site Area	128,066 sq. ft.
Access	Crestwater Drive, a residential street
Visibility	Poor
Corner/Interior	Interior
Utility Services	None, would have to be extended approximately 200'

Indications

\$/Square Foot	\$.07
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Sale Confirmation

Confirmed with	County Records	Date	August 25, 2021
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Remarks

Vacant tract at the northwest corner of Rolling Heights Subdivision just south and east of the Kansas Turnpike. Partially treed site adjacent to newer single family residences on small lots. Utilities would have to be extended to this parcel prior to development. Fronts the north side of SE 33rd Street.

ADJUSTMENT GRID

Sale	Location	Price sq. ft.	Site Size Sq. Ft.	Zoning	Size	Zoning	Location	Adj. Price Sq.Ft.
1	NW Broad & Topeka Blvd.	18¢	273,488	PUD-11	+12%	-	-	20¢
2	SE 21 st and Cyprus Dr.	41¢	765,349	PUD-11	+50%	-	-25%	51¢
3	SE 23 rd & Highland	10¢	348,480	R-1	+17%	+100%	-	22¢
4	SE 29 th East of California	18¢	46,609	R-1	-17%	+100%	-	39¢
5	SE 28 th & Adams	21¢	32,670	M-1	-28%	+100%	-	36¢
6	SE 33 rd and Crestwater Dr.	7¢	128,066	R-1	-	+100%	+100 Utilities	21¢
Mean		19¢	265,777					32¢
Subject	SE 30 th & Powell		126,939	O&I-2				

After adjustment the sales indicate a value range of 20¢ to 51¢ per square foot with a mean of 32¢. All sales were arms-length transactions exposed to the market with no market conditions (date of sale) adjustment warranted over the period considered with five of the six sales occurring within the past 16 months. All were the transfer of the fee simple interest.

Sale 1 is a tract of land behind North Valley Shopping Center in North Topeka. It was included as it is similar to the location of the subject behind California Crossing Shopping Center. It was zoned PUD at sale and rezoned to I-1 immediately after sale. It required a size adjustment. Based on an appraisal made shortly after sale this property sold to the lower end of the market.

Sale 2 is a site near 21st and Croco Road. This site has visibility from Interstate 70 and is located in an area of newer office/warehouse structures. It is significantly larger and the location is superior. The north half has been developed to a mini-storage facility.

Sales 3, 4 and 6 are single family zoned sites in southeast Topeka. Sale 3 is a larger site acquired by the Topeka Housing Authority. It is located adjacent to multifamily development like the subject and is a good comparable. Sale 4 is located one block north of the subject on the north side of 29th Street. Sale 6 is located three blocks south of the subject across the Kansas Turnpike. It is an undeveloped site with no utilities which will have to be extended a short distance to the site. SE 28th is a site zoned Two Family Dwelling at 28th and Adams. All of these residential zoned sites are adjusted up for the office zoning for the subject allowing higher density uses.

Sale 4 is most similar in location to the subject. It adjusts to a value indication of 39¢ per square foot a value supported by sale 5 a current indication. I have weighted the adjusted indication from sale 4 heaviest, rounded to 40¢ per square foot in my final opinion of value, or:

126,939 square feet x 40¢ per square foot = \$50,776
Or say \$51,000

RECONCILIATION

VALUATION SUMMARY

Sales Comparison Approach	\$51,000
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FINAL ESTIMATE OF VALUE

Value of subject has been estimated at \$51,000 by the Sales Comparison Approach, the only applicable approach for vacant land.

Sprecker Appraisal

MARKETING TIME AND EXPOSURE PERIOD

EXPOSURE TIME

The Uniform Standards of Professional Appraisal Practice require the estimate of reasonable exposure time. Exposure Time is defined as:

The "estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

The key factor in exposure time is that it presumes marketing of the property had occurred preceding the effective valuation date.

MARKETING AND EXPOSURE ANALYSIS

There have been a number of sales in the subject neighborhood over the last two years the majority of which were single family zoned sites. The interior location of the subject behind a shopping center does not enhance the marketability. It is also unlikely an office would be developed on site unless it would be a public service type entity. The zoning is limiting as O&I-2 does not allow great flexibility in use. A change in zoning could possibly be obtained, however the current zoning serves as a buffer between areas of greater and lesser intensity of uses thus a higher density zoning may be difficult to obtain.

Based on these factors it is my opinion a longer marketing period would be required of approximately one to two years if aggressively market at the appraised value.

General Assumptions and Limiting Conditions

1. The legal description provided and/or utilized is assumed to be correct.
2. Title to the property is assumed to be good and marketable and the property is appraised clear of outstanding taxes, liens, mortgages and other encumbrances unless otherwise noted.
3. Information obtained from others in the development of this report is assumed to be reliable. No guarantee is made for the accuracy of this information.
4. Illustrative material such as maps and sketches are included to assist the reader and should not be construed as surveys, plans or engineering reports.
5. Unless otherwise noted there are no hidden defects or environmental concerns in the structure, or site improvements or contamination or defects in the soil composition that limits its utility.
6. Unless otherwise noted there are no unusual easements or encroachments impacting the property.
7. Unless otherwise noted no tests were made of the mechanical systems, roof, plumbing or structural components. The appraiser is not an expert qualified to inspect and determine the condition or remaining economic life of these components.
8. This report shall not be released to the public without the written consent of the appraiser. This appraisal has been developed for the intended users and use designated here-in.
9. Responsible ownership and competent property management are assumed to be in place.
10. It is assumed the use of the property is in compliance with zoning and land use regulations and restrictions.
11. Improvements constructed prior to 1978 may contain lead-based paint. I am not qualified to detect the presence of asbestos, lead or other hazardous material that may be present on or in the property.

Sprecker Appraisal

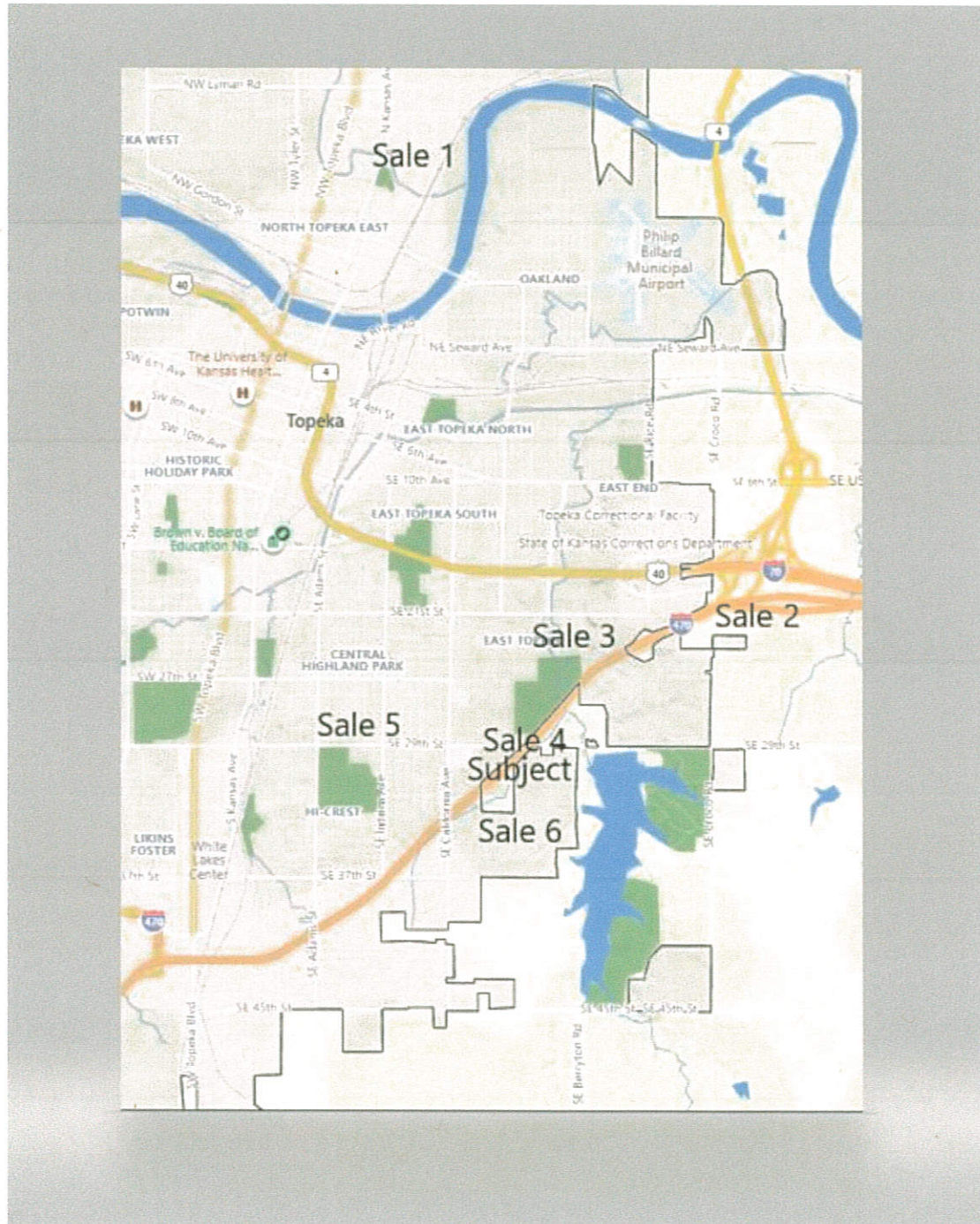
ADDENDUM

Comparable Land Sale Map

Glossary of Terms

Qualifications Devin Sprecker

Comparable Land Sales



Glossary

The following definitions are taken from the Dictionary of Real Estate Appraisal, 6th Edition and the Uniform Standards of Professional Appraisal Practice.

Depreciation – A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques.

Easement – The right to use another's land for a stated purpose.

Effective Date – The date on which the appraisal or review opinion applies.

Excess Land – Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.

Exposure Time – The time a property remains on the market. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Extraordinary Assumption – An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Fee Simple Estate – Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Hypothetical Condition – A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment, but is used for the purpose of analysis.

Leased Fee Interest – The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest – The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Lessee (tenant) – One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.

Lessor (landlord) – One who conveys the rights of occupancy and use to others under a lease agreement.

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

Buyer and seller are typically motivated;

Both parties are well informed or well advised, and acting in what they consider their own best interests;

Sprecker Appraisal

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Marketing Time – An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Replacement Cost – The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.

Reproduction Cost - The estimate cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, super adequacies, and obsolescence of the subject building.

Surplus Land – Land this is not currently needed to support the existing use but cannot be separate from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

QUALIFICATIONS

DEVIN D. SPRECKER

Phone (785)-219-1465

E-mail Dspreck@hotmail.com

EDUCATION

- Bachelor of Science-Business Administration-Emporia State University 1984

EMPLOYMENT HISTORY

October 2015 to April 2020

Member Kansas Board of Tax Appeals – Appointed by the governor as one of a 3-person board to conduct hearings between taxing authorities (Ks Depart. of Revenue & Counties) and taxpayers to determine appropriate valuations, tax exemptions, property classifications and tax grievances. Included multiple hearings on the four state owned casinos, big box stores throughout the state, and a wide range of other commercial, industrial and residential property types.

2010 – Present

Board of Directors, Lyndon State Bank – Oversee bank operations, establish and review loan and employment policies. Review and approve or deny loans outside of policy or above set amounts. Advise on management of OREO, watch list properties and loan loss reserve calculations. Monitor banks adherence to BSA, SARS and other regulatory requirements. Quarterly review of the ALM Advisor to determine bank efficiency, liquidity, profitability and positive and negative exposure to rate changes.

June 1995 to October 2015

Contract Commercial Appraiser to Pottawatomie County, KS developing land, depreciation and income models and valuing commercial properties annually from St. Marys to Manhattan along the Highway 24 Corridor.

November 1988 to September 2015 April 2020 - present

Sprecker Appraisal - Fee appraisals, appraisal review and consultations prepared for lending institutions, attorneys and public entities on various types of commercial, office, special use, subdivision, industrial and agricultural properties. Qualified as an expert witness in Federal District Court and County Courts in Kansas as well as before the Kansas Board of Tax Appeals.

February 1987 to 1995

Midwest Appraisal Company – Actively engaged in the appraisal of real estate for taxation in Kansas and Nebraska. Work completed in Osage, Wabaunsee, Jefferson and Jackson Counties in Kansas during the 1989 reappraisal and Cherokee and Wilson Counties in Kansas immediately following reappraisal.

- 1986 to Present

Sprecker Farms – Owner -operator of a cow-calf and stocker, small grain and row crop business. Currently operating on 1150 acres of owned and leased land in Osage County, KS.

SPECIAL TRAINING

U.S. Department of Transportation

Appraisal and Appraisal Review for Federal-Aid Highway Programs

American Bankers Association

Land, Condos & Subdivision – Solutions to Hard to Value Assets

Sprecker Appraisal

Appraisal Institute- (partial summary of courses)

National Uniform Standards of Professional Appraisal Practice Update 1991, 1995, 2000, 2002, 2004, 2007, 2009, 2014, 2016 & 2019

Advanced Applications Feasibility Market Value, Investment Timing - Option Value

Appraising Convenience Stores

General Demonstration Appraisal Report Writing

Business Practice and Ethics

Analyzing Distressed Real Estate

Subdivision Analysis

Capitalization Theory

Report Writing and Valuation Analysis

Highest and Best Use and Market Analysis

Advanced Sales Comparison and Cost Approaches

General Applications

Advanced Income Capitalization

Basic Income Capitalization

Real Estate Appraisal Principles

International Association of Assessing Officers

Commercial Industrial Cost and Income Model in Kansas CAMA System

Data Collection Fundamentals

Neighborhood Analysis and Land Valuation

Continuing Education 2017 and 2019 License Renewal

Kansas Property Tax Law

The Basics of Expert Witness for Commercial Appraisers

1. Basic Hotel Appraising – Limited Service Hotels
2. Advanced Hotel Appraising – Full-Service Hotels
3. Appraisal of Owner-Occupied Commercial Properties

PROMINENT PROPERTIES APPRAISED

Security Benefit Office Complex, Topeka, KS (2010)

Heartland Park Race Track, Topeka, KS (2003)

Former Menninger Campus, Topeka, KS (2000, 2004, 2010, 2013)

MEMBERSHIP AND SERVICE

2007 – Present Kansas Livestock Association

2006 – 2008 Board of Trustees, First Presbyterian Church, Osage City, Kansas

2005 – 2010 USD 421 Board of Education, Lyndon, Kansas (Vice President 2008-2010)

PROFESSIONAL ASSOCIATIONS

- State of Kansas – Certified General Real Property Appraiser Certificate No. G-933



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Craig Duke, Fire Chief DOCUMENT #:
SECOND PARTY/SUBJECT: American Medical Response (AMR) PROJECT #:
Franchise
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 160 Franchises
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout, providing for a nonexclusive franchise to American Medical Response to operate an ambulance service within the City of Topeka until December 31, 2022, and replacing the franchise ordinance codified at City Code Appendix B, Article 11 that will expire December 31, 2021.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would grant AMR a nonexclusive franchise agreement for one year.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Approval would grant AMR a franchise agreement for one year so that AMR can provide ambulance services to city residents.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Shawnee County contracts with AMR to provide ambulance services. The current AMR franchise agreement expires December 31, 2021.

BUDGETARY IMPACT:

The annual revenue for ambulance fees remains at \$275 per ambulance and there is a \$1,500 franchise

application fee for 2022. Currently, AMR has 16 active ambulance vehicle licenses.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. 20275

AN ORDINANCE introduced by City Manager Brent Trout, providing for a nonexclusive franchise to American Medical Response to operate an ambulance service within the City of Topeka until December 31, 2022, and replacing the franchise ordinance codified at City Code Appendix B, Article XI that will expire December 31, 2021.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS: 12

Section 1. Authority.

This Franchise Ordinance is passed and approved by the Governing Body of the City of Topeka, Kansas, and enacted pursuant to K.S.A. 12-2001 and the authority found and provided for in Chapter 5.25 TMC.

Section 2. Satisfactory qualifications.

The Governing Body of the City of Topeka, Kansas, has considered the legal, character, financial, and other qualifications of the applicant and has found Medevac MidAmerica, Inc., doing business as American Medical Response, hereinafter "AMR," to be qualified in all respects to own, maintain and operate an ambulance service in the City of Topeka, Kansas hereinafter "City." The Governing Body of the City of Topeka finds that public convenience will be promoted and public necessity requires such ambulance service under the terms and provisions of Chapter 24 5.25 TMC.

Section 3. Service.

The maintenance and operation of an ambulance service by AMR in the City shall be in accordance with these terms and conditions and performance standards set forth in the current ambulance service contract entered into by AMR and the Board of County Commissioners of Shawnee County, Kansas. Said contract is identified as Shawnee County Contract C207-2016. In addition, AMR agrees to provide to the City Manager of the City copies of documents which are required to be filed pursuant to Shawnee County Contract C207-2016.

In the event that AMR intends to work toward implementing a community paramedicine

33 program/service, it is the goal of AMR and Topeka Fire Department, hereafter “TFD”, to jointly
34 participate and collaborate in such implementation.

35 **Section 4. Franchise grant.**

36 Pursuant to the provisions of TMC 5.25.040, a nonexclusive franchise is granted to AMR,
37 to own, maintain, and operate an ambulance service within the City. Said nonexclusive franchise
38 is granted through and including December 31, 2022, and shall vest all rights, privileges and
39 immunities of an ambulance service franchise with AMR; however, said nonexclusive franchise
40 shall be subject to and conditioned upon all of the terms, duties and obligations found in the laws
41 of the State of Kansas, Chapter 5.25 TMC, and this Franchise Ordinance.

42 **Section 5. Payments to the City.**

43 Consideration for the rights, privileges, and immunities granted to AMR includes the
44 benefits to be derived by the citizens of the City of Topeka from the maintenance and operation of
45 an ambulance service under the terms and conditions of this Franchise Ordinance.

46 (a) The ambulance service franchise application fee prescribed by TMC 5.10.040 has
47 been paid to the City Clerk.

48 (b) On or before April 1 of each year within the term of this Franchise Ordinance, the
49 fees set forth in TMC 5.10.040(b) are due, including the business fee and an ambulance fee for
50 each AMR ambulance in operation in the City. An ambulance fee for each additional ambulance
51 placed into operation after the initial fee payment is due at the time the additional ambulance is
52 licensed.

53 (c) Within thirty (30) days of the presentation of an invoice to AMR by the City, AMR
54 shall make payments to the City Treasurer for the following types of assistance:

55 (1) For each TFD response to AMR’s request for a non-emergency lift assist of any patient due
56 to the patient’s weight, AMR shall pay a fee of \$200.00 per transport. For purposes of this
57 subsection, non-emergency means any request that was not initiated by a 911 call. Any time that such
58 fee is incurred, TFD shall make written request for payment that includes the date, address, and TFD
59 incident number. Upon receipt of the invoice AMR will process the request per AMR AP policy of

net 45 days.

Section 6. Other AMR responsibilities.

(a) Upon written request from the Fire Chief, the Chief of EMS, or their designees, AMR shall provide certain material data elements to calls within Contract Zone 1. These data elements include ALS/BLS Response, Response times, unit and triage. AMR shall respond to such requests within thirty (30) days. Failure to provide the requested information within thirty (30) days shall result in a penalty of \$100.00 per week until the information is provided. If a request is for material data elements that are not typically included in reports generated pursuant to Shawnee County Contract C207-2016 as it relates to calls within Contract Zone 1 needs additional time beyond thirty (30) days to respond to such request, AMR may request additional time before the initial thirty (30) days expires, the amount of which to be agreed upon by the parties. TFD agrees that any cost associated with the development of a new report that is not currently available will be reimbursed to AMR if such report can be developed, provided that AMR first provides TFD a written estimate of the associated costs and obtains approval from TFD. AMR's response time will be stayed while TFD reviews such estimates.

(b) AMR and the Fire Chief, the Chief of EMS and/or their designees shall meet no less than monthly for call review and quality assurance/improvement of selected calls to include, but not be limited to, severe trauma, cardiac arrest, or similar types of calls occurring in the City of Topeka limits. The intent is to look at the entirety of the call for improvements to address training, equipment needs and general system improvements.

(c) AMR agrees to provide notification through the County Protocol Committee to the Fire Chief and Chief of EMS concerning anticipated or desired changes to protocol, equipment, or medications that are not a result of National Supply Shortage or emergency. Further AMR agrees that all proposed protocol changes that are not a result of a National Supply Shortage or emergency will be submitted for review to the County Protocol Committee prior to submission to the Medical Director. After submission to the Medical Director, the Fire Chief, Chief of EMS and/or their

County Protocol Committee member shall be given the opportunity to attend meetings to discuss proposed protocol changes in the event the Medical Director changes the proposed protocols submitted to him/her. Notice of such meeting shall be provided as soon as reasonable based on the schedule of the Medical Director.

(d) Upon reasonable request and subject to available resources, AMR agrees to respond and provide a stand-by/posted ambulance upon request of the Fire Chief or designees when there is reason to believe a life-threatening public emergency presently exists to include fire, rescue and hazmat incidents. TFD agrees to release ambulance as soon as possible when the life-threatening public emergency no longer exists.

(e) In January of each calendar year, AMR shall provide copies of all written mutual aid agreements for ambulance service in the City of Topeka or provide written notice that no such agreements exist. Failure to submit this information by the last business day in January shall result in a penalty of \$100.00 per day until submitted.

(f) AMR agrees to the use of designated dispatch radio channels for EMS operations within the City of Topeka. Further AMR agrees that AMR units and dispatch are responsible for monitoring the designated channel while on scene.

(g) AMR will pursue an option if available to provide TFD command staff designated by the Fire Chief with access to view the availability of all on-duty AMR units in real time. If there is cost directly associated with the development, implementation or annual maintenance of this request, AMR will provide TFD a written estimated of the expense to seek approval for the reimbursement of this request. TFD agrees that any party with access to this system may be required to complete initial and annual training as deemed reasonably appropriate by AMR compliance or other regulatory department and consistent with such trainings required of AMR staff with similar view access. Failure of those individuals to complete training will result in revocation of rights and privileges to view the data.

Section 7. Insurance.

Upon the effective date of this Franchise Ordinance, AMR shall file with the City Clerk an insurance policy as required by TMC 5.25.140 and the same shall be approved as to form by the City Attorney's office. During the term of this Franchise Ordinance, AMR shall maintain paid insurance coverage according to TMC 5.25.140.

Section 8. Acceptance by AMR.

Operation of an ambulance service within the City by AMR on or after the effective date of this Franchise Ordinance constitutes acceptance of the provisions of the Franchise Ordinance.

Section 9. Remedies of City.

Nothing herein shall limit or preclude the City from seeking remedies at law or equity in a court of competent jurisdiction for any violation by AMR of the laws of the State of Kansas or any ordinance of the City.

Section 10. Forfeiture.

Any material and substantial fraud, misrepresentation or default of the terms, duties and obligations imposed upon AMR by the laws of the State of Kansas, Chapter 5.25 TMC or by this Franchise Ordinance shall constitute grounds for forfeiture of this nonexclusive Franchise Ordinance. The City shall notify AMR in writing of any allegation of a material and substantial fraud, misrepresentation or default and shall hold a public hearing before the Governing Body of the City of Topeka on the merits of such allegations. Said public hearing shall be held within thirty (30) days after the notification to AMR and shall be adjudicative in character but shall not bar the rights of any parties to pursue judicial review. Within ten (10) days following the conclusion of such hearing, the Governing Body of the City of Topeka shall act with respect to such forfeiture and shall submit a written statement to AMR. This Franchise Ordinance shall not be forfeited unless the Governing Body of the City of Topeka finds that there has been a material and substantial fraud, misrepresentation or default on the part of AMR so as to justify a forfeiture. In such case a notice of forfeiture shall be provided to

AMR. In the event this Franchise Ordinance is forfeited, AMR shall, within one hundred eighty (180) days of its receipt of notice of forfeiture, cease operation of an ambulance service hereunder.

Section 11. Surrender.

If, during the term of this Franchise Ordinance, AMR does not earn a fair rate of return upon the value of property used and useful in providing such ambulance service for a period of six (6) months; and it is determined by AMR that it would not be practical, possible or in the public interest to cure the deficiency by an increase in rates and/or a reduction in service; and AMR has complied with all applicable procedures as prescribed by the Board of County Commissioners of Shawnee County, Kansas including the giving of notice of surrender to the City; then AMR upon one hundred eighty (180) days written notice to the City Clerk may elect to surrender this Franchise Ordinance and cease operation of the ambulance service hereunder. Fair rate of return means receipt of revenues for patient charges and public funds, if any, to include the sum of operating costs, depreciation reserves, growth and development costs and management fees.

Section 12. Transfer.

Only upon written approval of the Governing Body of the City of Topeka may the rights and obligations of AMR, pursuant to this Franchise Ordinance, be transferred to a person meeting the requirements for an ambulance service, as determined by the laws and regulations of the State and the City at the time of the contemplated transfer. Any approved transferee shall, without limitation, assume all the duties and obligations of AMR and AMR shall be released of all future rights, duties, and obligations arising from this Franchise Ordinance.

Section 13. Hold harmless.

AMR shall hold the City harmless for all liability, damages, costs and expenses of every kind for the payment of which the City may become liable to any person by reason of the rights and privileges herein granted and, if any action either at law or in equity, be brought against the

City for damages or for any cost to the City for any fault of AMR, its servants, agents, or employees, in the operation of its ambulance service, AMR shall pay all costs, damages and expenses including costs of defense for which the City may be held liable.

Section 14. Re-opener

In the event that Shawnee County Contract C207-2016 is materially and substantively amended or replaced by a new contract that is materially and substantively different, AMR and the City may mutually agree to re-open this Franchise Ordinance before the December 31, 2022 expiration date.

Section 14. Effective date.

This Franchise Ordinance shall take effect and be in force from January 1, 2022, and after its passage, approval and publication in the official City newspaper in the manner prescribed by law, and shall be binding upon AMR upon the conditions set forth herein.

PASSED AND APPROVED by the Governing Body on _____, 2021

CITY OF TOPEKA, KANSAS

Mayor

ATTEST:

City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE:	December 14, 2021	
CONTACT PERSON:	Stephen Wade, Administrative and Financial Services Director	DOCUMENT #:
SECOND PARTY/SUBJECT:	Sherwood Park Subdivision No. 9	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 004 Public Improvements	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manger Brent Trout, authorizing Improvement Project No. T-601132.00 that provides for street improvements for Sherwood Park Subdivision No. 9 as more specifically described herein.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would create a benefit district to provide street improvements, the cost of which would be assessed against the property owners in the district.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required

POLICY ISSUE:

Whether to establish a benefit improvement district for street improvements in the Sherwood Park Subdivision No. 9 which will be financed by the City through special assessment general obligation bonds.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution of advisability.

BACKGROUND:

The owner of the property located with the proposed Sherwood Park Subdivision No. 9, RMD Development, LLC (Mike Drippe), has petitioned the Governing Body to establish a benefit district pursuant to K.S.A. 12-6a01. RMD

Development owns 100% of the property within the proposed district.

The total cost is estimated at \$888,000 which will serve 18 lots. If the Governing Body establishes the district, construction will commence and, upon completion, special assessments covering the project cost will be imposed on the property owners(s) over the bond period of 20 years.

Pursuant to the policy for considering the establishment of benefit districts, the benefit district committee met on Tuesday November 23, and approved the recommendation of this project to the Governing Body.

BUDGETARY IMPACT:

The projects within the proposed benefit improvement district have an estimated cost of \$888,000. The City of Topeka would finance the cost of the projects through special assessment general obligation bonds. The cost would be repaid through assessment on a unit basis for all lots which are included in the improvement district.

SOURCE OF FUNDING:

100% of the costs will be paid by owners of the property within the improvement district.

ATTACHMENTS:

Description

Resolution of Advisability

Project Budget

Street Improvement Project T-601132.00 Petition (October 12, 2021)

1 RESOLUTION OF ADVISABILITY AND AUTHORIZATION NO. _____

2
3 A RESOLUTION introduced by City Manager Brent Trout, authorizing
4 Improvement Project No. T-601132.00 which provides for
5 street improvements for Sherwood Park Subdivision, No. 9, as
6 more specifically described herein.
7

8 WHEREAS, the City Clerk has received a petition, pursuant to K.S.A. 12-6a04(c), as
9 amended, containing the signature of the sole property owner, RMD Development, LLC, of
10 100% of the area in the improvement district hereinafter described; and

11 WHEREAS, the property owner, having waived the notice and hearing requirements
12 of K.S.A. 12-6a04 and TMC 3.45, has agreed to pay all of the costs for the proposed
13 improvement which the property owner is requesting be constructed by the City.

14 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of
15 Topeka, Kansas, that it finds Improvement Project No. T-601132.00, hereinafter described,
16 to be advisable and does hereby authorize and order said improvement to be made in
17 accordance with its findings as follows:

18 A. GENERAL NATURE OF IMPROVEMENT:

19
20 To construct paved street to serve 18 lots within Sherwood Park
21 Subdivision No. 9, along with concrete curb and gutters, storm sewer
22 structures, piping and engineering and all other contingencies
23 required for a complete project.
24

25 B. PROPOSED IMPROVEMENT DISTRICT:

26
27 Sherwood Village Subdivision No. 9
28 Lots 1 through 7, Block A
29 Lots 1 through 11, Block B
30

31 C. ESTIMATED OR PROBABLE COST:

32 \$888,000
33

34
35 This cost estimate has been prepared using the best information available,
36 without benefit of a detailed engineering design. Variances may occur as the
37 design details are developed. These costs should not be considered final.
38

39 D. PROPOSED METHOD OF ASSESSMENT:

On a unit basis for all lots which are included in the improvement district.
(18 Lots)

E. APPORTIONMENT OF COSTS:

100% of the costs will be paid by the property owners within the
Improvement District

BE IT FURTHER RESOLVED THAT:

1. The City Clerk is directed to file a certified copy of this Resolution with the
Register of Deeds.

2. Upon completion of the project described herein, the City Clerk is directed to
provide all assessment notices in accordance with the provisions of K.S.A. 12- 6a09, as
amended.

THIS RESOLUTION shall become effective upon one publication in the official city
newspaper.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk

IMPROVEMENT PROJECT

PETITION

THE MAYOR AND COUNCILMEMBERS
City of Topeka

We, the undersigned owners of record of real estate located within the Improvement District legally described herein, do hereby respectfully petition for the following street improvements, in accordance with the conditions herein contained, and as provided by K.S.A. 12-6a01, *et seq.*, as amended.

STREET IMPROVEMENT - PROJECT NO. T-601132.00

A. GENERAL NATURE OF IMPROVEMENT:

To construct paved street to serve 18 lots within Sherwood Park Subdivision No. 9, along with concrete curb and gutters, storm sewer structures, piping, and engineering and all other contingencies required for a complete project.

B. PROPOSED IMPROVEMENT DISTRICT:

Sherwood Park Subdivision No. 9, City of Topeka, Shawnee County, Kansas
Lots 1 through 7, Block A;
Lots 1 through 11, Block B;

C. ESTIMATED OR PROBABLE COST:

\$888,000

This cost estimate has been prepared using the best information available, without benefit of a detailed engineering design. Variances may occur as the design details are developed. These costs should not be considered final.

D. METHOD OF ASSESSMENT:

Unit Basis.

E. APPORTIONMENT OF COSTS:

Costs are to be paid 100 percent by the owners of property within the Improvement District.

F. CERTIFICATION OF SIGNERS OF THE PETITION:

We understand, agree and certify:

- (i) That we own 100% of the property or properties included in the Improvement District; and
- (ii) That this Petition is one submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto; and
- (iii) That the proposed Improvement District does not include all properties which may be deemed to benefit from the proposed improvements; and
- (iv) That we may not withdraw our signature(s) from this Petition after the Governing

Body commences consideration of this Petition or later than seven (7) days after such filing, whichever occurs first; and

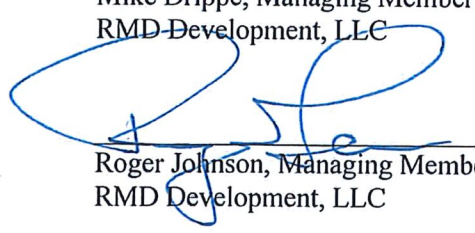
- (v) That we are willing to pay the costs of the proposed improvements; and
- (vi) That we hereby waive the notice of and the opportunity to appear at a Public Hearing available under K.S.A. 12-6a01. et seq. and Article 2 of TMC Chapter 3.45. Further we request that the City Council adopt a Resolution authorizing the above described improvement; and
- (vii) That the parcels of property contained within the Improvement District may not be altered by replatting or other means until assessments have been levied unless the developer submits a new Petition signed by all property owners with the changes or modifications to the parcels within the Improvement District. Provided, however, no new petition will be required if all owners of the parcel(s) to be altered provide the City Engineer written notice specifying the allocation of the project costs among the new parcels to be created through the replat. Said written notice of the allocation of project costs shall accompany the application for the replat and also shall be filed with the Register of Deeds and shall be a covenant running with the land and binding on the subsequent owners of said parcels; and
- (viii) That, in addition to the costs for the improvement, we will be responsible for paying all applicable rates, fees or charges for municipal services such as water, sanitary sewer or storm water management; and
- (ix) No signator to this petition has a financial interest in an existing development with delinquent tax obligations. (Resolution No. 8726); and
- (x) If the signator is a legal entity, no director, officer, or member of the entity has a financial interest in any property with delinquent special assessments, ad valorem/property taxes, or other federal or state tax liens anywhere within the State of Kansas (Resolution No. 8726); and
- (xi) That, if the property is not owned by an individual or individuals, we have disclosed the name of the company, partnership, trust corporation or other entity which owns the property along with our title, position or office, and we have been duly authorized to execute this Petition on behalf of the entity; and
- (xii) The signatories declare under penalty of perjury that the statements in this petition and certification are true and correct.

<i>Name of Property Owner</i>	<i>Name, Title and Signature of Person Executing Petition</i>	<i>Legal Description of Property Owned</i>	<i>Date</i>
-------------------------------	---	--	-------------


Mike Drippe, Managing Member
RMD Development, LLC

10/12/2021
Date

Sherwood Park Subdivision No. 9
Lots 1 through 7, Block A;
Lots 1 through 11, Block B;


Roger Johnson, Managing Member
RMD Development, LLC

10-12-21
Date

CERTIFICATION OF PERSON CARRYING PETITION AND WITNESSING SIGNATURES

I, the undersigned, hereby certify that I have personally witnessed each and every person whose name appears on this document individually affix his or her signature and swear that the foregoing is true and correct to the best of my knowledge.

10/12/2021
Date


Signature of Person Carrying Petition

CERTIFICATION OF DEVELOPER

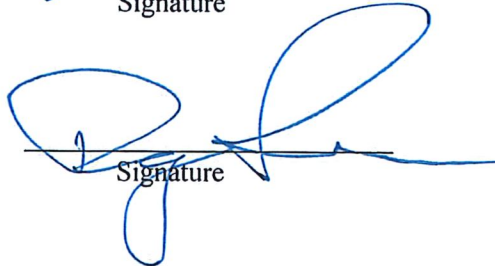
I, the undersigned developer of record of real estate located within the Improvement District, hereby certify:

- (i) That I have reviewed the City's policy for special benefit districts in Resolution No. 8726 and will supply the information requested.
- (ii) That, as required by K.S.A. 12-6a20, I will notify, in writing, each and every purchaser of parcels of property within the Improvement District that the property is located in an improvement district and is subject to special assessments to pay for the Improvement; and
- (iii) That I will notify in writing each and every purchaser of parcels of property within the Improvement District that in addition to the costs for the Improvement, the property owners will be responsible for paying all applicable rates, fees or charges for municipal services such as water, sanitary sewer or storm water management.

10-12-21
Date


Signature

10-12-21
Date


Signature



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Bill Fiander, Planning and Development Director DOCUMENT #:
SECOND PARTY/SUBJECT: Kevin Holland, CFS Engineers PROJECT #:
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on property located at 3245 SW Topeka Boulevard from C-4 Commercial to Planned Unit Development (PUD) with C-4 Commercial uses and warehouse or storage uses as defined by chapter 18.55 of the Topeka Zoning Code on 12.7 acres. (PUD 21/03) (Council District No. 5)

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

(Approval will allow use of the former Gordmans building for warehouse and storage other than that which is allowed under the current C-4 zoning.)

VOTING REQUIREMENTS:

The Governing Body has the following voting options:

1. Approve the Planning Commission's recommendation by adopting the ordinance. A minimum of 6 votes is required of the Governing Body.
2. Amend the Planning Commission's recommendation by amending the ordinance. A minimum of 7 votes is required of the Governing Body.
3. Refuse to approve the Planning Commission's recommendation by rejecting the ordinance. A minimum of 7 votes is required of the Governing Body.

4. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes is required of the Governing Body.

POLICY ISSUE:

Whether to adopt the Planning Commission's recommendation to rezone the property.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

PUD21/03 is a request to change the zoning from "C-4" Commercial to "PUD/C-4 Commercial uses and warehouse and storage" in addition to self-storage with indoor access (self-storage, type I) and other uses allowed under the current C-4 zoning. The proposed PUD zoning is not tied to a master plan but all conditions of the zoning are included in the attached ordinance.

The proposed zoning and land use are consistent with the Land Use and Growth Management Plan 2040 which encourages reuse and redevelopment to support growth in areas such as the subject property where the City has already invested.

The applicant conducted a Neighborhood Information Meeting remotely via Zoom on October 26, 2021. The applicant and Planning staff attended. No others attended.

The Planning Commission recommended approval by a vote of 8-0-0 at the close of the November 15, 2021 public hearing. Staff recommends approval per the attached staff report.

BUDGETARY IMPACT:

The change in zoning has no budgetary impact on the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Ordinance

Planning Commission Minutes PUD21/03 - November 15, 2021

Staff Report PUD 21/03 - November 15, 2021

Aerial Map PUD 21/03

Zoning Map PUD 21/03

Future Land Use Map PUD 21/03

Neighborhood Meeting Attendance and Summary - November 3, 2021

ORDINANCE NO. _____

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on property located at 3245 SW Topeka Boulevard **from** C-4 Commercial all to Planned Unit Development (PUD) with C-4 Commercial uses and warehouse or storage uses as defined by chapter 18.55 of the Topeka Zoning Code on 12.7 acres. **(PUD 21/03) (Council District No. 5)**

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

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

Lots 3 and 4, Arlan’s Subdivision; Lot 1 of Nellie M. Mays Subdivision; and Lot 1, Block A, Perkins Subdivision.

subject to:

1. C4 uses allowed; I-1 uses limited to warehouse or storage as defined by Topeka zoning code excluding the storage of explosives, fireworks, and combustible and flammable liquids and gases as defined by the International Fire Code as adopted by the City of Topeka. Storage of fueled equipment is allowed in accordance with the exceptions in the adopted International Fire Code. All storage and related uses are subject to applicable building and fire codes.
2. Outdoor storage and long term parking of medium and heavy duty trucks (classes 4-9) as a primary use is not permitted.
3. Except as noted in these conditions, land use and development is subject to the standards for C-4 Commercial zoning.
4. Use of the existing building, formerly Gordmans Department Store, as a warehouse or storage is allowed. The cumulative total of building additions up to 32,000 square feet for warehouse or storage is allowed. Warehouse and storage uses are not allowed in detached primary buildings.
5. Heavy duty trucks, including class 7 trucks and higher, are prohibited from accessing or leaving the site using SW Fillmore Street north and west of the property. The Planning & Development Director may require appropriate traffic signage restricting truck access onto SW Fillmore in the event of non-compliance with this condition.
6. For any use other than uses allowed under C-4 standards, a landscape plan shall be provided and approved

prior to any of the following events or activities:

- a. Building addition for warehouse/storage
 - b. The addition of overhead loading doors or docks on the north or east sides of the building. The addition of overhead loading doors or docks on the west side of the building is not allowed.
 - c. The addition of 8 or more loading doors or docks to the south side of the building
 - d. Landscaping shall include trees at a minimum density of 1 medium or large tree for every 60 feet of frontage, other than driveways, along SW Fillmore Street, SW 32nd Terrace, and SW Topeka Blvd, and installation of a 5 foot landscape setback between the street right-of-way and parking/drive surface along SW 32nd Terrace. The addition of fencing or landscaping along the south side of the property where it abuts residential zoning or land use will be required if necessary to meet the residential buffer requirements in TMC 18.235.
7. Additional fencing is allowed along the south and west property lines and north of the former Gordmans building. No other additional fencing is permitted except by an amendment to these Planned Unit Development conditions in accordance with TMC 18.190.070.
 8. The pole sign at SW 32nd Terrace and Topeka Boulevard meets the definition of a nonconforming abandoned sign and shall be removed no later than by July 31, 2022 in accordance with section 18.10.100 of the Sign Code.
 9. The existing freestanding sign shall remain for the time being with the understanding that it does not conform to the current sign code. It's also understood that a reface or alteration of this sign is limited and said reface of a nonconforming sign for a project receiving a property tax rebate or other economic incentive will be allowed only if the sign is made to conform to current standards.
 10. Any additional freestanding signs will be allowed only with an approved Master Sign Plan meeting the regulations for Master Sign Plans in TMC 18.10.140 or as an amendment to these Planning Unit Development conditions in accordance with TMC 18.190.070
 11. Vehicular access from SW Clare Avenue is not permitted.
 12. Amendments to these Planned Unit Development conditions may be considered in accordance with TMC 18.190.070. Major amendments will be adopted by ordinance and may include or refer to a PUD master plan. Minor amendments may require a master plan or site plan and will be recorded with the Shawnee County Register of Deeds.

Section 2. This Ordinance 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 this Ordinance and prior to building permit and/or land development on the site, site development plans as required by this Ordinance shall be submitted for review and administrative approval by the Planning Director.

Section 3. This Ordinance Number shall be fixed upon the "District Map".

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

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

PASSED AND APPROVED by the Governing Body, City of Topeka, KS _____, 2021

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified X



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, November 15, 2021

Zoom Videoconference

CASE MINUTES

Members present: Corey Dehn, Del-Metrius Herron, Wiley Kannarr, Jim Kaup, Ariane Messina, Donna Rae Pearson, Jim Tobaben, Matt Werner, (8)

Members Absent: Marc Fried (1)

Staff Present: Bill Fiander, Planning & Development Director; Dan Warner, Planning; Mike Hall, Current Planning Manager; Kris Wagers, Administrative Officer; Mary Feighny, Legal

Public Hearing of PUD21/03 911 Storage by LCG, LLC requesting to amend the District Zoning Map for the property located at 3245 SW Topeka Boulevard and associated parcels from C-4 Commercial all to PUD Planned Development with C-4 Commercial uses and warehouse or storage uses as defined by chapter 18.55 of the Topeka Zoning Code.

Mr. Dehn called the case and Mr. Hall presented the staff report with recommendation for approval. He noted that Neighborhood Information Meeting (NIM) notices were sent to everyone with property within 500' of the subject property and no public attended the meeting. Notification of tonight's public hearing was sent to everyone with property within 200' of the subject property.

Mr. Kaup asked if zoning regulations prohibit the storage of hazardous materials. His concern is that the property is very close to neighborhoods.

Mr. Hall explained that the requested zoning does not speak to or prohibit storage of specific types of materials, but building and fire codes would likely address/regulate this.

Mr. Kaup asked if a condition could be included that bans the storage of hazardous materials such as petroleum, fireworks, etc. Mr. Hall stated that it could and he could get assistance from Topeka Fire to write a condition that addresses these issues.

Kevin Holland of Cook, Flatt & Strobel Engineers spoke representing the property owners. He explained that the owners have nothing specific planned for the property at this point but are requesting the re-zoning to allow them more flexibility in case someone wants to rent the entire facility. He added that the property owners also wish to improve the appearance of the property.

When asked by Mr. Kaup if the applicant would be amenable to a condition limiting what could be stored on the property, Mr. Holland deferred to Henry McClure, a co-owner of the property who was logged in. Mr. McClure stated he has no issues with a condition that disallows the storage of fertilizer or fireworks.

Mr. Kaup explained that he anticipates a conceptual motion and staff would be asked to draft appropriate language to remove the possibility of the storage of most dangerous materials on the property.

With no further questions, Mr. Dehn declared the **public hearing open** and with nobody from the public coming forward to speak, he declared the **public hearing closed**.

Motion by Mr. Kaup to recommend to the Governing Body approval of the rezoning of property located at 3245 SW Topeka Boulevard and associated parcels from C-4 Commercial all to PUD Planned Development with C-4 Commercial uses and warehouse or storage uses as defined by chapter 18.55 of the Topeka Zoning Code. Included in the motion was the stated expectation that staff will work with Topeka Fire to draft language for a condition that excludes storage or warehousing of hazardous materials that are inappropriate for storage in a structure with such close proximity to residential properties. **Second** by Ms. Pearson.

Discussion: Mr. Kannarr asked Ms. Feighny if she is comfortable with a conceptual motion as stated above and she said she is.

Upon roll call vote, the **motion passed 8-0-0**.

STAFF REPORT – PLANNED UNIT DEVELOPMENT
TOPEKA PLANNING DEPARTMENT

PLANNING COMMISSION DATE: Monday, November 15, 2021

APPLICATION
INFORMATION

APPLICATION CASE
NUMBER/NAME:

PUD21/03 911 Storage by LCG, LLC

REQUESTED ACTION /
CURRENT ZONING:

Requesting to amend the District Zoning Map for the property located at 3245 SW Topeka Boulevard and associated parcels from C-4 Commercial all to PUD Planned Development with C-4 Commercial uses and warehouse or storage uses as defined by chapter 18.55 of the Topeka Zoning Code.

Applications for PUD zoning typically include a master plan. As is allowed under TMC 18.190.050 (PUD procedures) the requirement for a master plan has been waived because the conditions and restrictions of the PUD can be adequately included in the ordinance reclassifying the property.

PROPERTY OWNER:

LCG, LLC

APPLICANT REPRESENTATIVE:

Kevin Holland, CFS Engineers

CASE PLANNER:

Mike Hall, AICP, Current Planning Manager

PROPERTY ADDRESS:

3245 SW Topeka Blvd / PID: 1461301014027000
(Former Gordmans Department Store)

Other parcels: 1461301014028000, 1461301014001000, 1461301014030000

PARCEL SIZE
(Total of all Parcels):

12.66 Acres

PHOTOS:



View looking west from NE corner of the site at intersection of Topeka Blvd and 32nd Terrace. (May 2019)



View looking southwest from NE corner of site. (May 2019)



View looking southwest from SW Fillmore St with stormwater detention basin and berm in lower right. (May 2019)



View looking southeast from SW Clare Ave. Recently built duplexes on the right. (May 2019)

RECOMMENDATION:

APPROVAL subject to conditions

RECOMMENDED MOTION:

Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the rezoning from *C-4 Commercial* all to *Planned Unit Development (PUD) District* with *C-4 Commercial uses and warehouse or storage uses* on parcels located at 4345 SW Topeka Boulevard, subject to conditions as recommended in the staff report.

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

No specific project is planned at this time. The former Gordmans building and site have been approved for "self-storage, type I" (indoor with indoor access), which is allowed under the current zoning. The proposed rezoning will allow owner to use or remodel the building for a storage or warehouse use other than allowed under the current C-4 zoning.

DEVELOPMENT / CASE HISTORY:

The City of Topeka approved rezoning of the east third of the property from "A" Single Family to "G" Commercial in October 1962 (Z62/58), and rezoning of the balance of the property from "A" Single Family to "G" commercial in February 1966 (Z65/88).

ZONING AND CHARACTER OF SURROUNDING PROPERTIES:

North: R-1 Single Family Dwelling District, single family homes; and C-4 Commercial District with a used car lot.

West: M-1 Two Family Dwelling District with residential duplexes.

South: M-1 Two Family Dwelling District with residential duplexes.

East: C-4 Commercial with fast food restaurants and car dealerships.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES

USE STANDARDS AND DIMENSIONAL STANDARDS:

C-4 Commercial district use and dimensional standards apply now and will apply, except as specifically indicated in the conditions to be attached to the adopting ordinance.

Under the proposed PUD zoning, in addition to the uses allowed under C-4 zoning, warehouse and storage as listed in the Land Use Matrix in TMC 18.60 are also allowed and are defined in TMC 18.55 Definitions.

The proposed and recommended conditions of the PUD include restrictions on fencing and requirements for landscaping related to warehouse and storage uses.

PARKING AND ACCESS:

Off-street parking requirements are determined by land use and not the zoning classification. The site now contains ample parking for uses allowed under C-4 zoning. Warehouse and storage uses generally require less parking than retail and other uses allowed under C-4 zoning.

LANDSCAPING:

A landscape plan per TMC 18.235, Landscape Requirements, for substantial redevelopment. A recommended condition of the PUD requires landscaping in event of a 1) building addition for warehouse or storage; or 2) the addition of overhead doors or loading docks to the north or east sides

of the building; or 3) the addition of 8 or more loading docks to the south side of the building.

The property is large enough to accommodate additional buildings. A site development plan (Site Plan Review application) and landscape plan will be required for additional buildings.

SIGNAGE:

Signage will be required to comply with the Sign Code (TMC18.10) as applied to C-4 zoning except as specifically provided or restricted by the PUD.

LIGHTING & SOUND:

Any exterior lighting shall be no brighter than three foot-candles as measured at the property line and the source of illumination shall not be visible from public right-of-way or adjacent properties per code.

OTHER FACTORS

SUBDIVISION PLAT:

Lots 3 and 4, Arlan's Subdivision; Lot 1 of Nellie M. Mays Subdivision; and Lot 1, Block A, Perkins Subdivision.

UTILITIES:

The former Gordmans building is connected to City of Topeka water and sewer.

**FLOOD HAZARDS, STREAM
BUFFERS:**

There are no flood hazards mapped on the site.

HISTORIC PROPERTIES:

None

NEIGHBORHOOD:

Located adjacent to the Likins Foster Neighborhood.

**NEIGHBORHOOD INFORMATION
MEETING:**

The applicant conducted a Neighborhood Information Meeting on October 26, 2021 remotely via Zoom. The applicant, his representative, and Planning Division staff attended. No others attended.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

Public Works /Engineering:

No comments received.

Water Pollution Control:

No comments received.

Fire Department:

No comments received.

Development Services:

No issues identified regarding rezoning. Permits will be required.

KEY DATES

SUBMITTAL:	September 30, 2021
LEGAL NOTICE PUBLICATION:	October 25, 2021
PROPERTY OWNER NOTICE MAILED:	October 22, 2021

STAFF ANALYSIS

Planning staff have reviewed the zoning application relative to the required findings and conclusions in Topeka Municipal Code Section 18.245 (Findings and conclusions reflect the “golden factors” per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court) as is required for applications for rezoning.

CHARACTER OF THE NEIGHBORHOOD: The property fronts on SW Topeka Boulevard. The adjacent segment of Topeka Boulevard is characterized by a mix of retail services including restaurants, drinking establishments, and new and used car lots. The parcels surrounding the south, west, and north sides of the property contain single and two-family residences. There are substantial buffers formed by setbacks, trees, and other landscaping between the subject property and the adjacent residential neighborhoods. The proposed zoning change limits uses other than C-4 Commercial uses to warehouse and storage and is subject to conditions, including restrictions on heavy truck parking and access, and landscaping requirements tied to physical building changes, and these restrictions will ensure that the use and physical character of the property will change very little from its current commercial character.

ZONING AND USE OF NEARBY PROPERTIES: The proposed rezoning from C-4 Commercial to Planned Unit Development (PUD) allowing for C-4 Commercial and warehouse and storage uses is compatible with surrounding zoning and land use.

Adjacent zoning and land use to the north is R-1 Single Family residential and C-4 Commercial, consisting of single family residences and commercial land use. The residential use is separated from current and future development by a stormwater detention basin and Fillmore Street.

The adjacent zoning and land use to the south and west is M-1 Two Family residential and consisting of residential duplexes. Buffers between the adjacent lands and the subject property contain substantial setbacks and landscaping.

Conditions of the proposed PUD zoning limit land uses to what is allowed under the current zoning and warehouse and storage uses allowed under I-1 zoning. Warehouse and storage uses are limited to the former Gordmans building or an addition to the south side of the building of up to 32,000 square feet. Conditions of the PUD zoning control for the effects of warehouse and storage uses by restricting the parking of heavy trucks as a primary use, heavy truck access to the residential neighborhoods to the north and west, and fencing. As a mitigation measure, the proposed zoning requires landscaping in the event of a large building addition or the addition of loading doors and docks to the building.

LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER THE PRESENT CLASSIFICATION: The existing 90,000 square foot building was occupied by the Gordmans department store until the Summer of 2020. In addition to the former Gordmans building, the property has ample space for one or more additional retail buildings.

SUITABILITY OF USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED: The property is well suited for retail and other uses allowed under the current C-4 Commercial zoning. However, the former Gordmans building is 90,000 square feet and thus too large for many retail commercial tenants. With the growth of E-commerce and the decline of large brick and mortar stores, there are few potential retail tenants for the former building Gordmans building. The east half of the property is suitable for smaller retail buildings allowed under the current zoning.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The proposed zoning is consistent with the comprehensive plan. The Land Use Growth Management Plan 2040 (LUGMP) designates the property for *Commercial* uses and more specifically for Community Commercial uses. The Community Commercial designation reflects past use and the physical form of the property as a “big box” retail site. Under the plan’s designation “lower intensity industrial zoning/uses may be appropriate within community commercial areas whose existing character reflects a heavy commercial/industrial mixed land use arrangement.” Furthermore, the LUGMP encourages reuse and redevelopment to support growth in areas such as the subject property where the City has already invested. Allowing flexibility for use of the former Gordmans site supports these goals of the LUGMP.

THE EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Development allowed under the proposed zoning is anticipated to generate few if any detrimental effects on nearby properties. The conditions of the proposed PUD zoning will control for the potential negative effects of warehouse and storage uses by restricting the long term parking of heavy trucks, heavy truck access to the residential neighborhoods to the north and west, and fencing. As a mitigation measure, the proposed zoning requires landscaping in the event of a large building addition or the addition of loading doors and docks to the building.

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 is no apparent gain to the public health, safety and welfare by denial of the application. The current zoning allows intense retail commercial uses. The proposed change in zoning to allow use of the existing building for warehouse and storage use is subject to restrictions on related uses such as the parking of large trucks as a primary use.

The existing retail building contains 90,000 square feet and is thus too large for most retail tenants. Allowing flexibility for uses not allowed under the current zoning supports adaptive reuse and long term maintenance and for that reason is of benefit to the neighborhood and other city stakeholders. Denial of the application would not be good for the owner, surrounding neighborhood, or the broader community.

AVAILABILITY OF PUBLIC SERVICES: All essential public roadways, utilities, and services are currently present and available within the area or will be extended at the expense of the developer.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS: Development under the proposed zoning will be required to comply with C-4 Commercial district standards with minor exceptions. The proposed PUD zoning will allow for the adaptive reuse of the former Gordmans building for general warehouse and storage uses, but the dimensional standards of the C-4 Commercial classification will apply. The conditions of the PUD anticipate the potential for long term truck parking and, therefore, include restrictions on parking of large trucks as a primary use and security fencing beyond what is required by current zoning. The purpose of these additional

restrictions is to maintain the site's primary commercial character and to prevent the property from taking on an incompatible industrial character.

The property contains multiple parcels consisting of undivided lots in platted subdivisions. Proposed use and development is not expected to require a subdivision plat.

STAFF RECOMMENDATION

Based upon the above findings and analysis, Planning staff recommend APPROVAL of the proposed zoning, subject to the following conditions, which are to be included in the ordinance adopted by the Governing Body:

1. C4 uses allowed; I-1 uses limited to warehouse or storage as defined by Topeka zoning code. Outdoor storage and long term parking of medium and heavy duty trucks (classes 4-9) as a primary use is not permitted.
2. Except as noted in these conditions, land use and development is subject to the standards for C-4 Commercial zoning.
3. Use of the existing building, formerly Gordmans Department Store, as a warehouse or storage is allowed. The cumulative total of building additions up to 32,000 square feet for warehouse or storage is allowed. Warehouse and storage uses are not allowed in detached primary buildings.
4. Heavy duty trucks, including class 7 trucks and higher, are prohibited from accessing or leaving the site using SW Fillmore Street north and west of the property. The Planning & Development Director may require appropriate traffic signage restricting truck access onto SW Fillmore in the event of non-compliance with this condition.
5. For any use other than uses allowed under C-4 standards, a landscape plan shall be provided and approved prior to any of the following events or activities:
 - a. Building addition for warehouse/storage
 - b. The addition of overhead loading doors or docks on either west, north, or east sides of building. The addition of overhead loading doors or docks on the west side of the building is not allowed.
 - c. The addition of 8 or more loading doors or docks to the south side of the building
 - d. Landscaping shall include trees at a minimum density of 1 medium or large tree for every 60 feet of frontage, other than driveways, along SW Fillmore Street, SW 32nd Terrace, and SW Topeka Blvd, and installation of a 5 foot landscape setback between the street right-of-way and parking/drive surface along SW 32nd Terrace. The addition of fencing or landscaping along the south side of the property where it abuts residential zoning or land use will be required if necessary to meet the residential buffer requirements in TMC 18.235.
6. Additional fencing is allowed along the south and west property lines and north of the former Gordmans building. No other additional fencing is permitted except by an amendment to these Planned Unit Development conditions in accordance with TMC 18.190.070.
7. The pole sign at SW 32nd Terrace and Topeka Boulevard is meets the definition of a nonconforming abandoned sign and shall be removed no later than by July 31, 2022 in accordance with section 18.10.100 of the Sign Code.
8. The existing freestanding sign shall remain for the time being with the understanding that it does not conform to the current sign code. It's also understood that a reface or alteration of this sign is limited and said reface of a nonconforming sign for a project receiving a property tax rebate or other economic incentive will be allowed only if the sign is made to conform to current standards.
9. Any additional freestanding signs will be allowed only with an approved Master Sign Plan meeting the regulations for Master Sign Plans in TMC 18.10.140 or as an amendment to these Planning Unit Development conditions in accordance with TMC 18.190.070
10. Vehicular access from SW Clare Avenue is not permitted.
11. Amendments to these Planned Unit Development conditions may be considered in accordance with TMC 18.190.070. Major amendments will be adopted by ordinance and may include or refer to a PUD master plan.

Minor amendments may require a master plan or site plan and will be recorded with the Shawnee County Register of Deeds.

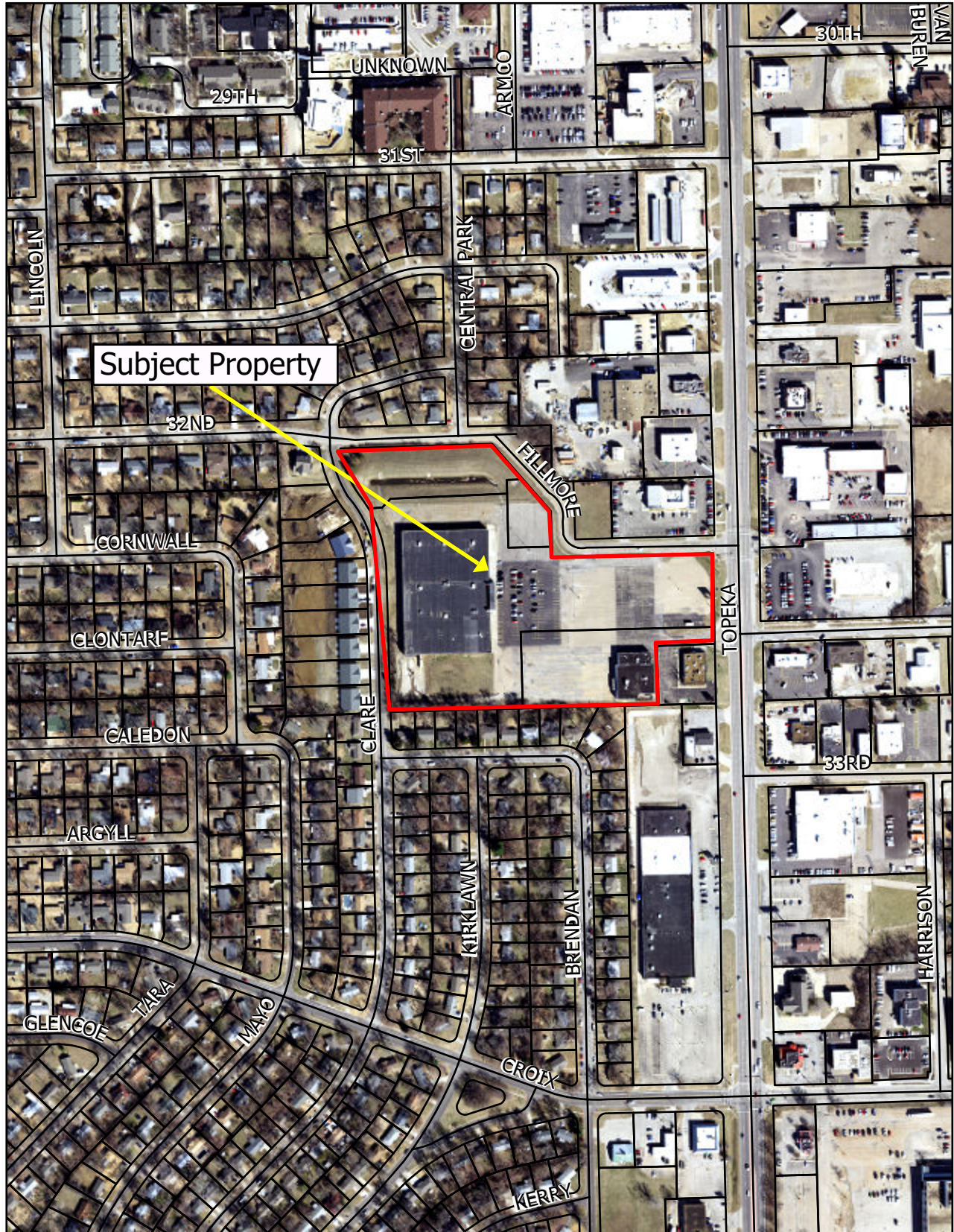
PLANNING COMMISSION MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body APPROVAL of the rezoning from *C-4 Commercial* all to *Planned Unit Development (PUD) District* with *C-4 Commercial uses and warehouse or storage uses* on parcels located at 4345 SW Topeka Boulevard, subject to conditions as recommended in the staff report.

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ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Neighborhood Meeting Attendance & Summary

PUD 21/03 - 911 Storage PUD (by LCG, LLC)



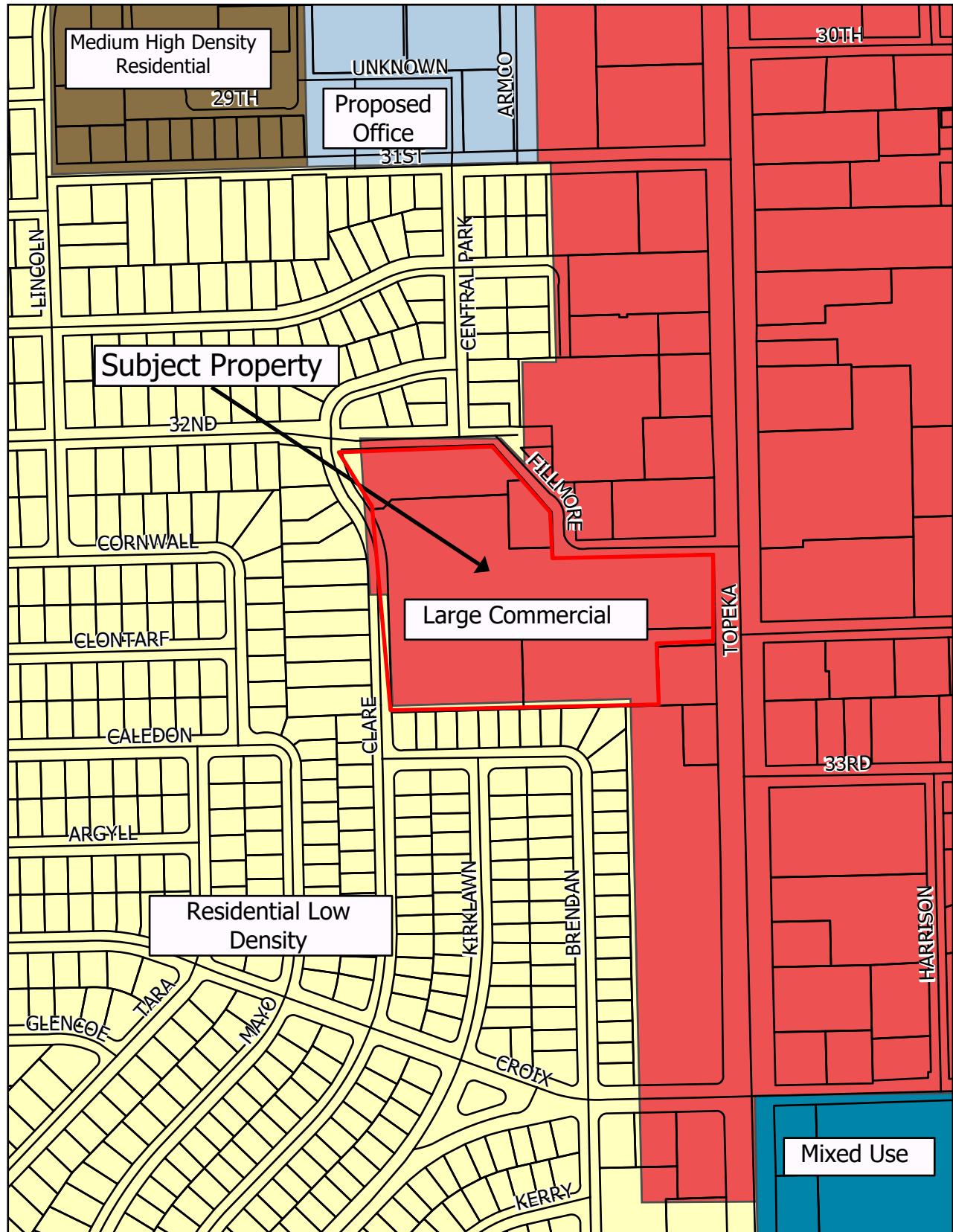
N

A black arrow pointing upwards, indicating North.

Zoning

PUD 21/03 - 911 Storage PUD (by LCG, LLC)

N



Legend



Subject Property

Future Land Use Map

November 3, 2021

2930 SW Woodside Drive
Topeka, Kansas 66614
(785) 272-4706 Office
(785) 272-4736 Fax

cfse.com

City of Topeka
Planning Department
215 SE 7th St
Topeka, KS 66603

Other Offices:
Lawrence, Kansas
Holton, Kansas
Kansas City, Kansas
Kansas City, Missouri
Springfield, Missouri
Jefferson City, Missouri

RE: Public Meeting for 911 Storage

Dear Planning Department,

This letter is intended to discuss the Neighborhood Information Meeting held about the zoning change for the 911 Storage located at 3245 SW Topeka Boulevard. The meeting was held via Zoom at 6:00 PM on Tuesday, October 26, 2021 . The meeting was held and the only attendees were the applicant and city staff.

Please let me know if you have any questions.

Board of Directors:
Kenneth M. Blair, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Lance W. Scott, P.E.
Sabin A. Yañez, P.E.

Sincerely,



Kevin K. Holland, P.E.

Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Gene E. Petersen, P.E.
Todd R. Polk, P.E.
Lucas W. Williams, P.E.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Councilmember Karen Hiller DOCUMENT #:
SECOND PARTY/SUBJECT: Changing the Culture of Property Maintenance PROJECT #:
Goals, Challenges and Initiatives
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 12-07-21. JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of Changing the Culture of Property Maintenance in Topeka 2022-2026 Goals and Challenges; and 2022-2025 Initiatives as recommended by the Public Health and Safety Committee. *(The Committee recommended approval by a vote of 3-0-0 on November 8, 2021.)*

Voting Requirement: At least six (6) votes of the Governing Body is required.

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to adopt recommendations developed by the Public Health and Safety Committee regarding Property Maintenance in Topeka. The consideration of a set of initiatives to accomplish the recommendations.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the Public Health and Safety Committee Report, adopting, by reference, both the Changing Our Culture of Property Maintenance Guiding Principles, Goal and Challenges 2022-2026 and the Changing Our Culture of Property Maintenance Initiatives document, and directing the City Manager to implement, beginning January 1, 2022.

BACKGROUND:

The Public Health and Safety Committee has been meeting for over a year to develop a set of recommendations and initiatives regarding change the culture of property maintenance. They have heard presentations by Staff,

explored linkages from other departments and stakeholders on current procedures and laws related to Property Maintenance. The Committee conducted presentations in various parts of the community to gather input and ideas related to this topic. The Committee is now prepared to present the recommendations and initiatives to the Governing Body for discussion and approval.

For additional information reference the following link:

<https://www.topeka.org/citycouncil/changing-the-culture-of-property-maintenance-public-input-meetings/>

BUDGETARY IMPACT:

There is a limited budgetary impact to the City.

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

Public Health and Safety Committee Report - November 8, 2021

Goals and Challenges 2022-2026 (Clean Version) (Nov 8, 2021)

Initiatives 2022-2025 (Nov 2, 2021)

Redline Version of Final Goals and Challenges 2022-2026

Public Health and Safety Committee Meeting (Draft) Minutes November 8, 2021

Consolidated suggestions September 1, 2021 thru October 1, 2021

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee:	Public Health and Safety
Title:	DISCUSSION ITEM introduced by the Public Health & Safety Committee as a recommendation for approval by the Governing Body.
Date referred from Council meeting:	NA
Date referred from Committee:	November 8, 2021
Committee Action:	Motion to move the Goals & Challenges Recommendations document to the Governing Body, as a final recommendation from the Public Health & Safety Committee, for approval was made by Committee member Valdivia-Alcalá. Motion seconded by Committee member Dobler. Motion passed 3:0. Motion to move the Changing the Culture of Property Maintenance Initiatives 2022-2025 document to the Governing Body, as a final recommendation from the Public Health & Safety Committee, for approval was made by Committee member Valdivia-Alcalá. Motion seconded by Committee member Dobler. Motion passed 3:0.
Comments:	The Changing the Culture of Property Maintenance Initiatives 2022-2025 document and the Goals & Challenges recommendation has been updated slightly from an earlier version, to consolidate comments provided from the community following the seven (7) public input meetings.
Amendments:	None.
Members of Committee:	Councilmembers Karen Hiller (Chair), Christina Valdivia-Alcalá and Neil Dobler.
Agenda Date Requested:	December 7, 2021

Goals & Challenges 2022 - 2026 (Clean Version)

Topeka – Changing Our Culture of Property Maintenance 2022-2026 Final Draft for 11/8/21

With much appreciation for the work of staff, partners and community members, the Topeka City Council Public Health and Safety Committee makes the following final recommendation regarding Changing our Culture of Property Maintenance:

Guiding Principles for Property and Premises:

- Safety of people
- Protection of structures
- Maintenance of an attractive environment
- Maintain or increase property values.

Guiding Principles for Property and Premises:

- Straightforward, kind and fair
- Cost-effective
- Fully integrated with other departments and services

Active Partners: City divisions include Property Maintenance, Forestry, Engineering (Sidewalks), Police, Fire, Development Services, Zoning, Utilities, Executive, Community Engagement, Legal, Municipal Court, others. County divisions include Refuse, Appraiser and County Counselor. Partners also include entities such as the Kansas Legislature, Kansas Department of Transportation, private utilities, a wide range of nonprofits, for-profit businesses and community-based partners, neighborhood associations and others as needed.

Aspirational Goal: Improve the quality of structures and premises in Topeka Kansas so that structures and premises violations are the exception rather than the rule. Our number of substandard properties is never over 500. Owners are motivated to take care of properties before City Departments are even called.

Four (4) 2022-2026 Property Maintenance Challenges:

1) Reduce current substandard structures by 50% in 5 years –

Establish a system, within existing laws, to do complete interior inspections on all structures that appear to need it and/or upon request. As part of that, establish a single visit complete inspection system that provides for one inspection and one write-up procedure for all violations. Include allowing extensions to parties who are working on things, having some sort of system to refer responsible parties to paid or volunteer laborers who can help those who need it. Activate the section in the Code that allows for courtesy inspections. Establish processes and consequences such that citizens will want to take care of issues so that Code does not even request access. This may involve establishing communitywide or neighborhood wide campaigns.

- 2) **Reduce Deterioration in Vacant Structures** – Staff establishes procedures to advise owners of long-term vacant or soon-to-be vacant structures about “Mothballing” standards, encourages owners to implement and refers to resources for advice and assistance. This process would be implemented by Code staff and/or Vacant Buildings Registry vendor through communications accompanying already established communication. Staff would establish strategy with the police department to optimize vacant structure security.
- 3) **Reduce the expense/revenue gap on abatement cases by 50%** – Establish a system and culture whereby it is clear that COT expects owners to take full responsibility for their properties. This is likely to include implementing current capacity to increase fines for extended or repeat violations where good-faith efforts are not made as well as a referral system to paid or volunteer laborers who can assist, perhaps also neighborhood or block initiatives for maintenance.
- 4) **Improve the appearance of the community through management of uncultivated and overgrown vegetation such that the average resident or visitor would score Topeka’s property appearance at least a 7 on a scale of 10. The Police Department would rate 80% or more of properties as in compliance with CPTED (Crime Prevention through Environmental Design) principles within 5 years. At the same time, tree and shrub abatements by City Departments would be reduced by at least 50% (Links with #2 above)** - Initiative will require a minor amendment or new legal interpretation of the Code about vegetation that is over 12” that has turned into shrubs, trees or vines as well as a synch-up with a non-IPMC section of the TMC that addresses the same issue. It will also likely require a major community education campaign in conjunction with a major volunteer assistance campaign to bring our community back to this threshold standard. Optimal partnership with all departments who deal with exterior maintenance issues (Police, Engineering, Zoning, Forestry...also KDOT) as well as a combined ticketing, billing and collections system would seem to be in order.

Initiatives 2022-2025 (Nov 2, 2021)

Changing our Culture of Property Maintenance - Initiatives Draft 11/2/21 - All initiatives should operate within the adopted Guiding Principles and be measured for success against the adopted Aspirational Goal and four Challenges. Initiatives expected to start in early 2022, last 5 years or longer; to be reviewed for success and renewal annually in October/November.

- **(1) Legal Code, Interpretation, Policy and Procedures** - 2022 - PHS Committee + Legal; GTP and 2 others might share or cover consultant expenses
 - 22+ points in list compiled from input sessions
 - City of Topeka
 - Property Maintenance Code
 - Procedures
 - Billing
 - Court
 - Collections
 - Service of Notice (including out of state)
 - Repeat Offenders
 - Practices with disadvantaged residents
 - Interface with other departments and other parts of TMC
 - Consider having consultant assistance
 - [See below for Vegetation]
 - [See below for Rehab/Self-Help permits]
 - State Law - related laws that limit or otherwise guide/control
- **(2) Vegetation** - January 2022 - PHS Committee and Council
 - Approve ordinance change and set date for implementation
 - Synch with Forestry ordinance, operations and billing
 - Set administrative guidelines for phase-in
 - for enforcement
 - for community and communitywide initiatives
- **(3) Community Engagement (in vegetation, trash, mowing)** - Dec 2021
Assign a City Staff “point person” and look for a partner(s) to assist in leading programs; 1st Qtr 2022 PHS Committee and Community Engagement staff set program
 - (3)(A) Training/Small Business/Entrepreneurship - most could be done by partner nonprofit or for-profit entities
 - Summer youth mowing program funded by money already set aside in the budget for inmate crew.
 - Could be adult (homeless, ex-offender, community service) program additionally or in the alternative

- Programs could be set up to establish fees and work for people directly or for the city
- Establish contractor bid list – for properties deemed safe for contractors to bid on via RFP, reserving properties deemed less safe for staff crew – PMU staff
- Establish neighbor mowing relationships between neighbors and neighborhood contractors and those in need – could be in-kind or paying for mowing and vegetation maintenance – could include training engagements from Washburn Tech and Washburn Tech East or alternative – NIA/NA's with assistance as needed from Community Engagement staff
- Central list of identified providers placed on City's website, updated regularly
- SeeClickFix reports could be forwarded to vendors/organizations

(3)(B) Community-based

- Identify churches or other groups/individuals who would offer to pay for "x" amount of additional
- Properties, promote successes CE Staff and/or AHTF fundraising
- Identify businesses who would be willing to add an extra donated mow or two to their existing mowing contracts – CE Staff and/or AHTF fundraising
- Establish marketing program to educate the public about the difference in cost between using a mowing service regularly vs. city abatement, fines and fees – City Communications in consultation with PHS Committee, PMU and CE staff.
- Promote advisory program to landlords to include mowing and vegetation maintenance in rent on single family properties rather than waiting for tenants to fail, possibly reversely giving discount or end of season return for tenants who perform the service themselves, promote successes with landlord partnerships. City Communications in consultation with PHS Committee, PMU and CE staff

(3)(C) Public/Private Partners

- Work with local hardware stores, lumber yards and possibly organizations for a program to rent equipment or get materials – donated by the businesses or through coupon programs CE Staff and Neighborhoods
- Develop referral program to private businesses regarding advisory and educational programs offered. CE Staff
- Public-Private partnerships (also see "Trash/Dumping") – identify ways to address dump fees and being able to have volunteers, or anyone, haul trash to the dump without requiring the \$75 fee. – CE Staff, neighborhoods

- **(4) Round Table of Rehabbers** – Explore issues of allowing permits for work typically limited to homeowners, also allowing for homeowners when they are not in their homes. 1st and 2nd Qtrs 2022 - Development Services, in conjunction with PHS Committee, building trades representatives and rehabbers invited

- **(5) Trash/Dumping** – Establish program 1st Qtr 2022, establish any needed funding from existing CDBG funds - Community Engagement (CE) staff
 - Look into having more flexibility with dumping programs with NIA's and their NIA funds.
 - Ideas to have a couple of community wide dump days throughout the community, in addition or instead of NIAs placing dumpster(s) in their neighborhoods.
 - Explore partnerships with mental health programs to address hoarding.
 - NIA's utilize NIA funds or coupon to help take loads to the dump.
 - Explore funding strategies for “free” dumping, samples include tax-supported weekend dumping, partnership with County or haulers/landfill(s) for free dumping for certified volunteers. Explanation is that could minimize hoarding waiting for dump opportunities.

- **(6) Education/Community Connection** – Start 1st Qtr 2022, Community Engagement Staff and Partners
 - See list of 20+ topics compiled from the input sessions
 - Standing lists, kept up to date, of social services, programs, incentives, repair resources.
 - Video spots to Facebook, Channel 4 platforms, other media partner platforms – consider using members of the community to do those educational spots.
 - Noxious weed versus native plants – for staff and community members - Shawnee County Extension.
 - CPTED training with invitations for community to attend - TPD.

- **(7) Retail Parking Lots/Trash** – Establish 1st Qtr 2022, CE staff
 - Reminders to or through Community Engagement for retailers who are repeat violators.
 - Consider having media partners also assist in reminders to businesses and COT social media for chronic violators to post photos or list.
 - Friendly letters from NIAs to encourage repeat violators to address issues before Property Maintenance becomes involved - may help neighborhoods look inward and be better received than the letter that

comes from Property Maintenance. Could also be a single team that would run a circuit. Training to be provided by PMU and Legal.

- **(8) Neighborhood Self-Help Model** - Starting 1st Qtr 2022 and throughout - Community Engagement staff
 - Seek guidance and partnership for neighborhoods through national networks/models/trainings.
 - Additional training for Community Engagement Staff.
 - Highlight neighborhoods and teams (perhaps even within neighborhoods) that have been working hard together on strategies, perhaps making it a friendly competition or awards for such categories as “best” or “most improved” - to be recognized on the City’s website and otherwise promoted.
- **(9) Profiles of Various Neighborhoods used in Promotions** - Plan 1st Qtr 2022, implement by 3rd Qtr 2022 - Community Engagement staff and CAC or representative neighborhood team; alternative would be GTP, corporate or nonprofit lead(s) or cosponsor(s).
- **(10) KDOT/Others not keeping up with mowing/trash** - Settle strategy 1st Qtr 2022 - Team to include key staff (i.e. Public Works Dept head, others) possibly with City Elected officials, Shawnee County state delegation, COT lobbyist, others.
- **(11) Vacant Properties** - Develop and implement a viable plan to develop/redevelop our vacant properties and vacant lots - include a plan for securing that includes owner responsibility, additional tax sales, responsibility for negligent owners with means to retain obligation to pay past debts even after tax sales, and strategies for connecting vacant/dilapidated properties with responsible buyers, preferably without government intervention - PHS Committee, advised by PMU, Legal, Housing and other staff as well as consultants

Definitions:

AHTF = Affordable Housing Trust Fund

CAC = Citizen Advisory Council

CE = Community Engagement

CDBG Funds = Community Development Block Grant

COT = City of Topeka

CPTED = Crime Prevention Through Environmental Design

GTP = Greater Topeka Partnership

KDOT = Kansas Department of Transportation

NA = Neighborhood Associations

NIA = Neighborhood Improvement Associations

PHS = Public Health & Safety

PMU = Property Maintenance Unit

RFP = Request For Proposal

TMC = Topeka Municipal Code

TPD = Topeka Police Department

Redline Version of Final Resolution Language

Topeka – Changing our Culture of Property Maintenance 2022-2026

Preliminary Recommendation approved by PHS Committee 7/8/21 and forwarded to Council – Presented for Final Recommendation as Amended below on 11/8/21

~~Thank you to Property Maintenance staff for their efforts and engagement in this discussion. Many things are going well. It's time to address some challenges and move forward.~~

With much appreciation for the work of staff, partners and community members, the Topeka City Council Public Health and Safety Committee makes the following final recommendation regarding Changing our Culture of Property Maintenance:

Goals Guiding Principles for Property and Premises:

- Safety of people
- Protection of structures
- Maintenance of an attractive environment and
- Maintain or increase** property values

Goals Guiding Principles for Property and Premises Operations:

- Straightforward, kind and fair
- Cost-effective
- Fully integrated with other departments and services

~~City departments involved:~~ **divisions include** Property Maintenance, Forestry, Engineering (Sidewalks), Police (~~Patrol~~), Fire, **Development Services, Dept and Zoning, Utilities, Executive, Community Engagement, Legal, Municipal Court.** County divisions include Refuse, Approaser and County Counselor. Partners also include entities such as the Kansas Legislature, Kansas Department of Transportation, private utilities, a wide range of nonprofits, for-profit businesses **and community-based partners,** ~~; additional City departments to be involved Executive, Community Engagement, Development Services, others; some outside the City (KDOT, for instance),~~ neighborhood associations and others as needed.

Aspirational Goal: Bring up the quality of structures and premises in Topeka Kansas structures and premises violations are the exception rather than the rule. Our number of substandard properties is never over 500. Owners are motivated to take care of properties before City Departments are even called.

Four (4) 2022-2026 Property Maintenance City of Topeka Structure Challenges:

1) Reduce current substandard structures by 50% in 5 years –

Establish a system, within existing laws, to do complete interior inspections on all structures that appear to need it and/or upon request. As part of that, establish a single visit complete inspection system that provides for one inspection and one write-up

procedure for all violations. Include allowing extensions to parties who are working on things, having some sort of system to refer responsible parties to paid or volunteer laborers who can help those who need it. Activate the section in the Code that allows for courtesy inspections. Establish processes and consequences such that citizens will want to take care of issues so that Code does not even request access. This may involve establishing communitywide or neighborhood wide campaigns.

- 2) **Reduce Deterioration in Vacant Structures** – Staff establishes procedures to advise owners of long-term vacant or soon-to-be vacant structures about “Mothballing” standards, encourages owners to implement and refers to resources for advice and assistance. This process would be implemented by Code staff and/or Vacant Buildings Registry vendor through communications accompanying already established communication. Staff would establish strategy with the police department to optimize vacant structure security.
- 3) **Reduce the expense/revenue gap on abatement cases by 50%** – Establish a system and culture whereby it is clear that COT expects owners to take full responsibility for their properties. This is likely to include implementing current capacity to increase fines for extended or repeat violations where good-faith efforts are not made as well as a referral system to paid or volunteer laborers who can assist, perhaps also neighborhood or block initiatives for maintenance.
- 4) **Improve the appearance of the community through management of uncultivated and overgrown vegetation such that the average resident or visitor would score Topeka’s property appearance at least a 7 on a scale of 10. and The Police Department would rate 80% or more of properties as in compliance with CPTED (Crime Prevention through Environmental Design) principles within 35 years. At the same, tree and shrub time reducing the amount of tree/shrub abatements by City Departments would be reduced by at least 50% (Links with #2 above)** - Initiative will require a minor amendment or new legal interpretation of the Code about vegetation that is over 12” that has turned into shrubs, trees or vines as well as a synch-up with a non-IPMC section of the TMC that addresses the same issue. It will also likely require a major community education campaign in conjunction with a major volunteer assistance campaign to bring our community back to this threshold standard. Optimal partnership with all departments who deal with exterior maintenance issues (Police, Engineering, Zoning, Forestry...also KDOT) as well as a combined ticketing, billing and collections system would seem to be in order.



CITY OF TOPEKA

CITY COUNCIL COMMITTEE MEETING MINUTES

PUBLIC HEALTH & SAFETY COMMITTEE

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: 785-368-3710
Fax: 785-368-3958
www.topeka.org

Date: November 8, 2021

Time: 10:30am

Location: ECR (3rd Floor City Hall) 215 SE 7th Street (virtual via Zoom as well)

Committee members present: Councilmembers Karen Hiller (Chair), Christina Valdivia-Alcalá, Neil Dobler

City staff present: City Manager Brent Trout, Chief of Staff Bill Cochran, Monique Glaudé (Director of Community Engagement & Ombudsman), Mike Haugen (Property Maintenance), LT Andy Beightel (Police), Chief Craig Duke (Fire)

1) Call to Order

Committee member Hiller called the meeting to order at 10:32am. Committee members and staff introduced themselves.

2) Approval of October 13, 2021 minutes

Committee member Dobler made a motion to approve the minutes. Committee member Valdivia-Alcalá seconded the motion. Minutes approved 3:0.

3) Digital Equity & Inclusion Partnership: Update & Administrative Policy Review

Scott Gowan, IT Director with Topeka Public Schools, provided an update on the work being done by the Digital Equity & Inclusion Partnership. Updates included:

- Digital Navigator and Technical Navigator Positions have been filled or are almost to that point. Monique Glaudé will be able to provide more information on that.
- The Policy Statement will be brought forward today with a request for approval by the Committee to move forward to the Governing Body. With Governing Body approval, this Policy Statement would serve as a guide for the two employees (Digital Navigator and Technical Navigator), as well as for any future activities that we can engage in as an organization of leaders throughout the community.

Chairwoman Hiller inquired if the group had asked each player what their organizations will be able to bring to the table with a request to adopt the same policy? The City has taken some leadership, however she did not feel that the full

responsibility should be on the City municipality to run. Mr. Gowan stated that question had not been presented, but noted he would take it to the group.

Committee member Hiller voiced concern that, throughout discussions in these meetings, a new utility is being created. At some point, a decision needs to be made as to who is responsible for it. At present time, Chairwoman Hiller did not feel comfortable with having the City remain in the lead role/responsibility for this utility.

Chairwoman Hiller noted that the Infrastructure Bill had recently been approved, and inquired if Mr. Gowan was ready to address what he was seeing in the new Bill? Mr. Gowan answered that he had been watching along the way, to see what was being included and excluded, but that at this point the Digital Equity & Inclusion Partnership team needs to get back together to help encourage the Digital Navigator to represent and do a referral process for. The FCC has a big role in the allowances and provisions with the Infrastructure Bill, and the group will be doing referrals, in that situation, to the FCC's program. Outside of that, we want to parse it out as a Committee and see the different pieces in play now that it has been enacted.

Committee member Valdivia-Alcalá noted she agreed with supporting the group with moving forward, but also shared the opinion of Chairwoman Hiller that the City of Topeka should not be the sole entity responsible for the program.

Community Engagement Director Monique Glaudé provided the following updates:

- Maria Anderson has been hired as the part-time Digital Navigator
- Sean Scozzare has been hired as the part-time Technical Navigator
- Although these positions have been filled, it will likely be January 2022 before the information and programs will begin being offered to the community.

Committee member Dobler inquired as to the next steps for moving forward with the administrative policy and the usual process that would occur. City Manager Brent Trout stated the document is a policy statement as to the position of the City as it relates to these items. It is a public-facing document. The steps would include having Staff vet the document, followed by Committee approval, and finally approval by the Governing Body.

City Manager Trout noted that this policy does not set broadband as a utility, but more provides the guiding principles that will operate under for the grant program and anything that is done in the future as it relates to dealing with broadband and providing technology availability.

Additional discussion has had to address concerns about moving the policy forward without taking the final lead in eventually creating a utility. City Manager Trout noted that a charge for service would be part of a creation of a utility, and that there was currently no intention to pursue that at this time. Chairwoman Hiller sought confirmation that the intention of this policy statement was not to become a utility, but that we are trying to make sure that the function is here. Committee member Dobler stated that although receiving similar policy statements from other entities, the current document being proposed for approval does not commit the City of Topeka to anything except what is written into the document presented. City Manager Trout stated that from a logistical standpoint, the Committee could approve the policy statement now, and the other individuals that have been, or would be, interested in partnering could be notified that the Governing Body would be voting on this item within a month and suggest they look into considering to do the same as well. He noted that the City has already taken the lead position, as the new staff hired are under the City's employment, however there are a lot of strong supporting characters, and he did not feel there would be anything to stop the group from moving forward. Mr. Gowan stated that a policy statement from each entity to establish how they are involved, and that the language would likely be similar although may not be exactly the same. Mr. Gowan felt now would be an appropriate time to move the current policy statement to the Governing Body for recommended approval, as the structures are already in place to move to those next steps. He also felt a statement to include language to the effect that the City is counting on their partners to encourage members of those to support the effort as well.

MOTION: Committee member Dobler made a motion to send the policy statement to the Governing Body with a recommendation for adoption, in January 2022. Committee member Dobler requested City administration seek policy statements from other organizations be presented by that time. Committee member Valdivia-Alcalá seconded. Following comments from Mr. Lazone Grays, Committee member Dobler amended the motion to bring the item to the December 21, 2021 Governing Body meeting rather than waiting until January. Motion as amended approved 3:0.

Mr. Gowan stated he would get the working group together again. He noted that this model was centered on a political entity and the model of the NDIA recommendations that had been provided previously. He noted the group could pull language from the model and draft some statements of support, which might be referendum in some organizations or policy in other organizations. There may be different ways of showing support depending on the organization.

Mr. Grays noted that, as a long-term member of the National Digital Inclusion Alliance, they have been putting on the wording and pressing legislation on the Digital Equity Act. This is part of the Infrastructure bill that was passed and awaiting signature. He had additional information about the broadband additional support for broadband benefit and digital equity act funding that would be expected in the act. As a first point, the digital equity adoption and offering of digital equity would for sure be part of the secured set of funds allocated toward digital inclusion for future monies. NDI had a direct thumbprint on the language put into the digital equity bill. Secondly, the capital projects funds under the ARPA funds is \$10B. Mr. Grays would like to see the City send a request to apply for funding for the Federal Capital Project funds, on our city's behalf. The deadline for that application is December 27, 2021. Mr. Grays stated he would be able to make the connections between pertinent parties if there were questions regarding the application. He referenced a 58 minute video link from the Treasury Department with additional information that he would send to the Committee members. This directly discusses funding digital hubs in facilities and other important pieces of the bill. Chairwoman Hiller inquired if there was anyone from the working group who was acting in an advocate capacity for the City to the State? Mr. Grays responded that the City and County has to make their own request. City Manager Trout noted that the SPARKS Committee at the state level would likely be who was applying for this funding.

Committee member Valdivia-Alcalá inquired if the City has to apply to the State to receive a portion of the municipal funding? Mr. Grays confirmed. Committee member Valdivia-Alcalá inquired if there was a way to utilize the State grant as a vehicle to set up the digital hubs, and then enhance it later? Mr. Grays stated there were some things the ARPA funds would work well for, but that there were some specific areas, such as digital connectivity technology projects, and multipurpose community facility projects which looks at physical facility spaces. Something like Lundgren Elementary would fall in line with this request. For us to have our facilities identified will be specific things that will need to be added.

Chairwoman Hiller noted that a community network could be just as much of having a senior center set up and to ensure that all of the parts will be working to help all of the community. City Manager Trout noted that once the working group had that information, they could send it to him for next steps, as it would not require approval by the Governing Body.

4) Changing the Culture of Property Maintenance

[All items discussed at this meeting will be available to view at:

<https://www.topeka.org/citycouncil/changing-the-culture-of-property-maintenance-public-input-meetings/>]

Chairwoman Hiller noted there were three pieces to be addressed. There is a slightly updated preliminary recommendation, with the idea being to come out of the public input sessions with the set of initiatives and revision of the recommendation ready to be approved by the Committee and moved to the Governing Body for approval.

a. Goal & Challenge Recommendation (video 46:15 minute mark)

City Manager Trout noted that he and staff had developed a definition of “substandard structure”. He noted it likely would not change any of the recommendation, but wanted to share it with the Committee. The brief description of “substandard” would include not having plumbing, or sanitary facilities operating. Without those functions, people should not be living in a house. Life safety issues would also be included. This definition sets a much higher bar than one single violation. While there may be thousands of houses with violations, adhering to this definition will reduce the number of true substandard houses/properties. Chairwoman Hiller expressed concerns that this definition was very similar to the current standards of “uninhabitable”. City Manager Trout felt the definitions were different enough, as someone may be able to live in a home but still need to mow the yard and fix a window.

Committee member Valdivia-Alcalá inquired if there would be any impact on lessening the amount of the houses/properties that receive citations? City Manager Trout stated it did not. There is a need for an agreed upon definition, or it will create more challenges. This definition would not need to be approved today, but will need to happen at some point in order to ensure that Property Maintenance Staff has the same expectation and

definition as the Governing Body. Chairwoman Hiller felt that the recommendation could move forward, but agreed that additional conversation would need to be had regarding the definition of “substandard”.

Chairwoman Hiller noted that if the Committee felt comfortable with moving forward to the Governing Body, the dates listed on the timeline could be kept. Committee member Dobler felt that moving forward with this document forward could allow for the partnerships to begin falling into place.

MOTION: Committee member Valdivia-Alcalá made a motion to move this document to the Governing Body, as a final recommendation from the Public Health & Safety Committee. Committee member Dobler seconded the motion. Motion passed 3:0.

b. Initiatives 2022-2025 (video :09:00 minute mark)

Chairwoman Hiller noted that there had been great attendance and input brought by community members during the course of the seven public input sessions and via email/online forms. From that information, Chairwoman Hiller and Committee member Valdivia-Alcalá created a consolidated document. City Manager Trout requested that some of the Community Engagement pieces to be prioritized, as the full list is extensive and there would be a lot of time involved.

MOTION: Committee member Valdivia-Alcala made a motion to move the Change the Culture of Property Maintenance initiatives proposal to the Governing Body for approval. Committee member Dobler seconded. Motion carries 3:0.

c. Karen Black Consultation Report (video 1:20:00 minute mark)

Committee member Valdivia-Alcalá reported that a video meeting had been held with Attorney Karen Black, Chairwoman Hiller, City Attorney Amanda Stanley, and herself. Ms. Black expressed appreciation for the extensive amount of work that had been done by the Committee, City Staff, and the public input sessions, and stated she was excited for the potential to come to Topeka to consult. Chairwoman Hiller noted similar sentiments. She noted that the work being done was possibly cutting edge on the forefront

of Topeka making these holistic community changes. City Manager Trout stated he would be willing to help with proceeding forward, with detailed parameters, to create an RFP with Ms. Black, but would need additional information from the Committee. He stated that this is not a long process, and that a draft could be created within a few weeks. A funding source would also have to be identified.

5) Other Items

None.

6) Set Next Meeting Date

Next meeting date TBD. Information will follow on the City of Topeka's Public Calendar.

7) Adjourn

Chairwoman Hiller adjourned the meeting at 12:03pm.

Meeting video can be viewed at: <https://youtu.be/fYy5cjTEwGo>

Change our Culture of Property Maintenance – City of Topeka 10/12/21 v.2

Draft Consolidation of Viable Suggestions from public input – 9/1-10/1/21

Add to Ptnr list:

To SNCO - Refuse, Appraiser
Development Services
Valeo, Topeka Rescue Mission, other nonprofits
To Private – Businesses, Others
Utilities

Check:

TOTO pricing
Social Service aid referral system – good enough?
Resource lists – good enough?
Confirm zoning is flex for all proposed uses and sitings – get Planning to ID any rejects/issues
Claims people have made re: City making people repaint colors
Policy on memorial removals
Whether signs could be placed in ROW or on private property alerting re: back taxes
Rationale for change from 5 or 7-year declining liens to 50% perpetual; staff time needed, collections
Research.. Would policy change to add mowing and nuisance abatement charges to water bills be possible, if passed? Same question, for Kansas, regarding assessing PMC fines, fees and/or abatement costs to the taxes of the home of the property owner? In-state? Out-of-state?
Forestry – Get information on their SOPs now, annual and/or targeted routines

Consolidated Innovative Ideas!!!

Policy changes

IPMC Language for vegetation (including trees, shrubs, vines....also natural and noxious); synch with Forestry section of TMC

Will need to include permits for overgrowth areas? All natural areas?

Will need to establish admin policy and procedures, interdepartmental links for phase-in and ongoing partnership (PMC, Forestry, utilities); needs to synch with Forestry

IPMC Language regarding window boards - painted

State/City Noxious weed legislation – need to identify a few more (per testimony and SNCO Extension)

State/City Amend or synch procedures to avoid requirement to abate vegetation writeups

Rehab license or at least permit eligibility – for handyman/rehabber/flipper/infill guys (not just homeowners)? – Review, vet with trades and create – City, Development Services

Permits for self-help work – adjustment to policy interpretation regarding people who have purchased properties to live in, but need to do work before they move in (currently, or at least recently, denied)

Admin changes/ Programs

Handyman/mowing list - City CE maintains single website (could be linked to alt source)

- Disclaimers, list all who request (and/or....set some guidelines for performance)

- Promote on Ch 4, NextDoor, Facebook, other media

- Include tips on how to negotiate, check references, keep records, pay; provide references

Resource list(s) - updated, updated annually

Social service referral list(s) – updated, updated annually

Youth or college student summer interns OR VIPS OR a volunteer corps

- Write-ups and processing of mowing, weeds, nuisance complaints

- Customer service training included

- Assign to individual inspector/zone

- Recruited by HR, managed by PMC

Hardware store/Home Improvement Center/Lumberyard/Rental businesses – Partnerships

- (Use private sector for prior Tool Library services; take advantage of private sector training videos and staff expertise; get neighbors used to the private sector)

- Coupons – could be donated by vendors or subsidized by City or donor

- Training programs – classes or videos already provided – City just promotes

Training regarding weeds vs. grasses vs. plants vs. shrubs and trees, good vs. noxious

- Identifying

- Eradication

- Stump killers

- For residents and for staff

- Shawnee County Extension would do

- Collaboration on methods and materials – Forestry, Utilities, volunteers, education programs

Property Maintenance Code Process - Study Group 2022, Implement 4th Qtr 2022 – appointed by and reporting to Public Health and Safety Committee, with assistance of City Manager and staff

Complimentary, Door-hanger or other pre-notice alert/inspection

(consider even a year out, especially for paint blitz or other intense drives...in these early years where they are still needed)

Add a process where people can register their properties if they are working on them?

Referral line or two in each letter in Spanish for Spanish speakers to get translation and other assistance

Letter language – look at again, different tone?

Notice content

Review what time frames are given and to whom, consider any changes

Mailing – who to, standard or certified Consider always standard first, certified second

Extensions – who, when, how many; allow better, even over years, without going to a judge?

Admin hearings

Court – should be for extreme cases only?

Explore the criminal and admin options all the way – how and when fines and fees are assessed now, how they should be; issues of court costs assessed or waived

Reassess fees

Issues of transfers of notices and fees when there is a sale or transfer, keeping cases open

Issues of equal treatment of repeat and new

How do they linger? Possible to tighten timelines?

Penner case study

Lindemuth case study

Address issue of fines for sequential and multiple violations, same owner – also increase per each 30 days unpaid, where workout is not in place? Check whether any examples of where perpetually blighted property can be taken, even if taxes are paid

Possible to treat all owners the same – residential, other; local owner, out of town

Affirmative, not by complaint...how can we get there

Explore liens being put on owner's property

Resolve posting so that cases are not closed and remain in the public listing after advancing to court

Require 2-sentence explanations whenever cases are closed

Consider redefining “substandard” for the purposes of citywide assessment

Billing system – apparently no second notices are sent, and the notices themselves do not have the case numbers on them in order to match up through the electronic billing system. Further, departments other than Property Maintenance could benefit from a billing system. Recommend setting shared databases and joint billing system. (i.e. PMC, Sidewalks, Forestry)

Navigator role for Community Engagement – Help people connect with resources or offer resources that can help

Promote older and less expensive neighborhoods (as well as the high-end ones) in City promotions, HR department about housing options and incentives to live here – City, corporate HR, Greater Topeka Partnership

Convene small investors round-table – have them talk about their interests and opportunities – barriers – start 1st Qtr 2022, have recommendations in place and researched by 2nd Qtr 2022 Development Services, reporting to Public Health and Safety Committee

Vacant properties list – for infill, gardens and so on – City keeps a list keeps it public, Navigators assist (or perhaps volunteer or paid realtor or volunteer realtor team), to promote redevelopment (possibly could suffice for what people are looking for with Land Bank idea without the all of the program structure and City responsibility to mow and maintain and loss of tax revenue)

Junk cars – Now that we have unlimited tow/storage space.. get PD/Community Policing and Property Maintenance synched up....work with individuals and neighborhoods and get a simple, quick system going, once and for all

Retail Parking Lots – include them in enforcement and in innovative encouragements to owners and managers to keep clean – Recognition? Contests? Public lists of ratings, shared with corporate?

KDOT – MUST mow at an agreed level, or contract with someone locally to handle

Sustain zone-based community policing and code enforcement, and partnership

Fully activate junk car enforcement

Tight policing partnership critical

Set baseline data?

Homeowner/tenant/vacant occupancy Local, local-related or out-of-town unrelated owner

Type of violation related to ownership Interesting...important?

Define substandard in relation to the dataset

Who owes the unpaid fines? Including how many are deceased owners

Community initiatives

Youth summer job mowing program

RFP to non-profit or for-profit

\$\$ and work experience for youth

Youth learn how to mow, trim...operate and maintain equipment

[Youth will then have mowing skills as adults; also can become entrepreneurs and/or great volunteers/neighbors]

Establish standard fees for direct pay and City pay; require prepay for direct pay

Educate the public and code violators about difference between direct pay and write-ups
Set up to be self-sufficient; City could guarantee first year, based on performance/demand

Mowing/vegetation control –

Civic, youth (maybe scouts), business or church groups
Add needy properties to their mowing contracts
Donate to the program directly or via the Housing Trust Fund to “adopt” a certain number of Persons/properties per year

Neighborhoods/blocks

Neighborhood mowers – kids, adults looking for income; matched with those in need
Volunteer mowers – neighbors or others who mow and trim regularly as volunteers
Possible city supply neighborhood shared mowers – if electric, maybe reimburse caretaker for electricity at end of each year

Homeless/Community Service paid crews – could be similar program to Youth above? Or gift cards Or credit toward financial goals

If private contractor for mowing, perhaps master contract to get better pricing, less admin time

Volunteer maintenance advisor corps – recruited and maintained by City CE staff or third party

Dumping cleanup crews – Local people who need to do public service hours for alternative sentencing? Paid work for noncustodial parents who are behind in child support? Get a weekly supervised schedule going? Has been suggested for homeless before as well. People could work off property maintenance code violation debt? Could allow all to be eligible for more support services and help them reintegrate into the community. City could prepare legal release from property owners, with declaration that they have no connection with source, for this purpose.

Dumping ease for dumpees, neighborhoods – Provide a process (photo documentation, for instance), requirement that the work be volunteer, County comps or City pays for dump fees....or some other process that would encourage and reward volunteer cleanups

Hoarding – Ramp up Valeo case manager program for hoarders – 1 hours per week to manage possessions? Training and methods for CIT team and others, training and support for individual hoarders and their support people

Master vegetation abatement campaign

CRITICAL that there be a future maintenance plan and that property residents are involved optimally (personally or with representative family/friends) in campaign

Youth groups

Adult groups

Church groups

Neighborhoods

Landscapers

Communitywide Cleanup Events - all-community? Build up/build out through the National Night Out network?

Vacant Property securement – offer up via RFP as a volunteer program for church groups, civic groups, and so on – City provides any materials (maybe even a gas allowance?)

Tax sales – have more – get more properties through - Shawnee County

Have plans for the properties as they come through

Possibly a program of publishing the lists annually or more often; even posting signs on the property of owner's name, how much taxes are due, maybe also how close to sale eligibility, if not sanctioned publicly, could occur unsanctioned

Education programs

Landlords...lease issues...best practices for handling mowing and cleanup responsibilities

Neighborhood Revitalization Program – tax rebates for infill or substantial improvements

Dumpster and recycling locations (dumpsters like Chesney Park's weekly, others that develop)

Lighting programs

Set community standard (blight results from community tolerance)

Zoning and permit flexibilities

Small businesses/entrepreneurs – how to bid

Homeowners how to assess quality of bidders ,how to check references

Leadership training Also ongoing support

Watching out for neighbors/crime prevention

Neighborhood Watch (Safe Streets)

Rental Property Screening and Safety (Safe Streets, HCCI)

Speaking to people...first (Safe Streets, Police and/or Community Engagement)

CPTED Crime Prevention through Environmental Design (Police)

Probate/how to settle property ownership (local attorney)

Disposal options for items and hazmats

How to use existing trash programs for moveouts and dumping

Maintenance of trees

Neighborhood organization building

ID liaisons for Code, Policing

Organizing training; membership growth and retention; goal setting skills

Toxic charity (for Police, Community Engagement and other staff as well as residents)

Homeownership programs; downpayment, credit and homeownership readiness

Programs like SeeClickFix for reporting things

How to refer a property to the tax sale; how the tax sales work

Competitive grants available for beautification, parks, environmental, housing and neighborhoods – public, private, large, small

Burn permit rules

Community resources and referrals

Historic Preservation

Low-interest lending agencies and homeowner/property owner programs

Mowing, trimming and site cleanup for rental houses

Higher rent, landlords of houses responsible for more?

Mowing and lawn maintenance as a credit rather than duty

Yard cleanup – possibly same

Residential and Commercial Sales Research ways to track or influence residential and commercial sales...in advance in order to avert problem purchases and/or assert community standards immediately?

Neighborhood contests – Appearance? Improvement? Streets? Alleys? Yards? Exteriors?

Awards

By Health Map class?

Affordable Housing Trust Fund

Goals for programs and private fundraising set

Fundraisers agreed

GO!!

Followup meeting in Sept 2022 – all 7 sites?

Year 2, or later

Reinstate the Neighborhood Enhancement program (and/or neighborhood homeowner and landlord input on what property owners really need vs. what is available)

New version of \$1 House program? Use Pre-tax sale law that exists already for City to acquire and turn over, likely via a nonprofit, to a buyer who is prepared to rehab fully with their own funds

Fruit orchards, native plant gardens

Publish IPMC violators?

Sustainability options

Citywide dumpster program 2x per year (alternative to neighborhood by neighborhood) –include tires, hazmats, paint, light bulbs and so on as well (Year 2 to give CAC time to approve)

Convenient access to hazmat disposal (tie in with the dumpster program? Advertise with the others?)

Dumpsters (for landlords or tenants) half price for moveouts?

Limb pickup after storms – always do – City, County and/or partners

Incentives/cash rewards for trash pickups – sponsored, perhaps – kids and low-income inspired to pick up to earn a little cash?

\$1 per tire? \$0.25 per pound of glass or aluminum?

Weekly trash pickups (and corresponding visits) for homeless? “Sunday check-in” volunteers?

Consider non-boarding, with working windows and secure doors, as an alternative to boarding.

Tree trimming and removal program for private property

Cost assistance for low-income, perhaps similar to 50-50 sidewalk program

Provide list of approved providers (see recommendation above for overall listings)

Alternate suggestion of progressive trimming program, maybe 2 limbs at a time, so it would cost maybe \$20 per visit instead of \$500

Maybe a landscaper assistance program?

Explore possible building trades practice projects for low-income home owners in partnership with Washburn Tech, Washburn Tech East and possibly high school programs

Readdress vacant property registration program. Consider deteriorated or neglected vs. just being vacant.

Incentives for infill home builders? (In addition to NRP; consider adding vacant lots outside target for NRP for development or come up with a program just for that?)

Consider ongoing property maintenance oversight committee – 1- 2 council members, property owners, renters, landlords, diverse by age, income, race/culture, parts of city

Neighborhood-specific

North Topeka East – meeting with Rescue Mission re: interactions with guests

Most neighborhoods – community policing



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Councilmember Karen Hiller, PHS Committee Chair
DOCUMENT #:
SECOND PARTY/SUBJECT: City of Topeka Digital Equity and Inclusion Policy
PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the recommendation by the Public Health and Safety Committee to approve a **City of Topeka Digital Equity and Inclusion Statement of Commitment.** (*The PHS Committee recommended approval by a vote of 3-0-0 on November 8, 2021.*)

VOTING REQUIREMENTS:

Discussion only. No action required by the Governing Body.

POLICY ISSUE:

Whether to approve the proposed Statement of Commitment to be part of a coordinated community-wide effort to ensure all residents and neighborhoods have the information technology capacity needed for civic and cultural participation, employment, lifelong learning, and access to other essential health and human services. Collaborators would include education, health, community and business partners on intentional strategies and investments to create opportunities and to reduce and eliminate historical barriers to technology access and use. Initiative would include digital equity, smart cities and other equity and justice work.

STAFF RECOMMENDATION:

Discussion only. Approval of the Statement of Commitment will be considered at the December 21, 2021, Governing Body meeting.

BACKGROUND:

A working group of stakeholders was formed by Councilmember Dobler when the issue was first introduced to the

Public Health and Safety Committee at the August 17, 2020 meeting. That group has collaborated on programming and community assistance initiatives, and has reported regularly to the Public Health and Safety Committee since that time.

Following several discussions by the Public Health and Safety Committee, the Committee is recommending the City of Topeka approve a Digital Equity and Inclusion Statement of Commitment.

Establishment of Digital Equity and Inclusion efforts help ensure all individuals and communities, including historically underserved populations have access to, and use of, Information and Communication Technologies (ICTs) that are affordable, accessible and technologically sufficient. The City of Topeka will actively participate with other community partners in implementation of the following activities.

1. Provide sufficient options for affordable and available Internet connectivity and digital education to maximize public access for historically underserved residents and communities.
2. Partner with government, health and community organizations, libraries, schools (PreK-12 and higher education), and businesses to seek grant funding, build resources, maximize investments, and employ best practices in digital inclusion.
3. Create and deliver educational opportunities for residents to gain technology skills necessary to be successful in employment, entrepreneurship and technology leadership, lifelong learning, civic engagement, and use of other essential online health and human services.
4. Implement "Lifeline broadband" programs aimed at reducing the price of commercial home broadband service for lower income consumers. Making home broadband more affordable in general, and creating or preserving very affordable options for low-income households.
5. Provide "Smart Community" initiatives, aimed at using networked technologies and data to transform city service delivery, transportation, economic development, governance and civic participation.

BUDGETARY IMPACT:

The is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

PHS Committee Report - November 8, 2021

Proposed City of Topeka Digital Equity and Inclusion Statement of Commitment (November 8, 2021)

Public Health and Safety Committee Meeting Minutes (DRAF) - November 8, 2021

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee:	Public Health and Safety
Title:	DISCUSSION ITEM introduced by the Public Health & Safety Committee as a recommendation for approval by the Governing Body.
Date referred from Council meeting:	NA
Date referred from Committee:	November 8, 2021
Committee Action:	Motion to send the Digital Equity & Inclusion Policy Statement to the Governing Body with a recommendation for adoption in January 2022.
Comments:	Committee member Dobler requested the City Administration seek policy statements from other organizations be presented by time of approval.
Amendments:	Mr. Lazone Grays noted that the application deadline for the Capital Projects Funds, is December 27, 2021 and suggested moving the date for the item going before the Governing Body to December 2021. Committee member Dobler made an amendment to his original motion, to move the item to the December 21, 2021 Governing Body for adoption. Committee member Valdivia-Alcalá seconded the motion as amended. Amended motion approved 3:0.
Members of Committee:	Councilmembers Karen Hiller (Chair), Christina Valdivia-Alcalá and Neil Dobler.
Agenda Date Requested:	December 21, 2021

City of Topeka

Digital Equity & Inclusion

Statement of Commitment

PURPOSE

To ensure all residents and neighborhoods have the information technology capacity needed for civic and cultural participation, employment, lifelong learning, and access to other essential health and human services. To collaborate with education, health, community and business partners on intentional strategies and investments to create opportunities and to reduce and eliminate historical barriers to technology access and use. To connect digital equity to smart cities and to other equity & justice work.

ELIGIBILITY

Residents of underserved communities, or populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, to include 1) persons of color; persons with disabilities; and persons otherwise adversely affected by persistent poverty or inequality; 2) persons who reside within a low-moderate income (LMI) area as determined by Census data that is compiled by the U.S. Department of Housing and Urban Development (HUD) and 3) persons with income less than 80% of the Topeka area median income as currently determined by HUD.

ACTIVITY

The following acts are to be completed for the establishment of Digital Equity & Inclusion efforts that ensure that all individuals and communities, including historically underserved populations, have access to and use of Information and Communication Technologies (ICTs) that are affordable, accessible, and technologically sufficient.

The City of Topeka will actively participate with other community partners in implementation of the following activities.

1. Provide sufficient options for affordable and available Internet connectivity and digital education to maximize public access for historically underserved residents and communities.

2. Partner with government, health and community organizations, libraries, schools (PreK-12 and higher education), and businesses to seek grant funding, build resources, maximize investments, and employ best practices in digital inclusion.
3. Create and deliver educational opportunities for residents to gain technology skills necessary to be successful in employment, entrepreneurship and technology leadership, lifelong learning, civic engagement, and use of other essential online health and human services .
4. Implement “Lifeline broadband” programs aimed at reducing the price of commercial home broadband service for lower income consumers. Making home broadband more affordable in general, and creating or preserving very affordable options for low-income households.
5. Provide “Smart Community” initiatives, aimed at using networked technologies and data to transform city service delivery, transportation, economic development, governance and civic participation.

EFFECTIVE DATE

This Statement of Commitment shall become effective as of the date below, and will continue until changed by the Governing Body of the City of Topeka.

Name and title of signature

Date



CITY OF TOPEKA

CITY COUNCIL COMMITTEE MEETING MINUTES

PUBLIC HEALTH & SAFETY COMMITTEE

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: 785-368-3710
Fax: 785-368-3958
www.topeka.org

Date: November 8, 2021

Time: 10:30am

Location: ECR (3rd Floor City Hall) 215 SE 7th Street (virtual via Zoom as well)

Committee members present: Councilmembers Karen Hiller (Chair), Christina Valdivia-Alcalá, Neil Dobler

City staff present: City Manager Brent Trout, Chief of Staff Bill Cochran, Monique Glaudé (Director of Community Engagement & Ombudsman), Mike Haugen (Property Maintenance), LT Andy Beightel (Police), Chief Craig Duke (Fire)

1) Call to Order

Committee member Hiller called the meeting to order at 10:32am. Committee members and staff introduced themselves.

2) Approval of October 13, 2021 minutes

Committee member Dobler made a motion to approve the minutes. Committee member Valdivia-Alcalá seconded the motion. Minutes approved 3:0.

3) Digital Equity & Inclusion Partnership: Update & Administrative Policy Review

Scott Gowan, IT Director with Topeka Public Schools, provided an update on the work being done by the Digital Equity & Inclusion Partnership. Updates included:

- Digital Navigator and Technical Navigator Positions have been filled or are almost to that point. Monique Glaudé will be able to provide more information on that.
- The Policy Statement will be brought forward today with a request for approval by the Committee to move forward to the Governing Body. With Governing Body approval, this Policy Statement would serve as a guide for the two employees (Digital Navigator and Technical Navigator), as well as for any future activities that we can engage in as an organization of leaders throughout the community.

Chairwoman Hiller inquired if the group had asked each player what their organizations will be able to bring to the table with a request to adopt the same policy? The City has taken some leadership, however she did not feel that the full

responsibility should be on the City municipality to run. Mr. Gowan stated that question had not been presented, but noted he would take it to the group.

Committee member Hiller voiced concern that, throughout discussions in these meetings, a new utility is being created. At some point, a decision needs to be made as to who is responsible for it. At present time, Chairwoman Hiller did not feel comfortable with having the City remain in the lead role/responsibility for this utility.

Chairwoman Hiller noted that the Infrastructure Bill had recently been approved, and inquired if Mr. Gowan was ready to address what he was seeing in the new Bill? Mr. Gowan answered that he had been watching along the way, to see what was being included and excluded, but that at this point the Digital Equity & Inclusion Partnership team needs to get back together to help encourage the Digital Navigator to represent and do a referral process for. The FCC has a big role in the allowances and provisions with the Infrastructure Bill, and the group will be doing referrals, in that situation, to the FCC's program. Outside of that, we want to parse it out as a Committee and see the different pieces in play now that it has been enacted.

Committee member Valdivia-Alcalá noted she agreed with supporting the group with moving forward, but also shared the opinion of Chairwoman Hiller that the City of Topeka should not be the sole entity responsible for the program.

Community Engagement Director Monique Glaudé provided the following updates:

- Maria Anderson has been hired as the part-time Digital Navigator
- Sean Scozzare has been hired as the part-time Technical Navigator
- Although these positions have been filled, it will likely be January 2022 before the information and programs will begin being offered to the community.

Committee member Dobler inquired as to the next steps for moving forward with the administrative policy and the usual process that would occur. City Manager Brent Trout stated the document is a policy statement as to the position of the City as it relates to these items. It is a public-facing document. The steps would include having Staff vet the document, followed by Committee approval, and finally approval by the Governing Body.

City Manager Trout noted that this policy does not set broadband as a utility, but more provides the guiding principles that will operate under for the grant program and anything that is done in the future as it relates to dealing with broadband and providing technology availability.

Additional discussion has had to address concerns about moving the policy forward without taking the final lead in eventually creating a utility. City Manager Trout noted that a charge for service would be part of a creation of a utility, and that there was currently no intention to pursue that at this time. Chairwoman Hiller sought confirmation that the intention of this policy statement was not to become a utility, but that we are trying to make sure that the function is here. Committee member Dobler stated that although receiving similar policy statements from other entities, the current document being proposed for approval does not commit the City of Topeka to anything except what is written into the document presented. City Manager Trout stated that from a logistical standpoint, the Committee could approve the policy statement now, and the other individuals that have been, or would be, interested in partnering could be notified that the Governing Body would be voting on this item within a month and suggest they look into considering to do the same as well. He noted that the City has already taken the lead position, as the new staff hired are under the City's employment, however there are a lot of strong supporting characters, and he did not feel there would be anything to stop the group from moving forward. Mr. Gowan stated that a policy statement from each entity to establish how they are involved, and that the language would likely be similar although may not be exactly the same. Mr. Gowan felt now would be an appropriate time to move the current policy statement to the Governing Body for recommended approval, as the structures are already in place to move to those next steps. He also felt a statement to include language to the effect that the City is counting on their partners to encourage members of those to support the effort as well.

MOTION: Committee member Dobler made a motion to send the policy statement to the Governing Body with a recommendation for adoption, in January 2022. Committee member Dobler requested City administration seek policy statements from other organizations be presented by that time. Committee member Valdivia-Alcalá seconded. Following comments from Mr. Lazone Grays, Committee member Dobler amended the motion to bring the item to the December 21, 2021 Governing Body meeting rather than waiting until January. Motion as amended approved 3:0.

Mr. Gowan stated he would get the working group together again. He noted that this model was centered on a political entity and the model of the NDIA recommendations that had been provided previously. He noted the group could pull language from the model and draft some statements of support, which might be referendum in some organizations or policy in other organizations. There may be different ways of showing support depending on the organization.

Mr. Grays noted that, as a long-term member of the National Digital Inclusion Alliance, they have been putting on the wording and pressing legislation on the Digital Equity Act. This is part of the Infrastructure bill that was passed and awaiting signature. He had additional information about the broadband additional support for broadband benefit and digital equity act funding that would be expected in the act. As a first point, the digital equity adoption and offering of digital equity would for sure be part of the secured set of funds allocated toward digital inclusion for future monies. NDI had a direct thumbprint on the language put into the digital equity bill. Secondly, the capital projects funds under the ARPA funds is \$10B. Mr. Grays would like to see the City send a request to apply for funding for the Federal Capital Project funds, on our city's behalf. The deadline for that application is December 27, 2021. Mr. Grays stated he would be able to make the connections between pertinent parties if there were questions regarding the application. He referenced a 58 minute video link from the Treasury Department with additional information that he would send to the Committee members. This directly discusses funding digital hubs in facilities and other important pieces of the bill. Chairwoman Hiller inquired if there was anyone from the working group who was acting in an advocate capacity for the City to the State? Mr. Grays responded that the City and County has to make their own request. City Manager Trout noted that the SPARKS Committee at the state level would likely be who was applying for this funding.

Committee member Valdivia-Alcalá inquired if the City has to apply to the State to receive a portion of the municipal funding? Mr. Grays confirmed. Committee member Valdivia-Alcalá inquired if there was a way to utilize the State grant as a vehicle to set up the digital hubs, and then enhance it later? Mr. Grays stated there were some things the ARPA funds would work well for, but that there were some specific areas, such as digital connectivity technology projects, and multipurpose community facility projects which looks at physical facility spaces. Something like Lundgren Elementary would fall in line with this request. For us to have our facilities identified will be specific things that will need to be added.

Chairwoman Hiller noted that a community network could be just as much of having a senior center set up and to ensure that all of the parts will be working to help all of the community. City Manager Trout noted that once the working group had that information, they could send it to him for next steps, as it would not require approval by the Governing Body.

4) Changing the Culture of Property Maintenance

[All items discussed at this meeting will be available to view at:

<https://www.topeka.org/citycouncil/changing-the-culture-of-property-maintenance-public-input-meetings/>]

Chairwoman Hiller noted there were three pieces to be addressed. There is a slightly updated preliminary recommendation, with the idea being to come out of the public input sessions with the set of initiatives and revision of the recommendation ready to be approved by the Committee and moved to the Governing Body for approval.

a. Goal & Challenge Recommendation (video 46:15 minute mark)

City Manager Trout noted that he and staff had developed a definition of “substandard structure”. He noted it likely would not change any of the recommendation, but wanted to share it with the Committee. The brief description of “substandard” would include not having plumbing, or sanitary facilities operating. Without those functions, people should not be living in a house. Life safety issues would also be included. This definition sets a much higher bar than one single violation. While there may be thousands of houses with violations, adhering to this definition will reduce the number of true substandard houses/properties. Chairwoman Hiller expressed concerns that this definition was very similar to the current standards of “uninhabitable”. City Manager Trout felt the definitions were different enough, as someone may be able to live in a home but still need to mow the yard and fix a window.

Committee member Valdivia-Alcalá inquired if there would be any impact on lessening the amount of the houses/properties that receive citations? City Manager Trout stated it did not. There is a need for an agreed upon definition, or it will create more challenges. This definition would not need to be approved today, but will need to happen at some point in order to ensure that Property Maintenance Staff has the same expectation and

definition as the Governing Body. Chairwoman Hiller felt that the recommendation could move forward, but agreed that additional conversation would need to be had regarding the definition of “substandard”.

Chairwoman Hiller noted that if the Committee felt comfortable with moving forward to the Governing Body, the dates listed on the timeline could be kept. Committee member Dobler felt that moving forward with this document forward could allow for the partnerships to begin falling into place.

MOTION: Committee member Valdivia-Alcalá made a motion to move this document to the Governing Body, as a final recommendation from the Public Health & Safety Committee. Committee member Dobler seconded the motion. Motion passed 3:0.

b. Initiatives 2022-2025 (video :09:00 minute mark)

Chairwoman Hiller noted that there had been great attendance and input brought by community members during the course of the seven public input sessions and via email/online forms. From that information, Chairwoman Hiller and Committee member Valdivia-Alcalá created a consolidated document. City Manager Trout requested that some of the Community Engagement pieces to be prioritized, as the full list is extensive and there would be a lot of time involved.

MOTION: Committee member Valdivia-Alcala made a motion to move the Change the Culture of Property Maintenance initiatives proposal to the Governing Body for approval. Committee member Dobler seconded. Motion carries 3:0.

c. Karen Black Consultation Report (video 1:20:00 minute mark)

Committee member Valdivia-Alcalá reported that a video meeting had been held with Attorney Karen Black, Chairwoman Hiller, City Attorney Amanda Stanley, and herself. Ms. Black expressed appreciation for the extensive amount of work that had been done by the Committee, City Staff, and the public input sessions, and stated she was excited for the potential to come to Topeka to consult. Chairwoman Hiller noted similar sentiments. She noted that the work being done was possibly cutting edge on the forefront

of Topeka making these holistic community changes. City Manager Trout stated he would be willing to help with proceeding forward, with detailed parameters, to create an RFP with Ms. Black, but would need additional information from the Committee. He stated that this is not a long process, and that a draft could be created within a few weeks. A funding source would also have to be identified.

5) Other Items

None.

6) Set Next Meeting Date

Next meeting date TBD. Information will follow on the City of Topeka's Public Calendar.

7) Adjourn

Chairwoman Hiller adjourned the meeting at 12:03pm.

Meeting video can be viewed at: <https://youtu.be/fYy5cjTEwGo>



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Amanda Stanley **DOCUMENT #:**
SECOND PARTY/SUBJECT: Compulsory Retirement **PROJECT #:**
- TMC Chapters 2.30
and 2.35
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 002 Administration
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION concerning compulsory retirement, amending Chapters 2.30 and 2.35 of the Topeka Municipal Code.

(The proposed ordinance only reinstates compulsory retirement and does not make any other changes.)

VOTING REQUIREMENTS:

Discussion only. At least five (5) votes of the City Council is required when considered on December 21, 2021. The Mayor does not vote. The proposed ordinance involves a matter of home rule on which the Mayor has veto authority.

POLICY ISSUE:

Whether to amend Topeka Municipal Code Chapters 2.30 and 2.35 to require compulsory retirement for the Fire and Police Departments.

STAFF RECOMMENDATION:

Discussion only. Staff recommends the City Council move to adopt the ordinance when considered on December 21, 2021.

BACKGROUND:

When the comprehensive personnel revisions were submitted for Governing Body approval in September 2019, it was recommended that Chapter 2.140 (entitled "Benefits") be repealed in its entirety. Article IV (entitled "Police and Fire Pension Funds") was part of that chapter. After this occurred; however, it was determined that Section 2.140.280, entitled "Compulsory Retirement" should have been retained due to the fact that the ADEA requires this language to be a "local law" -- which means it needed to be included in the TMC versus the Personnel

Manual in order to be relied upon.

Upon recognizing this error, city staff brought an ordinance to the Governing Body for its consideration reinstating compulsory retirement as well as cleaning up other related TMC provisions in March of 2021. On April 6, 2021, Councilmember Naeger moved to adopt the ordinance. The motion seconded by Councilmember Padilla failed. Councilmembers Hiller, Duncan, Valdivia-Alcala and Emerson voted “no.” (4-4-0)
The ordinance being introduced at the request of Councilmember Dobler only reinstates compulsory retirement and does not make any other changes. The proposed ordinance has been reviewed by Fire and Police Management, the FOP, and the Fire Union.

BUDGETARY IMPACT:

No immediate fiscal impact is anticipated.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by Councilmember Neil Dobler, concerning compulsory
6 retirement, amending Chapters 2.30 and 2.35 of the Topeka
7 Municipal Code.

8
9 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

10 Section 1. That the Code of the City of Topeka, Kanas is hereby amended by
11 adding a section, to be numbered 2.30.040, which said section reads as follows:

12 **Compulsory Retirement.**

13 All sworn employees of the Fire Department, excepting the Chief of such
14 department, shall be retired from employment in the department no later than the last
15 day of the quarter within which they attain the age of sixty (60) years, except that any
16 current employees of the department who attained the age of sixty (60) years between
17 September 18, 2019 and June 30, 2022 shall have until September 30, 2022 to retire.

18 Section 2. That the Code of the City of Topeka, Kansas is hereby amended by
19 adding a section, to be numbered 2.35.040, which said section reads as follows:

20 **Compulsory Retirement.**

21 All sworn employees of the Police Department, excepting the Chief of such
22 department, shall be retired from employment in the department no later than the last
23 day of the quarter within which they attain the age of sixty-seven (67) years, except that
24 any current employees of the department who attained the age of sixty-seven (67) years
25 between September 18, 2019 and June 30, 2022 shall have until September 30, 2022
26 to retire.

27 Section 3. This ordinance shall take effect and be in force from and after its
28 passage, approval and publication in the official City newspaper.

Section 4. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 5. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: Stephen Wade, **DOCUMENT #:**
Administrative and
Financial Services
Director
SECOND PARTY/SUBJECT: City of Topeka Year-end **PROJECT #:**
Expenditures
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION of potential year-end expenditures due to the estimated \$3.5 million of General Fund savings experienced during the 2021 Fiscal Year.

(The recommended expenditures are due to General Fund savings experienced during FY 2021.)

VOTING REQUIREMENTS:

Discussion only. At least six (6) votes of the Governing Body is required for approval when considered.

POLICY ISSUE:

Whether or not to consider the list of recommended expenditures not to exceed \$3.5 million due to General Fund savings experienced during FY 2021.

STAFF RECOMMENDATION:

Staff is recommending Governing Body consideration of requested expenditures up to a limit of \$3.5 million.

BACKGROUND:

The City is expected to save \$3.5 million in budgeted FY 2021 expenses. The attached list of recommended expenditures (not to exceed \$3.5 million) is allowable under the approved FY 2021 budget.

Total FY 2021 General Fund expenditures cannot exceed \$96,166,940.

BUDGETARY IMPACT:

There is no adverse impact to the FY 2021 City of Topeka Budget.

SOURCE OF FUNDING:

General Fund (\$3.5 million)

ATTACHMENTS:

Description

Proposed Year-end Expenditures (Fiscal Year 2021)

Proposed Resolution

Proposed Year-end Expenditures

(Fiscal Year 2021)

Expenditure	Amount	Notes
AED Units	215,000	Units are expiring in Feb
Demolition	325,000	
Menniger Tower	400,000	Affordable housing initiative
HVAC, City Hall	1,500,000	Life safety issue; combined with \$2 million in remaining CARES funds
Patch Truck	200,000	Emergency replacement
Code Consultant	82,000	Changing the Culture of Property Maintenance
Infill Sidewalks	400,000	Reduces bonding amount
Huntoon/Arvonía	357,000	Reduces bonding amount
	<u>3,479,000</u>	

Alternate Options

FleetTrans Ops	1,400,000
Knuckle Boom Trucks	320,000
FIRM (Other)	1,500,000

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by City Manager Brent Trout, authorizing the use of
4 excess funds from the General Fund balance.

5
6 WHEREAS, Resolution No. 8824 establishes a policy for reserve balances that
7 requires Governing Body authorization to use; and

8 WHEREAS, an excess balance in the General Fund may be used for the following
9 items:

- 10 • One-time expenditures that do not increase recurring operating costs that
11 cannot be funded through current revenues.
12 • Establishment of or increase in reserves for risk management programs,
13 equipment replacement, capital projects, emergencies, or disaster recovery.
14 • Debt reduction
15 • Fund accrued liabilities
16 • Increase balance of reserve levels if a future draw down could occur

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

19 1. There is an excess balance from 2021 in the General Fund in the amount of
20 \$3,479,000.

21 2. Pursuant to Resolution No. 8824, the Governing Body authorizes the
22 following uses for this excess amount:

23	Project Name	Allocation amount
24	AED Units	\$215,000
25	Demolition	\$325,000
26	Menninger Tower	\$400,000
27	HVAC, City Hall	\$1,500,000
28	Patch Truck	\$200,000
29	Code consultant	\$82,000
30	Infill sidewalks	\$400,000
31	Huntoon/Arvonia	\$357,000
32	Total	\$3,479,000
33		

3. All of the above-referenced uses of excess unreserved fund balances meet one or more of the conditions stated in Resolution No. 8824.

ADOPTED and APPROVED by the Governing Body _____.

CITY OF TOPEKA, KANSAS

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk



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December 14, 2021

DATE: December 14, 2021
CONTACT PERSON: DOCUMENT #:
SECOND PARTY/SUBJECT: Public Comment PROJECT #:
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:
PUBLIC COMMENT PROTOCOL
VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

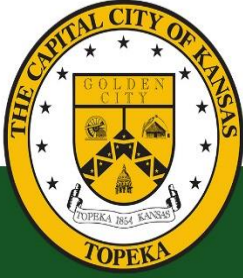
BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Zoom Meeting Protocol - Public Comment
Procedures for Addressing the Governing Body



CITY OF TOPEKA

City Clerk
City Hall, 215 SE 7th Street, Room 166
Topeka, KS 66603
www.topeka.org

Brenda Younger, M.M.C.
785-368-3940
Email: byounger@topeka.org

Zoom Meeting Protocol Public Comment

- 1) Make sure your **Zoom name, email and/or phone number** matches what was submitted to the City Clerk when you signed up for public comment. **Any misnamed or unauthorized users will not be admitted to Zoom.**
- 2) Please keep your **mic muted** and your **camera off** until you are called by the Mayor to give your comment.
- 3) If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at cclerk@topeka.org or 215 SE 7th Street, Room 166, Topeka, KS 66603 for attachment to the minutes.
- 4) If you break any of the public comment rules, you will receive one warning from the Mayor. If you continue any prohibited behavior, you will be removed from the Zoom meeting room and will not be allowed to rejoin.
- 5) Public comment is limited to four minutes. You may receive an extension at the discretion of the Governing Body. The timer will be visible to you in the 'City of Topeka Admin' window on the Zoom app. Call-in users will hear one beep when a minute is remaining and then another beep when time has expired.
- 6) Please **do not share the Zoom login information** with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

PROCEDURES for Addressing the Governing Body

In accordance with Governing Body Rules, the following protocols for public comment apply.

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.
- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.
- The following behavior will not be tolerated from any speaker:
 - Uttering fighting words
 - Slander
 - Speeches invasive of the privacy of individuals (no mention of names)
 - Unreasonably loud speech
 - Repetitious speech or debate
 - Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding officer (Mayor). If the behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.