



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

Governing Body Agenda

December 19, 2023
6:00 PM

Mayor: Michael A. Padilla

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	Michelle Hoferer	District No. 9
Brett D. Kell	District No. 5		

Interim City Manager: Richard U. Nienstedt

Addressing the Governing Body: Public comment for the meeting will be available via Zoom or in-person. 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 the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the 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 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 the date of the meeting 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:

SERVICE RECOGNITION CEREMONY:

1. ROLL CALL:

2. APPOINTMENTS:

A. Board Appointment - Downtown Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the reappointment of James Parrish to the Downtown Business Improvement District Advisory Board for a term ending December 31, 2025.

B. Board Appointment - Topeka Landmarks Commission

BOARD APPOINTMENT recommending the reappointment of Grant Sourk to the Topeka Landmarks Commission for a term ending December 31, 2026. *(Council District No. 6)*

C. Board Appointment - Topeka Tourism Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the reappointment of Kelsey Savage to the Topeka Tourism Business Improvement District Advisory Board for a term ending December 31, 2025.

D. Board Appointment - Topeka Tourism Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the appointment of Tim Laurent to the Topeka Tourism Business Improvement District Advisory Board for a term ending December 31, 2024. *(Outside City Limits)*

3. PRESENTATIONS:

Prosecution of Property Maintenance Code Violations

4. CONSENT AGENDA:

A. Resolution - City Boundary 2023

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, declaring the entire boundary of the City of Topeka for 2023.

(Approval will comply with K.S.A. 12-517 which requires an annual declaration of City boundaries if property has been annexed during the year.)

B. MINUTES of the regular meeting of December 12, 2023

C. APPLICATIONS:

5. ACTION ITEMS:

A. Ordinance - Capital City Business Improvement District 2024 Service Fee

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 relating to the Capital City Downtown Business Improvement District, amending Section 3.40.030 of the Topeka Municipal Code and repealing original section.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would continue the current service fee imposed on downtown businesses.)

B. Ordinance - Topeka Tourism Business Improvement District 2024 Service Fee

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 relating to the Topeka Tourism Business Improvement District, amending Section 3.65.035 of the Topeka Municipal Code and repealing original section.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would continue the current service fee of \$1 per room per night on hotel room rentals.)

C. Ordinance - NOTO Business Improvement District 2024 Service Fee

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 for the NOTO Business Improvement District, amending Section 3.70.030 of the Topeka Municipal Code and repealing original section.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would continue the current service fee imposed on NOTO businesses.)

D. Development Agreement Amendment - Wanamaker Hills Community Improvement District

AMENDMENT to the Development Agreement, Contract No. 47841, dated as of May 14, 2019, implementing the Wanamaker Hills Community Improvement District between the City of Topeka, Kansas and EIG Wanamaker, LLC.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will amend the development agreement approved by the Governing Body in 2019 for the CID located at SW 17th Street and Wanamaker Road.)

E. Approval - Social Service Grants Committee Report and Recommendations for 2025

APPROVAL of the Social Service Grants recommendations for the 2024 Calendar, 2025 Priorities, Scoring Sheet and Continuation of Contract with Vendor.

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

(Approval would authorize payment in the amount of \$50,000 to United Way as the outsourcing vendor for the 2025 process.)

F. Ordinance - Common Consumption Areas

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt concerning

the creation of Common Consumption Areas and designating area boundaries. *(The Policy and Finance Committee recommended approval by a vote of 2-0-0 on December 6, 2023.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Proposed Common Consumption Areas "CCA" to be established are located in NOTO and Downtown Topeka. The defined areas allow for individuals to possess and consume alcoholic liquor outside of a licensed bar, restaurant, or other eligible establishment that is permitted to sell alcoholic beverages by the State of Kansas.)

6. NON-ACTION ITEMS:

7. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person. 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 the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is personally submitted at the 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 the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

8. ANNOUNCEMENTS:

9. EXECUTIVE SESSION:

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

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

10. ADJOURNMENT:



City of Topeka
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214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Downtown Business Improvement District Advisory Board PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of James Parrish to the Downtown Business Improvement District Advisory Board for a term ending December 31, 2025.

VOTING REQUIREMENTS:

Action requires at least five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

The purpose of the Downtown Business Improvement District Advisory board (BID) is to monitor and oversee services provided pursuant to the business improvement district act. The board shall conduct its business in accordance with City Code.

STAFF RECOMMENDATION:

Mayor Padilla nominates and recommends the reappointment of James Parrish to the Downtown Business Improvement District Advisory Board (BID) to fill an expired term ending on Dec. 31, 2025.

BACKGROUND:

This is a statutory board wherein the Mayor nominates and the Council has final approval. The Downtown Business Improvement District Advisory Board shall consist of nine members representing businesses located in the district. Members serve two-year terms and there are no term limits.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

J. Parrish - DBID Reappt. Application

City of Topeka Boards and Commissions Application

Submitted on	15 October 2023, 6:34PM
Receipt number	200
Related form version	8

Profile

First Name	James
Last Name	Parrish
Email Address	jwp@parrishhotels.com
Street Address	700 SW Jackson Street
Suite or Apt	Ste 200
City	Topeka
State	Kansas
Zip	66603
Are you a resident of the City of Topeka?	No
What district do you live in?	Other/Outside City Limits
Primary Phone	7852335411
Alternate Phone	7852218013
Employer	Self Employed by Parrish Management Corporation, Parrish Hotel Corporation, Kansas Workers Risk Cooperative for Counties and Attorney at Law.
Job Title	President and CEO; Administrator, CEO and General Counsel; Attorney at Law.
Which Board would you like to apply for?	Downtown Business Improvement District Advisory Board
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No

Which department do you work for?

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

Yes

Who are you related to and how are you related?

Tyler Parrish who is my son.

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

No

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

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

Over many years I have served on this advisory board established to facilitate improvements within the downtown district and work to keep it clean, healthy and safe. I am quite familiar with the state law and city ordinances governing the business improvement district as well as the budgeting and expenditures recommended each year. This background allows me to help other advisor-board members with decisions and recommendations. I have a lifelong commitment to improving Topeka's downtown. For more than 50 years, I have operated one or more businesses in Topeka's downtown and continue to do so.

Interests & Experiences

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

Bachelor of Science in Technical Journalism, Kansas State University 1970; Juris Doctor, Washburn University School of Law 1973; Numerous boards and commissions over the years as outlined in my resume (attached and current as of 2019); Elected to the Kansas House of Representatives in 1972 and Kansas Senate in 1974.

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.)

Attorney at Law licensed in the State of Kansas and the Federal District of Kansas; License is active and current.
Real Estate Brokers License in the State of Kansas; License is active and current.

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

[JWP.Bio.08.13.19.Current.docx](#)

Voluntary Self Identification

Ethnicity

Caucasian/Non-Hispanic

Gender

Male

Acknowledgements and Verification

Purpose of Information being submitted.

I Agree

The information I am submitting is true and correct.

I Agree

Your electronic signature



[Uploaded signature image: James W. Parrish Signature.jpg](#)

Alternative electronic signature

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.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Landmarks PROJECT #:
Commission
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Grant Sourk to the Topeka Landmarks Commission for a term ending December 31, 2026. (Council District No. 6)

VOTING REQUIREMENTS:

Action requires at least five (5) votes of the City Council. 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:

Councilmember Naeger and Mayor Padilla recommends the reappointment of Grant Sourk for a three-year term that ends December 31, 2026.

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

G. Sourk - TLC Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on	17 October 2023, 12:55PM
Receipt number	201
Related form version	8

Profile

First Name	Grant
Last Name	Sourk
Email Address	grantsourk@kirkandcobb.com
Street Address	1828 SW Oakley Ave.
Suite or Apt	
City	Topeka
State	Kansas
Zip	66604
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 6
Primary Phone	7852316957
Alternate Phone	
Employer	Self Employed
Job Title	Residential Real Estate Agent
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
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee?	No
Who are you related to and how are you related?	
Are you or have you been a party to any civil litigation involving the City of Topeka?	No
Please explain the litigation and your role in it:	
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
Please explain your delinquent payment situation.	
Please state why you are interested in serving on this board or commission:	I have served on the Topeka Landmarks Commission for a number of years and would be happy to continue that service should that be the wishes of Mayor Padilla.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.	I hold a bachelor's degree in history & a Master's Degree in Liberal Arts from Washburn University. I have been a residential real estate agent with Kirk & Cobb REALTORS for the past 16 years. In addition to my time on the Landmarks Commission I serve on the Shawnee County Historical Society's Board of Trustees, and the Kansas Preservation Alliance.
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.)	I hope a real estate lincensnce fro the Kansas Real Estate Commission.
**Please upload a resume or any additional information you believe may be helpful in considering your application.	Grant's Bio Page 1.pub

Voluntary Self Identification

Ethnicity	Caucasian/Non-Hispanic
Gender	Male

Acknowledgements and Verification

Purpose of Information being submitted.	I Agree
The information I am submitting is true and correct.	I Agree
Your electronic signature	



[Link to signature](#)

Alternative electronic signature

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DATE: December 19, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Tourism PROJECT #:
Business Improvement
District Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Kelsey Savage to the Topeka Tourism Business Improvement District Advisory Board for a term ending December 31, 2025.

VOTING REQUIREMENTS:

Action requires least five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

The Topeka Tourism Business Improvement District was established to provide services to the District identified in K.S.A. 12-1784, including the architectural design for the downtown plaza.

STAFF RECOMMENDATION:

The Mayor recommends reappointment of Kelsey Savage to the Topeka Tourism Business Improvement District Advisory Board for a term ending December 31, 2025.

BACKGROUND:

The advisory board shall be comprised of seven members to be appointed by the Mayor with the consent of the Council. Five members shall be representatives from hotels that are current in the payment of their service fees. Two members shall be representatives from the travel and tourism industry.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:**Description**

K. Savage - Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on	1 November 2023, 12:49PM
Receipt number	204
Related form version	8

Profile

First Name	Kelsey
Last Name	Savage
Email Address	ksavage@cyrushotel.com
Street Address	920 S Kansas Ave
Suite or Apt	
City	Topeka
State	Kansas
Zip	66612
Are you a resident of the City of Topeka?	No
What district do you live in?	Other/Outside City Limits
Primary Phone	785-230-7862
Alternate Phone	
Employer	Cyrus Hotel
Job Title	Director of Sales
Which Board would you like to apply for?	Topeka Tourism Business Improvement District Advisory Board
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee? No

Who are you related to and how are you related?

Are you or have you been a party to any civil litigation involving the City of Topeka? No

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission: I would like to continue/renew my position on this board.

Interests & Experiences

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

In short, I have been a member of the Topeka Lodging Association since 2007 and have worked a several hotels in the Topeka market.

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.) N/A

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

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

Gender Female

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

The information I am submitting is true and correct. I Agree

Your electronic signature



[Uploaded signature image: KSavage Signature.jpg](#)

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December 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Tourism PROJECT #:
Business Improvement
District Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Tim Laurent to the Topeka Tourism Business Improvement District Advisory Board for a term ending December 31, 2024. (*Outside City Limits*)

VOTING REQUIREMENTS:

Action requires at least five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

The Topeka Tourism Business Improvement District was established to provide services to the District identified in K.S.A. 12-1784, including the architectural design for the downtown plaza.

STAFF RECOMMENDATION:

The Mayor recommends appointment of Tim Laurent to the Topeka Tourism Business Improvement District Advisory Board for a term ending December 31, 2024.

BACKGROUND:

The advisory board shall be comprised of seven members to be appointed by the Mayor with the consent of the Council. Five members shall be representatives from hotels that are current in the payment of their service fees. Two members shall be representatives from the travel and tourism industry.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

T. Laurent - TTBD Appointment Application

City of Topeka Boards and Commissions Application

Submitted on	14 November 2023, 11:47AM
Receipt number	207
Related form version	8

Profile

First Name	Tim
Last Name	Laurent
Email Address	tlaurent410@gmail.com
Street Address	3137 SE 29th
Suite or Apt	
City	Topeka
State	Kansas
Zip	66611
Are you a resident of the City of Topeka?	No
What district do you live in?	Other/Outside City Limits
Primary Phone	17853120549
Alternate Phone	
Employer	Shawnee County Parks and Recreation
Job Title	Director
Which Board would you like to apply for?	Topeka Tourism Business Improvement District Advisory Board
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee?	No
Who are you related to and how are you related?	
Are you or have you been a party to any civil litigation involving the City of Topeka?	No
Please explain the litigation and your role in it:	
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
Please explain your delinquent payment situation.	
Please state why you are interested in serving on this board or commission:	As the Director of the Shawnee County Parks and Recreation Department, I believe my goals align with those of the Topeka Tourism Business Improvement District Advisory Board. We share a common goal of promoting the local area and making it a great place to live, work, and visit.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.	I have spent over 30 years in the Park and Recreation field. I am a member of the Visit Topeka Board, the Riverfront Advisory Board, and I serve on the Gage Park Improvement Authority Board.
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.)	n/a
**Please upload a resume or any additional information you believe may be helpful in considering your application.	T.Laurent Resume (1).pdf

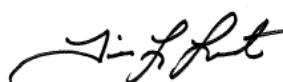
Voluntary Self Identification

Ethnicity	Caucasian/Non-Hispanic
Gender	Male

Acknowledgements and Verification

Purpose of Information being submitted.	I Agree
The information I am submitting is true and correct.	I Agree

Your electronic signature



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Alternative electronic signature

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Tim Laurent

785-312-0549 | tlaurent410@gmail.com | 1800 SW 26th Street, Topeka, KS 66611

A creative problem solver with extensive experience in the Parks and Recreation industry. Skilled in project management, staff supervision, and community engagement. Dependable and organized with the ability to communicate effectively with staff across all levels of an organization.

EXPERIENCE

Shawnee County Parks & Recreation, Director

July 1, 2019 - PRESENT

- Continuously monitor and evaluate the efficiency and effectiveness of Department methods, procedures and programs; assess and monitor workload; identify and implement opportunities for improvement.
- Oversee 100 full-time and 400 part-time parks and recreation staff, assign tasks, supervise work, and provide adequate training.
- Develop and manage department budgets totaling just over 20 million dollars annually.
- Provide highly responsible and complex administrative support to the Shawnee County Board of County Commissioners.
- Participate in the negotiation, development, planning, design and implementation of related County Capital Improvement Projects as well as capital improvements to existing facilities.
- Collaborate with staff, County Commissioners and agency partners to meet strategic goals as outlined in the department master plan.

Shawnee County Parks & Recreation, Deputy Director

January 7, 2019 - June 30, 2019

- Provide oversight for the Recreation, Park Operations and Planning and development divisions.
- Responsible for the daily operations of the Department.

Lawrence Parks & Recreation, Support Services Manager

APRIL 1, 2018 - December 28, 2018

- Prepare and manage the Department budget. Set economic goals and monitor expenditures. Explore creative solutions to maintain/ expand programs and services despite limited resources.
- Department representative on the citywide implementation of Priority Based Budgeting process.
- Provide oversight to division managers on administrative functions, including budget, personnel, purchasing, contracts, agreements, risk management and Human resources.
- Facilitated Department cost recovery analysis.

SKILLS

- Leadership
- Project management
- Staff development
- Conflict resolution
- Policy creation
- Public outreach
- Partnerships
- Budgeting
- Cost recovery
- Customer service

EDUCATION & CERTIFICATIONS

Emporia State University *Emporia, Kansas*

Bachelor of Science - Park and Recreation / Leisure Studies
June 1999

Certified Aquatic Facilities Operator (AFO)

National Recreation and Parks Association - April 2017

Tomorrow's Leaders Institute

National Recreation and Parks Association - September 2004

Supervisory Training in Excellence

Supervisory training facilitated by the University of Kansas
March 2000

Lawrence Parks & Recreation, Recreation Operations Manager

DECEMBER 19, 2012 - MARCH 31, 2018

- Prepare and manage the Recreation Division budget of \$6.1 million.
- Direct Youth Sports, Adult Sports, Aquatics and Special Events programming. Focus on creativity, efficiency, customer service, and revenue generation. Identify and adapt to local and national trends.
- Oversee operations of 13 facilities, including three recreation centers, one indoor tournament facility (180,000 sq.ft.), two meeting/event venues, four aquatic facilities, and three multi-field athletic complexes.
- Work across city departments (Police, Fire, Public Works, Planning) to review and manage 80 to 100 public events annually held in parks and right of ways.
- Facilitate all aspects of recreation management software (RecTrac), including facility rentals, activity registrations, POS, inventory management, memberships, passes, tee times and reporting functions.
- Create Emergency Action Plans for all Lawrence Parks and Recreation facilities to ensure patron and employee safety in emergency situations.
- Oversee 13 full-time and over 350 part-time staff. Create an atmosphere of creativity and teamwork. Ensure that staff has the tools they need to be successful.

Lawrence Parks & Recreation, Facilities Operation Supervisor

DECEMBER 19, 1999 - DECEMBER 15, 2012

- Supervised and promoted three recreation centers, public meeting/reception facilities, multi-field athletic complexes, and 16 park shelters.
- Chair of the department Employee Satisfaction Committee which provided a forum for employees to discuss various topics of concern and have them relayed directly to the Director.
- Initiated and programmed adult soccer, kickball, and dodgeball leagues.
- Development and implementation of facility policies and procedures.
- Spearheaded the implementation of recreation management software. Train staff and coordinate all aspects of the system.

BOARDS / COMMUNITY

Visit Topeka Board

Visit Topeka strives to increase tourism's economic impact on Topeka through destination development and brand management.

NACPRO Board of Directors

A non-profit professional organization that advances official policies that promote county and regional park, recreation and conservation issues.

Riverfront Advisory Board

Advocacy board on matters regarding riverfront improvement and development.

Kansas Recreation and Parks Association

2021 recipient of the Distinguished Professional Award.

INTERESTS

- Family
- Travel
- Golf

REFERENCES

Available upon request



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE:	December 19, 2023	
CONTACT PERSON:	Kelly Trussell, Chief of Prosecution	DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

Prosecution of Property Maintenance Code Violations

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Presentation - Code Violations



CITY OF
TOPEKA



Update on the Successful Use of the LLC Ordinance
for Prosecution of
Property Maintenance Code Violations

Kelly J. Trussell, Chief of Prosecution

2023 Entity Criminal Code Cases

2

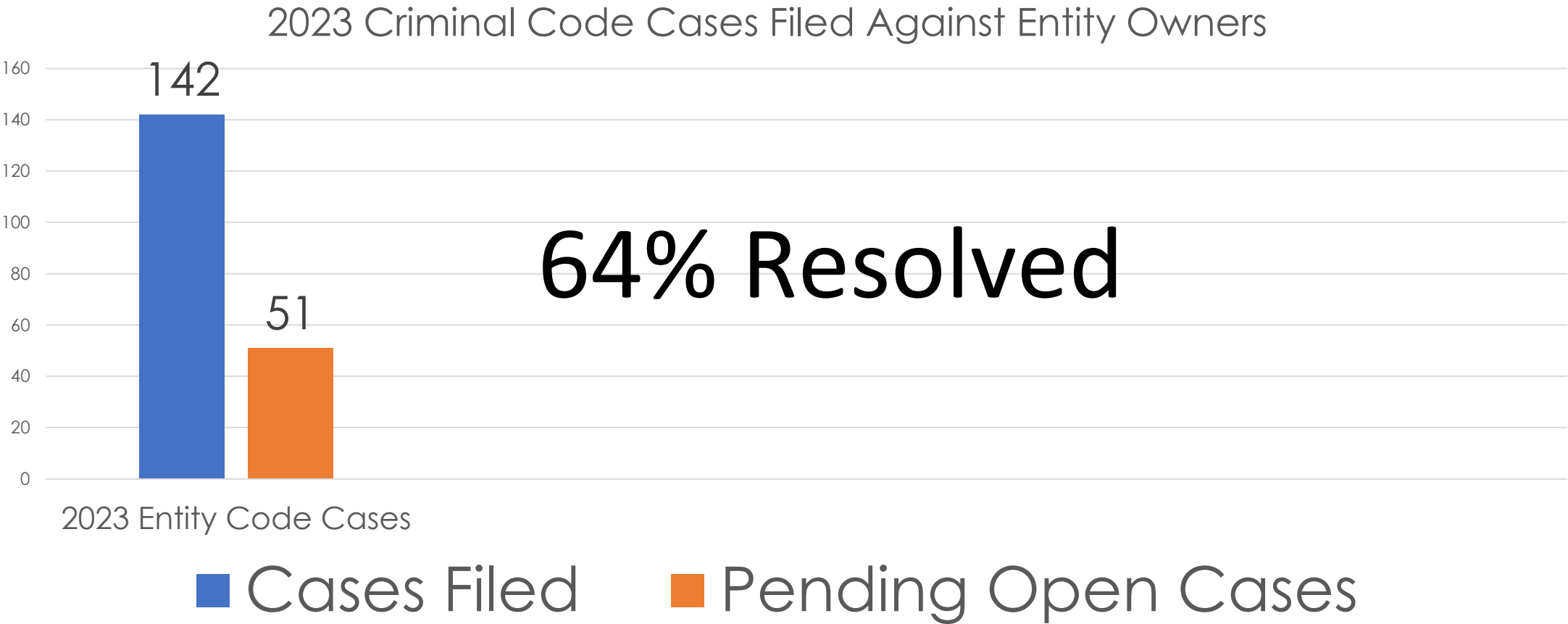
Criminal code cases are charged for various types of uncorrected code violations:

- Property Maintenance (interior and exterior)
- Zoning (use of property, accessory structure issues)
- Fire (failed inspections for sprinklers, alarms, etc.)

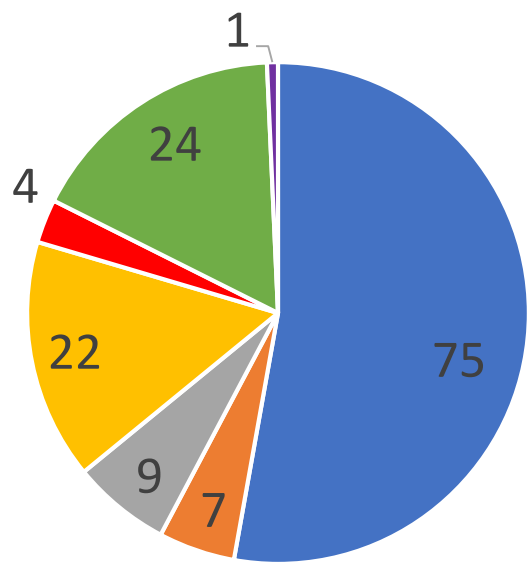
Prior to 2023, these cases were dismissed when the entity did not appear for court because we had no other option.



2023 Entity Criminal Code Cases



Status of Entity Cases



53% of 2023 cases corrected by owner

- Corrected by Owner
- Owner in process of correction
- Set for Trial
- Default Judgment
- Pending Default Judgment
- Dismissed
- Unknown Until 1st Appearance



These numbers demonstrate that the Use of the LLC Ordinance for Prosecution of Code Violations is very successful.

Our first goal is to get the violations corrected. The vast majority of entity owners are now cooperating and addressing these violations. This ordinance was the difference we needed to improve our community.





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Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE:	December 19, 2023	
CONTACT PERSON:	Dan Warner, AICP, Planning and Development Department	DOCUMENT #:
SECOND PARTY/SUBJECT:	City of Topeka Boundary 2023	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 005 Miscellaneous	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, declaring the entire boundary of the City of Topeka for 2023.

(Approval will comply with K.S.A. 12-517 which requires an annual declaration of City boundaries if property has been annexed during the year.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to comply with Kansas law that requires that the Governing Body declare the boundary of the City when property has been annexed in the calendar year.

STAFF RECOMMENDATION:

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

BACKGROUND:

KSA 12-517 requires city governing bodies to declare, by resolution, the boundary of the city when property has been added during the year.

The resolution must be passed before the end of December. In 2023, the Governing Body annexed two areas: (1)

property east of the intersection of SE 21st and SE Cedarwood Drive; and (2) property located at SW 29th and SW Auburn to accommodate the new Washburn Rural Middle School.

BUDGETARY IMPACT:

Cost of recording the resolution with the Shawnee County Register of Deeds

SOURCE OF FUNDING:

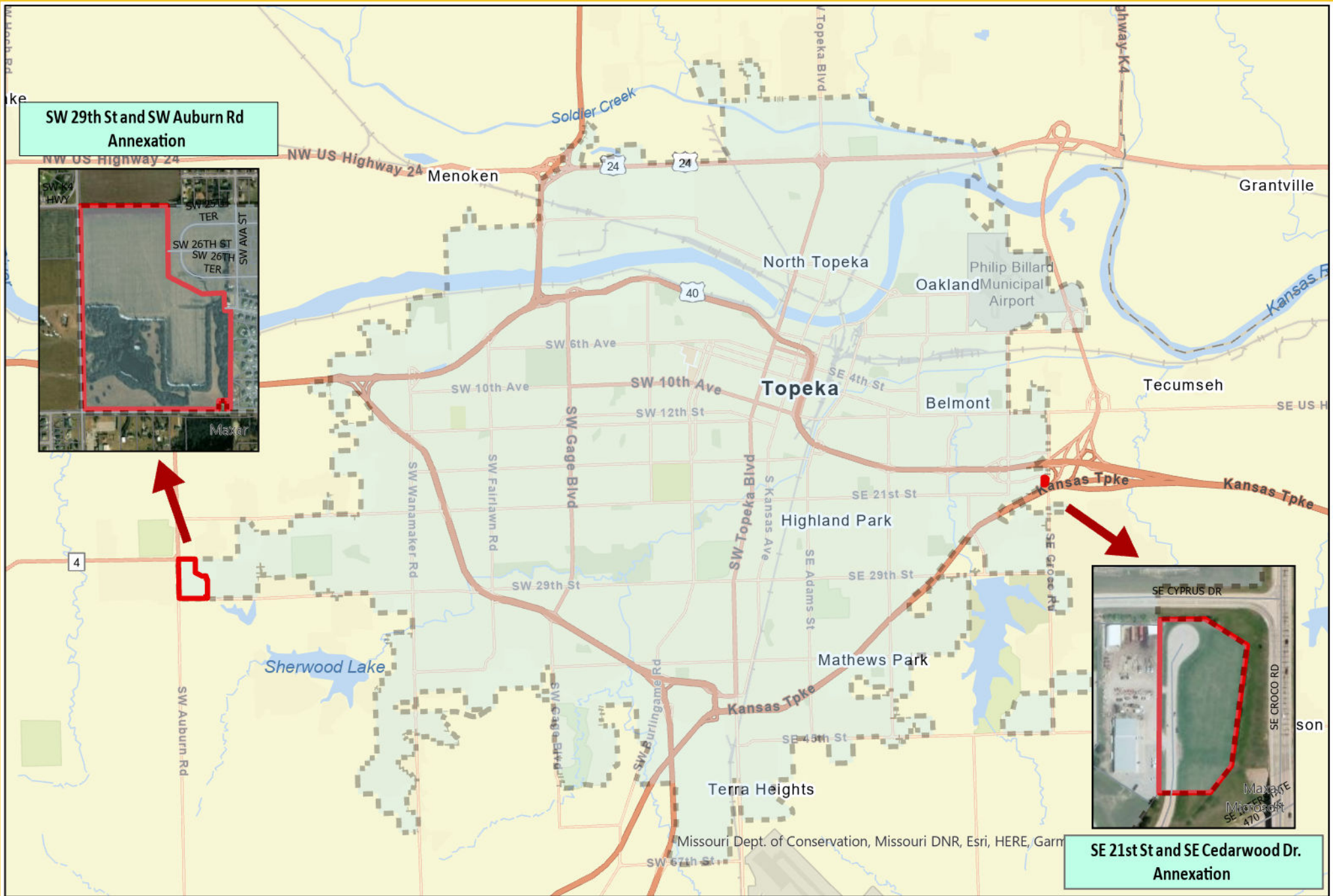
General Fund

ATTACHMENTS:

Description

Map (Annexed properties)

Resolution



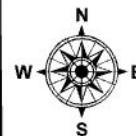
City of Topeka, Kansas GIS Data Disclaimer

While the City of Topeka, Kansas 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, KS be liable in any way to the users of this data. Users of this data shall hold the City of Topeka, KS harmless in all matters and accounts arising from the use and/or accuracy of this data. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder.

2023 City Limits With Recent Annexations

Legend

- TOPEKA CITY LIMITS
- 2023 Annexations



1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, declaring the
4 entire boundary of the City of Topeka for 2023.

5
6 WHEREAS, K.S.A. 12-517 provides that municipalities shall, by resolution, declare the
7 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 2023, the City annexed property.

11 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY
12 OF TOPEKA, KANSAS, that it hereby declares the following to be the entire boundary of the
13 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 SE
27 6th St, 130.12 feet; thence North 87°11'07" East on the North line of SE 6th St, 96.46 feet;
28 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; thence
33 North 0°01'45" 1642.61 feet; thence North 88°41', 34" East parallel with the North line of said
34 Southeast Quarter, 300.00 feet; thence South 0°01'45" East, 399.15 feet; thence North
35 88°37'58" East, 922 49 feet to the West line of Croco Rd; thence South 0°01'45" East, on the
36 West line of Croco Rd, and parallel with the East line of said Southeast Quarter, 816.04 feet;
37 thence South 88°31'07" West on the West line of Croco Rd, 15.00 feet; thence South
38 0°01'45" East on the West line of Croco Rd and its extension, 725.24 feet to an intersection

with the North line of the Northeast Quarter of Section 3, Township 12 South, Range 16 east of the 6th P.M.; thence South 0°28'27" East parallel with the East line of said Northeast Quarter, 40.01 feet to an intersection with a line which is 40 feet south of the North line of said Northeast Quarter; thence South 88°31'07" West, parallel with the North line of said Northeast Quarter, on the South line of SE 6th St, 280.62 feet; thence South 0°25'53" West on the South line of SE 6th St, 10.00 feet to the Northeast corner of Lot 2, Block "A" in England Mobile Home Estates Subdivision; thence southerly, on the East line of said Lot 2, 477.03 feet; thence easterly, to a point which is 527.03 feet south of and 12.5 feet west of the Northeast corner of the Northeast quarter of said Section 3; thence on an assumed bearing of South 00°21'23" East, parallel with the East line of said Northeast Quarter, 1248.45 feet; thence South 88°38'12" West, 40 feet; thence southerly, on a line which is 52.50 feet west of the East line of the last said Northeast Quarter, 535.29 feet; thence easterly 2.50 feet; thence southerly, on the East line of the last said Lot 1, and its extension, 360.00 feet, to an intersection with the South line of the Northeast Quarter of Section 3, Township 12 south, Range 16 east; thence South 88°38'15" West, 25.89 feet; thence South 09°10'00" West, 156.20 feet; thence South 50°49'00" West, 907.50 feet; thence South 74°51'00" West, 547.39 feet to the East line of the West Half of the Southeast Quarter of said Section 3; thence southerly on said East line to the South Right-of-Way Line of U.S. Highway 40 as condemned in Case Number 91169; thence northeasterly on said South Right-of-Way Line and on a curve to the left that has a radius of 3969.83 feet, an arc distance of 443.15 feet; thence on an assumed bearing of North 83°34'24" East, on said South Right-of-Way Line, 820.00 feet to a point 80.00 feet west of the East line of said Southeast Quarter; thence south-southeasterly, 325.00 feet to a point that is 10.00 feet east of the Northeast corner of Lot 1, Altair Heights Subdivision; thence westerly 10.00 feet to the Northeast corner of Lot 1, Altair Heights Subdivision, being a point on the West Right-of-Way Line of Croco Road; thence southerly on the West line of Croco Road on an assumed bearing of South 02°34'12" West, 222.94 feet to the Southeast corner of Lot 2 of said Subdivision; thence west 300.00 feet along the Southerly line of Lots 2 and 3 of said Subdivision; thence South 00°13'27" seconds West, 89.68 feet along the East Line of Lot 5 extended northerly of said Subdivision; thence South 89° 44' 07" East, 134.33 feet, thence South 56°48'24" East, 137.13 feet, thence South 07°46'52" West, 348.90 feet, thence South 38°41'10" West, 98.11 feet, thence North 89°46'33" West, 142.97 feet to a point on the East line of Lot 8 of said Subdivision, thence South 32°26'30" West, 203.21 feet; thence South 61°42'24" West, 671.80 feet; thence South 74°32'18" West, 89.94 feet; thence South 88°25'06" West, 194.71 feet, to a point 30.00 feet north of the Southeast corner of the West Half of the Southeast Quarter of Section 3; thence south to the Northeast corner of the West Half of the Northeast Quarter of Section 10, Township 12 south, Range 16 east of the 6th P.M.; thence on an assumed bearing of South 00°48'00" West, on the East line of the West Half of the Northeast Quarter of said Section 10, 158.83 feet to the North line of the Kansas Turnpike Right-of-Way; thence South 63°15'40" West, on said right-of-way line, 790.86 feet; thence South 69°36'00" West, continuing on said right-of-way line, 452.77 feet; thence North 70°46'40" West, continuing on said right-of-way line, 337.69 feet to the Easterly Right-of-Way Line of Service Road "L" of the Kansas Turnpike Authority; thence southwesterly to the intersection of the Westerly Right-of-Way Line of Service Road "L" of the Kansas Turnpike Authority, and the Northerly Right-of-Way line of the Kansas Turnpike; thence southwesterly

approximately 290 feet on the Northerly Right-of-Way line of the Kansas Turnpike to a point which intersects with a line bearing North 27°15'56" West, extended from the most Northerly corner of Lot 24, Block "N", Aquarian Acres Subdivision; thence South 27°15'56" East, 300 feet, more or less, to said most Northerly corner of Lot 24; thence easterly on the Southerly Right-of-Way Line of the Kansas Turnpike to its intersection with the East line of the West Half of Section 10, also being the Northeast corner of Aquarian Acres Subdivision; thence on an assumed bearing of North 62°16'17" East, on the north line of Capricorn Woods Subdivision No. 2, 308.09 feet, to the North corner of Lot 11, Block 'C' in said subdivision; thence North 08°05'50" West, on the West line of Capricorn Woods Subdivision No. 3, a record distance of 462.28 feet to the most westerly West corner of Lot 11, Block A in said subdivision; thence North 51°49'07" East, on a North line of Capricorn Woods Subdivision No. 3, 399.13 feet; thence North 64°31'42" East, on a North line of Capricorn Woods Subdivision No. 3, a record distance of 896.71 feet to a point on the East line of the West Half of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M.; thence South 00°19'45" West, on an East line of Capricorn Woods Subdivision No.3, 728.46 feet to the Northwest corner of Lot 1, Block "AA" in Shawnee Gardens Subdivision; thence North 89°29'35" East, 1283.60 feet, to the Northeast corner of Lot 6, Block "B" in said subdivision; thence easterly, on the North line of Shawnee Gardens Subdivision, to an intersection with a line which is 30 feet west of the East line of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M.; thence on an assumed bearing of North 00°29'01" East, parallel with the East line of said Northeast Quarter, to an intersection with a line which is an extension of the South line of the North 792.0 feet of the Northwest Quarter of Section 11, Township 12 South, Range 16 east of the 6th P.M.; thence North 89°47'56" East, parallel with the North line of said Northwest Quarter, 1356.93 feet, to a point which is 6.99 feet west of the East line of the Northwest Quarter of the Northwest Quarter of said Section 11; thence South 00°27'04" West, 537.79 feet, to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 11, which is 5.50 feet west of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 11; thence South 89°58'08" West, on the South line of the Northwest Quarter of the Northwest Quarter of said Section 11, 1287.20 feet, to the Northwest corner of Lot 1, Block 'E' in Belhaze Subdivision No. 2; thence southerly, to the Northwest corner of Lot 8, Block 'D' in Belhaze Subdivision No. 2; thence westerly, to the Northeast corner of Lot 1, Block "D" in Shawnee Gardens Subdivision; thence on an assumed bearing of South 00°15'33" West, parallel with the East line of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M., to the Southeast corner of Lot 4, Block "D" in Shawnee Gardens Subdivision; thence North 89°44'27" West, 275.00 feet, to an East corner of Lot 15, Block "D" in said subdivision; thence South 00°15'33" West, 215.00 feet, to the most Easterly Southeast corner of Lot 16, Block "D" in said subdivision; thence South 89°44'27" East, 275.00 feet to the Northeast corner of Lot 27, Block "D" in said subdivision; thence South 00°15'33" West, 362.57 feet to the Southeast corner of Lot 12, Block "E" in said subdivision; thence North 89°26'55" East, on the North line of the Southeast Quarter of Section 10, to an intersection with a line which is 30 feet west of the East line of said Southeast quarter; thence southerly on the West line of Croco Road, 1432.51 feet; thence south on said West line of Croco Road 1176.40 feet to the North Right-of-Way Line of S.E. 29th Street; thence westerly on the North Right-of-Way 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 Southeast corner of Lot 10, Block N in Shawnee Lake Subdivision 'C'; thence westerly to the Southwest corner of Block K in Shawnee Lake Subdivision 'C'; thence southerly on the East line of the Southwest

Quarter of said Section 16 to an intersection with a line 30.00 feet north of the South line of said Southwest Quarter; thence westerly parallel with the South line of said Southwest Quarter to a point 100 feet easterly distant from the West line of the East Half of said Southwest Quarter; thence northerly to the Southeast corner of Lot 1 in Rolling Meadows Subdivision No.2; thence westerly to the Southwest corner of said Lot 1; thence southerly to the Southwest corner of the East Half of the Southwest Quarter of said Section 16; thence continuing Southerly on the East line of the West Half of the Northwest Quarter of Section 21, Township 12 South, Range 16 East of the 6th P.M. to Southeast corner of the Southwest Quarter of said Northwest Quarter of Section 21; thence westerly along the South line of said Northwest Quarter to the Southwest corner of said Northwest Quarter; thence Northerly on the West line of said Northwest Quarter 660.00 feet; thence South 88°21'14" West, 1648.96 feet; thence North 01°40'19" West 661.21 feet; thence South 88°21'35" West, on the South line of the North Half of the Northeast Quarter of said Section 20, to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 20; thence southerly, 1320.35 feet, to the Northeast corner of the Southwest Quarter of Section 20, Township 12 South, Range 16 east of the 6th P.M.; thence on an assumed bearing of North 88°21'37" East, 2186.81 feet along the South line of the Northeast Quarter of Section 20, to the Southwest corner of Lot 1, Block 'A' KPL Substation Subdivision; thence Northerly to the Northwest corner of said Lot 1; thence Easterly along the North line of said Lot 1 to a point on the Westerly right of way line of existing California Avenue, said point being 30 feet West of the East line of said Northeast Quarter; thence Northerly along said right of way line 463 feet; thence Easterly 30 feet to the East line of said Northeast Quarter of Section 20; thence Southerly along said East line 660 feet to the Northeast corner of the Southeast Quarter of Section 20, said point also being the Northwest corner of the Southwest Quarter of Section 21, Township 12 South, Range 16 east of the 6th P.M.; thence easterly on the North line of said Southwest Quarter, 275.30 feet; thence southerly, on a line which is 275.30 feet east of the West line of said Section 21, 516.00 feet; thence west 8.90 feet; thence southerly, on a line which is 266.40 feet east of the West line of Section 21, 553.00 feet; thence easterly 75.40 feet; thence southerly on a line which is 341.80 feet east of the West line of Section 21, 216.50 feet; thence westerly on the North line of the South Half of the Southwest Quarter of Section 21, Township 12 South, Range 16 east of the 6th P.M., to a point on a line which is 30 feet east of the West line of the Southwest Quarter of Section 21; thence southerly, parallel with the West line of said South Half, 210.00 feet; thence easterly on a north line of Stone Crest Subdivision, to the Northwest corner of Lot 4, Block 'E' in Stone Crest Subdivision; thence northerly to the Northwest corner of Lot 22, Block 'E' in Stone Crest Subdivision; thence easterly on the North line of the South Half of the Southwest Quarter of said Section 21, to the East corner of Lot 9, Block 'H' in Stone Crest Subdivision; thence southerly on the East line of the South Half of the Southwest Quarter of said Section 21, to the Southeast corner of Lot 1, Block 'I' in Stone Crest Subdivision; thence westerly on the North line of S.E. 45th Street and its extension, to the Southwest corner of Lot 9, Block 'D' 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

221 of the 6th P.M.; thence South 88°35'26" West, North American Datum 1983, Kansas North
222 Zone, 527.09 feet to a point 662.59 feet east of the West line of said Northwest Quarter;
223 thence South 1°43'10" East, 610.78 feet; thence South 88°37'51" West, 662.61 feet to an
224 intersection with the West line of said Northwest Quarter, said intersection also being the
225 Southeast corner of Marlatt Center Subdivision; thence South 88°20'31" West on the South
226 line of Marlatt Center Subdivision to the Southwest corner of said subdivision; thence
227 northerly, on the Westerly line of said subdivision and its extension, to an intersection with a
228 line which is 45 feet north of the North line of Section 29; thence westerly parallel with the
229 South line of Section 20, to the West line of the East Half of said Section 20; thence on an
230 assumed bearing of South 1°23'17" West, on the East line of the Southwest Quarter of said
231 Section 20, 40.00 feet to the Northeast corner of the Northwest Quarter of Section 29,
232 Township 12 South, Range 16 east of the 6th P.M.; thence South 1°52'43" East on the East
233 line of said Northwest Quarter, 1650.18 feet; thence South 88°25'22" West, 1594.70 feet;
234 thence North 2°08'17" West, 1692.12 feet to a point on a line which is 40.00 feet north of the
235 South line of the Southwest Quarter of said Section 20; thence westerly on a line which is
236 40.00 north of the South line of the Southwest Quarter of said Section 20, to the East line of
237 Section 19; thence continuing westerly to a point 30.00 feet west of the East line of Section
238 19, also being the West line of Adams Street; thence westerly parallel with and 40.00 feet
239 north of the South line of Section 19, to a point that is 40.00 feet north of the Northeast
240 corner of the West Half of the Northeast Quarter of Section 30, Township 12 South, Range
241 16 east of the 6th P.M.; thence southerly 2694.79 feet on the East line of South Village
242 Subdivision, to the Southeast corner of said subdivision; thence westerly, on the South line
243 of said subdivision to the Northeast corner of the Southwest Quarter of Section 30, Township
244 12 South, Range 16 east of the 6th P.M.; thence southerly on an assumed bearing of South
245 02°24'27" East, on the East line of said Southwest Quarter, to a point which is 44.20 feet
246 north of the Southeast corner of Terra Heights Subdivision, said point also being on the
247 Southwesterly line of the right of way of the former Missouri Pacific Railroad Company;
248 thence South 56°03'19" East on the Southwesterly line of said right of way, 1304.94 feet;
249 thence southeasterly, southerly and southwesterly on said right of way line, on a curve
250 concave westerly having a radius measure of 419.28 feet and an arc length of 1020.97 feet,
251 the chord of which bears South 20°32'28" West, 786.78 feet; thence South 88°10'41" West
252 on said right of way line, 132.83 feet; thence westerly on said right of way line, on a curve
253 concave southerly having a radius measure of 613.69 feet and an arc length of 207.93 feet,
254 the chord of which bears South 78°26'03" West, 206.93 feet, to a point on a line which is 45
255 feet north of the South line of said Southeast Quarter; thence South 88°10'41" West parallel
256 with the South line of said Southeast Quarter, 407.12 feet; thence South 88°35'12" West on
257 a line which is 45 feet north of the South line of said Southwest Quarter, 2224.75 feet to a
258 point on the East line of Topeka Boulevard; thence North 02°07'29" West on the East line of
259 Topeka Boulevard, 602.47 feet; thence North 01°34'34" West on the East line of Topeka
260 Boulevard, 878.59 feet; thence northerly on the East line of Topeka Boulevard, to an
261 intersection with the North line of the Southwest Quarter of said Section 30; thence westerly,
262 on the South line of the Northwest Quarter of Section 30 to the Southeast corner of the
263 Northeast Quarter of Section 25, Township 12 South, Range 15 east of the 6th P.M.; thence
264 northerly, on the East line of said Northeast Quarter, 20.00 feet, to the North line of S.W.
265 49th Street, extended from the west; thence westerly, on a line which is 20.00 feet north of
266 the South line of the Northeast Quarter of said Section 25, to an intersection with the West

line of the right of way of the Burlington Northern Santa Fe Railway Company; thence southerly, on the West line of said right of way, to the Northeast corner of Lot 1, Block "A" in Laird Noller Subdivision; thence westerly, to the Northwest corner of said Lot 1; thence southerly, to the Southwest corner of said Lot 1; thence westerly, 33.00 feet, to a corner of Lot 1, Block "A" in S.W. 57th Street Distribution Center Subdivision; thence southerly on the most westerly East line of the last said Lot 1, and its extension, to an intersection with a line which is 30 feet south of the North line of the Southeast Quarter of said Section 36; thence westerly, on an assumed bearing of South 88°03'15" West, parallel with the North line of the Southeast Quarter of said Section 36, to an intersection with a line which is 40 feet west of the East line of the Northwest Quarter of the Southeast Quarter of said Section 36; thence southerly, parallel with the East line of the Northwest Quarter of the Southeast Quarter of said Section 36, to an intersection with a line which is 50 feet south of the North line of said Southeast Quarter; thence South 88°03'15" West, 280.00 feet; thence southerly, parallel with the East line of the Northwest Quarter of the Southeast Quarter of said Section 36, to an intersection with a line which is 60 feet south of the North line of said Southeast Quarter; thence South 88°03'15" West, to a point which is 535.10 feet east of the Northwest corner of the Southeast Quarter of said Section 36, and 60.00 feet south of the North line of said Southeast Quarter, as measured on the North line of, and normal from the North line of said Southeast Quarter; thence South 76°44'39" West, 101.98 feet; thence South 88°03'15" West, 400.00 feet; thence South 61°29'21" West, 55.90 feet; thence South 88°03'13" West, 1535.10 feet; thence North 87°38'30" West, 199.78 feet; thence North 01°56'47" West, normal to the North line of the Southwest Quarter of said Section 36, 90.00 feet, to an intersection with said North line at a point which is 893.59 feet east of the Northwest corner of said Southwest Quarter; thence continuing North 01°56'47" West, 90.00 feet; thence South 88°03'13" West, parallel with the South line of the Northwest Quarter of said Section 36, 358.12 feet; thence North 07°53'08" East, 679.72 feet; thence North 23°43'11" East, 509.21 feet; thence North 14°17'25" East, 517.29 feet; thence North 00°04'32" West, 210.05 feet; thence northerly, on a curve which is concave westerly, having a radius measure of 5889.58 feet and an arc length of 719.40 feet, the chord of which bears North 06°17'43" East, 718.95 feet, to an intersection with the South line of the Southwest Quarter of said Section 25; thence northerly, on a curve which is concave westerly, having a radius measure of 5889.58 feet and an arc length of 547.79 feet, the chord of which bears North 00°16'44" West, 547.59 feet; thence North 01°48'09" West, 1517.06 feet; thence North 02°03'30" East, 514.28 feet; thence North 01°48'02" West, normal to the South line of the Northwest Quarter of said Section 25, 80.00 feet, to an intersection with said South line at a point which is 1149.74 feet east of the Southwest corner of said Northwest Quarter; thence continuing North 01°48'02" West, to an intersection with a line which is 20 feet north of the South line of the Northwest Quarter of said Section 25; thence westerly, on a line which is 20 feet north of the South line of the Northwest Quarter of said Section 25, to an intersection with the East line of Section 26, Township 12 South, Range 15 east of the 6th P.M.; thence continuing westerly, parallel with and 20.00 feet north of the South line of the North Half of said Section 26 to the East line of Burlingame Road; thence northerly on the East line of Burlingame Road to an intersection with the North line of S.W. 45th Street, extended from the west, said North line of S.W. 45th Street being 30.00 feet north of the South line of Section 23, Township 12 South, Range 15 east of the 6th P.M.; thence westerly, parallel with and 30.00 feet north of the South line of said Section 23 to an intersection with the West line of the

313 East Half of the Southeast Quarter of Section 23; thence northerly on the West line of the
314 East Half of the Southeast Quarter of Section 23, to an intersection with the North line of the
315 Southeast Quarter of said Section 23; thence westerly, on the North line of said Southeast
316 Quarter, to the Northeast corner of the Southwest Quarter of Section 23, Township 12 South,
317 Range 15 east of the 6th P.M.; thence on an assumed bearing of South 87°44'36" West, on
318 the North line of said Southwest Quarter, to the Northeast Quarter of Lot 4, Block 'B' in Misty
319 Harbor Estates No. 2 Subdivision; thence South 08°11'25" West, 149.95 feet; thence on a
320 curve concave southerly, having a radius measure of 537.50 feet and an arc length of 22.92
321 feet, the chord of which bears South 80°35'17" East, 22.92 feet; thence South 10°38'02"
322 West, 250.08 feet; thence South 88°30'14" East, 53.58 feet; thence South 71°00'42" East,
323 57.83 feet; thence South 01°29'46" East, 281.87 feet; thence South 88°30'14" West, 75.00
324 feet; thence South 01°28'50" East, 522.53 feet; thence South 88°30'14" West, 27.13 feet;
325 thence South 01°29'46" East, 130.00 feet, to the Northeast corner of Lot 1, Block 'E' in Misty
326 Harbor Estates No. 2 Subdivision; thence North 88°30'14" East, 580.41 feet; thence on a
327 curve concave easterly, having a radius measure of 500.00 feet and an arc length of 5.01
328 feet, the chord of which bears North 3°32'39" West, 5.01 feet; thence North 88°31'10" East,
329 449.05 feet to a point on the East line of said Southwest Quarter; thence South 1°28'50"
330 East on the East line of said Southwest Quarter, 894.93 feet; thence South 1°28'50" East, on
331 the East line of said Southwest Quarter, 1280.18 feet to the Northeast corner of the
332 Northwest Quarter of Section 26, Township 12 South, Range 15 east of the 6th P.M.; thence
333 South 00°09'12" East, on the East line of said Northwest Quarter, 1299.00 feet; thence
334 South 56°16'49" West, 720.00 feet; thence South 00°09'12" East, parallel with the East line
335 of said Northwest Quarter, 919.99 feet; thence South 89°02'19" West, on a line which is 45
336 feet north of the South line of said Northwest Quarter, 708.43 feet; thence westerly, on a
337 curve concave southerly, having a radius measure of 447.50 feet and an arc length of 35.26
338 feet, the chord of which bears South 86°46'54" West, 35.25 feet, to a point which is 16.84
339 feet north of the Southeast corner of Lot 9 Block "G", in Colly Creek Subdivision No. 6;
340 thence on an assumed bearing of South 00°13'06" East, on the East line of the West Half of
341 the Northwest Quarter of Section 26, Township 12 South, Range 15 east of the 6th P.M.,
342 16.84 feet, to the Southeast corner of Lot 9, Block "G" in Colly Creek Subdivision No. 6;
343 thence on a 460.00 foot radius curve to the right, 264.29 feet; thence North 79°51'05" West,
344 493.87 feet; thence on a 540.00 foot radius curve to the left, 410.24 feet; thence South
345 56°37'15" West, 38.90 feet; thence on a 460.00 foot radius curve to the right, 206.79 feet;
346 thence South 82°22'40" West, 261.54 feet; thence North 83°24'11" West, 163.01 feet;
347 thence westerly, 80 feet south of and parallel with the South line of the Northeast Quarter of
348 Section 27, Township 12 South, Range 15 east of the 6th P.M., 429.69 feet; thence North
349 73°38'13" West, 382.80 feet; thence North 00°20'44" West, 139.53 feet; thence North
350 89°44'11" East, 217.86 feet; thence North 00°15'49" West, 400.00 feet; thence South
351 89°44'11" West, 85.12 feet; thence North 00°15'49" West, 200.00 feet; thence South
352 89°44'11" West, 58.01 feet; thence North 00°15'49" West, 200.00 feet; thence South
353 89°44'11" West, to an intersection with the East line of S.W. Gage Boulevard; thence North
354 00°39'50" West, 860.02 feet; thence North 89°44'11" East, 250.39 feet; thence North
355 00°15'39" West, 200.00 feet; thence South 89°44'11" West, 251.79 feet; thence North
356 00°39'50" West, 636.15 feet, to a point on the South line of Section 22, Township 12 South,
357 Range 15 east of the 6th P.M.; thence westerly, on said line 11.76 feet to the Southwest

358 corner of Lot 4 in said Section 22; thence continuing westerly on said South line, to an
359 intersection with a line which is 30 feet west of the East line of Lot 5 in said Section 22;
360 thence northerly, on a line which is 30 feet west of the East line of Lots 5, 6 and 7 in said
361 Section 22, to a point which is 502.00 feet north and 30 feet west of the Southeast corner of
362 said Lot 7; thence westerly, on the South line of S.W. 40th Street, and its extension, to the
363 Southwest corner of Blackburn Subdivision; thence northerly, to the Northwest corner of Lot
364 1, Block 'A' in Blackburn Subdivision; thence easterly, on the North line of Blackburn
365 Subdivision, and its extension, to an intersection with a line which is 30 feet west of the East
366 line of said Lot 7; thence northerly, on a line which is 30 feet west of the East lines of Lots 7
367 and 8 in said Section 22 to an intersection with the North line of Section 22; thence west on
368 the North line of Section 22 to a point 527.20 feet east of the Northeast corner of the
369 Northwest Quarter of Section 22, Township 12 South, Range 15 east of the 6th P.M.; thence
370 on an assumed bearing of South 00°47'14" West, 1321.98 feet; thence North 89°29'14"
371 West, 527.19 feet; thence North 89°23'29" West, 2650.19 feet, to an intersection with the
372 West line of Section 22; thence southerly on the West line of said section to the East Quarter
373 corner of Section 21, Township 12 South, Range 15 east of the 6th P.M.; thence on an
374 assumed bearing of South 88°46'43" West, on the North line of the Southeast Quarter of
375 said Section 21, 464.91 feet; thence South 54°02'14" West, 363.09 feet; thence South
376 50°29'18" West, 44.16 feet; thence southwesterly, on a curve concave northwesterly, having
377 a radius measure of 1030.00 feet and an arc length of 710.30 feet, the chord of which bears
378 South 70°14'39" West, 696.31 feet; thence South 90°00'00" West, 8.57 feet; thence
379 northwesterly, on a curve concave northeasterly, having a radius measure of 810.00 feet and
380 an arc length of 272.67 feet, the chord of which bears North 80°21'22" West, 271.39 feet;
381 thence North 70°42'44" West, 708.74 feet; thence northwesterly, on a curve concave
382 southwesterly, having a radius measure of 966.50 feet and an arc length of 348.32 feet, the
383 chord of which bears North 81°02'12" West, 346.44 feet; thence South 88°38'20" West,
384 332.17 feet; thence South 86°43'47" West, 180.10 feet; thence South 88°38'20" West, 35.22
385 feet; thence South 01°21'40" East, 51.49 feet; thence South 34°56'17" West, 344.26 feet;
386 thence South 03°56'09" West, 122.53 feet; thence South 11°52'54" West, 231.70 feet; ;
387 thence South 89°06'31" East, 71.26 feet; thence South 67°46'48" East, 126.07 feet; thence
388 South 49°59'15" East, 218.99 feet; thence South 28°03'34" East, 130.00 feet; thence South
389 00°23'53" East, 154.39 feet; thence South 76°03'46" West, 147.76 feet; thence southerly, on
390 a curve concave westerly, having a radius measure of 412.00 feet and an arc length of
391 155.03 feet, the chord of which bears South 00°28'07" West, 154.12 feet; thence South
392 70°02'14" East, 187.76 feet; thence South 86°46'44" East, 149.34 feet; ; thence South
393 67°24'25" East, 163.14 feet; thence South 42°41'52" East, 80.40 feet; thence South
394 24°46'56" East, 142.36 feet; thence South 68°32'44" East, 173.53 feet; thence South
395 32°54'02" East, 129.08 feet; thence South 00°32'09" East, 213.07 feet; thence South
396 16°50'03" West, 30.00 feet; thence westerly, on a curve concave southerly, having a radius
397 measure of 530.00 feet and an arc length of 124.82 feet, the chord of which bears North
398 79°54'45" West 124.53 feet; thence South 03°20'26" West, 60.00 feet; thence westerly, on a
399 curve concave southerly, having a radius measure of 470.00 feet and an arc length of 28.84
400 feet, the chord of which bears North 88°25'02" West, 28.83 feet; thence South 00°38'39"
401 East, 149.80 feet; thence South 89°27'34" West, 645.28 feet; thence North 00°40'39" West,
402 224.59 feet; thence South 89°28'25" West, 896.92 feet; thence North 00°30'03" West,

462.09 feet; thence South 87°33'24" West, 826.16 feet; to the northeast corner of Elevation Hill Subdivision; thence South 88°36'57" West, 227.50 feet; thence North 01°10'51" West, on a line which is 52.50 feet east of the west line of the southwest quarter of said Section 21, to an intersection with a line which is 30.00 feet north of the South line of the North Half of the Southeast Quarter of Section 20, Township 12 South, Range 15 east of the 6th P.M.; thence westerly, on said extension, to an intersection with the East line of said Southeast Quarter; thence westerly, on a line which is 30.00 feet north of the South line of the North Half of said Southeast Quarter, 100.00 feet; thence southerly, parallel with the East line of said Southeast Quarter, to an intersection with the South line of the North Half of said Southeast Quarter; thence on an assumed bearing of South 89°28'33" West, on the South line of the North Half of said Southeast Quarter, 726.34 feet, to the Northeast corner Lot 4, Block 'D' in Brian's Addition No. 3; thence South 25°50'40" East 202.34 feet to the East corner of Lot 5, Block 'D' in Brian's Addition No. 3; thence southwesterly on a curve concave southeasterly, having a radius measure of 280.00 feet and an arc length of 55.87 feet, the chord of which bears South 58°22'32" West, 55.78 feet; thence southwesterly on a curve concave northwesterly, having a radius measure of 220.00 feet and an arc length of 23.68 feet, the chord of which bears South 55°44'31" West, 23.67 feet; thence South 31°09'29" East, 312.31 feet to the most northerly East corner of Lot 1, Block 'E' in Brian's Addition No. 3; thence South 00°49'39" East 78.55 feet to the Southeast corner of Brian's Addition No. 3; thence North 89°28'53" East on the North line of Lauren's Bay Villas No.2, to the Northeast corner of Lot 15, Block A in said subdivision; thence South 0°54'31" East on a line which is 60.00 feet west of the East line of the Southeast Quarter of Section 20, Township 12 South, Range 15 east of the 6th P.M., to an intersection with the South line of said Southeast Quarter; thence South 0°18'18" East, on a line which is 60.00 feet west of the East line of the Northeast Quarter of Section 29, Township 12 South, Range 15 east of the 6th P.M., to the Southeast corner of Lot 30, Block B in Lauren's Bay Villas No. 2; thence North 89°45'29" West, 375.60 feet to the Southwest corner of Lot 29, Block B in said subdivision; thence South 0°18'18" East, 200.00 feet to the Southeast corner of Lot 7 in Block B in said subdivision; thence North 89°45'29" West on the South line of the Pottawatomie Reserve, 820.94 feet to the Northwest corner of Lot 1, Block E in Woodland Heights 2nd Subdivision; thence South 0°15'48" East on the West line of Woodland Height 2nd Subdivision, 405.65 feet; thence South 0°10'48" East on the West lines of Woodland Heights Subdivision No. 3 and Woodland Heights 2nd Subdivision, 220.00 feet; thence North 89°39'50" East on the South line of SW 46th Terrace, formerly SW 47th Street Terrace as platted in Woodland Heights 2nd Subdivision, 195.70 feet; thence South 0°17'38" East on the West line of Lot 2, Block "G" in Woodland Heights 2nd Subdivision, 155.00 feet; thence North 89°42'22" East on the South line of Lot 2, Block "G" in Woodland Heights 2nd Subdivision, 244.57 feet; thence South 0°18'26" East on a West line of Woodland Heights 2nd Subdivision, 214.07 feet; thence North 89°40'25" East on a South line of a public street platted in Woodland Heights 2nd Subdivision, 107.64 feet; thence northeasterly on a South line of a public street platted in Woodland Heights 2nd Subdivision, on a curve concave northwesterly, having a radius measure of 282.00 feet and an arc length of 168.26 feet, the chord of which bears North 72°34'49" East, 165.78 feet; thence South 34°33'36" East on the Southwest line of Lot 5, Block "C" in Woodland Heights 2nd Subdivision, 261.85 feet; thence South 30°20'26" East, 182.33 feet; thence North 89°45'39" East, 44.40 feet; thence South 30°23'44" East,

448 59.89 feet to a point on the South line of Algonquin Trafficway as platted in Woodland
449 Heights Subdivision; thence North 59°44'00" East on the South line of Algonquin Trafficway,
450 31.97 feet; thence northeasterly on the South line of Algonquin Trafficway on a curve
451 concave southeasterly, having a radius measure of 222.00 feet and an arc length of 116.20
452 feet, the chord of which bears North 75°02'50" East, 114.89 feet; thence North
453 89°41'27" East on the South line of Algonquin Trafficway, 40.04 feet to an intersection with a
454 line which is 60 feet west of the East line of said Northeast Quarter; thence South 0°19'43"
455 East parallel with the East line of said Northeast Quarter, 386.19 feet to a point on the North
456 line of Algonquin Trafficway as platted in Woodland Heights Subdivision; thence South
457 89°40'16" West on the North line of said Algonquin Trafficway, 40.00 feet; thence westerly
458 on the North line of said Algonquin Trafficway, on a curve concave northerly, having a radius
459 measure of 792.00 feet and an arc length of 142.16 feet, the chord of which bears North
460 84°50'50" West, 141.97 feet to an intersection with an extension of the West line of Block D
461 in Woodland Heights Subdivision; thence South 10°30'07" West on the West line of said
462 Block D and its extension, 636.35 feet to the Southwest corner of Lot 3 in said Block D;
463 thence South 89°16'56" West on the South line of said Northeast Quarter, 398.96 feet;
464 thence South 0°15'47" East parallel with the East line of the Southeast Quarter of said
465 Section 29, 1128.48 feet to a point 198.0 feet north of the South line of the Northeast
466 Quarter of said Southeast Quarter; thence North 88°57'31" East, 99.94 feet; thence South
467 0°17'00" East, 198.12 feet to a point on the South line of the Northeast Quarter of said
468 Southeast Quarter which is 660.00 feet west of the Southeast corner of the Northeast
469 Quarter of said Southeast Quarter; thence North 89°11'00" East on the North line of the
470 Southeast Quarter of the Southeast Quarter of said Section 29, 620.00 feet to an
471 intersection with a line which is 40.00 feet west of the East line of said quarter-quarter
472 section; thence South 0°15'52" East, parallel with the East line of said quarter-quarter
473 section, 1189.27 feet; thence South 16°46'48" West, 53.30 feet to a point which is 85.00 feet
474 north of the South line of the Southeast Quarter of the Southeast Quarter of said Section 29
475 and 55.62 feet west of the East line of said quarter-quarter section; thence South 77°37'36"
476 West, 80.57 feet to a point which is 69.00 feet north of the South line of said quarter-quarter
477 section; thence South 0°57'05" East, 29.00 feet; thence South 89°02'55" West on a line
478 which is 40.00 feet north of the South line of said quarter-quarter section, 335.89 feet; thence
479 South 0°57'05" East, 15.00 feet; thence South 89°02'55" West on a line which is 25.00 feet
480 north of the South line of the Southeast Quarter of the Southeast Quarter of said Section 29,
481 848.08 feet to an intersection with the West line of said quarter-quarter section; thence North
482 0°19'05" West on the West line of said quarter-quarter section, 1303.00 feet to the Northwest
483 corner of the Southeast Quarter of the Southeast Quarter of said Section 29; thence South
484 89°11'00" West on the South line of the North Half of the Southeast Quarter of said Section
485 29, 1319.04 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter
486 of said Section 29; thence North 0°30'27" West on the West line of the North Half of the
487 Southeast Quarter of said Section 29, 1329.04 feet to the Northwest corner of the Southeast
488 Quarter of said Section 29; thence South 89°19'02" West, on the South line of the Southeast
489 Quarter of the Northwest Quarter of said Section 29, 1319.13 feet; thence North 0°30'32"
490 West on the West line of the Southeast Quarter of the Northwest Quarter of said Section 29
491 and on the West line of the East Half of Lot 2 in the Northwest Quarter of said Section 29,
492 1693.97 feet; thence North 89°49'59" East, 676.36 feet; thence North 0°32'21" West, 673.72
493 feet to a point on the North line of Lot 2 in the Northwest Quarter of said Section 29, also

494 being the Southwest corner of Lot 3, Block C in Bridle Path Acres Subdivision; thence North
495 89°51'00" East on the North line of Lot 2 in the Northwest Quarter of said Section 29, 650.24
496 feet to the Northeast corner of said Lot 2; thence North 00°25'18" West, on the West line of
497 the Northeast Quarter of Section 29, Township 12 South, Range 15 east of the 6th P.M.,
498 308.95 feet, to the Southwest corner of the Southeast Quarter of said Section 20; thence
499 North 00°39'49" West, 1314.81 feet, to the Northwest corner of the Southwest Quarter of
500 said Southeast Quarter; thence northerly, on the West line of said Southeast Quarter, also
501 being on the West line of Monarch Meadow Subdivision, 1320.79 feet, to the Northwest
502 corner of said Southeast Quarter; thence on an assumed bearing of North 00°39'56" West,
503 on the West line of the Northeast Quarter of said Section 20, 1321.86 feet, to the Northwest
504 corner of Lot 8, Block "B" in South Branch Subdivision; thence on an assumed bearing of
505 North 00°39'11" West, 376.40 feet; thence South 57°47'36" East, 129.93 feet; thence North
506 18°16'12" East, 45.99 feet; thence North 89°19'37" East, 91.26 feet; thence South 07°42'39"
507 West, 111.46 feet to the front common lot corner of Lots 9 and 10, Block "A", Glenwood
508 Subdivision also being on the North line of S.W. 38th Place; thence southerly and easterly
509 on said North line and its extension across S.W. Arvon Place to the Southwest corner of
510 Lot 28, Block "B", Glenwood Subdivision; thence North 00°40'23" West, on the West lines of
511 Lots 28 through 15, Block "B" to the Northwest corner of said Lot 15, being on the South line
512 of S.W. 37th Street; thence easterly on said South line, to an intersection with the West line
513 of Shadywood West Subdivision, when extended southerly; thence northerly on said
514 extension to the North line of S.W. 37th Street; thence North 00°47'12" West, 1280.10 feet;
515 thence North 00°13'15" East, 529.59 feet; thence South 89°20'15" West, 340.00 feet; thence
516 North 00°13'15" East, 200.00 feet to the South line of S.W. 34th Terrace; thence South 89°
517 20'15" West, 100.00 feet; thence North 00°13'15" East, 270.02 feet; thence North 89°20'15"
518 East, 100.00 feet; thence North 00°13'15" East, 321.13 feet, to the North line of the
519 Southeast Quarter of Section 17, Township 12 South, Range 15 east of the 6th P.M.; thence
520 easterly on the North line of said Southeast Quarter, 1424.63 feet; thence on an assumed
521 bearing of South 00°17'23" East, 208.71 feet; thence North 89°20'50" East, to the West line
522 of S.W. Wanamaker Road; thence northerly on the West line of Wanamaker Road to the
523 South line of Crestridge Square Subdivision No. 2; thence on an assumed bearing of South
524 89°37'17" West, to the Southwest corner of Lot 9, Block "A" of said subdivision; thence
525 westerly, on the South line of Mission Center Subdivision No. 1, to the Southwest corner of
526 said subdivision also being on the West line of the Northeast Quarter of Section 17; thence
527 northerly, on said West line to the Southeast corner of the Southwest Quarter of Section 8,
528 Township 12 South, Range 15 east of the 6th P.M.; thence northerly, on the East line of said
529 Southwest Quarter, to the Southeast corner of Lot 19, Block "A", Southwest Meadows
530 Subdivision; thence westerly, on the North line of S.W. 29th Street, and its extensions to the
531 Southeast corner of Lot 1, Block "A", Mission Woods Subdivision No. 2; thence westerly on a
532 line which is 50 feet north of the South line of the Southwest Quarter of Section 8, Township
533 12 South, Range 15 east of the 6th P.M. to a point which is 738.59 feet east of the Southwest
534 corner of said Southwest Quarter; thence westerly on the North line of S.W. 29th Street, to
535 an intersection with an extension of the East line of Sherwood Estates Subdivision No. 23;
536 thence southerly on the East line of Sherwood Estates Subdivision No. 23, and its extension,
537 to the Southeast corner of said subdivision; thence westerly on the South line of said
538 subdivision to an intersection with the East line of S.W. Urish Road, being a line which is 40
539 feet east of the West line of the Northwest Quarter of Section 17, Township 12 South, Range

540 15 east of the 6th P.M.; thence northerly, parallel with the West line of the Northwest Quarter
541 of said Section 17 to an intersection with the North Line of said Northwest Quarter; thence
542 northerly on a line which is 40 feet east of the West line of the Southwest Quarter of Section
543 8, Township 12 South, Range 15 east of the 6th P.M., to an intersection with an extension of
544 the North line of SW 29th Street from the East, also being a line which is 50 feet north of the
545 South line of said Southwest Quarter; thence westerly parallel with the South line of the
546 Southwest Quarter of said Section 8 to an intersection with the West line of said Southwest
547 Quarter; thence west-southwesterly to the intersection of the West line of Urish Road and the
548 North line of SW 29th Street, being an intersection of a line which is 40 feet west of the East
549 line of the Southeast Quarter of Section 7, Township 12 South, Range 15 east of the 6th P.M.
550 with a line which is 40 feet north of the South line of said Southeast Quarter; thence northerly
551 on said West line of Urish Road to the Southeast corner of Lot 1, Block "A", Good Shepherd
552 Lutheran Church Subdivision; thence westerly on the South line of said Lot 1, 458.98 feet, to
553 the East line of Lot 2, Block "A", of said subdivision; thence southerly on the East line of said
554 Lot 2 to the North line of S.W. 29th Street; thence westerly on said North line to the
555 Southwest corner of Lot 1, Block "A", Tallgrass Subdivision; thence northerly on the West
556 line of said Lot 1, 1268.94 feet, to an intersection with the South line of the North Half of the
557 South Half of Section 7, Township 12 south, Range 15 East of the 6th P.M.; thence westerly
558 on the South line of the North Half of said South Half to a point that is 694.00 feet easterly of
559 the West line of the Southwest Quarter of said Section 7; thence northerly, parallel with said
560 West line, 200.00 feet; thence westerly parallel with the South line of the North Half of the
561 Southwest Quarter, 654.00 feet, more or less, to an intersection with a line which is 25 feet
562 east of the West line of said Southwest Quarter; thence southerly, parallel with the West line
563 of said Southwest Quarter, to an intersection with the South line of the North Half of said
564 Southwest Quarter; thence westerly on the South line of the North Half of said Southwest
565 Quarter, to the Northeast corner of the South Half of the Southeast Quarter of Section 12,
566 Township 12 South, Range 14 east of the 6th P.M.; thence westerly on the North line of the
567 South Half of said Southeast Quarter, to an intersection with a line which is 52.50 feet west
568 of the East line of said Southeast Quarter; thence on an assumed bearing of South
569 00°01'43" West, on a line which is parallel with the East line said Southeast Quarter, also
570 being the West line of S.W. Indian Hills Road, to the most southerly Northeast corner of Lot
571 9, Block "D" in Sherwood Park Subdivision; thence South 05°44'27"West, 120.60 feet to an
572 East corner of Lot 8, Block "D" in Sherwood Park Subdivision; thence South 00°01'43" West,
573 161.79 feet to an East corner of Lot 7, Block "D" in Sherwood Park Subdivision; thence
574 South 45°31'42" West, 39.25 feet to a South corner of said Lot 7; thence North 88°58'19"
575 West, 11.79 feet to a South corner of said Lot 7; thence South 87°12'50" West, 180.40 feet
576 to a South corner of Lot 6, Block "D" in Sherwood Park Subdivision which is 50.50 feet east
577 of the Southwest corner of said Lot 6; thence North 88°58'19" West, on a line which is 52.50
578 feet north of the South line of said Southeast Quarter, to an intersection with the West line of
579 said Southeast Quarter; thence on an assumed bearing of North 88°58'19" West, on a line
580 which is 52.50 feet north of the South line of Southwest Quarter of said Section 12, 748.83
581 feet to the Southwest corner of Lot 4, Block 'A' in Sherwood Park Subdivision No. 8; thence
582 South 01°10'29"West, 52.50 feet to the South line of the Southwest Quarter said Section 12;
583 thence Westerly on said South line, 50 feet, thence North at right angle to said South line
584 140 feet, thence West parallel with said South line, 100 feet, thence South at right angle to
585 previous line, 140 feet to said South line, thence West along said South line to the

586 Southwest corner of said Southwest Quarter, thence North along the West line of said
587 Southwest Quarter to the Northwest corner of said Southwest Quarter, thence East along the
588 North line of said Southwest Quarter to the Northwest corner of the Southeast Quarter of
589 said Section 12; thence North 89°47'32" East, North American Datum 1983, Kansas North
590 Zone, on the North line of said Southeast Quarter to the Southwest corner of the East Half of
591 the Northeast Quarter of said Section 12; thence North 00° 01'14" East, on the West line of
592 said East Half, 2593.22 feet; to a point on a line which is 52.50 feet south of the North line of
593 said Northeast Quarter; thence North 89°33'47" East, parallel with the North line of said
594 Northeast Quarter, 765.65 feet; thence South 00°26'13" East, 38.58 feet; thence
595 southeasterly, on a curve concave northeasterly, having a radius measure of 100.00 feet and
596 an arc length of 78.54 feet, the chord of which bears South 22°56'13" East, 76.54 feet;
597 thence South 45°26'13" East, 193.72 feet; thence southeasterly, on a curve concave
598 southwesterly, having a radius measure of 200.00 feet and an arc length of 107.09 feet, the
599 chord of which bears South 30°05'49" East, 105.82 feet; thence South 14°45'26" East, 41.00
600 feet; thence southeasterly, on a curve concave northeasterly, having a radius measure of
601 200.00 feet and an arc length of 110.34 feet, the chord of which bears South 30°33'47" East,
602 108.95 feet; thence South 46°22'07" East, 168.38 feet; thence North 88°37'53" East, 110.00
603 feet, to a point on a line which is 52.50 feet west of the East line of said Northeast Quarter,
604 thence South 01°22'07" East, parallel with the East line of said Northeast Quarter, 329.06
605 feet; thence North 87°04'11" East, 52.52 feet, to the Southwest corner of the North 966.50
606 feet of the Northwest Quarter of Section 7, Township 12 South, Range 15 east of the 6th
607 P.M.; thence on an assumed bearing of North 88°26'14" East, on the South line of said North
608 966.50 feet, to an intersection with the West line of the Northeast Quarter of Section 7,
609 Township 12 South, Range 15 east of the 6th P.M.; thence northerly on the West line of the
610 Northeast Quarter of said Section 7 to the Northwest corner of said Northeast Quarter;
611 thence northerly to the Southwest corner of Tract 16 in Busby Subdivision; thence easterly to
612 the Southwest corner of Tract 2 in Busby Subdivision; thence northerly to the Northwest
613 corner of said Tract 2; thence easterly on the North line of Busby Subdivision, and its
614 extension, to an intersection with a line which is 30 feet east of the West line of the
615 Southwest Quarter of Section 5, Township 12 South, Range 15 east of the 6th P.M.; thence
616 southerly parallel with the West line of said Southwest Quarter to the Southwest corner of
617 Lot 45 in Broadview Acres; thence westerly on an extension of the South line of said Lot 45
618 to an intersection with a line which is 25 feet east of the West line of said Southwest Quarter;
619 thence southerly parallel with the West line of said Southwest Quarter to an intersection with
620 a line which is 30 feet north of the South line of said Southwest Quarter; thence easterly
621 parallel with the South line of said Southwest Quarter to an intersection with an extension of
622 the East line of Lot 4, Block "D" in Brookfield West Subdivision No. 3; thence southerly on
623 said extension to the North line of the Northwest Quarter of Section 8, Township 12 South,
624 Range 15 east of the 6th P.M.; thence southerly on said extension and on the East line of
625 said Lot 4, 268.00 feet; thence east 163.00 feet; thence northerly on the West lines of Lots
626 10 and 11, Block "D" in Brookfield West Subdivision No. 3, to the Northwest corner of said
627 Lot 11; thence easterly on a line which is 50 feet south of the North line of said Northwest
628 Quarter to an intersection with an extension of the West line of the East Half of the East Half
629 of the Southwest Quarter of Section 5, Township 12 South, Range 15 east of the 6th P.M.;
630 thence North 0°1'15" East, North American Datum 1983, Kansas North Zone, on the West
631 line of the East Half of the East Half of said Southwest Quarter, to a point on the South line

632 of SW 17th Street, 52.56 feet southerly distant from the Northwest corner of the East Half of
633 the East Half of said Southwest Quarter; thence South 87°43'46" West on a line which is
634 52.50 feet south of the North line of said Southwest Quarter, also being the South line of SW
635 17th Street, to an intersection with the West line of Lot 20 in Broadview Acres; thence
636 northerly on the West line of Lot 20 to a point 15.02 feet southerly distant from the Northwest
637 corner of said lot; thence westerly on a line which is 15 feet south of the North line of Lot 38
638 in Broadview Acres, and its extension, to a point 105.00 feet westerly distant from the East
639 line of Lot 38; thence North 65°05'26" East, 32.84 feet to the North line of Lot 38; thence
640 westerly on the North line of Lots 38 and 39 in Broadview Acres to a point which is 65.00 feet
641 easterly distant from the Northwest corner of Lot 39; thence South 36°58'08" West, 47.74
642 feet; thence South 16°29'26" West, 52.37 feet to a point on a line which is 52.5 feet east of
643 the West line of said Southwest Quarter; thence North 0°43'59" East parallel with the West
644 line of said Southwest Quarter, to an intersection with the South line of the Northwest
645 Quarter of said Section 5; thence North 0°53'14" East, on a line which is 52.5 feet east of the
646 West line of said Northwest Quarter, 1589.09 feet; thence North 87°53'48" East parallel with
647 the North line of said Northwest Quarter, 1601.67 feet to a point on the West line of Lot 1,
648 Block A, Arbor Valley Subdivision; thence North 0°39'21" West on the West line of said Lot
649 1, to a point on a line which is 30 feet south of the North line of said Northwest Quarter;
650 thence South 87°53'48" West on a line which is 30 feet south of the North line of the
651 Northwest Quarter of said Section 5, 1601.44 feet to a point on a line which is 25 feet east of
652 the West line of said Northwest Quarter; thence North 00°53'14" East, parallel with the West
653 line of said Northwest Quarter, 30.04 feet to a point on the North line of said Northwest
654 Quarter; thence North 01°50'24" West, on a line which is 25 feet east of the West line of the
655 Southwest Quarter of Section 32, Township 11 South, Range 15 east of the 6th P.M., 552.48
656 feet; thence North 87°53'51" East, 620.82 feet; thence north-northeasterly on a curve
657 concave easterly, having a radius measure of 288.50 feet and an arc length of 236.75 feet,
658 the chord of which bears North 22°25'24" East, 230.03 feet; thence North 37°31'27" East,
659 73.75 feet; thence North 87°53'51" East, 67.65 feet; thence South 61°37'24" East, 93.15
660 feet; thence North 87°18'00" East, 381.34 feet to a point on the West line of the Southeast
661 Quarter of the Southwest Quarter of said Section 32; thence South 01°46'12" East on the
662 West line of the Southeast Quarter of the Southwest Quarter of said Section 32, 111.59 feet
663 to the Northwest corner of the South Half of the Southeast Quarter of the Southwest Quarter
664 of said Section 32; thence North 87°54'38" East on the North line of said South Half, 1316.47
665 feet to a point on the West line of the Southeast Quarter of said Section 32; thence North
666 01°41'55" West on the West line of the Southeast Quarter of said Section 32, 666.05 feet, to
667 the Northwest corner of the South Half of the Southeast Quarter of Section 32; thence
668 easterly on the North line of the South Half of said Southeast Quarter, 186.92 feet, to the
669 Westerly right-of-way line of U.S. Interstate Highway 470; thence northwesterly, on said
670 Westerly right-of-way line, to a point on the North line of S.W. 10th Street; thence westerly
671 on the North line of S.W. 10th Street, to an intersection with an extension of the East line of
672 Red Oaks Place; thence on an assumed bearing of South 01°35'05" East, on the East line of
673 Red Oaks Place, and its extension, 1367.31 feet, to the Southeast corner of Red Oaks
674 Place; thence South 87°55'48" West, 1090.50 feet, to the East line of Urish Road; thence
675 North 01°50'38" West, on the East line of Urish Road, and its extensions, 1327.96 feet, to an
676 intersection with the North line of the Southwest Quarter of Section 32, Township 11 South,
677 Range 15 east of the 6th P.M.; thence South 87°57'54" West, on the North line of said

678 Southwest Quarter, to the Southeast corner of the Northeast Quarter of Section 31,
679 Township 11 South, Range 15 east of the 6th P.M.; thence South 87°16'57" West on the
680 South line of said Northeast Quarter, 40.01 feet; thence North 01°42'41" West parallel with
681 the East line of said Northeast Quarter, 40.01 feet to the Southeast corner of Lot 1, Block 'A'
682 in Gail Subdivision; thence South 87°16'57" West on the South line of Lot 1, 418.68 feet;
683 thence South 89°11'01" West on the North line of SW 10th Street, 509.17 feet; thence North
684 70°28'23" West on the North line of SW 10th Street, 251.06 feet to the West corner of Lot 12,
685 Block 'A' in Gail Subdivision; thence North 58°39'21" West, 60.29 feet to the South corner of
686 Lot 2, Block 'A' in Gail Subdivision; thence northwesterly on the Southwest line of Lot 2 being
687 a curve concave northeasterly, having a radius measure of 527.96 feet and an arc length of
688 130.17 feet, the chord of which bears North 43°36'28" West, 129.84 feet; thence North
689 01°04'20" West on the West line of Gail Subdivision, 631.43 feet to the Northwest corner
690 thereof; thence North 87°24'52" East on the North line of Gail Subdivision, 835.00 feet;
691 thence South 89°30'42" East on the North line of Gail Subdivision, 375.50 feet to a point on
692 the West line of SW Urish Road; thence South 11°48'27" East on the West line of Urish
693 Road, 409.64 feet; thence North 88°17'19" East, 75.00 feet to an intersection with a line
694 which is 25 feet east of the West line of the Northwest Quarter of Section 32, Township 11
695 South, Range 15 east of the 6th P.M.; thence North 01°42'41" West, parallel with the West
696 line of said Northwest Quarter, to an intersection with the North line of said Northwest
697 Quarter; thence North 87°45'17" East, 2613.78 feet, to the Northwest corner of the Northeast
698 Quarter of Section 32, Township 11 South, Range 15 east of the 6th P.M.; thence easterly,
699 on the South line of the Southeast Quarter of Section 29, Township 11 South, Range 15 east
700 of the 6th P.M., 134.78 feet; thence northerly, at a right angle, 30.00 feet; thence westerly,
701 parallel with the South line of said Southeast Quarter, 134.33 feet; thence Northerly, on the
702 West line of said Southeast Quarter, to the Northwest corner of Lot 15, Block 'A' in River Hill
703 Residential Subdivision; thence westerly on the North line of the South Half of the Southwest
704 Quarter of said Section 29, to the most westerly Southwest corner of Lot 13, Block 'A' in
705 River Hill Residential Subdivision; thence northerly to the Northwest corner of said Lot 13;
706 thence easterly, to the Northeast corner of Lot 11, Block 'A' in River Hill Residential
707 Subdivision; thence southerly, to the Northwest corner of Lot 10, Block 'A' in River Hill
708 Residential Subdivision; thence on an assumed bearing of North 87°45'41" East, on a North
709 line of River Hill Residential Subdivision, 996.42 feet; thence North 00°42'20" West, 39.40
710 feet; thence North 87°45'41" East, on a North line of River Hill Residential Subdivision,
711 330.00 feet, to an intersection with the West line of the Southwest Quarter of Section 28,
712 Township 11 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of North
713 01°23'09" East, on the West line of the last said Southwest Quarter, to the Southwest corner
714 of the Northwest Quarter of said Section 28; thence North 00°27'26" East, on the West line
715 of said Northwest Quarter, to the Northwest corner of Lot 1, Block A in Menninger
716 Subdivision; thence easterly, on the North line of said Lot 1, to the Northeast corner of said
717 Lot 1; thence northerly, on the West line of the Northeast Quarter of said Section 28, to the
718 South bank of the Kansas River; thence continuing northerly on the West lines of the East
719 Halves of Sections 28 and 21, Township 11 south, Range 15 east of the 6th P.M., to the
720 North line of Lower Silver Lake Road; thence east on the North line of Lower Silver Lake
721 Road to the East line of Menoken Road; thence northerly on the East line of Menoken Road,
722 1281.10 feet; thence easterly on the North line of Sun Valley Subdivision No. 2 to the

723 Northeast corner thereof; thence southerly on the East line of said subdivision, 1279.38 feet,
724 to the North line of Lower Silver Lake Road; thence easterly on said North line to the West
725 line of Kaw Half-Breed Reserve No. 1; thence north on the West line of Kaw Half-Breed
726 Reserve No. 1, to the Northwest corner of said Reserve No. 1; thence northeasterly to the
727 intersection of the North right-of-way line of U.S. Highway No. 24 and the West line of the
728 Southwest Quarter of Section 14, Township 11 South, Range 15 east of the 6th P.M. said
729 point being 100.00 feet north of the Centerline of U.S. Highway 24; thence on an assumed
730 bearing of North 00°25'08" West, 1065.79 feet, to a point which is 287.2 feet south of the
731 Northwest corner of said Southwest Quarter, being an intersection with the Northwest line of
732 US Highway 75; thence South 52°13'52" West, on the Northwest line of US Highway 75,
733 25.16 feet; thence North 00°25'08" West, on a line which is 20 feet west of the East line of
734 Lot 3 in Section 15, Township 11 South, Range 15 east of the 6th P.M., 302.19 feet, to a
735 point on the North line of said Lot 3; thence North 01°18'04" East, on a line which is 20 feet
736 west of the East line of Lot 2 in said Section 15, 18.96 feet; thence North 88°12'36" East, on
737 a line which is 30 feet north of the Centerline of Northwest 25th Street, 1010.99 feet; thence
738 North 01°47'24" West, 92.55 feet; thence North 37°59'36" East on the Southeast line of US
739 Highway 75, 364.65 feet to the Northwest corner of Lot 1, Block A in ADR Industrial Park;
740 thence North 38°01'44" East on the Southeast line of US Highway 75, 266.26 feet to the
741 North corner of said Lot 1; thence South 51°59'33" East on the Northeast line of Lot 1, 89.98
742 feet to the Northeast corner of said lot; thence North 38°03'02" East on a West line of Lot 4,
743 Block A in ADR Industrial Park, 89.91 feet; thence North 51°59'33" West on a West line of
744 said Lot 4, 90.03 feet; thence North 37°44'54" East on a West line of Lot 4, 15.74 feet;
745 thence North 4°25'54" West on the East line of US Highway 75, 367.87 feet; thence North
746 3°20'43" East on the East line of US Highway 75, 87.90 feet to a corner of Lot 7, Block A in
747 ADR Industrial Park; thence South 86°36'56" East on a West line of said Lot 7, 89.99 feet;
748 thence North 3°26'25" East on a West line of Lot 7, 89.99 feet; thence North 86°36'56" West
749 on a West line of Lot 7, 90.12 feet; thence North 3°30'12" East, 189.43 feet to the most
750 westerly Northwest corner of Lot 7; thence South 79°14'42" East on the North line of Lot 7,
751 165.81 feet; thence North 28°08'28" East on a West line of Lot 7, 224.70 feet; thence North
752 46°43'13" East on a Northwest line of Lot 7, 53.39 feet; thence South 85°46'45" East, 24.67
753 feet to the Northeast corner of Lot 7; thence South 2°00'04" East, on the East line of Lot 7,
754 82.48 feet to the Northwest corner of Lot 8, Block A in ADR Industrial Park; thence South
755 41°23'22" East, 645.35 feet to the most easterly Northeast corner of Lot 9, Block A in ADR
756 Industrial Park; thence South 1°42'26" East, 988.68 feet to the Southeast corner of Lot 11,
757 Block A in ADR Industrial Park; thence South 1°41'17" East, 37.50 feet to an intersection
758 with the South line of the Northwest Quarter of said Section 14; thence continuing on South
759 1°41'17" East to the South line of NW 25th Street; thence South 89°49'44" West on a line
760 which is 30 feet south of the Centerline of NW 25th Street, also being the South line of NW
761 25th Street, 437.89 feet; thence South 75°49'43" West on the South line of NW 25th Street,
762 163.8 feet; thence South 84°49'43" West on the North line of Lot 1, Block "A" in Midwest
763 Subdivision No. 2, 136.9 feet to the Northwest corner of said lot; thence South 87°12'27"
764 West, 200.66 feet to the Northeast corner of Lot 1, Block 'A' in BRB Subdivision No. 2;
765 thence South 04°20'53" East, 375.00 feet; thence South 11°14'02" West, 519.20 feet; thence
766 South 41°56'26" West, 471.70 feet, to the south corner of BRB Subdivision No.2; thence
767 Easterly on a line which is 150.00 feet north of the Centerline of existing US Highway 24 to
768 the Southwest corner of Lot 3 of Six Zero North Subdivision; thence Northerly along the

769 West line of said Lot 3 to the Northwest corner of said Lot 3; thence Easterly along the North
770 line of said Lot 3 to the Northeast corner of said Lot 3, also being a point on the West line of
771 Lot 2 of said Six Zero North Subdivision; thence Northerly along the West lines of said Lot 2
772 and Lot 1 of said Six Zero North Subdivision to the North line of Government Lot 4 of
773 Fractional Section 14, Township 11 South, Range 15 East of the 6th P.M.; thence Easterly
774 along the North line of said Government Lot 4 to the Northwest corner of Government Lot 5
775 of said Fractional Section 14; thence continue Easterly along the North line of said
776 Government Lot 5 to the Northeast corner of said Government Lot 5; thence Southerly along
777 the East line of said Government Lot 5 to said line which is 150.00 feet north of the
778 Centerline of existing US Highway 24; thence Easterly along said line to the East right-of-way
779 line of the Chicago Rock Island and Pacific Railroad; thence northerly on the East right-of-
780 way line of said railroad to its intersection with the West line of Section 18, Township 11
781 south, Range 16 east of the 6th P.M.; thence north on the West line of said Section 18 to the
782 South line of Menninger Road; thence west on the South line of Menninger Road to its
783 intersection with the West line of Green Hills Road; thence north on said West line to its
784 intersection with the South line of the Southeast Quarter of Section 12, Township 11 South,
785 Range 15 East of the 6th P.M.; thence westerly on said South line to the East right-of-way
786 line of the Chicago Rock Island and Pacific Railroad; thence northwesterly on said East line
787 to the South line of N.W. 35th Street; thence easterly on said South line to the Northeast
788 corner of Lot 1, Block "D", Forest Hills Estates Subdivision; thence southerly on the East
789 lines of Lots 1 and 2, Block "D" in said subdivision to the Southeast corner of Lot 2, Block "D"
790 in said subdivision; thence easterly, 242.00 feet south of and parallel with the North line of
791 said Southeast Quarter, to an intersection with the East line of Green Hills Road; thence
792 southerly on the said East line of Green Hills Road to an intersection with a line which is 20
793 feet north of the South line of the Southwest Quarter of Section 7, Township 11 South,
794 Range 16 east of the 6th P.M.; thence easterly, parallel with the South line of the Southwest
795 Quarter of said Section 7, to an intersection with an the West line of Daisy Brown Martin
796 Subdivision; thence northerly, to the Southwest corner of Lot 11 in said subdivision; thence
797 easterly, on the North line of Menninger Road, to the Southeast corner of Lot 36 in Daisy
798 Brown Martin Subdivision; thence southerly, on an East line of Daisy Brown Martin
799 Subdivision, to an intersection with a line which is 20 feet north of the South line of the
800 Southwest Quarter of said Section 7; thence easterly, on an assumed bearing of North
801 88°20'01" East, parallel with the South line of the Southwest Quarter of said Section 7, to an
802 intersection with the West line of Rochester Cemetery; thence North 00°51'36" West,
803 1467.73 feet; thence North 89°40'29" East, on the North line of Rochester Cemetery, 98.5
804 feet to the Southeast corner of Lot 49 in Daisy Brown Martin Subdivision; thence North
805 01°24'25" West, 323.50 feet, to the Northeast corner of said Lot 49; thence South 86°51'36"
806 West, 434.00 feet, to the Northwest corner of said Lot 49; thence North 01°24'25" West,
807 parallel with the West line of the Southwest Quarter of said Section 7, 467.64 feet; thence
808 South 88°05'43" West, parallel with the North line of the Southwest Quarter of said Section
809 7, 50.0 feet; thence North 01°24'25" West, parallel with the West line of the Southwest
810 Quarter of said Section 7, 300.0 feet; thence North 88°05'43" East, parallel with the North
811 line of the Southwest Quarter of said Section 7, 50.0 feet; thence North 01°24'25" West, 60.0
812 feet, to an intersection with a line which is 20 feet south of the North line of the Southwest
813 Quarter of said Section 7; thence North 88°05'43" East, parallel with the North line of the
814 Southwest Quarter of said Section 7, 970.09 feet; thence South 01°26'37" East, parallel with

815 the East line of said Southeast Quarter, 580.0 feet; thence North 88°05'43" East, parallel
816 with the North line of said Southwest Quarter, 179.50 feet, to an intersection with the West
817 line of the Southeast Quarter of said Section 7; thence North 88°17'11" East, parallel with the
818 North line of the Southeast Quarter of said Section 7, 200.0 feet; thence South 01°26'37"
819 East, parallel with the West line of the Southeast Quarter of said Section 7, 1739.28 feet;
820 thence South 88°01'54" West, parallel with the South line of said Southeast Quarter, 200
821 feet; thence South 01°26'37" West, on the West line of said Southeast Quarter, 289.97 feet,
822 to an intersection with a line which is 20 feet north of the South line of the Southeast Quarter
823 of said Section 7, also being the North line of Menninger Road; thence easterly, parallel with
824 the South line of said Southeast Quarter, to an intersection with an extension of the West
825 line of Lot 2A in Tolin Subdivision; thence northerly, to the Southwest corner of Lot 2A in
826 Tolin Subdivision; thence easterly, to the Southeast corner of Lot 1A in Tolin Subdivision;
827 thence southerly, on an extension of the East line of Lot 1A in Tolin Subdivision to an
828 intersection with a line which is 20 feet north of the South line of the Southeast Quarter of
829 said Section 7; thence easterly, parallel with the South line of said Southeast Quarter, to an
830 intersection with the West line of Ward Lot Subdivision; thence northerly, to the Southwest
831 corner of Ward Lot; thence easterly, to the Southeast corner of Ward Lot; thence southerly,
832 on the East line of Ward Lot Subdivision, to an intersection with a line which is 20 feet north
833 of the South line of the Southeast Quarter of said Section 7; thence easterly, parallel with the
834 South line of said Southeast Quarter, to an intersection with the Centerline of Rochester
835 Road; thence northerly on the Centerline of Rochester Road, to an intersection with a line
836 which is 50 feet north of the South line of the Southeast Quarter of said Section 7; thence
837 easterly parallel with the South line of said Southeast Quarter, to an intersection with the
838 West line of the Southwest Quarter of Section 8, Township 11 South, Range 16 east of the
839 6th P.M.; thence northerly to the Southwest corner of Lot 1 in Dale Lots; thence easterly, to
840 the Southeast corner of Lot 2 in Dale Lots; thence southerly, on an extension of the East line
841 of Dale Lots subdivision, to an intersection with a line which is 50 feet north of the South line
842 of the Southwest Quarter of said Section 8; thence easterly, parallel with the South line of
843 said Southwest Quarter, to an intersection with the West line of the East Half of said
844 Southwest Quarter; thence southerly, to an intersection with a line which is 8 feet north of the
845 South line of said Southwest Quarter; thence easterly, parallel with the South line of said
846 Southwest Quarter, to a point which is 496 feet east of the Southwest corner of the East Half
847 of the Southwest Quarter of said Section 8, as measured on and normal from said South
848 line; thence east-northeasterly, to an intersection with a line which is 20 feet north of the
849 South line of the East Half of said Southwest Quarter, at a point which is 678 feet east of the
850 Southwest corner of the East Half of said Southeast Quarter, as measured on and normal
851 from said South line; thence easterly, parallel with the South line of the East Half of said
852 Southwest Quarter, to an intersection with the West line of the Southeast Quarter of said
853 Section 8; thence easterly, on a line which is 20 feet north of the South line of said Southeast
854 Quarter, to an intersection with a line which is 30 feet east of the West line of said Southeast
855 Quarter; thence southerly, parallel with the West Line of said Southeast Quarter, to an
856 intersection with the North line of Section 17, Township 11 south, Range 16 east of the 6th
857 P.M.; thence easterly, on the North line of said Section 17, to the East Right-of-way line of
858 Soldier Creek Cutoff and Channel Improvement; thence southerly and easterly on said right-
859 of-way line to the East line of Kaw Half-Breed Reserve No. 5; thence southerly, 592.92 feet
860 on said East line to its intersection with the Centerline of Indian Creek, the same being the

Northwest corner of Hillyers Subdivision; thence in an easterly direction, following the meandering of said Indian Creek, to a point which is 17.00 chains west of the East line and 14.13 chains north of the Southeast corner of the Northeast Quarter of Kaw Half-Breed Reserve No. 6; thence southerly, parallel with the East line of said Kaw Reserve No. 6 about 51.50 chains distance to the North Bank of the Kansas River; thence northwesterly on the said Kansas River bank to the intersection with the East line of Oakland Addition when extended north; thence southerly, on said extension of the East line of Oakland Addition to the Northeast corner of said addition; thence continuing southerly on the East line of said addition, to a point 2657.77 feet north of the Southwest corner of Section 22; thence on an assumed bearing of North 88°34'44" East, 139.90 feet; thence South 47°09'21" East, 1915.20 feet; thence North 00°12'26" East, 2260.65 feet; thence South 61°49'02" East, 353.78 feet; thence South 53°47'05" East, 788.21 feet; thence South 74°58'05" East, 119.87 feet, to the West line of N.E. Lahr Avenue; thence South 00°06'44" East, on the West line of Lahr Avenue, 1569.01 feet, to the South line of the North Half of the Southwest Quarter of said Section 22; thence easterly on said South line, 30.00 feet, to the Northeast corner of the South Half of the Southwest Quarter of said Section 22; thence southerly, 1320 feet, more or less, to the Southeast corner of the Southwest Quarter of said Section 22; thence easterly, on the North line of Section 27, Township 11 South, Range 16 east, of the 6th P.M., to the Northeast corner of said section; thence southerly, on the East line of said Section 27, 2656.13 feet, to the Southwest corner of the Northwest Quarter of Section 26, Township 11 South, Range 16 east, of the 6th P.M.; thence easterly 35 rods to the East Bank of the Shunganunga Creek (old channel); thence northeasterly on said East Bank, 35 rods; thence northwesterly, at right angles to the East Bank, to the Centerline of said creek; thence northeasterly, easterly and southeasterly down the Centerline of said creek and along its meandering to its intersection with the North line of the South Half of the Southwest Quarter of said Section 26; thence east on the North line of the South Half of the Southwest Quarter to the West line of N.E. Kincaid Road; thence southerly, on the West line of N.E. Kincaid Road, 1279.71 feet to the North line of Seward Avenue; thence westerly on the North line of Seward Avenue to the West line of Section 26, also being the East line of Section 27; thence on an assumed bearing of South 88°31'13" West, on a line which is 40.00 feet 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 southwestwesterly 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;

1044 thence South 88°23'32" West, on the South line of the Southwest Quarter of Section 7,
1045 2146.71 feet, thence on a bearing of North 01°52'44" West, parallel with the West line of
1046 said Southwest Quarter of Section 7, 361.50 feet; thence South 88°23'32" West, parallel with
1047 the South line of said Southwest Quarter of Section 7, 216.30 feet, to the Southeast corner
1048 of Quality Oil Subdivision No. 3; thence North 01°52'44" West, on the East line of said
1049 Quality Oil Subdivision No. 3, and parallel with the West line of said Southwest Quarter of
1050 Section 7, 299.83 feet (300.00 feet plat) to the Northeast corner of said Quality Oil
1051 Subdivision No. 3; thence South 88°23'32" West, on the North line of said Quality Oil
1052 Subdivision No. 3, and parallel with the South line of said Southwest Quarter of Section 7,
1053 94.74 feet, to the Northwest corner of said Quality Oil Subdivision No. 3; thence North
1054 01°55'59" West, on the Easterly Right of Way line of former US Highway 75, 906.14 feet;
1055 thence North 88°07'18" East, on the Easterly Right of Way line of said highway and parallel
1056 with the North line of said Southwest Quarter of Section 7, 9.90 feet; thence North 04°18'42"
1057 East, on said Easterly Right of Way line, 288.60 feet; thence North 06°49'42" East, on said
1058 Easterly Right of Way line, 813.00 feet to the point of beginning. Contains 689.944 acres,
1059 more or less.

1060
1061 A tract of land in the North Half of the Southwest Quarter of Section 9, Township 13 south,
1062 Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as:
1063 Beginning at the Southwest corner of said North Half of said Southwest Quarter; thence on
1064 an assumed bearing of North 33°02'55" East, on the Southerly line of Forbes Field
1065 Subdivision, 484.30 feet; thence North 26°33'23" East, on said Southerly line, 580.54 feet;
1066 thence North 02°21'27" East, on said Southerly line, 412.03 feet to a point on the North line
1067 of the North Half of said Southwest Quarter; thence North 88°27'10" East, on said North line,
1068 2064.05 feet to the Northeast corner of the North Half of said Southwest Quarter; thence
1069 South 00°19'58" East, on the East line of the North Half of said Southwest Quarter, 1325.13
1070 feet to the Southeast corner of the North Half of said Southwest Quarter; thence South
1071 88°31'16" West, on the South line of the North Half of said Southwest Quarter, 2658.73 feet
1072 to the point of beginning. Contains 69.093 acres, more or less.

1073
1074 A tract of land in the Southwest Quarter of Section 10, Township 12 south, Range 16 east of
1075 the 6th P.M., in Shawnee County, Kansas, described as:
1076 Beginning at a point which is 250.00 feet east and 50.00 feet north of the Southwest corner
1077 of said Southwest quarter, thence on an assumed bearing of North 89°04'15" East, on the
1078 North line of 29th Street, 365.00 feet; thence North 00°00'00" East, 32.64 feet measured
1079 (35.00 feet described); thence on a curve to the left, having a radius measure of 146.09 feet
1080 measured (146.11 described) an arc distance of 229.48 feet measured (229.51 feet
1081 described); thence South 00°00'00" East, 35.28 feet; thence North 56°00'00" West, 264.00
1082 feet; thence South 00°00'00" West, 297.00 feet to the point of beginning. Contains 1.62
1083 acres.

1084
1085 A tract in the South Half of Section 22, Township 12 South, Range 16 east of the 6th P.M., in
1086 Shawnee County, Kansas, described as: Beginning at the Southeast corner of the Southeast
1087 Quarter of said Section 22; thence on an assumed bearing of North 89°52'00" West on the
1088 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 South Half of the Northwest Quarter of Section 23, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more particularly described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence North 01° 31' 24" West a distance of 1319.87 feet to the Northwest corner of the South Half of said Northwest Quarter; thence North 88° 49' 34" East a distance of 2658.83 feet to the Northeast corner of said South Half; thence South 01° 37' 51" East a distance of 1324.46 feet to the Southeast corner of said Northwest Quarter; thence South 88° 55' 28" West a distance of 2661.35 feet to the point of beginning. Contains 80.48 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, 131.05 feet to an intersection with the West right of way line of Southwest Topeka Boulevard; thence South 9°17'20" West on said West right of way line, 329.80 feet; thence South 2°28'32" West on said West right of way line, 536.40 feet; thence South 0°57'28" East on said right of way line, 1375.10 feet; thence South 9°46'07" East, 137.64 feet to the point of beginning.

Contains 21.90 acres, more or less.

The area within the corporate limits is 62.533 square miles, more or less.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed, in accordance with the provisions of K.S.A. 12-518 to file a certified copy of this resolution with the County Clerk, the Register of Deeds office, the State Transportation Engineer and Election Commissioner.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, 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 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Richard Nienstedt, Interim City Manager DOCUMENT #:
SECOND PARTY/SUBJECT: Downtown Business Improvement District PROJECT #:
2024 Service Fee
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 002 Administration
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 relating to the Capital City Downtown Business Improvement District, amending Section 3.40.030 of the Topeka Municipal Code and repealing original section.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would continue the current service fee imposed on downtown businesses.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to authorize continuation of the current service fee in 2024.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

State law authorizes the imposition of service fees on businesses located within a business improvement district (BID). The City has established a BID for the downtown. Service fees are based on square footage and location. Service fees are used to provide a variety of services to downtown businesses such as landscaping, lighting on Kansas Avenue and programs to promote downtown. There are no changes to the service fees for

2024.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

Map

2024 Capital City Downtown BID Program of Service and Budget

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Richard Nienstedt, establishing a service fee levy for 2024 relating to the Capital City Downtown Business Improvement District, amending § 3.40.030 of the Topeka Municipal Code and repealing original section.

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

Section 1. That section 3.40.030, Method of raising revenue, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Method of raising revenue.

(a) The method to be used to raise the funds necessary for the district shall be the levy of service fees upon all businesses located within the district. "Business" means a fixed place of business where one or more persons are employed or engaged in the purchase, sale, provision or manufacturing of commodities, products or services. The ownership of real estate which is unoccupied and which is held for investment purposes, for sale or lease, shall be considered a business. For the purposes of this chapter, the operation of multifamily residential property and the operation of structured parking facilities shall not be considered to be a business.

(b) The service fees shall be based upon the location of the business in one of the tier areas located in the map which is incorporated by reference. However, the maximum service fee per business will not exceed \$15,000 regardless of the number of square feet or tier area. The service fees assessed shall be as follows:

Number of square feet	Rate

Number of square feet	Rate
0 – 999	\$60 (all tiers)
1,000 plus (tier one)	\$.0905 per square foot
1,000 plus (tier two)	\$.0405 per square foot
Unoccupied Real Estate	Rate
Tier One	\$.04525 per square foot
Tier Two	\$.0205 per square foot

(c) For the purposes of this chapter, the number of square feet of floor area occupied shall be determined as the total area designated for the exclusive use by the owner or tenants expressed in square feet and measured from the centerline of joint partitions and from outside wall faces. In the case of leased property, square feet of floor area occupied is considered that area for which tenants pay rent. In no event shall square feet of floor area occupied include public toilets, corridors, stairwells, elevators, mechanical equipment rooms, lobbies, mall areas, or hotel sleeping rooms. Further, in no event shall square feet of floor area occupied include area which is unusable or is not occupied due to applicable City codes. In the case of a building occupied by a single business, the gross floor area may be reduced by subtracting the actual measured square footage of excluded areas as defined in this section or by subtracting 15 percent of the gross floor area, whichever is greater.

(d) Service fees under this section shall be levied for the year ~~2023~~2024 and

shall be due and payable in two semiannual installments. Service fees shall be deemed delinquent if not paid within 30 days of the due date provided for the second semiannual installment.

Section 2. That original § 3.40.030 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its 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 Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

Downtown Business Improvement District



- Tier 1
- Tier 2

May 10, 2023

Mr. Stephen Wade
City Manager



Dear Mr. Wade;

The Capital City Downtown Business Improvement District (CCDBID) Advisory Board has prepared their recommended budget for 2024. As required by the state statute and city ordinance, the budget and program of services will be considered and approved by the Advisory Board and submitted on or before May 15, 2023. Downtown Topeka, Inc., as the contractor for the CCDBID, will carry out the following program of services to the extent that the funding will permit:

1. Provide general maintenance and cleaning of the district on Kansas Avenue from 10th to Crane Street and other streets as determined by the administrator.
2. Provide maintenance of the equipment used in downtown cleaning.
3. Provide a walking path during snow on sidewalks from 4th to 10th on Kansas Avenue as well as the side streets from 6th to 10th.
4. Promote the district through a variety of marketing tools.
5. Spray for weeds on sidewalks
6. Underwrite and support special downtown events and parades.
7. Provide timely and pertinent information through the available mediums.
8. Publish a BID newsletter to communicate to businesses in the district.
9. Provide administrative services including inventory maintenance, office/overhead, insurance, salaries, benefits, etc.
10. Recruit new businesses and residential opportunities.
11. Collaborate with the City to provide Christmas lights and banners on Kansas Avenue.

We are committed to maintaining a clean, safe and inviting environment as we work to attract new businesses, residents and developments to the district. The CCDBID Advisory Board and Downtown Topeka, Inc. will address each situation with the following goals:

1. Create an attractive physical environment.
2. Create an attractive economic environment.
3. Strive to achieve excellence in the quality of life as a center of government, commerce, culture, history and recreation.

Thank you for your continued support and for the outstanding partnership we share.

Sincerely,

Ashley Gilfillan
President

2024 Capital City Downtown BID Program of Service / Budget							
				2024	2023	2022	
		Projected Beginning Balance		\$ -	\$ -	\$ -	
Projected/Actual Revenue Current & Prior Years				\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	
		Uncollectable (10%)		\$ (22,000.00)	\$ (22,000.00)	\$ (11,000.00)	
Total Revenue		Projected Revenue		\$ 198,000.00	\$ 198,000.00	\$ 209,000.00	
Total Expense		Projected Expenses		\$ 209,551.24	\$ 198,051.24	\$ 309,001.24	
Difference		Budget vs Projection difference		\$ (11,551.24)	\$ (51.24)	\$ (100,001.24)	
		Projected Expenses					
District Maintenance:		Contract for Outdoor Cleaning Maintenance		\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	
		Landscape Improvements/Maint.		\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	
		Maintenance Equipment		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
		Utility Vehicle Maintence		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
		District maintenance other		\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	
		Event Insurance - Brier Payne Meade		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
		Misc Expenses		\$ 4,725.00	\$ 1,225.00	\$ 1,225.00	
		Category Total:		\$ 40,225.00	\$ 33,725.00	\$ 33,725.00	
District Programming		Special Events		\$ 35,000.00	\$ 30,000.00	\$ 38,000.00	
		(parades, concerts, other)					
		Category Total:		\$ 35,000.00	\$ 30,000.00	\$ 38,000.00	
District Promotion		Media Advertising		\$ 12,000.00	\$ 12,000.00	\$ 21,475.00	
		Printed Materials		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
		District Promotions Other		\$ 4,500.00	\$ 4,500.00	\$ 13,975.00	
		Category Total:		\$ 19,000.00	\$ 19,000.00	\$ 37,950.00	
District Admin		Administrative Expenses		\$ 97,326.24	\$ 97,326.24	\$ 97,326.24	
		Category Total:		\$ 97,326.24	\$ 97,326.24	\$ 97,326.24	
District Enhancements				\$ 8,000.00	\$ 8,000.00	\$ 92,000.00	
		Category Total:		\$ 8,000.00	\$ 8,000.00	\$ 92,000.00	
New Opportunities		New Opportunities		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
		Category Total:		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
Category Totals							
		District Maintenance		\$ 40,225.00	\$ 33,725.00	\$ 33,725.00	
		District Programming		\$ 35,000.00	\$ 30,000.00	\$ 38,000.00	
		District Promotion		\$ 19,000.00	\$ 19,000.00	\$ 37,950.00	
		District Administration		\$ 97,326.24	\$ 97,326.24	\$ 97,326.24	
		Staff BID Exp \$86,077.47					
		Office Expenses \$11,248.77					
		District Enhancements		\$ 8,000.00	\$ 8,000.00	\$ 92,000.00	
		Contingency Funds Available					
		New Opportunities		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
		TOTAL Expenses:		\$ 209,551.24	\$ 198,051.24	\$ 309,001.24	



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE:	December 19, 2023	
CONTACT PERSON:	Richard Nienstedt, Interim City Manager	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Tourism Business Improvement District 2024 Service Fee	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 002 Administration	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 relating to the Topeka Tourism Business Improvement District, amending Section 3.65.035 of the Topeka Municipal Code and repealing original section.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would continue the current service fee of \$1 per room per night on hotel room rentals.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to authorize continuation of the current service fee in 2024.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

State law authorizes the imposition of service fees on businesses located within a business improvement district (BID). The City has established a tourism business improvement district that encompasses the entire City.

This BID ends on December 31, 2027. Service fees are used for for promotions and support of community events at Every Plaza. There are no changes to the service fees for 2024.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

Topeka Tourism Business Improvement District (BID) Annual Budget and Services 2024

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 relating to the Topeka Tourism Business Improvement District, amending § 3.65.035 of the Topeka Municipal Code and repealing original section.

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

Section 1. That section 3.65.035, TTBID service fees, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

TTBID service fees.

(a) The service fee levied on all hotels in the District for calendar year ~~2023~~2024 shall be \$1.00 per paid occupied room per night on hotel room rentals.

(b) All revenue from the service fees shall be placed in a special fund, as required by K.S.A. 12-1792 and amendments thereto, and shall be used only for the services identified in TMC 3.65.020.

Section 2. That original § 3.65.035 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its 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.

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PASSED AND APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

Topeka Tourism Business Improvement District

Advisory Board Annual Report

Budget and Services 2024

May 15, 2023

Purpose:

The Tourism Business Improvement District (TBID) was created to provide supplemental funding to the Topeka Lodging Association to design and administer a Downtown Topeka Plaza. The Topeka City Council voted to adopt the TBID ordinance on March 14, 2017 and the TBID commenced on January 1, 2018. In accordance with the Kansas Business Improvement District statute, the TBID Advisory Board must present the following year's scope of services and budget before May 15 to the governing body. This document outlines those services as well as the budget for 2024.

The Topeka Tourism Business Improvement District (TBID) Advisory Board met on May 1, 2023 to review and discuss the proposed 2024 report. Subsequent to that discussion and review it was approved unanimously.

Budget:

Following is the recommended program of services and proposed budget for calendar year 2024.

Downtown Topeka Foundation- Operational support for Every Plaza	81.95%	\$327,800
City Administration	2.00%	\$8,000
Topeka Lodging Association Administration	8.85%	\$23,760
Topeka Lodging Association Contingency*	5.95%	\$35,400
Kansas Kids Wrestling	1.25%	\$5,000
TOTAL	100.00%	\$400,000

**Any balance of the revenues remaining after the above expenses will be held in the contingency fund.*

Fee Methodology:

Payment of the above expenditures will be achieved through the current TBID process as a business improvement service fee of \$1.00 on each qualifying room sold in all of the qualifying lodging properties within the TBID district.

Advisory Committee Members:

A Kurt Young: Executive Director, Topeka Lodging Association

John Gaches: Courtyard Marriott

Dean Patel: Meadow Acres Hotel

Linda Morgan: Ramada Downtown

Rob Bergquist: Cyrus Hotel

Dene Mosier: Kansas Childrens Discovery Center

Kelsey Savage: Cyrus Hotel



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Richard Nienstedt, Interim City Manager DOCUMENT #:
SECOND PARTY/SUBJECT: NOTO Business Improvement District PROJECT #:
2024 Service Fee
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 002 Administration
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 for the NOTO Business Improvement District, amending Section 3.70.030 of the Topeka Municipal Code and repealing original section.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would continue the current service fee imposed on NOTO businesses.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to authorize continuation of the current service fee in 2024.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

State law authorizes the imposition of service fees on businesses located within a business improvement district (BID). In 2023, the NOTO BID commenced and established a service fee based upon the business location, service type and square footage.

The service fees are used to provide a variety of services to NOTO businesses such as landscaping, public art and programs to promote the district.

There are no changes to the service fees for 2024.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Ordinance

NOTO BID Report and Budget 2024 Services

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, establishing a service fee levy for 2024 for the NOTO Business Improvement District, amending § 3.70.030 of the Topeka Municipal Code and repealing original section.

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

Section 1. That section 3.70.030, Method of financing – Service fee, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Method of financing – Service fee.

(a) The district will be financed by imposition of an annual service fee for 2024 on businesses within the following tier levels:

Tier 1: Businesses located in the area bounded by Gordon Street on the north; Norris Street on the south; Quincy Street on the east and Jackson Street on the west.

Number of Square Feet	Retail and Service (Main Floor) Rate	Retail and Service (Distinct from Main Floor Business) Rate	Trade/Office Space/Warehouse Rate
1 – 500	\$100	\$75	\$75
501 – 1,000	\$175	\$125	\$125
1,001 – 2,500	\$250	\$200	\$200
2,501 – 5,000	\$325	\$275	\$275
5,001 – 10,000	\$400	\$350	\$350
10,001 – 20,000	\$475	\$425	\$425
20,001 plus	\$550	\$500	\$500

Tier 2: Businesses located in the area bounded by Morse Street on the north; Gordon Street on the south; Quincy Street on the east and Jackson Street on the west.

Number of Square Feet	Retail and Service (Main Floor) Rate	Retail and Service (Distinct from Main Floor Business) Rate	Trade/Office Space/Warehouse Rate
1 – 500	\$50	\$35	\$35
501 – 1,000	\$100	\$50	\$50
1,001 – 2,500	\$125	\$75	\$75
2,501 – 5,000	\$200	\$150	\$150
5,001 – 10,000	\$225	\$175	\$175
10,001 – 20,000	\$250	\$200	\$200
20,001 plus	\$300	\$250	\$250

However, businesses that had a physical presence in the district on or before January 1, 2008, are not obligated to pay the fee.

~~(b) Service fees shall be imposed for calendar year 2023 contingent upon the District Advisory Board submitting to the Governing Body, on or before May 15, 2022, a program of services to be provided in 2023 and a proposed budget.~~

~~(c) Service fees shall be due and payable on March 1st of each year.~~

Section 2. That original § 3.70.030 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its 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.

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PASSED AND APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

2024 NOTO Business Improvement District Budget

Revenue: \$13,000

Projected rollover revenue 2023: \$4,000

Projected revenue 2024: \$9,000

Expenses: \$12,080

ITEM	EST. AMOUNT
District Maintenance	\$4,800
Safety and Security	\$500
Beautification	\$2,100
Marketing	\$4,050
COT Administration	\$180
NOTO Administration	\$450



City of Topeka
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Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE:	December 19, 2023	
CONTACT PERSON:	Rachelle Mathews, Acting Chief Financial Officer	DOCUMENT #:
SECOND PARTY/SUBJECT:	EIG Wanamaker LLC	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 018 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:	Discussion 12-12-23	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

AMENDMENT to the Development Agreement, Contract No. 47841, dated as of May 14, 2019, implementing the Wanamaker Hills Community Improvement District between the City of Topeka, Kansas and EIG Wanamaker, LLC.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will amend the development agreement approved by the Governing Body in 2019 for the CID located at SW 17th Street and Wanamaker Road.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to amend the development agreement for the Wanamaker Hills CID located at SW 17th Street and Wanamaker Road

STAFF RECOMMENDATION:

Staff is making no recommendation.

BACKGROUND:

EIG Wanamaker, LLC owns the shopping center at the southeast corner of SW 17th Street and Wanamaker Road and is the beneficiary of a CID authorized by the Governing Body in 2019.

Due to the departure of Bed, Bath & Beyond the developer is requesting changes to the original development agreement. Those changes are outlined in the memo attached to this item.

BUDGETARY IMPACT:

The district is a sales tax funded "pay as you go" district; therefore there is no impact to the City's budget. Within the amendment the developer will increase their total investment from \$31.4 million to \$39.3 million for Phase I (\$8.5 million more than original agreement), or from \$33.9 million to \$44.0 million for Phase II (\$10.1 million more than original agreement). The 1% CID and commencing/ending date will remain unchanged. At the same time, the developer seeks to increase the maximum reimbursement amount from \$6,046,550.00 to \$8,960,023 for Phase I, or from \$6,780,698.00 to \$11,656,629 for Phase II.

SOURCE OF FUNDING:

Community Improvement District Sales Tax

ATTACHMENTS:

Description

Proposed Development Agreement Amendment

Cover Memo - F. Mawyin, CFO - Wanamaker Hills CID Amendment (Dec 5, 2023)

Presentation (Dec 12, 2023 GB Meeting)

Contract No. 47841 (May 19, 2023)

AMENDMENT TO DEVELOPMENT AGREEMENT
WANAMAKER HILLS
COMMUNITY IMPROVEMENT DISTRICT (17TH AND WANAMAKER)
DATED MAY 14, 2019 CONTRACT NUMBER 47841

Amendment, dated _____ to Development Agreement dated as of May 14, 2019 implementing the Wanamaker Hills Community Improvement District (“Existing Agreement”) between the CITY OF TOPEKA, KANSAS, a municipal corporation (the “City”), and EIG WANAMAKER, LLC, an Indiana Limited Liability Corporation (the “Developer”) (collectively referred to as the “Parties”).

WHEREAS, the Parties originally entered into the Existing Agreement on May 14, 2019 to implement the Wanamaker Hills Community Improvement District; and

WHEREAS, the Existing Agreement made provisions for subsequent amendments in Section 18; and

WHEREAS, the Parties desire to amend the Existing Agreement.

NOW THEREFORE, in order to continue to improve, maintain and revitalize commercial activity in the City by assuring opportunities for redevelopment and attracting sound and stable commercial growth, to promote the public interest, to create new jobs in the City, to enhance the tax base of the City and to induce the Developer to invest additional funds in the Project, the Parties agree to amend the Existing Agreement as follows:

1. Amendments

(a) Section 1 Definitions of Words and Terms is amended by replacing the following definitions as follows:

“Maximum Reimbursement Amount” shall mean a total not to exceed (1) \$6,046,550 plus interest accrued on borrowed money used to fund such \$6,046,550 to and including March 31, 2021, for costs incurred outside of Phase 2 Improvements through and including July 31, 2023; plus, (2) \$2,913,473 plus interest accrued on borrowed money used to fund such \$2,913,473 to and including the Placed in Service Date, for costs incurred outside of Phase 2 Improvements on and after August 1, 2023 but not later than the Placed in Service Date; plus, (3) \$2,696,606 plus interest accrued on borrowed money used to fund such \$2,696,606 to and including June 30, 2026, for Phase 2 Improvements, provided, however, such Phase 2 Improvements must (a) be evidenced in detail to the City or its advisors, including tenant name(s), not later than December 31, 2025, and (b) be fully open to the public in substantially the form evidenced to the City as provided in subsection (a) not later than June 30, 2026.

“Placed in Service Date” means December 31, 2025.

“**Project**” means the acquisition and renovation of an existing shopping center to include demolition, grading, parking lot/driveway improvements, building façade improvements, roofing, plumbing and mechanical improvements, tenant finish, and landscaping, including spending towards replacement tenant(s) to occupy space formally occupied by Bed, Bath and Beyond and securing other tenants within the area defined within **Exhibit A** with a total investment of approximately Thirty-Nine Million Three Hundred Thousand Dollars (\$39,300,000.00) to Forty-Four Million Dollars (\$44,000,000.00) plus the cost of financing.

(b) Section 4 Project Costs is amended by deleting the original provision and replacing it with the following:

(a) A description of the scope of the Project, the estimated Project Costs and the estimated CID Eligible Project Costs, as submitted by the Developer, are set forth on **Exhibit B**.

(b) The Parties agree that the amount of the Project Costs may be adjusted by the Developer among any of the stated categories, without the consent of the City, except as follows: specific budget line items under the “Land” and “Soft Costs” headings as set forth on **Exhibit B** may not be increased by the Developer.

(c) The CID Eligible Project Costs, other than CID Eligible Project Costs for the Phase 2 Improvements, incurred prior to August 1, 2023 shall only be reimbursed to a maximum of Six Million Forty-Six Thousand Five Hundred Fifty Dollars (\$6,046,550.00) plus interest accrued on borrowed money to fund such amount to and including March 31, 2021. CID Eligible Project Costs, other than CID Eligible Project Costs for the Phase 2 Improvements, incurred on or after August 1, 2023 expended for replacement of tenant(s) for Bed, Bath and Beyond and securing other tenants for the Project shall be reimbursed to a maximum of Two Million Nine Hundred Thirteen Thousand Four Hundred Seventy-Three Dollars (\$2,913,473.00) plus interest accrued on borrowed money used to fund such \$2,913,473 to and including the Placed in Service Date. Therefore, the total reimbursement permitted for Project Costs incurred before, on, and after August 1, 2023 for CID Eligible Project Costs, other than CID Eligible Project Costs for the Phase 2 Improvements, shall total Eight Million Nine Hundred Sixty Thousand Twenty-Three Dollars (\$8,960,023.00) plus interest accrued on borrowed money during the period of construction to the accrual dates provided in this subsection (c). The CID Eligible Project Costs for the Phase 2 Improvements, subject to the restrictions listed in the Maximum Reimbursement Amount definition, shall mean a total not to exceed \$2,696,606 plus interest accrued on borrowed money used to fund such \$2,696,606 to, and including, June 30, 2026. Therefore, the total reimbursement permitted for Project Costs incurred on and after the Effective Date of the Existing Agreement and to June 30, 2026 for CID Eligible Project Costs, including the Phase 2 Improvements, shall total Eleven Million Six Hundred Fifty-Six Thousand Six Hundred Twenty-Nine Dollars (\$11,656,629.00) plus interest accrued on borrowed money during the period of construction to the accrual dates provided in this subsection (c).

(c) Exhibit B as attached to this Amendment shall replace the original Exhibit B in CONTRACT NUMBER 47841 upon execution of the Amendment.

- 2. Continuation of Existing Agreement.** Except for the amendments made in this Amendment, the Existing Agreement remains unchanged and in full effect.
- 3. Conflict.** In the event of any conflict or inconsistency between the provisions of the Existing Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern and control.
- 4. Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Amendment.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as the dates set forth opposite the signatures and represent that the individuals executing this Amendment on behalf of the Parties have the express authority to do so.

CITY OF TOPEKA, KANSAS

(SEAL)

By: _____
Richard U. Nienstedt, Interim City Manager

ATTEST:

By: _____
Brenda Younger, City Clerk

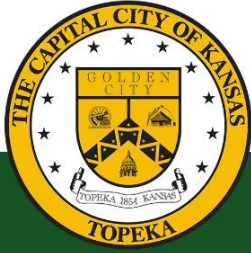
EIG WANAMAKER, LLC
an Indiana limited liability company

By: _____

Its: _____

EXHIBIT B
Project Costs
(including CID Eligible Project Costs)

CID Development Budget			
Category	Total	Private	CID
LAND			
Acquisition Costs	\$ 18,802,287	\$ 18,802,287	\$ -
SUBTOTAL ACQUISITION COSTS	\$ 18,802,287	\$ 18,802,287	\$ -
HARD COSTS			
Building & Site Improvements			
Demolition/Asbestos & Concrete Testing	\$ 212,291	\$ -	\$ 212,291
Shoring/Earthwork	\$ 186,042	\$ 50,000	\$ 136,042
Concrete Footings & Slabs	\$ 524,307	\$ 95,000	\$ 429,307
Building Facades & Improvements	\$ 8,625,692	\$ 4,801,018	\$ 3,824,674
Building & Site Safety (e.g., Fire Protection)	\$ 179,546	\$ 79,546	\$ 100,000
Utilities	\$ 55,645	\$ 15,000	\$ 40,645
M/E/P	\$ 1,487,822	\$ 1,487,822	\$ -
Landscaping	\$ 35,010	\$ -	\$ 35,010
Signage	\$ 198,000	\$ -	\$ 198,000
General Requirements & Staffing	\$ 607,482	\$ 357,482	\$ 250,000
Construction Mgmt Fee	\$ 455,674	\$ 455,674	\$ -
BUILDING CONSTRUCTION	\$ 12,567,511	\$ 7,341,542	\$ 5,225,969
Tenant Improvements			
Landlord Work for Tenant Spaces	\$ 5,317,664	\$ 99,833	\$ 5,217,831
Tenant Improvement Allowances	\$ 2,226,630	\$ 2,226,630	\$ -
TENANT IMPROVEMENTS	\$ 7,544,294	\$ 2,326,463	\$ 5,217,831
PARKING LOT AND RELATED UTILITIES	\$ 764,066	\$ 50,000	\$ 714,066
HARD COST CONTINGENCY	\$ 536,533	\$ 536,533	\$ -
HARD COSTS	\$ 21,412,404	\$ 10,254,538	\$ 11,157,866
SOFT COSTS			
ARCHITECTURAL EXPENSES			
FINANCING FEES/COSTS	\$ 150,000	\$ 150,000	\$ -
OTHER			
Leasing Commissions	\$ 1,354,211	\$ 1,354,211	\$ -
Legal	\$ 710,540	\$ 710,540	\$ -
Permits/Fees/Taxes/Insurance	\$ 526,209	\$ 526,209	\$ -
CID Application and Administrative Fees	\$ 310,576	\$ 310,576	\$ -
OTHER	\$ 2,901,536	\$ 2,901,536	\$ -
SOFT COST CONTINGENCY	\$ 182,152	\$ 182,152	\$ -
SUBTOTAL SOFT COSTS	\$ 3,825,195	\$ 3,326,432	\$ 498,763
TOTAL DEVELOPMENT INVESTMENT	\$ 44,039,887	\$ 32,383,258	\$ 11,656,629



CITY OF TOPEKA

Freddy Mawyin, Chief Financial Officer
Department of Administrative & Financial Services
City Hall, 215 SE 7th St., Topeka, KS 66603

fmawyin@topeka.org
Tel: 785-368-3970
www.topeka.org

To: Honorable Mayor Michael Padilla

Members of the Topeka City Council

Richard U. Nienstedt, Interim City Manager

From: Freddy Mawyin, Chief Financial Officer

Date: December 19th, 2023

Re: Amendment to Development Agreement – Wanamaker Hills Community Improvement District (CID)

Introduction: This memo serves to communicate and explain the recent amendment to the Development Agreement dated May 14, 2019, implementing the Wanamaker Hills Community Improvement District ("Existing Agreement"). This amendment is made between the CITY OF TOPEKA, KANSAS (the "City"), and EIG WANAMAKER, LLC (the "Developer").

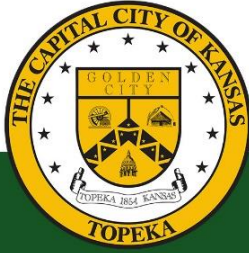
Background: The original agreement, dated May 14, 2019, established the Wanamaker Hills Community Improvement District. The Existing Agreement included provisions for subsequent amendments, as outlined in Section 18.

In the original agreement, the developer proposed to purchase and renovate an existing shopping center at the southwest corner of SW 17th Street and SW Wanamaker road, with a total investment of approximately between \$31.4 million to \$33.9 million. The Developer and the City anticipate that the Project will provide significant economic benefits to the City, including paying real property taxes and generating retail sales tax revenues for the City and other entities collecting retail sales taxes.

Given that, a 1% CID was established to assist with funding cost of development of the project. The CID commencing date was January 1st, 2020 and ending date was December 31st, 2041. A maximum reimbursement amount was set at \$6,046,550.00 plus interest accrued on borrowed money during the period of construction or, \$6,780,698.00 if Developer completes the Phase 2 Improvements.

Purpose of Amendment: The Parties have mutually agreed to amend the Existing Agreement to further support the improvement, maintenance, and revitalization of commercial activity in the City. The amendment aims to create opportunities for redevelopment, attract stable commercial growth, promote the public interest, generate new jobs, enhance the City's tax base, and encourage additional investment by the Developer in the Project.

On April 23rd, 2023, Bed Bath & Beyond Inc (BBBY) filed for Chapter 11 bankruptcy, affecting tens of thousands of workers, and approximately 955 stores nationwide, including the one



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Freddy Mawyin, Chief Financial Officer
Department of Administrative & Financial Services
City Hall, 215 SE 7th St., Topeka, KS 66603

fmawyin@topeka.org
Tel: 785-368-3970
www.topeka.org

located in Topeka; this drastically affected the retail dynamic within the CID district. As of the writing of this memorandum, the store remains permanently closed.

Key Amendment:

1. Definitions Amendment:

- The "Maximum Reimbursement Amount" definition is revised to specify reimbursement limits for different phases, including Phase 2 Improvements and the Placed in-Service Date.
- The definition of "Placed in Service Date" is established as December 31, 2025.
- The definition of the "Project" is clarified to include detailed components and an investment range of approximately \$39,300,000.00 to \$44,000,000.00, plus financing costs.

2. Project Costs Amendment:

- Section 4, detailing Project Costs, is amended to provide flexibility for the Developer to adjust the amount of Project Costs among categories, with specific limitations on certain budget line items.
- CID Eligible Project Costs are detailed with reimbursement limits based on the timing of expenses and nature of the costs.

3. Replacement of Exhibit B:

- Exhibit B attached to this Amendment replaces the original Exhibit B in CONTRACT NUMBER 47841 upon execution of the Amendment.

Summary of Amendments: Within the amendment the developer will increase their total investment from \$31.4 million to \$39.3 million for Phase I (\$8.5 million more than original agreement), or from \$33.9 million to \$44.0 million for Phase II (\$10.1 million more than original agreement). The 1% CID and commencing/ending date will remain unchanged. At the same time, the developer seeks to increase the maximum reimbursement amount from \$6,046,550.00 to \$8,960,023 for Phase I, or from \$6,780,698.00 to \$11,656,629 for Phase II.

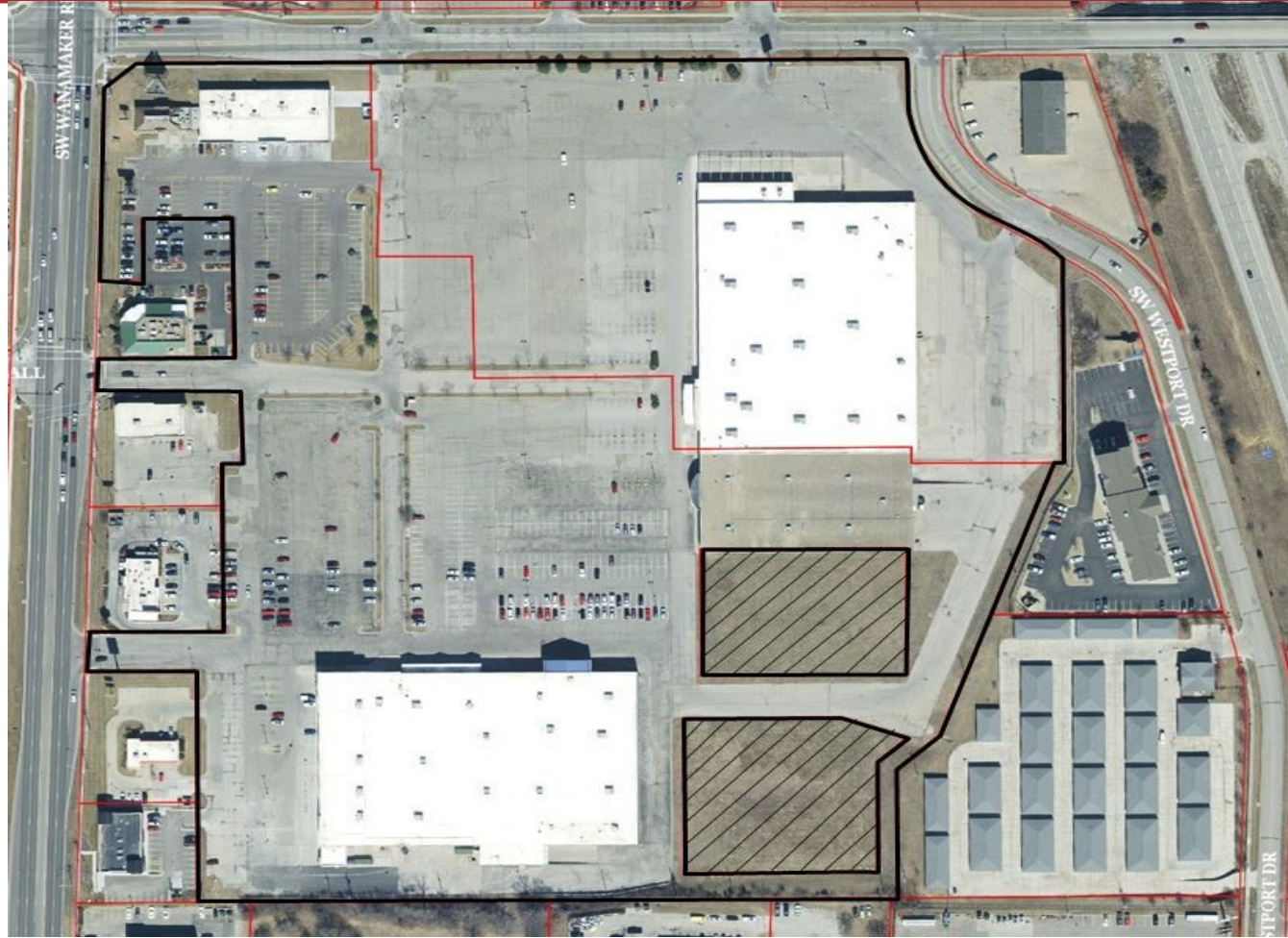
	2019	2023	Difference
Phase I - Developer Investment	\$31.4M	\$39.3M	\$8.5M
Phase I - Max. Reimbursement	\$6,046,550	\$8,960,023	\$2,913,473
Phase II - Developer Investment	\$33.9M	\$44.0M	\$10.1M
Phase II - Max. Reimbursement	\$6,780,698	\$11,656,629	\$4,875,931

Please review the attached Amendment for detailed information. If you have any questions or require further clarification, do not hesitate to contact me.

Wanamaker Hills Community Improvement District

December 12, 2023

Project Location



Renovation of K-Mart Shopping Center (Before)



Renovation of K-Mart Shopping Center (During Construction)



Renovation of K-Mart Shopping Center (After)



Bed Bath & Beyond Bankruptcy (2023)

**Topeka Bed Bath & Beyond to close in coming
“weeks and months”**



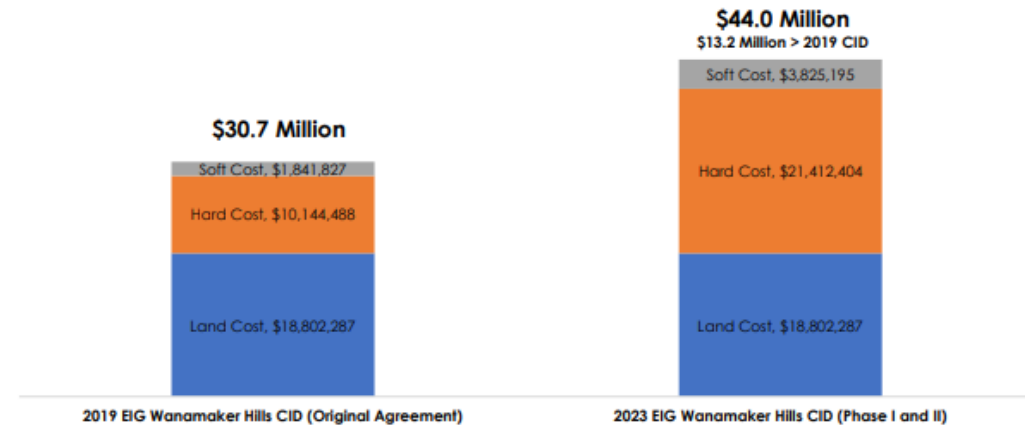
FILE (MGN)
By [Sarah Motter](#)
Published: Feb. 9, 2023 at 12:17 PM CST

Replacing Bed Bath & Beyond



Benefits to the City of Topeka

Total Development Investment



Year	CID Year	City Sales Tax Revenue (w/o Bed Bath & Beyond, Slumberland, and HomeGoods starting in 2023)	City Sales Tax Revenue (w/ HomeGoods and other replacement tenants - Phase II not included)	City Sales Tax Revenue (w/ HomeGoods and other replacement tenants - Phase II included)
2020	1	\$ 420,341	\$ 420,341	\$ 420,341
2021	2	\$ 420,341	\$ 420,341	\$ 420,341
2022	3	\$ 420,341	\$ 420,341	\$ 420,341
2023	4	\$ 300,341	\$ 360,341	\$ 360,341
2024	5	\$ 306,347	\$ 480,341	\$ 480,341
2025	6	\$ 312,474	\$ 568,841	\$ 592,841
2026	7	\$ 318,724	\$ 580,217	\$ 765,341
2027	8	\$ 325,098	\$ 591,822	\$ 780,647
2028	9	\$ 331,600	\$ 603,658	\$ 796,260
2029	10	\$ 338,232	\$ 615,731	\$ 812,185
2030	11	\$ 344,997	\$ 628,046	\$ 828,429
2031	12	\$ 351,897	\$ 640,607	\$ 844,998
2032	13	\$ 358,935	\$ 653,419	\$ 861,898
2033	14	\$ 366,113	\$ 666,487	\$ 879,136
2034	15	\$ 373,436	\$ 679,817	\$ 896,718
2035	16	\$ 380,904	\$ 693,413	\$ 914,653
2036	17	\$ 388,522	\$ 707,282	\$ 932,946
2037	18	\$ 396,293	\$ 721,427	\$ 951,605
2038	19	\$ 404,219	\$ 735,856	\$ 970,637
2039	20	\$ 412,303	\$ 750,573	\$ 990,050
2040	21	\$ 420,549	\$ 765,584	\$ 1,009,851
2041	22	\$ 428,960	\$ 780,896	\$ 1,030,048
Totals		\$ 8,120,966	\$ 13,485,379	\$ 16,959,943

PROJECT EXPLORER



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CITY OF TOPEKA CONTRACT NO. 47841

DEVELOPMENT AGREEMENT

Between

THE CITY OF TOPEKA, KANSAS

and

EIG WANAMAKER, LLC

for implementation of the

**WANAMAKER HILLS
COMMUNITY IMPROVEMENT DISTRICT**

DATED AS OF MAY 14, 2019

**DEVELOPMENT AGREEMENT
WANAMAKER HILLS
COMMUNITY IMPROVEMENT DISTRICT
(17th and Wanamaker)**

This Development Agreement dated as of May 14, 2019 (the “Effective Date”), for implementation of the Wanamaker Hills Community Improvement District (the “Agreement”) is entered into by and between the **CITY OF TOPEKA, KANSAS**, a municipal corporation (the “City”), and **EIG WANAMAKER, LLC**, an Indiana Limited Liability Company (the “Developer”) (collectively referred to as the “Parties”).

WHEREAS, the Developer has proposed to engage in the purchase and renovation of an existing shopping center to include demolition, grading, parking lot/driveway improvements, building façade improvements, roofing, plumbing and mechanical improvements, tenant finish, and landscaping, with a total investment of approximately Thirty-One Million Four Hundred Thousand Dollars (\$31,400,000.00) to Thirty-Three Million Nine Hundred Thousand Dollars (\$33,900,000.00) plus the cost of financing, all upon approximately 27.16 acres of land located at the Southeast corner of SW 17th Street and SW Wanamaker Road plus adjacent right-of-way; and

WHEREAS, the Developer has filed a petition with the City to establish the Wanamaker Hills Community Improvement District to impose a special One Percent (1%) sales tax within the boundaries of the CID to assist with funding the costs of development within the CID District; and

WHEREAS, the City, following a properly noticed public hearing, established the CID District by adoption of the CID Ordinance No. 20182 on May 7, 2019; and

WHEREAS, the Developer and the City anticipate that the Project will provide significant economic benefits to the City and other political subdivisions, including paying real property taxes to the City and other taxing subdivisions and generating retail sales tax revenues for the City and other entities collecting retail sales taxes; and

WHEREAS, entering into this Agreement serves the public purpose of enabling the Developer to proceed with the Project, thereby increasing economic development in the City and adding to the existing tax base within the City; and

WHEREAS, the City and the Developer desire to enter into this Agreement for the Project to provide the terms and conditions for payment and/or reimbursement of the Project Costs.

NOW THEREFORE, to improve, maintain and revitalize commercial activity in the City by assuring opportunities for redevelopment and attracting sound and stable commercial growth, to promote the public interest, to create new jobs in the City, to enhance the tax base of the City and to induce the Developer to undertake the Project, and in consideration of the premises and mutual covenants and agreement herein set forth, the City and the Developer do hereby covenant and agree as follows:

Section 1

Definitions of Words and Terms

In addition to words and terms defined elsewhere herein, capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Act. Unless the context shall otherwise indicate, words importing the singular number shall include the plural, and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Affiliate” means an entity in which management authority or majority ownership is possessed by George Huber and/or Robert Sutton, whether individually or through a trust or other entity in which either of these individuals possesses majority ownership or management authority.

“CID Act” means K.S.A. 12-6a26 *et seq.* as amended and supplemented from time to time.

“CID Commencement Date” means January 1, 2020.

“CID District” means the Wanamaker Hills Community Improvement District established by the City pursuant to the CID Ordinance, which contains within its boundaries the real property legally described and generally depicted in ***Exhibit A***.

“CID Eligible Project Cost” means the costs of the Project described in the column labeled “CID Eligible Project Costs” on ***Exhibit B***, which are eligible to be paid or reimbursed pursuant to the CID Act and in accordance with this Agreement; provided, however: (i) land acquisition costs shall not be a CID Eligible Project Cost; (ii) costs described in KSA 12-6a27(m)(2) through and including KSA 12-6a27(m)(8) shall not be CID Eligible Project Costs; and (iii) Developer fees and legal costs shall not be CID Eligible Project Costs. In addition to the costs described on ***Exhibit B***, interest accrued on borrowed money during the period of construction is a CID Eligible Project Cost and shall be reimbursable up to the rate of Five Percent (5%) on any CID Eligible Project Costs, approved by the City but unreimbursed. The “period of construction” for use in calculating the interest for the preceding sentence shall be defined (1) for Phase 1 as commencing on the date the first CID Eligible Project Cost is incurred for Phase 1 and completing upon the date the Certificate of Occupancy is issued for the final tenant to open in Phase 1 and (2) for Phase 2 as commencing on the date of the first CID Eligible Project Cost is incurred for Phase 2 and completing upon the date the Certificate of Occupancy is issued for the tenant in Phase 2. Appropriate documentation shall be provided to the City by the Developer in order to certify such interest costs as CID Eligible Project Costs.

“CID Ordinance” means Ordinance No. 20182 passed by the Governing Body of the City on May 7, 2019, authorizing the creation of the CID District and levying the CID Sales Tax, as amended from time to time.

“CID Sales Tax” means the One Percent (1%) special Community Improvement District Sales Tax levied within the District and collected pursuant to K.S.A. 12-6a31, as amended.

“CID Sales Tax Fund” means that fund held in the City’s treasury into which proceeds of the CID Sales Tax are deposited. The City may designate a name for such fund on its books and records at its discretion.

“CID Taxpayers” means any individual or business located in the CID District and required to remit sales and use tax to the Kansas Department of Revenue (and its successors).

“CID Term” means a term commencing on the CID Commencement Date and ending on the date twenty-two (22) years following the CID Commencement Date (i.e., December 31, 2041). In no event shall any deposits be made to the CID Sales Tax Fund after the expiration of the CID Term.

“City” means the City of Topeka, Kansas.

“City Clerk” means the duly appointed City Clerk of the City of Topeka, Kansas.

“Department of Revenue” means the Department of Revenue of the State of Kansas and any successor.

“Developer” means EIG Wanamaker, LLC, an Indiana Limited Liability Company, and its successors and assigns.

“Excusable Delays” means the delays for performance set forth in Section 14(f) herein.

“Governing Body” means the governing body of the City.

“Maximum Reimbursement Amount” means either (1) Six Million Forty-Six Thousand Five Hundred Fifty Dollars (\$6,046,550.00) plus interest accrued on borrowed money during the period of construction; or, (2) if Developer completes the Phase 2 Improvements, Six Million Seven Hundred Eighty Thousand Six Hundred Ninety-Eight Dollars (\$6,780,698.00) plus interest accrued on borrowed money during the period of construction.

“Parties” means, collectively, the City and the Developer.

“Petition” means the petition requesting the creation of the Wanamaker Hills Community Improvement District filed with the City Clerk on March 13, 2019.

“Phase 2 Improvements” means the construction of additional building square footage and related site improvements not constructed as of the Effective Date intended for location of a future tenant in the northeastern portion of the CID District.

“Placed in Service Date” means March 31, 2021.

“Project” means the acquisition and renovation of an existing shopping center to include demolition, grading, parking lot/driveway improvements, building façade improvements, roofing, plumbing and mechanical improvements, tenant finish, and landscaping, with a total investment of approximately Thirty-One Million Four Hundred Thousand Dollars (\$31,400,000.00) to Thirty-Three Million Nine Hundred Thousand Dollars (\$33,900,000) plus the cost of financing.

“Project Costs” means all the costs and expenses of the Project expended by the Developer, as more specifically described in ***Exhibit B***, which are attached hereto and incorporated herein by this reference.

“Reimbursement Funds” means the CID Sales Tax Fund.

“Site Plan” means the site plan for the Project contained attached hereto and incorporated herein by this reference as ***Exhibit C***.

“State” means the State of Kansas.

Section 2

District Formation and Purpose

Pursuant to the CID Act, as well as the proceedings of the City, including the CID Ordinance, the City has authorized the creation of the CID District. The purpose of creating the CID District is to provide the Developer with an economic incentive to undertake the Project and to provide for further economic development of the City. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the CID District and to provide for the reimbursement to the Developer of the CID Eligible Project Costs from the proceeds of the CID Sales Tax, in accordance with the further terms of this Agreement.

Section 3

Representations of the Parties

(a) The City is a municipal corporation organized under the laws of the State. The City is authorized pursuant to the CID Act to create the CID District and levy the CID Sales Tax, to enter into this Agreement and to perform the duties and obligations of the City contained herein. The Governing Body has taken all requisite action to pass the CID Ordinance, which creates the CID District and levies the CID Sales Tax. This Agreement constitutes a valid and binding obligation of the City in accordance with its terms and conditions.

(b) The Developer is a limited liability company duly organized and existing in good standing under the laws of the State of Indiana. The Developer has taken all requisite action under its organizational documents to authorize the execution of this Agreement and to perform the duties and obligations of the Developer contained herein. The Agreement constitutes a valid and binding obligation of the Developer in accordance with its terms. Throughout the term of this Agreement, the Developer agrees to maintain its status as such an entity, in good standing and authorized to do business in the State.

Section 4

Project Costs

(a) A description of the scope of the Project, the estimated Project Costs and the estimated CID Eligible Project Costs, as submitted by the Developer, are set forth on ***Exhibit B***.

(b) The Parties agree that the amount of the Project Costs may be adjusted by the Developer among any of the stated categories, without the consent of the City, except as follows: specific budget line items under the “Land” and “Soft Costs” headings as set forth on ***Exhibit B*** may not be increased by the Developer.

Section 5

Funding of Project

The Project Costs will be paid by, or on behalf of, the Developer and reimbursed as a pay-as-you-go-financing under the CID Act. The City will not advance any City funds for the payment of any Project Costs and will not provide any financing, including the issuance of any bonds or notes. Reimbursement to the Developer shall be made in accordance with Section 7 of this Agreement.

Section 6

Reimbursement of City Costs; Administration of CID Sales Tax

(a) As required by City policy, the Developer shall be responsible for paying all costs necessary to comply with state law, including but not limited to costs of legal publication notices, resolutions and ordinances. The Developer shall also reimburse the City for reasonable expenses associated with review and evaluation of the Petition and this Agreement by the City’s financial advisor. Developer payments under this Section 6(a) shall be considered to be CID Eligible Project Costs. The Developer shall pay such costs as required under this Section 6(a) within thirty (30) days of invoice by the City but shall not be required to make such payments more than once per calendar month.

(b) Subject to, and as specified by, the terms and conditions of this Agreement, the City agrees to perform, or provide for the performance of, the administration of the reimbursement of the CID Eligible Project Costs. On or before August 1, 2019, the City shall provide notification to the Department of Revenue to commence the collection and reporting of the CID Sales Tax within the District in accordance with the provisions of the CID Act. The imposition of the CID Sales Tax shall commence on January 1, 2020, or as soon thereafter as the Department of Revenue begins the collection of the CID Sales Tax, and shall expire at the end of the CID Term. Notwithstanding this subsection (b), if no CID Eligible Project Costs remain unreimbursed, the City may repeal the CID Ordinance prior to the expiration of the CID Term if

the Governing Body determines that the CID Sales Tax is no longer required to pay for such CID Eligible Project Costs.

(c) Pursuant to the CID Act, the City shall establish the CID Sales Tax Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the Act. Revenues collected from the CID Sales Tax, and received by the City from the Department of Revenue during the CID Term, shall be deposited periodically in the CID Sales Tax Fund, but not less than monthly.

(d) The City shall impose and collect a fee for the administration of the CID Sales Tax. On the 15th day of each month (or the next business day if such day shall not be a normal business day of the City) of each year during the term of this Agreement, the City shall withdraw from the CID Sales Tax Fund an amount equal to Two Percent (2%) of the aggregate deposits to the CID Sales Tax Fund.

Section 7

Reimbursement Procedures

Reimbursement of CID Eligible Project Costs is conditioned upon the following:

(a) Not more frequently than once per calendar month, the Developer may submit to the Director of Financial and Administrative Services ("Director") a Certification of Expenditures (in substantially the form attached to this Agreement as ***Exhibit D***, which is attached hereto and incorporated herein by this reference) signed by the Developer, with supporting documentation identifying the CID Eligible Project Costs for which the Developer seeks reimbursement. The supporting documentation shall include: copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfers or other cash payments by the Developer for Project Costs, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the Project for which reimbursement is sought and such other documentation as the City shall reasonably request.

(b) Each Certificate of Expenditures shall contain a certification by the Developer that each Project Cost submitted for reimbursement is a CID Eligible Project Cost which has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement from the same fund or subaccount, as applicable, hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work associated with a submitted Certification of Expenditure, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement (with the reasonable costs of such outside accountant, engineer or attorney paid from the CID Sales Tax Fund, so long as the City provides notice to the Developer of the expense to be incurred at least fifteen (15) days prior to such expenditure), to examine the Developer's records relating to all CID Eligible Project Costs to be paid and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(c) The City shall have fifteen (15) days after receipt of any completed and executed Certification of Expenditure to review and respond by written notice to the Developer; provided, however, that the City may, prior to the end of such fifteen (15) day period, advise the Developer if additional time is needed to review and respond to such Certificate, in which event the City shall respond by the extended date so indicated, which date shall not be more than thirty (30) days after the date of such notice. If, in the reasonable judgment of the officer or agent of the City charged with reviewing each Certification of Expenditure, the submitted documentation demonstrates that: (1) the payments requested in the Certification of Expenditure are for CID Eligible Project Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; (4) the ad valorem property taxes for property owned by the Developer within the city of Topeka are current; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditure, and, if there are sufficient funds available in the Reimbursement Funds as set forth herein, make, or cause to be made, reimbursement to the Developer at the time set forth in subsection (d) of this Section. If the City disapproves the Certification of Expenditure, the City shall notify the Developer, in writing, of the reason(s) for such disapproval within such fifteen (15)-day period (or such extended period as provided herein). The City will provide reasonable assistance to the Developer so that the Developer can take the steps necessary to rectify the reason for the City's disapproval and resubmit such Certificate of Expenditure for approval by the City. However, if only certain line items on the Certification of Expenditure are disapproved and others are approved, if there are sufficient funds available in the Reimbursement Funds as set forth herein, the City shall make, or cause to be made, reimbursement for the line items of the Certification of Expenditure approved by the City from Reimbursement Funds. The Developer agrees to make a good faith effort to submit thorough and complete Certifications of Expenditures. The Developer may appeal a denial of one or more items of a Certification of Expenditure in accordance with the administrative appeal process defined in the Topeka Municipal Code.

(d) Subject to the further terms of this Agreement, and to the extent moneys are available in the CID Sales Tax Fund, any requested reimbursement approved by the City pursuant to this Section 7 shall be paid to the Developer through the City's regular accounts payable process from the CID Sales Tax Fund; provided, however, that no deposits shall be made to the CID Sales Tax Fund after the expiration of the CID Term. All amounts deposited in the CID Sales Tax Fund prior to the expiration of the CID Term shall be used to reimburse the Developer for CID Eligible Project Costs, regardless if the reimbursement occurs after the expiration of the CID Term.

(e) Notwithstanding any other provision herein, the City shall not make any payments to the Developer for reimbursement of any cost pursuant to this Section exceeding the Maximum Reimbursement Amount.

Section 8

City and Other Governmental Permits

Before beginning construction of any aspect of the Project, the Developer shall, at its expense, obtain or cause to be obtained any necessary planning documents, permits or licenses

that may be required by the City, Shawnee County or any other governmental agency having jurisdiction over the Project.

Section 9

Building Design Standards, Landscaping and Signage

The Parties acknowledge that the Developer received all required planning and permitting approvals for the Project from the City prior to the City's adoption of the Building Design Standards for Topeka Non-Residential Buildings. Despite the foregoing, the Developer agrees to work cooperatively with the City's Planning and Development Department to design components of the Project that adhere to the spirit and intent of the Building Design Standards for Topeka Non-Residential Buildings, which include that:

(a) Type A building design standards shall be required for all new construction and Type B building design standards shall be required for all newly-remodeled buildings and/or structures.

(b) The Developer shall work cooperatively with staff to adhere to the spirit and intent of the landscaping requirements of the Building Design Standards in compliance with existing leases and conditions with regard to any new construction and remodeled buildings or structures, as well as parking lots.

(c) Currently adopted sign code standards shall be applied for new signs, or any altered signs at the time of application for permitting.

Section 10

Reporting

(a) From and after the commencement of this Agreement, the Developer shall cause all CID Taxpayers that enter into leases with Developer following the Effective Date, at the request of the Director, not later than the 15th day of each month, to provide copies of any sales tax filings required to be submitted to the Department of Revenue for the next preceding month (or the next preceding quarter if such taxpayer is a quarterly filer). Provided the Developer can demonstrate that it made commercially reasonable efforts to ensure CID Taxpayer compliance with this Section 10(a), failure to obtain such compliance will not be considered a default of the Development under this Agreement. The Developer shall demonstrate it has made commercially reasonable efforts to ensure CID Taxpayers provide copies of such filings to the Director by imposing a requirement in any lease of property located within the CID District that is executed following the Effective Date that if the tenant is a CID Taxpayer it shall provide this information to the Director not later than the 15th day of each month for the next preceding month (or the next preceding quarter if such taxpayer is a quarterly filer).

(b) Not later than January 25th of each year, commencing January 25, 2020, and ending January 25, 2042, the Developer shall provide to the Director a reporting, as of December 31st of the next preceding year, of: (i) annual and cumulative Project Costs; (ii) Project Costs funded with sources other than reimbursements from the Reimbursement Funds; (iii) the

remaining amount of unreimbursed CID Eligible Project Costs; and (iv) proof of insurance as provided in Section 11 herein. Such reporting shall be in the form of the Project Budget attached hereto as **Exhibit B**. The Developer shall make commercially reasonable efforts to file all such reports with the City, but failure of the Developer to timely file such reporting shall not be a default of the Developer under this Agreement.

(c) The City shall use commercially reasonable efforts to collect, account for and remit the CID Sales Tax proceeds to the CID Sales Tax Fund upon receipt of such amounts from the Kansas Department of Revenue.

Section 11

Rights of Access

For purposes of insuring compliance with this Agreement, representatives of the City shall have rights of access to the Project, without charges or fees, during normal business hours during the period of Project construction, to inspect work performed or being performed in the construction of the Project. City representatives shall carry proper identification, insure their own safety and shall not interfere with construction activity unless such activity is apparently in violation of this Agreement, City codes, state or federal regulations, statutes or other law. The right of access granted by this Section shall be in addition to the City's rights to access the Project in the exercise of its proper authority to regulate, and provide for, public safety and to issue and enforce required licenses and permits.

Section 12

Insurance and Indemnification

(a) The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City immediate written notice of any claim, suit or demand that may be subject to this provision. The City shall also give prompt notice to the Developer of any such claim, suit, or demand, and the City hereby agrees that it shall not defend, settle or otherwise resolve any such claim, suit, or demand without prior notice to the Developer. After receipt of such notice, the Developer shall defend, contest, or otherwise protect the City against any such matter, at the cost and expense of the Developer, utilizing counsel selected by the Developer. This section shall not apply to negligence or willful misconduct of the City or its officers, employees, or agents.

(b) Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the term of this Agreement and during all phases of the development described herein, to the extent Developer holds fee title to property within the District, insure and keep insured any vertical structures built in the District against direct loss or damage occasioned by fire, flood and extended coverage perils through insurers with an AM Best rating of no less than "A" and/or a rating that is acceptable to the City without

co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures.

(c) In the event of destruction or damage to any vertical structure owned by the Developer, the Developer shall restore the Project to a clean, safe, and sanitary condition within the time parameters and other terms or provisions identified in any lease agreement with any CID Taxpayer; provided, however, that in all events the Developer shall cause all damaged or destroyed property within the Project to be restored to a clean, safe and sanitary condition within a reasonable period of time after such damage or destruction, not to exceed Ninety (90) days. If the Developer has commenced work associated with restoring the damaged or destroyed property within the Project to a clean, safe, and sanitary condition within such 90 day period, but has been unable to complete this work, the Developer may request a 90-day extension from the City to continue and ultimately complete all restoration efforts within One Hundred Eighty (180) days. Further reasonable extensions may be requested by the Developer which may be approved by the City in its reasonable discretion, not to be unreasonably withheld. Notwithstanding the foregoing, nothing in this Section shall require the Developer to rebuild or reconstruct any component of the Project damaged or destroyed by casualty or other causes, so long as the Developer restores the Project to a clean, safe, and sanitary condition.

Section 13

Local, State and Federal Laws

The Developer agrees that it shall abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 14

Nondiscrimination During Construction

The Developer, for itself and its successors and assigns, agrees that in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

Section 15

Default and Remedies

(a) The failure or delay by either of the Parties to this Agreement to perform any term or provision of this Agreement required of such Party, shall constitute an event of default under this Agreement, subject to rights of cure, as specified below.

(b) Notice of an event of default shall be given by the Party claiming such default to the other Party and shall contain the basis of the claimed default.

(c) No legal proceedings against the claimed defaulting Party shall be instituted nor shall the claiming Party be entitled to damages if, within thirty (30) days from the receipt of a notice of claimed default, the claimed defaulting Party undertakes acts to cure, correct or remedy

such claimed default, proceeds with due diligence to complete such cure, correction or remedy and such cure, correction or remedy is completed within sixty (60) days of the date such claimed defaulting Party received a notice of default. If the Party claimed to be in default cannot reasonably cure such claimed default within sixty (60) days, the claimed defaulting Party shall notify the other Party of such assertion with a proposed date to complete the cure; and default shall be suspended if the claimed defaulting Party commences curing the default within thirty (30) days after receipt of written notice thereof and diligently prosecutes the cure to completion within the time period set forth in the notice to the Party claiming the default.

(d) In the event the defaulting Party does not cure the event of default as set forth in this Section, the non-defaulting Party shall have the right:

(1) by mandamus or other suit, action or proceedings at law or in equity, to enforce the rights of the non-defaulting Party against the defaulting Party and to require and compel duties and obligations required by the provisions of the Agreement or by the laws of the State;

(2) by suit, action or other proceedings at law or in equity, to enjoin any acts or things that may be unlawful or in violation of the rights of the non-defaulting Party; or

(3) to take such other action as necessary to protect the interests of the City, including suspending reimbursements to the Developer from the CID Sales Tax Fund on a pro rata basis, which reimbursements may be reinstated following cure of the default.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost tax revenue or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Further, the parties acknowledge that construction of Phase 2 and tenant improvements within the Project are dependent upon market demand and that accordingly specific performance shall not be available to the City to require the Developer to construct Phase 2 or any specific tenant improvements.

(f) In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party such as, but not limited to: war; insurrection; strikes; labor shortages; market conditions; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; government delays or prohibitions; administrative and permitting delays (which have not been caused by any act or omission of the Developer); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform ("Excusable Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any Excusable Delay of the foregoing causes. The Developer shall provide notice to the City if and when any such Excusable Delays

occur and the Developer may be granted such extensions based upon the period of such Excusable Delays.

(g) Specific Events of Default. In addition to other defaults that might occur pursuant to this Section, the Developer shall be considered to be in default if any of the following occurs:

(1) The Developer commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the Developer takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

(2) If a petition is filed against the Developer under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Developer under any other federal or state law in effect at the time relating to bankruptcy or insolvency, unless lacking in foundation.

(3) The Developer makes a general assignment for the benefit of creditors.

(4) If a trustee, receiver, custodian or agent of the Developer is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Developer is for the purpose of enforcing a lien against property in the CID District or for the purpose of general administration of such property for the benefit of the Developer's creditors.

(6) The Developer, its tenant or buyer with whom the Developer transacts with, fails to spend Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00) on the Project (including any Project Costs certified for reimbursement from CID Sales Tax proceeds and costs expended by tenants of the Developer) by December 31, 2024, to be attested to in writing by the Developer not later than January 31, 2025.

(7) The Developer does not commence construction of the Project by December 31, 2019. Commencement of construction shall mean the issuance of a building permit or site construction permit for purposes of commencing the Project.

(8) The Developer fails to construct the Project components (except for tenant finish and the Phase 2 Improvements) contemplated in the Project Budget by the Placed in Service Date.

(9) On and before the fifth anniversary of this agreement, the Developer shall provide notice of all proposed tenants and third party operators of any Project component to the City, through its City Manager, if such tenants or third party operators are relocated from elsewhere within the corporate limits of the city of Topeka, ten (10) days prior to execution of a lease or agreement for same, respectively. The City Manager may then have an opportunity to provide his or her written objection to such tenant or third party

operator to Developer within such ten (10) day period, including a detailed description of the basis for such objection. If the City Manager does not issue such objection within the ten (10) day period, the City Manager's opportunity to object shall be deemed waived. In the event the City Manager issues such a notice of objection, the Parties shall meet to discuss such objection in order to reach resolution as to the proposed tenant or third party operator. In the event such resolution cannot be reached within ten (10) days following the City Manager's notice of objection to the Developer, the City Manager shall have the opportunity to place the issue as a discussion item on the next proceeding agenda of a regular meeting of the Governing Body, at which time the City Manager and the Developer shall appear before the Governing Body to discuss such objection in order to reach resolution regarding the same. In compliance with the foregoing, Developer has provided notice to the City Manager of the tenants described in **Exhibit E**, each of which has entered into a lease or letter of intent with Developer prior to the Effective Date of this Agreement.

(10) The Developer fails to restore the Project to a clean, safe, and sanitary condition as required by Section 12(c) of this Agreement within One-Hundred Eighty (180) days of any damage or destruction of all or a portion of the Project (or within the period as extended by the terms of Section 12(c)).

(11) The Developer fails to make payments required by Section 6(a) of this Agreement in a timely manner.

(12) The Developer authorizes or permits to be included in the Project any of the impermissible end users included in **Exhibit F** hereto, unless approved by the City.

Section 16

Governing Law, Jurisdiction

(a) This Agreement shall be governed by, interpreted and enforced pursuant to the laws of the State.

(b) The Parties agree that any legal actions arising out of this Agreement will be instituted in the District Court of Shawnee County, Kansas or, in the case of federal jurisdiction, in the Federal District Court for the District of Kansas.

Section 17

Rights and Remedies Cumulative, Waivers

Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties shall be cumulative, and the exercise by one party of one or more such rights shall not preclude the exercise by it, at the same or different times, of any other rights or remedies specified herein. Any failure or delay by either party in asserting any of its rights and remedies as to any default hereunder shall not operate as a waiver of such default or of any rights or

remedies specified hereunder, or deprive either party of its right to assert and enforce any such right or remedy.

Section 18

Amendments

This Agreement may be amended by the parties, which amendment shall be in writing and shall not cause the Agreement to be in violation of the Act.

Section 19

Transfer and Assignment

The Parties acknowledge that the Developer's expertise in constructing and managing like projects and its commitment to Topeka were material inducements to the City undertaking this Agreement. As such:

(a) The Developer may not assign this Agreement, or the rights, duties, and obligations hereunder without the prior written consent of the City. In determining whether to approve such an assignment, the City will similarly assess the proposed assignee's expertise in constructing and managing like projects and its commitment to Topeka; provided, however, that it shall be unreasonable to disapprove any such assignee if such assignee possesses the requisite financial qualifications and capabilities to perform the duties and obligations contained within this Agreement. The City's consent to any proposed assignment may not be unreasonably withheld.

(b) Notwithstanding the foregoing, the Developer may:

(1) assign or pledge its rights under this Agreement to any Affiliate by giving thirty (30) days' prior written notice to the City of its intent to proceed with such assignment or pledge; and/or

(2) collaterally assign or pledge its rights to payments due hereunder to its lender. The Developer shall provide written notice to the City of such assignment or pledge within one month of execution of the same, addressed to the Topeka City Manager, including a copy of any agreement evidencing such collateral assignment or pledge to such third party.

(c) Nothing herein shall prohibit (or require City approval to allow) the Developer from forming additional development or ownership entities to replace or joint venture with the Developer for the purpose of business and/or income tax planning; provided, however, that such additional development or ownership entities or joint ventures shall be an Affiliate.

Section 20

Notices, Demands, Communications Among Parties

Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Agreement shall be in writing, addressed to the following:

(a) To the City at:

City of Topeka, Kansas
City Hall, Room 355
215 SE 7th Street
Topeka, Kansas 66603
Attn: City Manager

With a copy to:

City Clerk
City Hall, Room 166
215 SE 7th Street
Topeka, Kansas 66603

and

City Attorney
City Hall, Room 353
215 SE 7th Street
Topeka, Kansas 66603

(b) To the Developer at:

Bob Sutton
Equity Investment Group
127 W. Berry Street
Suite 300
Fort Wayne, Indiana 46802

With a copy to:

Bob Johnson
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

Such notice shall be deemed duly given or filed if the same shall be: (i) duly mailed by certified or registered mail, postage prepaid; or (ii) communicated via facsimile, with electronic or telephonic confirmation of receipt. All notices given by: (i) certified or registered mail, postage prepaid, shall be deemed duly given as of the date they are so mailed; and (ii) facsimile, with electronic or telephonic confirmation of receipt, shall be deemed duly given as of the date of confirmation of receipt. The Parties may from time to time designate, by giving notice as set forth above, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 21

Entire Agreement

This Agreement is executed in duplicate originals, each of which shall be considered an original. This Agreement, including the Exhibits hereto, constitutes the entire agreement and understanding of the Parties. This Agreement supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter of this Agreement.

Section 22

Electronic Transactions

The transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 23

Severability

The invalidity or inability to enforce any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

Section 24

No Liability of City Officials or Employees

All liabilities under this Agreement on the part of the City and the Developer are solely corporate liabilities of the City and the Developer and no officer, director, employee, or agent of the City or the Developer shall have any personal or individual liability under this Agreement for anything done or omitted to be done by the City or the Developer hereunder.

Section 25

Counterparts

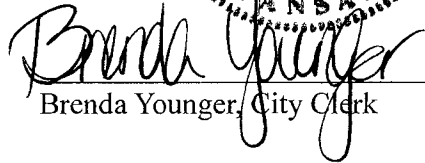
This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

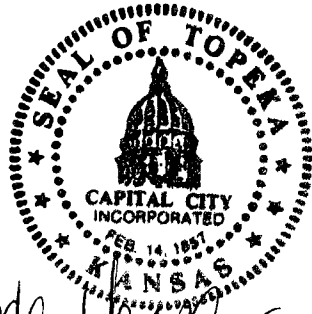
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as the dates set forth opposite the signatures and represent that the individuals executing this Agreement on behalf of the Parties have the express authority to do so.

(SEAL)

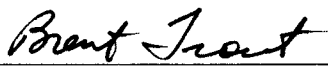
ATTEST:

By:


Brenda Younger, City Clerk



CITY OF TOPEKA, KANSAS

By: 
Brent Trout, City Manager

EIG WANAMAKER, LLC
an Indiana limited liability company

By:



Its:

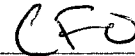




EXHIBIT A
Legal Description and Boundary Map of CID District

TRACT I:

Lot 1, Block A, TOPEKA CROSSING SUBDIVISION NO. 2 in the City of Topeka, Shawnee County, Kansas.

TRACT II:

Lot 2, Block A, TOPEKA CROSSING SUBDIVISION NO. 2 in the City of Topeka, Shawnee County, Kansas.

TRACT III:

Lot 3, Block A, TOPEKA CROSSING SUBDIVISION NO. 2 in the City of Topeka, Shawnee County, Kansas, with the following exceptions:

EXCEPT Commencing at the Southwest corner of said Lot 3; thence on a bearing of North 01 degree 59 minutes 10 seconds West, along the West line of said Lot 3, a distance of 40.00 feet to the POINT OF BEGINNING; thence continuing on a bearing of North 01 degree 59 minutes 10 seconds West, along the West line of said Lot 3, a distance of 234.45 feet; thence on a bearing of North 88 degrees 00 minutes 50 seconds East, a distance of 199.21 feet; thence on a bearing of South 72 degrees 07 minutes 16 seconds East, a distance of 89.19 feet; thence on a bearing of South 45 degrees 16 minutes 47 seconds West, a distance of 52.75 feet; thence on a bearing of South 01 degree 59 minutes 10 seconds East, a distance of 168.35 feet; thence on a bearing of South 88 degrees 00 minutes 50 seconds West, a distance of 244.35 feet to the point of beginning.

AND ALSO EXCEPT Commencing at the Southwest corner of said Lot 3; thence on a bearing of North 01 degree 59 minutes 10 seconds West, along the West line of said Lot 3, a distance of 340.45 feet; thence on a bearing of North 88 degrees 00 minutes 50 seconds East, a distance of 20.82 feet to the POINT OF BEGINNING; thence on a bearing of North 01 degree 59 minutes 10 seconds West, a distance of 192.31 feet; thence on a bearing of North 88 degrees 00 minutes 50 seconds East, a distance of 260.00 feet to the point of beginning.

TRACT IV:

Lot 1, Block A, TOPEKA CROSSING SUBDIVISION in the City of Topeka, Shawnee County, Kansas.

TRACT V: The East 8.59 feet of the North 211.66 feet of Lot 2 and the South 26 feet of said Lot 2 and the North 26 feet of Lot 3, Block A, TOPEKA CROSSING SUBDIVISION in the City of Topeka, Shawnee County, Kansas.

TRACT VI:

Non-Exclusive Easements for the passage (including ingress/egress to public streets) and parking of vehicles and for the passage and accommodation of pedestrians over and across the Common Area (as defined in said instrument), including the parking, driveways, roadways and sidewalk areas as created in the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements recorded December 3, 1992, in Book 2767, Page 792, subject, however, to the terms and provisions thereof.

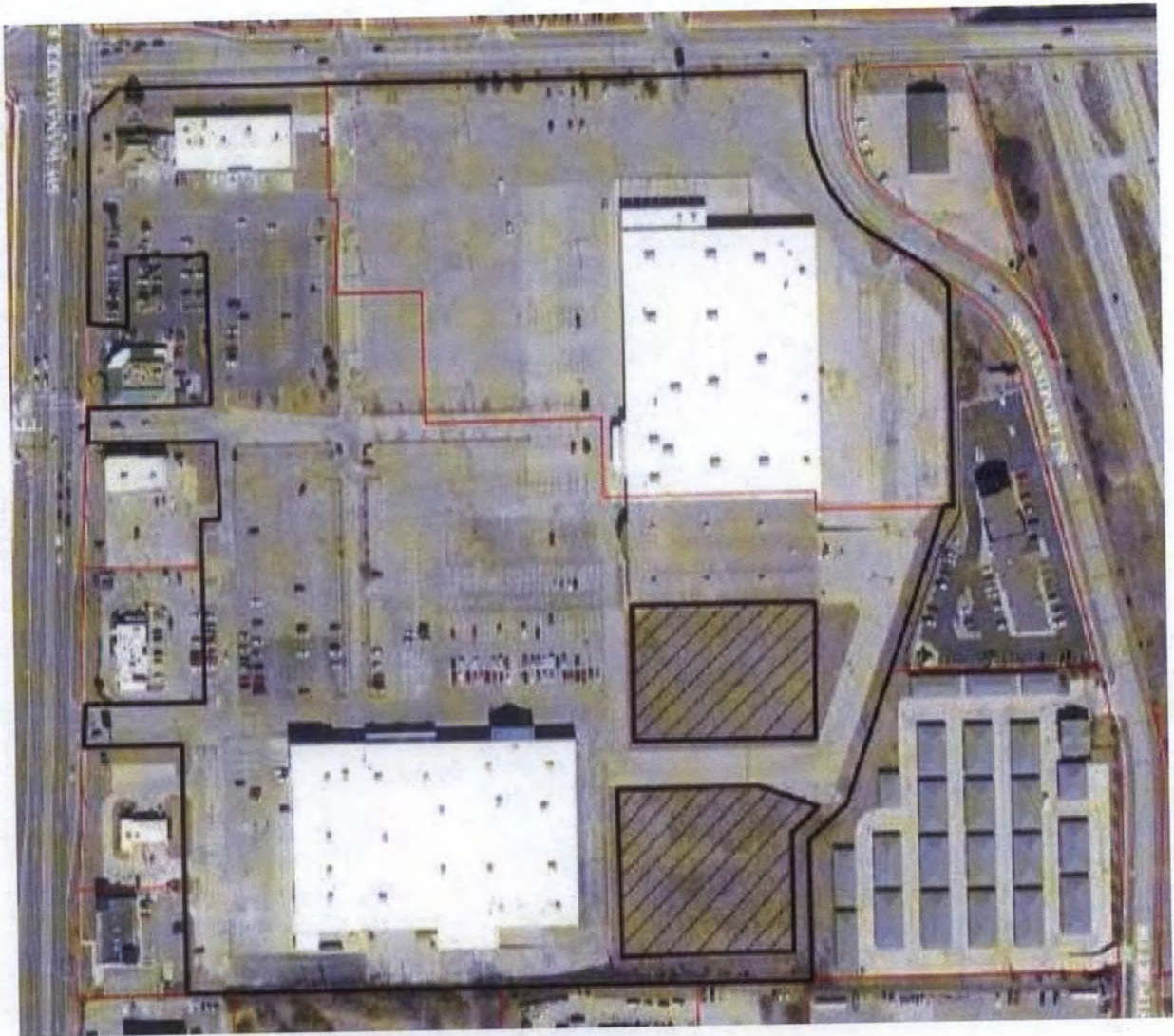


EXHIBIT B
Project Costs
(including CID Eligible Project Costs)

CID Development Budget			
Category	Total	Private	CID
LAND			
Acquisition Costs	\$ 18,802,287	\$ 18,802,287	\$ -
SUBTOTAL ACQUISITION COSTS	\$ 18,802,287	\$ 18,802,287	\$ -
HARD COSTS			
Building & Site Improvements			
Demolition/Asbestos & Concrete Testing	\$ 207,291	\$ -	\$ 207,291
Shoring/Earthwork	\$ 186,042	\$ 50,000	\$ 136,042
Concrete Footings & Slabs	\$ 524,307	\$ 100,000	\$ 424,307
Building Facades & Improvements	\$ 3,529,428	\$ 799,754	\$ 2,729,674
Building & Site Safety (e.g., Fire Protection)	\$ 179,546	\$ 79,546	\$ 100,000
Utilities	\$ 55,645	\$ 15,000	\$ 40,645
M/E/P	\$ 1,487,822	\$ 1,487,822	\$ -
Landscaping	\$ 35,010	\$ -	\$ 35,010
Signage	\$ 198,000	\$ -	\$ 198,000
General Requirements & Staffing	\$ 607,482	\$ 357,482	\$ 250,000
Construction Mgmt Fee	\$ 455,674	\$ 455,674	\$ -
BUILDING CONSTRUCTION	\$ 7,466,247	\$ 3,345,278	\$ 4,120,969
Tenant Improvements			
Landlord Work for Tenant Spaces	\$ 2,206,900	\$ -	\$ 2,206,900
Tenant Improvement Allowances	\$ 2,151,630	\$ 2,151,630	\$ -
TENANT IMPROVEMENTS	\$ 4,358,530	\$ 2,151,630	\$ 2,206,900
PARKING LOT AND RELATED UTILITIES	\$ 264,066	\$ -	\$ 264,066
HARD COST CONTINGENCY	\$ 434,963	\$ 434,963	\$ -
HARD COSTS	\$ 12,523,806	\$ 5,931,871	\$ 6,591,935
SOFT COSTS			
ARCHITECTURAL EXPENSES	\$ 250,000	\$ 61,237	\$ 188,763
FINANCING FEES/COSTS	\$ 150,000	\$ 150,000	\$ -
OTHER			
Leasing Commissions	\$ 900,000	\$ 900,000	\$ -
Legal	\$ 400,000	\$ 400,000	\$ -
Permits/Fees/Taxes/Insurance	\$ 499,520	\$ 499,520	\$ -
CID Application and Administrative Fees	\$ 310,576	\$ 310,576	\$ -
OTHER	\$ 2,110,096	\$ 2,110,096	\$ -
SOFT COST CONTINGENCY	\$ 125,505	\$ 125,505	\$ -
SUBTOTAL SOFT COSTS	\$ 2,635,601	\$ 2,446,838	\$ 188,763
TOTAL DEVELOPMENT INVESTMENT	\$ 33,961,694	\$ 27,180,996	\$ 6,780,698

Approved Project Site Plan

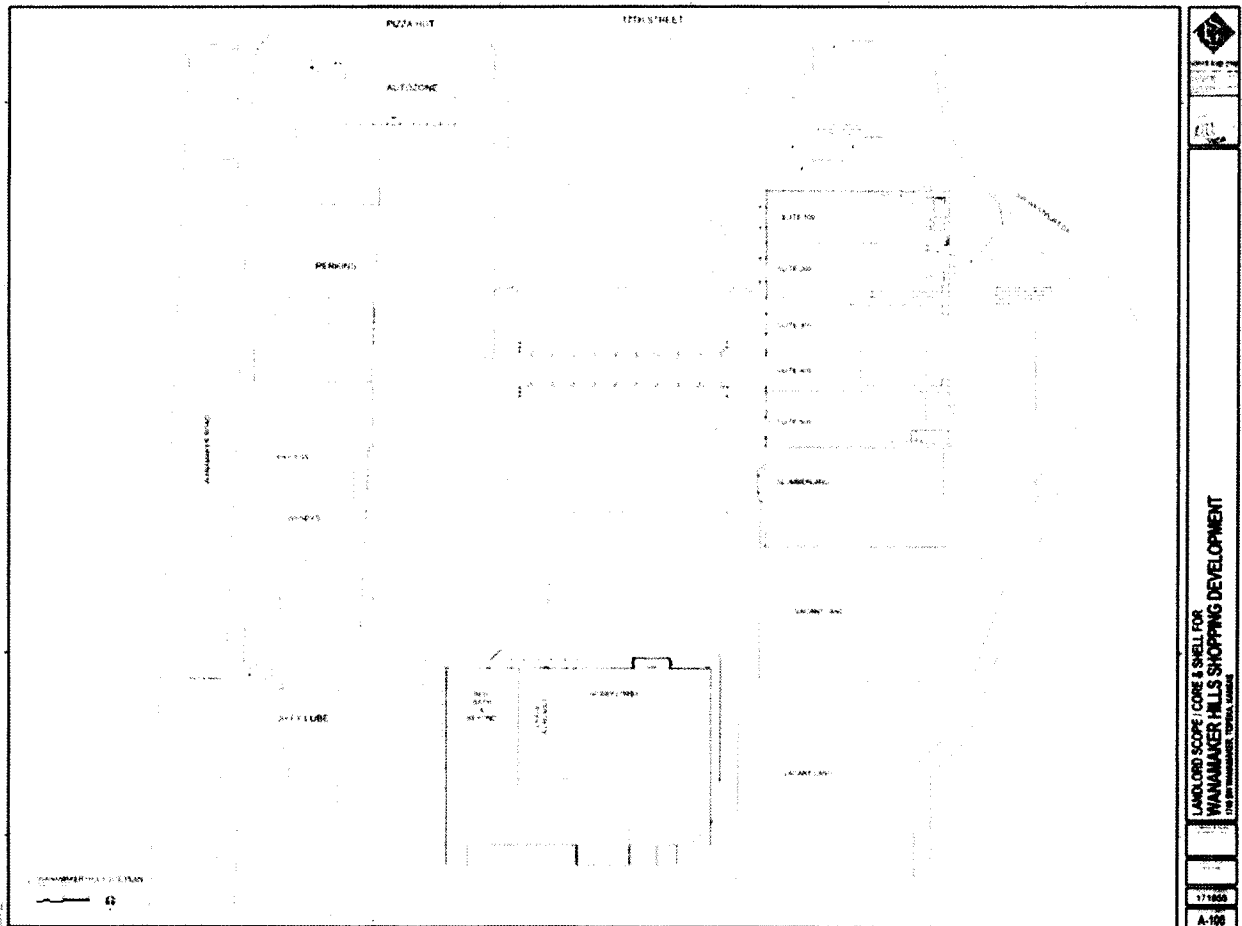


EXHIBIT D

CID Certificate of Expenditures

CERTIFICATION OF EXPENDITURES WANAMAKER HILLS CID

Date: _____

Certification # _____

City Clerk of the
City of Topeka, Kansas

In accordance with the Development Agreement for the Wanamaker Hills Community Improvement District dated _____, 20__, (the “Agreement”), between the City of Topeka, Kansas, (the “City”), and EIG Wanamaker, LLC, (the “Developer”), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. All amounts are CID Eligible Project Costs (as defined in the Agreement) that are reimbursable to the Developer pursuant to the Agreement and the CID Act, (as defined in the Agreement).
2. All amounts have been advanced by the Developer for CID Eligible Project Costs (as defined in the Agreement) in accordance with the Agreement and represent the fair value of work, materials or expenses.
3. No part of such amounts has been the basis for any previous reimbursement under the Agreement from the Reimbursement Funds or request for reimbursement from the CID Fund (as defined in the Agreement).
4. All taxes and assessments currently due on any property owned by the Developer in the city of Topeka have been paid.
5. No uncured Events of Default under the Agreement currently exist.

The Developer further certifies that all insurance policies required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is \$ _____, which amount is itemized on Attachment D-1 attached hereto and which Attachment D-1 includes _____ page(s), is incorporated herein by reference, has been initialed by the authorized representative of the Developer who signed this Certificate, and does not cause cumulative requests for reimbursement to exceed the Maximum Reimbursement Amount. Attached to Attachment D-1

are copies of the contract, invoice or other billing for the CID Eligible Project Costs or which the Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such CID Eligible Project Costs and hereby certify that such copies are true and accurate copies of the original documents.

EIG WANAMAKER, LLC
an Indiana limited liability company

By: _____
Name

Title

ATTACHMENT D-1
TO CERTIFICATION OF ELIGIBLE CID PROJECT COSTS
(EIG WANAMAKER, LLC)
PAGE 1 OF 3



Jessica Lamendola

City Hall, 215 SE 7th Street, Suite 358

Tel: (785) 368-0919

ATTACHMENT D-1

Community Improvement District Reimbursement Request

Submit requests to:

City of Topeka Director of Financial and Administrative Services

215 SE 7th Street, Suite 358

Topeka, KS 66603 or fax to: 785-368-3975

Wanamaker Hills CID

Topeka, KS 66603-3914

Tel: (785) 368-0919

Submission Date:

City Project Number:

Request Number:

Please visit the following link for CID policies and procedures: <http://www.topeka.org/cid.shtml>.

Reimbursement is contingent upon sales tax revenue received.

Minimum reimbursement is \$1,000.00.

Please include supporting documentation (copies of invoices and checks).

Type *	Vendor Name	Invoice #	Invoice Date	Payment Date	Time period of work	Requested Amount
* Note Please use page 2 for additional items.						Page 1 Total \$ -

Please use page 2 for additional items.

***Note**

1 = Land Acquisition
4 = Construction

2 = Site work

5 = Financial & Administrative Costs

3 = Relocation/Renovation Costs

Certification: I certify that the above listed costs are eligible CID costs and were incurred as part of the CID project listed above. Costs have not previously been submitted and they reflect actual costs expended. There are also no outstanding or anticipated liens for the work.

Signature:

Date:

Phone number:

Office Use Only:

Finance Approval:

Engineering Approval:

Page 2
Community Improvement District Reimbursement Request

2 = Public Infrastructure 5 = Site Prep
3 = Relocation Costs 6 = Legal and Third Party Reports

EXHIBIT E
Tenants with Executed Leases or LOIs within Center

1. AutoZone Parts, Inc., a Nevada Corporation
2. Bed Bath & Beyond, Inc., a New York Corporation
3. Hobby Lobby Stores, Inc.
4. NPC International, Inc., a Kansas Corporation (d/b/a Pizza Hut)
5. Slumberland, Inc., a Minnesota Corporation
6. Five Below, Inc., a Pennsylvania Corporation
7. Petco Animal Supplies Stores, Inc., a Delaware Corporation
8. ULTA Salon, Cosmetics & Fragrance, Inc., a Delaware Corporation
9. Old Navy, LLC, a Delaware Limited Liability Company
10. DSW Shoe Warehouse, Inc., a Missouri Corporation
11. Lamar Companies (billboard)

EXHIBIT F
Prohibited Tenants/End Users

Adult entertainment
Adult bookstore
Arcade*
Body piercing, other than ears
Car repair
Cellular or other telecommunications towers or facilities which are not stealth or fully integrated
Mobile home park
Mobile home sales
Pawn shop
Pay-day loan services
Permanent rooftop signage, except for any signage approved by the City**
Tattoo parlor

* This land use may be allowed as an accessory use if approved pursuant to City approval and such use is a subordinate use that is customarily and incidentally associated with the primary use, is located entirely within the structure of a primary use, and is not visible from and cannot be directly accessed from the exterior of the structure that contains the primary use.

** Temporary roof top signage may be allowed pursuant to the Topeka Municipal Code.

**PLEDGE AND ASSIGNMENT
RESPECTING COLLATERAL SECURITY**

THIS AGREEMENT is made this 11th day of February, 2020, and entered into by EIG Wanamaker, LLC (the "Borrower").

WITNESSETH:

WHEREAS, in connection with the delivery hereof, Protective Life Insurance Company (the "Lender") has made a loan to Borrower in the original principal amounts of \$30,858,785.08 (the "Loan").

WHEREAS, the Loan is secured by the "Loan Documents" (as described in the First Modification to Loan Documents executed by Borrower in favor of Lender dated as of the date hereof).

WHEREAS, the Borrower is entering into this Agreement in order to induce the Lender to make the Loan and as additional security for the payment of all amounts due thereunder and for the performance of all obligations of the Borrower under the Loan Documents.

NOW, THEREFORE, in consideration of the premises, the Borrower hereby covenants and agrees with the Lender as follows:

Section 1. As additional security for the payment of all amounts evidenced and secured by the Loan Documents, the Borrower hereby pledges, assigns and transfers to the Lender, and grants to the Lender a security interest in and lien upon, the following described property (the "Collateral"):

All rights to reimbursement under and pursuant to that certain Development Agreement (City of Topeka Contract No. 47841) by and between the City of Topeka, Kansas (the "City") and Borrower for implementation of the Wanamaker Hills Community Improvement District dated as of May 14, 2019, a copy of which is attached hereto as Exhibit A.

and all cash and non-cash proceeds thereof, all extensions, renewals and reinvestments thereof and all substitutions, exchanges, replacements and redeposits therefor. So long as no Event of Default hereunder shall have occurred, the Borrower shall have the right under a license hereby granted to collect, receive and retain all payments made to Borrower from the City with respect to the Collateral, provided the same are to be included in "Gross Revenues" for purposes of the Additional Interest Agreement executed by Borrower in favor of Lender.

Section 2. It is expressly understood that the acceptance by the Lender of this Agreement and the security interest created hereby shall not impose upon the Lender any obligation to make any extension of credit to the Borrower or Borrower other than as set forth in the Loan Documents and such as the Lender, in its sole judgment, shall deem prudent.

Section 3. The Borrower represents and warrants that Borrower has title to the Collateral, free of all liens and encumbrances, except the security interest created hereby, that Borrower has full power and authority to execute this Agreement, to perform Borrower's obligations hereunder and to subject the Collateral to the security interest and other rights created hereby and that no financing statement covering all or any part of the Collateral is on file in any public office.

Section 4. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Borrower shall request in writing, but failure of the Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Lender to protect or preserve any rights with respect to the Collateral against other parties, or to do any act with respect to the protection or preservation of the Collateral not so requested by the Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

Section 5. The Lender may from time to time in its sole discretion (but shall have no liability for failure so to do), without notice to the Borrower, and without impairing or affecting the security interest created hereby, (a) acquire a security interest in any property in addition to the Collateral, or release any such interest so acquired, or permit any substitution or exchange for such property or any thereof; (b) upon the occurrence of an Event of Default, resort to the Collateral for payment of amounts secured by the Loan Documents, whether or not the Lender shall have resorted to any other collateral or proceeded against any other party primarily or secondarily liable under the Loan Documents; and (c) upon the occurrence of an Event of Default, exercise any rights of the Borrower with respect to any of the Collateral, including, without limitation, the following rights: (i) to record or register in, or otherwise transfer into, the name of the Lender or its nominee any part of the Collateral, without disclosing that the Lender's interest is that of a secured party; (ii) to pledge or otherwise transfer the Collateral, whereupon any pledgee or transferee shall have all the rights of the Lender hereunder, and the Lender shall thereafter be fully discharged and relieved from all responsibility and liability for the Collateral so transferred but shall retain all rights and powers hereunder as to all of the Collateral not so transferred; (iii) to exercise any and all rights of voting, conversion, exchange, subscription or other rights or options pertaining to any Collateral; (iv) to liquidate, demand, sue for, collect, compromise, receive and receipt for the Collateral or the cash or surrender value of any of the Collateral; and (v) to perform any contract and to endorse in the name of the Borrower any checks, drafts, notes, instruments or other documents which are Collateral or which are received in payment or on account of the Collateral or otherwise constitute proceeds of the Collateral.

Section 6. The Borrower severally waives (a) any further receipt for or acknowledgment of the Collateral now or hereafter deposited, or any statement of indebtedness; (b) the right to interpose any set-off or counterclaim of any nature or description in any litigation in which the Lender and the Borrower shall be adverse parties; (c) all rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; and (d) demand, presentment, protest, notice of protest, notice of dishonor, suit against any party and all other requirements necessary to hold the Borrower.

Section 7. The occurrence of any of the following events shall constitute an Event of Default, as such term is used herein: (a) the occurrence of an "Event of Default" under the any of the Loan Documents; or (b) a default by the Borrower in the observance or performance of any obligation, covenant or warranty set forth herein for a period of thirty (30) days after receipt of written notice thereof by Lender.

Section 8. Whenever a default shall be existing, the Lender may, at its option and without demand or notice to the Borrower, (i) resort to the Collateral and all proceeds thereof for payment of any of the obligations secured hereby; (ii) terminate the license hereby granted to the Borrower to collect, receive and retain all dividends or interest paid with respect to the Collateral and (iii) exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. The Borrower agrees to pay all costs of the Lender, including, without limitation, court costs and reasonable attorneys' fees, in the enforcement of any of the Lender's rights hereunder. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least five (5) days before such disposition, postage prepaid, addressed to the Borrower at the address shown below.

Section 9. This Agreement is in addition to and not in limitation of any other rights and remedies the Lender may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by the Borrower or by law or otherwise. If any provision of this Agreement is contrary to applicable law such provision shall be deemed ineffective without invalidating the remaining provisions hereof. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this Agreement, the affected provision shall be considered amended to conform thereto. The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder. A waiver by the Lender of any right or remedy hereunder on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which the Lender would have had on any future occasion nor shall the Lender be liable for exercising or failing to exercise any such right or remedy. It is expressly understood and agreed that whenever the service of any notice upon the Borrower is required hereby or is otherwise required such notice may be sent to the Borrower by ordinary mail to the address shown at the end of this agreement, and if so mailed, such notice shall after five (5) days have expired from such mailing be deemed sufficient notice thereof. This Agreement shall be binding

upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement is executed in, and shall be construed in accordance with the laws of, the State of Alabama.

Section 10. This Agreement and the pledge and security agreement created hereby shall remain in effect until the payment in full of all amounts due under the Loan Documents, including any extensions, renewals, or modifications thereof, and the payment, performance and observance of all obligations secured hereby. Upon the termination of this Agreement, the Lender shall deliver the Collateral to the Borrower and shall execute and deliver all such releases and other documents as are necessary to effect the termination hereof upon the request of the Borrower and at the expense of the Borrower.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement is being executed under seal by the undersigned on the date first above written.

"BORROWER:"

EIG WANAMAKER, LLC, an Indiana limited liability company

By: [Signature]
Anthony M. Zirille, its Chief Legal Officer

STATE OF INDIANA)

COUNTY OF ALLEN)

BE IT REMEMBERED, that on this 7th day of February, 2020, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Anthony M. Zirille, as Chief Legal Officer of **EIG WANAMAKER, LLC**, an Indiana limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year above written.

[Signature]
Notary Public

A resident of ALLEN County, Indiana

My commission expires: July 20, 2023

[NOTARY SEAL]



FERN T. WIGNER, Notary Public
Allen County, State of Indiana
My Commission Expires July 20, 2023
Commission Number 670520



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Councilmember Sylvia Ortiz, SSG Committee Chair DOCUMENT #:
SECOND PARTY/SUBJECT: Social Service Grants Committee 2025 PROJECT #: Process and Funding
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of the Social Service Grants recommendations for the 2024 Calendar, 2025 Priorities, Scoring Sheet and Continuation of Contract with Vendor.

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

(Approval would authorize payment in the amount of \$50,000 to United Way as the outsourcing vendor for the 2025 process.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the recommendations of the Social Service Grants (SSG) Committee for the year 2025.

STAFF RECOMMENDATION:

Staff recommends the Governing Body vote to approve the 2023 Social Service Grants recommendations.

BACKGROUND:

The Social Service Grants Committee met November 20, 2023; December 11, 2023 to discuss and finalize the 2025 SSG Cycle to include the following:

- The Committee voted 3-0-0 to approve the 2025 process calendar. Setting deadlines and dates that will occur in 2024 that affect the 2025 grant process.
- The Committee voted 3-0-0 to approve the 2025 Priorities Sheet.
- The Committee voted 3-0-0 to approve the 2025 Score Sheet.
- The Committee voted 3-0-0 to recommend continuation with United Way of Greater Topeka as the outsourcing vendor for the 2025 process, with a note that contract compensation changes have been negotiated.

BUDGETARY IMPACT:

\$50,000 for services rendered to United Way
\$491,904 for Social Services Grant Total

SOURCE OF FUNDING:

CDBG Program Delivery \$50,000
General Fund \$424,047
CDBG Funding \$67,857

ATTACHMENTS:

Description

Dec 11, 2023 SSG Committee Report
Nov 20, 2023 SSG Committee Report
2025 SSG Process Calendar
2025 SSG Priorities
UWKV Request for Proposal and Scoring Sheets (Pages 8 and 9)
Contract No. 51075
Dec 11, 2023 SSG Committee Meeting Minutes
Nov 20, 2023 SSG Committee Meeting Minutes
Contract No. 50002
Contract No. 49313
Contract No. 48541

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Social Service Grants

Title: 2025 Social Service Grants Cycle Recommendations

Date referred from
Council meeting: na

Date referred from
Committee: December 11, 2023

Committee Action: MOTION: Committee member Hiller made a motion to approve the 2025 process items, to include the 2025 Priorities, the 2025 RFP/Scoring Sheet, and the 2024 Calendar/Timeline. Committee member Kell seconded. Motion approved 3-0-0.

MOTION: Committee member Brett Kell made a motion to approve a final renewal of the contract for United Way of Kaw Valley. Committee member Hiller seconded. Motion approved 3-0-0.

Comments:

Members of
Committee: Sylvia Ortiz (Chair), Karen Hiller, Brett Kell

Agenda Date
Requested: December 19, 2023

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Social Service Grants

Title: 2025 Social Service Grants Cycle Recommendations – Priorities Sheet

Date referred from Council meeting: na

Date referred from Committee: November 20, 2023

Committee Action: MOTION: Chairwoman Ortiz made a motion to raise the maximum request amount from \$25K to \$27K. Committee member Hiller seconded. Motion approved 2-0-0. Committee member Kell was not present during the vote.

Comments: Committee member Hiller inquired if there would be any consensus to want to raise the maximum request amount, since an additional \$57K had been approved to be added toward the SSG process? She did not want to push the suggestion, but noted it was an opportunity to consider it, and noted it would allow a little bit more to the regular agencies that have applied.

Committee member Hiller explained that the other side to the challenge for private businesses and non-profits is hiring good people. With salaries and people arguing for providing at least a livable wage, non-profits often struggle because they do not pay as much as other sectors do, and with inflation, \$3K would be a ten percent increase over ten years. In order to help to even continue that core offering to help meet the increased costs of running that business, was the reasoning Committee member Hiller was coming from. Chairwoman Ortiz voiced appreciation for that conversation. Mr. Martin added that, based on conversations UWKV has had with their non-profit partners, they note a competition to hire and retain social workers from a small pool of qualified individuals from larger entities such as the school districts or hospital systems that have a unique set of compensation resources that smaller non-profits likely do not have. He suggested the point that Committee member Hiller brought up was significant and something to be considered for later conversation.

Committee member Hiller suggested having additional conversation at the next meeting as to whether the Committee would want to consider raising the cap from \$25K to \$27K.

Chairwoman Ortiz inquired what Mr. Martin's thoughts were toward raising the maximum request amount to \$27K. Mr. Martin stated that, with the additional \$57K for the SSG funds, was about a 15% increase to the maximum grant amount, which would take it to \$28,750. He stated if the Committee would want to raise the cap to \$27K or \$28K, it would be reasonable and would not be disproportionate to the amount that would be seen with inflation.

Members of
Committee:

Sylvia Ortiz (Chair), Karen Hiller, Brett Kell

Agenda Date
Requested:

December 19, 2023

2025 - Grant Process Timeline

Social Services Grants

Communication	Social Service Grant (SSG) Committee reviews outcomes develops testimony, develops priorities and a budget recommendation for next funding cycle – November 2023
	City Council adopts Priorities, Process and Budget Recommendation for next Funding cycle prior to December 31 st , 2023
	Training for SSG Committee on grant process immediately following appointments in March 2024
	2025 Request for Proposal released by April 15, 2024
	Application Workshop held by the vendor on April 22, 2024
Intake of Applications	Applications are due May 24, 2024 by 5:00 p.m. to the vendor office through e-CImpact
	Proposals that do not meet minimum standards for submission will not be eligible for funding. Applicants will be notified by June 5, 2024
Review	Three to five reviewers are secured by the vendor by May 10th, 2024
	By June 21, 2024, application scoring, as well as year-end performance report for prior year grants, will be provided to the SSG Committee members by the vendor.
	Week of June 24th, 2024, SSG Committee will meet for approval of review committee scoring and recommendations
	Week of July 8th, 2024, appeal process closes
Recommendation	By August 1st, 2024, recommendation ready for City Council (per Finance.) Allocation recommendation contingent upon budget approval. If approved budget contains less than recommended grant awards, awards will be reduced proportionately.
Approval	By October 1st, 2024, City Council adopts City Budget
	After City budget adoption late August, the SSG Committee affirms or adjusts recommendations based on adopted budget

City of Topeka - Social Services Funding Priorities - Year 2025

Mission Statement: Outcome based, quality, cost effective social services to handle our vulnerable citizens with care, minimize victimization and crime, minimize turnover in neighborhoods, and optimize success.

- Senior citizen neighborhood-based programming to include – meals, activities, transportation
- Medical assistance for low-income individuals
- Programs for at-risk youth
- Emergency housing and utility assistance
- Neighborhood and independent living based services for persons with severe and persistent mental illness
- Support services for residents whom are non-English-speaking

Social Services Grant Detail

Minimum Grant Request Amount \$ 10,000 Maximum Grant Request Amount \$ 27,000

- * Two agencies with maximum grant amounts Shawnee Medical Society maximum amount at \$50,000 and Positive Connections maximum amount at \$35,000

New untested programs Yes _____ No x Set-aside Amount No

Agency program must be in operation for 2 years prior to date of application.

Recommended Social Services Funding for Year 2025

Social Services Grant Total:	\$ <u>491,904</u>
• General Fund	\$ <u>424,047</u>
• CDBG	\$ <u>67,857</u>

The City will accept applications for new programs with the knowledge if funding is exhausted on established programs, new programs will not be funded. Applications will be scored and the percentage of their score multiplied by the amount requested will be the total funding allocation. For example: Request for \$27,000 and they got a 95% the agency would receive \$25,650. Once the threshold is met the funding will be cut off based on ranking.

* The City of Topeka is committed to following all guidelines as set forth in this Request for Proposal. If issues arise, the Social Service Grants committee reserves the right to choose not to recommend any agency or program(s), any new program(s) or may fund programs with provisos.



United Way of Kaw Valley

United Way of Kaw Valley
REQUEST FOR PROPOSAL
FUNDING ANNOUNCEMENT

2025

SOCIAL SERVICES

Community Development Block Grant
& General Fund

DATE ANNOUNCED: April 15, 2024

DATE DUE: May 27, 2024

THIS FUNDING ANNOUNCEMENT CONTAINS THE FOLLOWING ELEMENTS:

PART 1: APPLICATION INFORMATION

PART 2: TECHNICAL INFORMATION

PART 3: THRESHOLD ELIGIBILITY CRITERIA

PART 4: COMMITTEE CRITERIA: REVIEW

PART 1: APPLICATION INFORMATION

Section 1 Available Funds

Approximately \$440,000 will be made available for Social Services Grants in calendar year 2025. The City of Topeka and United Way of Kaw Valley cannot be held to this amount as Congressional allocations and City budget constraints may cause the amount to change. United Way of Kaw Valley and the City of Topeka reserve the right not to allocate all funds available depending on the number and quality of applications received.

Section 2 Funding Mechanics

A. Eligible applicants

For all priority areas, any state recognized non-profit corporation is eligible for these funds. These organizations must make services available to all Topekans, or make services available to a specific group with specialized needs, i.e. the elderly, children, disabled adults, homeless, low-income families/individuals, etc. Funds can be used only to serve persons who reside within the city limits of Topeka.

The Grantee understands that as a recipient of funds from the city, that grantee must be in compliance with Title II of the Americans with Disabilities Act and the implementing regulations 28 C.F.R. Part 35 as to all of its facilities and programs.

Resolution 7580 applies to agency eligibility. "No grant or loan or financial assistance shall be authorized or made from funds administered by any city department to any person, firm, partnership, for-profit corporation, not-for-profit corporation, joint venture or other association of persons who owes any debt to the City of Topeka or who owes any delinquent real estate taxes or personal property taxes or special assessments at the time of entering into a contract." Further, the requirements of Resolution 7580 apply to the agency, not to the individuals served by the funded service.

B. Timetable

Request for Proposal (RFP) Issued – April 15, 2024

Submission Deadline – May 27, 2024

Initial scoring – Approximately June 7, 2024

Recommendations developed – Approximately August 1, 2024

C. Priorities

Two funding sources are combined to make these grants possible: (1) City General Funds and (2) Community Development Block Grant (CDBG) Funds

Community Development Block Grant (CDBG) Funds Requirement.

The primary objective of CDBG funding is the development of viable urban communities by the provision of decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. To meet the objectives of the CDBG program, all activities funded with CDBG under this RFP must benefit low and moderate-income persons (Regulations listed here can be found at 24 CFR 570.2 and 570.200 (2)).

Applicant should be aware CDBG will not be available until Congressional appropriations are made and written agreements are executed between HUD and the City, which will likely be well after January 1, 2025.

City of Topeka Priorities

The following categories have been established by the City Council as priorities for 2025, see page 7.

D. Eligible expenses

Expenses eligible for funding under the Social Services Grants include the operating expenses, staff salaries and direct service costs of the program, including, but not limited to: supplies, transportation expenses, child care, health care services, substance abuse services, employment services and recreational services. This also includes lease of a facility, equipment or other property needed for the service. Provision of emergency "income payments" for shelter (rent, mortgage and/or utility payments) is eligible if the payments do not exceed two months and the payments are made directly to the provider of such services. In addition, food is not an allowable expense.

E. Submission format and deadline

Beginning April 15, 2024, the Request for Proposal (RFP) and application are available by accessing the following link: <https://agency.e-cimpact.com/login.aspx?org=18530F>
Applicants may submit multiple applications under this Request for Proposal
Proposals are due no later than 5:00 p.m., May 27, 2024.

F. Application screening process

Request for Proposal responses will be screened for threshold compliance based on the criteria included in Part 3 of this Funding Announcement. Proposals that do not meet minimum standards for submission will not be considered.

United Way of Kaw Valley will provide initial scoring to the City of Topeka Social Service Grant Committee (SSG). The SSG Committee will finalize scoring and develop a funding recommendation for consideration by the City Council. These allocations then become final subject to appropriations by both the city and the U.S. Department of Housing and Urban Development. Once funding allocations are final, contracts will be initiated based on the approved allocations.

Section 3 Application Development Assistance

A. Technical Assistance

An "Application Workshop" will be held on April 29th at 10:00am. Please RSVP to amott@uwkawvalley.org

Further questions regarding the funding process should be directed to Brett Martin at bmartin@uwkawvalley.org

B. Request for additional information

United Way of Kaw Valley reserves the right to request additional information as necessary.

C. Applicant debriefings

Once grant awards have been made final, United Way of Kaw Valley will schedule debriefings for any interested applicants who wish to ask questions regarding the scoring of the applications or to discuss ways to improve next year's submission. Applicants may request a debriefing by sending their request in writing to Juliet McDiffett at jmcdiffett@uwkawvalley.org.

PART 2: TECHNICAL INFORMATION

Section 1 Conflict of Interest and Disclosure

In awarding and managing contracts to operate youth and social service programs, United Way of Kaw Valley will not engage in and will not condone on the part of contractors any form of undisclosed conflict of interest. United Way of Kaw Valley employees and both the employees and board members of contracting agencies and organizations will not use their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or gain.

This includes but is not limited to actions that involve the use of contract funds in ways that provide advantage or benefit to United Way of Kaw Valley and contractor employees and their immediate families and/or to the members of boards of directors of contracting agencies and their immediate families in regard to (a) the acquisition of goods and services, space or amenities in any form, (b) employment or consulting services, (c) program and project participation, and (d) the receipt of gifts or gratuities. (Immediate family is defined as legal or common law husband or wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.)

Any potential or suspected conflict of interest or appearance of conflict of interest must be brought to the attention of the United Way of Kaw Valley officials in writing as part of the application process.

Similarly, any potential or suspected conflict of interest or appearance of conflict of interest that arises after an application is submitted must be brought to the attention of the United Way of Kaw Valley officials in writing prior to any action that might constitute or result in a conflict of interest.

Section 2 Other Information

A. Sub-contracting and delegation of funds

In general, sub-contracting and delegation of funds by applicants submitting successful responses to this request for proposals will not be permitted. However, this may be acceptable if the benefit to the City and City residents is clear and compelling. Applicants interested in sub-contracting or delegating funds should clearly indicate their intention to do so in their request for proposal response. Written confirmation from United Way of Kaw Valley that this is an acceptable option will be required before any sub-contracting or delegation of funds occurs.

B. Program and project budget periods

Program and project budget periods will be one (1) year in length unless otherwise specified in contracts. Expenditures cannot be made before or after any contract period. Extension of any contract period must be requested and approved in writing.

C. Fiscal and program accountability

To meet minimum eligibility requirements applicants must (a) have or acquire the capacity to receive, spend, and account for public funds in a manner consistent with generally accepted accounting principles and practices, and (b) have the capacity to accomplish the program objectives set forth in their request for proposals response.

(a) In the case of agencies and organizations that have been recipients of City, state or federal funds in any combination this fiscal management requirement can be met by providing evidence in the form of certified audits or similar documentation sufficient to indicate to United Way of Kaw Valley that contract funds will be spent and accounted for appropriately. In the case of agencies or organizations that have not received City, state, or federal funds this fiscal management requirement can be met by providing evidence sufficient to indicate to United Way of Kaw Valley that either arrangements have been made to acquire accounting and fiscal management

services from a private firm or non-profit organization that has the capacity to receive, spend, and account for public funds in a prudent manner or that the applicant has in place and is using a financial management system adequate for this purpose.

b) In the case of agencies and organizations that have been recipients of city, state or federal funds in any combination this program management requirement can be met by providing evidence of successful completion of previous performance-based contract obligations. In the case of agencies or organizations that have not previously received city, state, or federal funds this program performance requirement can be met by providing evidence sufficient to indicate to United Way of Kaw Valley that performance-based contract obligations will be met.

Request for proposals responses from applicants that do not meet minimum eligibility requirements will not be reviewed, and these applicants will not be eligible for funding. Applicants that have not met program and financial management obligations under the terms of previous City of Topeka grants and contracts will not be eligible for funding.

D. Reporting & Monitoring

Funded agencies will provide program, financial, and participant information on a quarterly basis online using e-C Impact. Detailed instructions relating to these requirements will be provided separately. In some instances, United Way of Kaw Valley will require more frequent reporting in the interest of prudent contract management.

United Way of Kaw Valley staff will work cooperatively with grantees to ensure successful contract completion. United Way of Kaw Valley activities will include, but will not be limited to, in-depth review of all submissions, on-site visits and consultation, and routine performance troubleshooting. As necessary United Way of Kaw Valley will use progressive sanctions to ensure successful completion of contracts.

E. Audits

Successful agencies will provide financial audits under the terms and conditions included in contracts. In general, the intent will be to ensure that all funds provided by the City are handled and accounted for in a manner that meets generally accepted accounting principles. When appropriate, United Way of Kaw Valley staff may conduct program and project performance audits or arrange for performance audits to be conducted.

F. Applicable federal, state, and City laws and regulations

Individual contracts may involve the use of one or more types of federal, state and City funds that carry special requirements. These requirements will be referenced in contracts as appropriate, and conformance to applicable laws and regulations will be required.

G. Appeal Process

Once grant applications have been received by United Way of Kaw Valley, a review committee will be formed for initial scoring. The scores will be presented to the Social Service Grant Committee (SSG) for consideration. The SSG committee will then make their recommendations for funding. Grant applicants who disagree with scoring may appeal. The application packet must be the basis for the appeal. The request for appeal shall be made, in writing or by email within 7 calendar days, to United Way of Kaw Valley, 1527 SW Fairlawn Road, Topeka, KS 66604. Attn: Juliet McDiffett at jmcdiffett@uwkawvalley.org.

Once all appeals have been received, a meeting will be scheduled with the SSG committee. Each agency will have an opportunity to present justification for their appeal. The SSG committee will consider the request and United Way of Kaw Valley report back to agencies, within 7 calendar days.

PART 3: THRESHOLD ELIGIBILITY CRITERIA

TIMELINESS

Yes / No The application was received before the submission deadline.

COMPLETENESS

Yes / No The Request for Applications response are complete in all material respects.
(Legal and governing body information, Program/project information, Outcomes,
Budget information)

CONFLICT OR APPEARANCE OF CONFLICT OF INTEREST

Yes / No The Applicant has identified and addressed any conflict of interest or appearance of
conflict of interest in a manner that insures the ethical and prudent use of and
accounting for public funds.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Yes / No The proposed use of funds is consistent with CDBG regulations (when applicable) and
City of Topeka priorities as listed in the RFP Funding Announcement, including
Resolution 7580.

IS THIS AN ELIGIBLE APPLICANT?

Yes / No Reviewers will determine that all answers to the questions above are positive.
(Questionable answers will be up to United Way of Kaw Valley's discretion.)

PART 4: REVIEW COMMITTEE CRITERIA

City of Topeka - Social Services Funding Priorities - Year 2025

Mission Statement: Outcome based, quality, cost effective social services to handle our vulnerable citizens with care, minimize victimization and crime, minimize turnover in neighborhoods, and optimize success.

- Senior citizen neighborhood-based programming to include – meals, activities, transportation
- Medical assistance for low-income individuals
- Programs for at-risk youth
- Emergency housing and utility assistance
- Neighborhood and independent living-based services for persons with severe and persistent mental illness
- Support services for residents who are non-English-speaking

Social Services Grant Detail

Minimum Grant **Request** Amount \$ 10,000 Maximum Grant **Request** Amount \$ \$27,000

- * Two agencies with maximum grant amounts Shawnee Medical Society maximum amount at \$50,000 and Positive Connections maximum amount at \$35,000.

New untested programs Yes _____ No x Set-aside Amount No

- * Agency program must be in operation for 2 years prior to date of application.

Recommended Social Services Funding for Year 2025

Social Services Grant Total:	\$ <u>491,904</u>
• General Fund	\$ <u>424,047</u>
• CDBG	\$ <u>67,857</u>

The City will accept applications for new programs with the knowledge if funding is exhausted on established programs, new programs will not be funded. Applications will be scored and the percentage of their score multiplied by the amount requested will be the total funding allocation. For example: Request for **\$27,000** and they got a 95% the agency would receive **\$25,650**. Once the threshold is met the funding will be cut off based on ranking.

* The City of Topeka is committed to following all guidelines as set forth in this Request for Proposal. If issues arise, the Social Service Grants committee reserves the right to choose not to recommend any agency or program(s), any new program(s) or may fund programs with provisos.

Social Services Scoring Sheet

Reviewer _____

Agency _____

Need - 15 points

Project has demonstrated need (Program Narrative Question #1)	15 pts	_____
15 Need is clearly stated and ties directly to the outputs/outcomes of the program		
10 Need is clearly stated, and program somewhat ties to the outputs/outcomes		
5 Need is not clear and/or does not tie to the outputs/outcomes		
0 Need was not defined, and does not tie to the outputs/outcomes		

Issues and Outcomes – 50 points

Outputs are clear and related to identified needs (Services & Outcomes Section Logic-Form Outputs)

10 Outputs are described in detail and are achievable.		
8 Outputs are general or vague		
5 Outputs are not described in detail		
0 Outputs are unclear	10 pts	_____

Outcomes are clear and related to identified needs (Services & Outcomes Section Logic- Form Outcomes)

10 Outcomes are strong and measurable and related to identified need.		
8 Outcomes are moderate and measurable and related to identified need		
5 Outcomes are weak and not related to identified need	10 pts	
0 Outcomes are unclear		_____

Plan has been identified to measure outputs and outcomes (Services & Outcomes Section-Logic Form Source Question)

5 Measurements are clear and appropriate		
3 Only some measurements are clear and appropriate	5 pts	
0 No meaningful measurement has been established		_____

Unduplicated services OR any duplication with other services is explained and adequately defended (Program Narrative Question #2)

5 Services are not duplicated, or duplication is justified		
3 Duplication is explained but not satisfactorily justified	5 pts	
0 Duplication is not explained		_____

Applicant has achieved outputs and outcomes on prior grants – per meaningful measures (Column #1 Logic Model)

20 90% of outcomes and goals are met.		
15 75% of outcomes and goals are met		
10 50% of outcomes and goals are met		
5 25% of outcomes and goals are met	20 pts	
0 No goals achieved		_____

Capacity – 30 points

Organization has the resources to produce the proposed outcomes efficiently and effectively (Budget, program narratives, program overview and history capacity)

- 10 Program budget is clear, adequate, and reasonable to accomplish grant outcomes. Expenditures are cost effective and clearly linked to grant activities. Organization shows strong evidence of financial stability and program sustainability.
 - 5 Program budget is complete but may be difficult to distinguish from organization budget. Expenditures are clearly linked to grant activities but may not be adequate, reasonable, or cost-effective. Organization shows moderate evidence of financial stability and program sustainability.
 - 0 Program budget is included in application but seems incomplete or not reflective of actual costs, activities, or outcomes. Organization shows little evidence of financial stability or program stability.
- 10 pts** _____

Organization manages program effectively (Budget, program narratives, program overview and history capacity)

- 5 There is history of effective program management, cost effective and quality service delivery and evaluation/planning.
 - 3 Limited evidence of agency effective program management, cost effective and quality service delivery and evaluation/planning.
 - 0 Program management, cost effective and quality service delivery and evaluation/planning are weak or not apparent.
- 5 pts** _____

Agency has formal process and is using client input (History & Capacity, Question #3)

- 5 Client input is formalized, and input used
 - 3 Client input is not formalized, described in general terms
 - 0 Client input is not addressed in the proposal
- 5 pts** _____

Org. Leadership is strong and maintains community-based representation

- 5 At least 20% is made of racial or ethnic minorities, is less than 70% of one gender, meets regularly with quorum of board members in attendance at least 80% of the time and has a healthy mix of needed skills and resources
 - 3 Three of four criteria have been met
 - 0 Less than three criteria have been met
- 5 pts** _____

Past grant administration is effective (*Reviewers CANNOT answer this question. This score will be prepopulated for the volunteers.*)

- 5 Reporting and invoicing is on time and paperwork is accurate
 - 3 Reporting on time but paperwork is not accurate
 - 0 Grant administration is not effective
- 5 pts** _____

Collaboration & Partnerships – 5 Points

Partnerships (Collaborations & Partnerships Section)

- 5 Meaningful collaboration with 6 or more entities
- 3 Meaningful collaboration with less than 6 entities
- 0 No partnerships

5 pts _____

Total
(Out of 100, _____)

* The City of Topeka is committed to following all guidelines as set forth in this Request for Proposal. If issues arise, the Social Services Grants Committee reserves the right to choose not to recommend any agency or program(s), any new program(s), or may fund programs with provisos.

ADMINISTRATIVE ACTION FORM

Contact Person: Corrie Wright

Date: 2/17/2023

Department/Division: Planning & Development - PLDV

Document #: 51075

Document Type: Contract/Agreement

Council Approval Required? Result of Bid Event? No

C&P No

Legal No

Category/Subcategory: 007 Contracts and Amendments / 018 Other

Subject: 2023 Social Service Program Administration Contract

Second Party: United Way of Kaw Valley

Start Date: 01/01/2023 CIP Project: No IT Impact: No

End Date: _____ Project #: _____

Requested Action: Approve and Execute Document Open Record Exception: No

Financial Implications

Financial Impact: Yes Included in Budget: Yes Bond Funded: No

Total Contract Cost: 45000 One-Time Cost: 45000 On-going/Annual Cost: 45000

Financial Summary

\$45,000 will be awarded to United Way of Kaw Valley

**See page 2 for accounting unit/project/activity information*

Description

Addendum no. 3 to contract 48541 to provide \$45,000 to United Way of Kaw Valley for the program administration of the Social Service program for the City.

Form Approval Routing

Department Director Corrie Wright 2/17/2023

Contracts & Procurement Jen Babin 2/18/2023 Virginia Bockwitz

Legal Mary F... 2/21/2023

Finance Freddy Mawgin 2/20/2023 Kristin Ready

City Clerk Brenda Younger 2/22/2023 Kaya Downing

Funding Details

Project# /Activity # CD2023.3774
Accounting Unit: 7007171105
Account: 53400
Funding Allocation 45000

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

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Accounting Unit: _____
Account: _____
Funding Allocation _____

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

CONTRACT NO. 51075

ADDENDUM NO. 3 TO CITY OF TOPEKA CONTRACT NO. 48541

THIS ADDENDUM entered into this 2/22/2023 by and between the City of Topeka, a duly organized municipal corporation, hereinafter referred to as "City" and **United Way of Kaw Valley**, hereinafter referred to as "Contractor."

WHEREAS, the parties hereto have previously entered into City of Topeka Contract No. 48541, as amended by City of Topeka Contract No. 49313 and 50002 provide **Socials Services Grant Program Administration** for the **Planning and Development** of the City of Topeka;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. City of Topeka Contract No. 48541, as amended, is hereby specifically amended to change Business name, United Way of Greater Topeka, Inc to United Way of Kaw Valley effective September, 28, 2022 as per Attachment A.
2. City of Topeka Contract No. 48541, as amended, is hereby specifically amended to extend the contract through **February 28, 2024**.
3. All other terms and conditions of City of Topeka Contract No. 48541, as amended, not specifically amended herein shall remain in full force and effect.
4. This Agreement may be signed by faxed or electronic signature, which will be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF TOPEKA, KANSAS

Stephen Wade

Stephen Wade, City Manager

UNITED WAY OF KAW VALLEY

Jessica Lehnherr

Jessica Lehnherr, CEO

ATTEST:

Brenda Younger

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

2/21/2023

DATE _____ BY *Mary Ann*

C&P DIRECTOR

Sp. Beli

9/28/22, 1:52 PM

<https://www.kansas.gov/sos-namechange/displayCover.do?tid=yt0dledzxjfq2qe>

SCOTT SCHWAB
Secretary of State



STATE OF KANSAS

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

[Go Back](#)

Print this page

Name Change Amendment

September 28, 2022

United Way of Kaw Valley, Inc
1527 SW Fairlawn Rd
TOPEKA, KS 66604

RE: United Way of Kaw Valley, Inc

Identification/File Number: 0211607

A Name Change Amendment was filed online on September 28, 2022 with the Kansas Secretary of State for the entity listed above. The business entity's record and additional information regarding business filings are available through the Kansas Secretary of State's website: sos.kansas.gov.

If you have questions regarding this filing, please contact the Business Services Division at (785) 296-4564 or by email at kssos@ks.gov.

Sincerely,

Business Services Division
Kansas Secretary of State

Certificate Of Completion

Envelope Id: 665E34E30E694DAB839E8C9642CD465E

Status: Completed

Subject: Planning Department Contract Renewal Addendum 3 United Way Kaw Valley 48541

Document Type: Contract/Agreement/Addendums/Renewals/Change Order

Department: Planning

Source Envelope:

Document Pages: 4

Signatures: 13

Envelope Originator:

Certificate Pages: 7

Initials: 0

Corrie Wright

AutoNav: Enabled

Stamps: 1

cwright@Topeka.org

Enveloped Stamping: Enabled

IP Address: 184.179.98.72

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Corrie Wright

Location: DocuSign

2/17/2023 1:52:14 PM

cwright@Topeka.org

Signer Events**Signature****Timestamp**

Corrie Wright

Completed

Sent: 2/17/2023 1:55:58 PM

cwright@topeka.org

Viewed: 2/17/2023 1:56:20 PM

Division Director Housing Services

Signed: 2/17/2023 2:09:52 PM

City of Topeka

Using IP Address: 184.179.98.72

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Jessica Lehnerr



Sent: 2/17/2023 2:09:59 PM

jlehnerr@unitedwaytopeka.org

Viewed: 2/17/2023 3:41:55 PM

CEO/President

Signed: 2/17/2023 3:42:40 PM

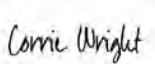
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Corrie Wright



Sent: 2/17/2023 3:42:48 PM

cwright@topeka.org

Viewed: 2/17/2023 3:43:53 PM

Division Director Housing Services

Signed: 2/17/2023 3:44:08 PM

City of Topeka

Signature Adoption: Pre-selected Style
Using IP Address: 184.179.98.72

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Virginia Bockwitz



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vjbockwitz@topeka.org

Viewed: 2/17/2023 3:50:43 PM

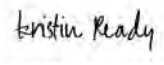
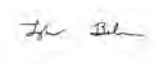
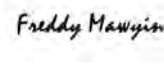
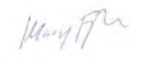
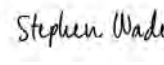
Signing Group: AA - C&P Review

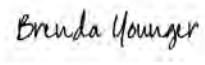
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Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 184.179.98.72**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Kristin Ready kready@Topeka.org Accountant II City of Topeka Signing Group: AA - Finance Review Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 184.179.98.72	Sent: 2/17/2023 3:50:59 PM Viewed: 2/17/2023 4:50:36 PM Signed: 2/17/2023 4:50:44 PM
Leigha Boling lboling@topeka.org Director of Contracts and Procurement City of Topeka Signing Group: AA - C&P Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/6/2023 4:26:41 PM ID: 493f1c15-4471-430a-b20d-183a1bf7adeb	 Signature Adoption: Uploaded Signature Image Using IP Address: 208.68.250.46	Sent: 2/17/2023 4:50:53 PM Viewed: 2/18/2023 10:15:36 AM Signed: 2/18/2023 10:16:11 AM
Freddy Mawyin fmawyin@topeka.org CFO City of Topeka Signing Group: AA - Finance Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 184.179.98.72	Sent: 2/18/2023 10:16:22 AM Viewed: 2/18/2023 10:19:18 AM Signed: 2/20/2023 8:25:56 AM
Mary Feighny mfeighny@Topeka.org Deputy City Attorney City of Topeka Signing Group: AA - Legal Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/25/2021 10:59:11 AM ID: 9d631941-2a56-4864-bd21-5b6e7a8ce151	 Signature Adoption: Uploaded Signature Image Using IP Address: 184.179.98.72	Sent: 2/20/2023 9:48:47 AM Viewed: 2/21/2023 8:41:15 AM Signed: 2/21/2023 8:41:59 AM
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Stephen Wade swade@topeka.org City Manager City of Topeka Signing Group: AA - City Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 184.179.98.72	Sent: 2/22/2023 2:27:26 PM Viewed: 2/22/2023 2:44:08 PM Signed: 2/22/2023 2:44:23 PM

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Editor Delivery Events		
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dawn Lacy dlacy@topeka.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/22/2023 4:09:55 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/20/2023 9:48:37 AM
Envelope Updated	Security Checked	2/20/2023 9:48:37 AM
Envelope Updated	Security Checked	2/20/2023 9:48:45 AM
Envelope Updated	Security Checked	2/21/2023 8:42:15 AM
Envelope Updated	Security Checked	2/22/2023 2:26:37 PM
Envelope Updated	Security Checked	2/22/2023 2:26:37 PM
Certified Delivered	Security Checked	2/22/2023 4:09:23 PM
Signing Complete	Security Checked	2/22/2023 4:09:45 PM
Completed	Security Checked	2/22/2023 4:09:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CITY OF TOPEKA

CITY COUNCIL COMMITTEE MEETING MINUTES

SOCIAL SERVICE GRANTS 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: December 11, 2023
Time: 11:00 a.m.
Location: Virtual Meeting via Zoom

Committee members present: Councilmembers Sylvia Ortiz (Chair), Karen Hiller, Brett Kell

City staff present: Carrie Higgins (Division Director Housing Services), United Way of Kaw Valley vendor staff: Brett Martin, Jessica Lehnerr, Joyce Katzer, Juliet McDuffet, Audrey Mott

1) Call to Order

Chairwoman Ortiz called the meeting to order at 11:03am Committee members, staff and staff from United Way introduced themselves.

2) Approval of November 20, 2023 Meeting Minutes

Committee member Kell made a motion to approve the November 20th minutes. Committee member Hiller seconded. Motion approved 3-0-0.

3) 2025 SSG Cycle Items

Brett Martin, United Way of Kaw Valley, reviewed the Priorities sheet, scoring sheet, calendar and RFP. These items were discussed at the November meeting, and the items today reflect changes in language that had been discussed at that time. Changes include the following:

- Priorities Sheet:
 - o Minimum & Maximum Grant Amount – the word “Request” was inserted. Language now says “Minimum Grant Request Amount” and “Maximum Grant Request Amount”
 - o The grant maximum request amount was raised from \$25K to \$27K.
 - o The recommended funding total and General Fund amounts were updated to reflect the increased amount that the Governing Body had previously approved (August 15, 2023). The total is \$491,904. The increase in the General Fund was raised to \$424,047.
- Calendar: The only changes that had been made on the calendar were adjustments on the dates from 2023 to 2024 to accurately reflect deadlines and schedules.

RFP/Scoring Sheet

The language related to Emergency Services and Preventative Services has been stricken from the RFP, per request by the Committee. Mr. Martin noted there was currently a large space on the page. This is something that will be corrected after reformatting.

MOTION: Committee member Hiller made a motion to approve the 2025 process items, to include the 2025 Priorities, the 2025 RFP/Scoring Sheet, and the 2024 Calendar/Timeline. Committee member Kell seconded. Motion approved 3-0-0.

4) Vendor Contract Renewal for 2024

Housing Services Division Director Carrie Higgins reviewed the Contract information. She had sent the contracts for 2022 and 2023 to the Committee following the November meeting. Part of the 2022 contract has an additional page that goes over the amended schedule of service fees for United Way. The contract was approved with 2022 fees being \$40K, 2023 fees being \$45K, and then 2024 fees being \$50K. Staff is seeking a vote by the Committee for the renewal of one final year. After that, the contract would need to go out for an RFP and bids before moving forward again.

MOTION: Committee member Brett Kell made a motion to approve a final renewal of the contract for United Way of Kaw Valley. Committee member Hiller seconded. Motion approved 3-0-0.

5) Adjourn

Chairwoman Ortiz thanked staff and the United Way team for their work with making this process smooth, and operate efficiently. Committee member Hiller echoed sentiments, and stated she felt moving toward the grant management partnership with UWKV has helped to relieve some of the stress from City staff. They are quick to respond.

Chairwoman Ortiz wished everyone a happy holiday season. She adjourned the meeting at 11:14am.

Meeting video can be viewed at: <https://youtu.be/hNwoM7-NASc>



CITY OF TOPEKA

CITY COUNCIL COMMITTEE MEETING MINUTES

SOCIAL SERVICE GRANTS 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 20, 2023

Time: 9:00 a.m.

Location: 1st Floor Conference Room; Cyrus K. Holliday Bldg (620 SE Madison)

Committee members present: Councilmembers Sylvia Ortiz (Chair), Karen Hiller, Brett Kell

City staff present: Carrie Higgins (Division Director Housing Services), United Way of Kaw Valley vendor staff: Brett Martin, Jessica Lehnerr, Joyce Katzer, Juliet McDiffet, Audrey Mott

1) Call to Order

Chairwoman Ortiz called the meeting to order at 9:00am Committee members, staff and staff from United Way introduced themselves.

2) Vendor Contract Renewal for 2024

Housing Services Division Director Carrie Higgins provided information to the Committee about the United Way of Kaw Valley's (UWKV) contract with the City. The original contract was from 2020-2021, with four optional renewals. The current renewal ends February 28, 2024. It can be followed by one last renewal, which would be a contract period of March 1, 2024 through February 28, 2025.

Committee member Hiller indicated she had been pleased with the service. She requested an overview of the four-year contract and renewal sequence. Division Director Higgins responded that the City has been through three of the four contract renewal cycles with UWKV. After February 28, 2025, a new Request for Proposals (RFP) would have to go out.

Committee member Hiller inquired about the rates and terms of the original contract as well as the three renewals. Staff did not have that information on hand, but would send it to the Committee and would have it available for the next meeting. Planning & Development Services Director Rhiannon Friedman noted that the contract is a continuation, so the amount has already been agreed upon when it was initially negotiated. This is the third term of the contract.

3) Approve Minutes from July 12, 2023 Meeting

Committee member Hiller made a motion to approve the July 12, 2023 meeting minutes. Chairwoman Ortiz seconded. Motion approved 2-0-0. Committee member Kell was absent during this vote.

4) 2025 SSG Cycle Items

Brett Martin with United Way of Kaw Valley introduced the 2025 SSG Cycle items.

2025 Priorities

Mr. Martin noted that the Priorities matched what had been approved for the 2024 process cycle, with the amendment of the increase to the General Fund amount, which increased the total from \$434,942 to \$491,904. The addition of \$24,047 was approved by the Governing Body [August 15, 2023], being the only change for the 2025 cycle process. The mission statement and priority areas, maximum amounts for Shawnee County Medical Society and Positive Connections, the continuation to have no untested programs, or set aside amount, and the requirement that those programs must be in operation for two years prior to the date of application, remain unchanged.

Committee member Hiller felt comfortable with the category remaining the same. She noted there had been an issue about the minimum grant language, when the process was done before, and felt it may need to be addressed. She inquired if there was perhaps a cost-of-living type of raise in the cap would be something to consider. Another consideration suggested was to revisit the grandfathering of two agencies that are allowed to request a higher maximum than the other program applicants. The maximum request is set at \$25K, however Shawnee County Medical Society's maximum request limit is \$50K, and Positive Connections maximum request limit is \$35K.

Committee member Hiller inquired about the definition of the minimum grant request, and asked if that meant programs should be asking for that much or if it meant that the SSG process will not give funds for less than that amount? She noted that that information ties into whether or not the application will even be accepted. She commented that there may be a concern that applications requesting less than \$10K may have been processed and considered in the past. Also, sometimes when the math happens, grants have been awarded with less than \$10K. Committee member Hiller recalled a conversation in a previous meeting that the \$10K minimum was set so that it was worth the agency's time to apply for the grant and worth the City's time to process that application and do the writing, processing, grant management. Mr. Martin suggested that if the

Committee wanted to make an adjustment here, the language would say “the minimum grant request amount”. If the language says a “Ten Thousand dollar grant award”, it is likely that money would be left at the table annually, because there will be agencies that, when United Way takes their score and multiply it by the applicant’s request, then subtract that from the total amount, there is no guarantee at the end that the last program will be awarded the minimum of \$10K. Mr. Martin felt adding the clarifying language “minimum grant request amount” on the funding priority sheet, it will take care of any confusion that folks might have.

There was additional conversation about some programs possibly not needing \$10K, and what the history was on why that amount was set for the minimum request. The concerns were about if applicants would inflate their proposal in order to hit the threshold, and how it might affect the process for other applications. Committee member Hiller noted that part of the reasoning the Committee had come up with requiring a program to have at least two years of operation before they can apply, to show it has been tested and that the SSG money is not being used as startup money. The issue was there were many other small grants that would allow applicants to accomplish little things here and there, but that the idea of the SSG pool was to provide ongoing core program support for tested programs. Chairwoman Ortiz appreciated the idea of requiring programs to show at least a two-year history.

Circling back to the concern of requiring a \$10K minimum, even if a lesser amount would be sufficient, Mr. Martin noted that lowering the threshold may capture a very small number of non-profits, however it is his experience that they rarely see a program that wants or needs less than \$10K. It is possible that such programs exist, and that lowering the minimum amount to \$5K may bring in a few of the smaller non-profit programs. Mr. Martin cautioned that if a program needed \$5K, and they ask for \$5K, the inherent assumption is that they will score 100% and that is not always the case. It is more common that applicants ask for more money than they may need, because they understand that they may not receive that full amount, but that even if they receive less than their request, they will be able to cover their costs. The Committee felt leaving the minimum request threshold at \$10K was appropriate at this time. Mr. Martin clarified that the word “request” would be added to both the minimum and maximum thresholds for continuity and to keep applicants from requesting more than the \$25K maximum amount. Applicants can ask for no fewer than \$10K, and no more than \$25K.

Committee member Hiller inquired if there would be any consensus to want to raise the maximum request amount, since an additional \$57K had been approved to be added toward the SSG process? She did not want to push the suggestion, but noted it was an opportunity to consider it, and noted it would allow a little bit more to the regular agencies that have applied.

Correspondingly, Committee member Hiller inquired if the Committee would want to look at the exemptions for the two agencies that are being allowed to apply for more. Chairwoman Ortiz did not want to change the grandfathered agencies until they had been given a full year of notice that this change may happen. Committee member Hiller stated she did not feel comfortable with making an exception just for two agencies, as every other agency is meeting important needs in the community and do their best to raise money, and that Topeka has growing needs. It is a matter of if the Committee wants to provide even support or even opportunity to everyone. Mr. Martin suggested that leaving the \$25K cap was a fairly good number, unless the Committee would want to prioritize areas based on a percentage, which has never happened. Having just under half a million dollars for the grant, allows for a good amount of core funding for capacity for organizations, while at the same time, not concentrating it into two or three agencies or two or three priority areas.

Committee member Hiller explained that the other side to the challenge for private businesses and non-profits is hiring good people. With salaries and people arguing for providing at least a livable wage, non-profits often struggle because they do not pay as much as other sectors do, and with inflation, \$3K would be a ten percent increase over ten years. In order to help to even continue that core offering to help meet the increased costs of running that business, was the reasoning Committee member Hiller was coming from. Chairwoman Ortiz voiced appreciation for that conversation. Mr. Martin added that, based on conversations UWKV has had with their non-profit partners, they note a competition to hire and retain social workers from a small pool of qualified individuals from larger entities such as the school districts or hospital systems that have a unique set of compensation resources that smaller non-profits likely do not have. He suggested the point that Committee member Hiller brought up was significant and something to be considered for later conversation.

Scoring Sheet [video 35:58 minute mark]

Mr. Martin stated there were no suggested changes for the scoring sheet. He noted that when UWKV hosts the training session through the grant workshop with the agencies in April, and talk about outputs and outcomes, the team will want to

make sure that the agencies understand that those are annual, and that the application is requesting to see a full year of outputs and outcomes, and that should address the issues that had arisen this past year.

Committee member Hiller pointed out a mistake on the application form, which has the score sheet on the back, needs to be updated with the total dollars available. Mr. Martin noted that correction to be made.

Committee member Hiller suggested that, on the application, in Section 2 of Page 2, that there is some explanation about the difference between emergency aid and preventative counseling, and she found it interesting, from the conversation earlier. There used to be a separation of emergency aid and preventive counseling and have a set total for each separate category. The decision to get rid of that happened some years ago, and she was not sure if it was still necessary to keep it. Mr. Martin felt it was a vestige of the old application and noted they would remove it from the application.

Chairwoman Ortiz inquired if there was any language in the RFP that makes clear it is the applicant's responsibility to ensure the correct contact information is in the application and on file? Mr. Martin provided two responses. In the grant workshop, when the RFP is introduced, UWKV encourages every agency to go into EcImpact and update their contact information. And, secondly, when the applicants sign the contracts, there is an item in the contract that talks about updated contact information and they it is incumbent on the agency to make those changes, and if there is a major change in personnel, they are required to make that notification and change.

Chairwoman Ortiz inquired if there was anything within the RFP or contract that provides contact information to the applicant, should one of the UWKV staff leave or be out of the office during the application process, to ensure continuity of the process for the applicants? Mr. Martin stated there are multiple contacts from UWKV that are listed in the EcImpact, based on title and relationship to the organization. So UWKV is in communication with programs throughout the grant year. Mr. Martin included that there is also a mechanism within EcImpact that will flag the UWKV team if an individual from an application agency is no longer working with that agency so UWKV can reach out to another individual at the agency to ensure they go into the system on their end and update the information. The applicant agencies typically have multiple contacts on their EcImpact, and they are able to determine who receives those emails, and how

frequently they are received. This helps to not bombard everyone within the agency with those emails.

Calendar [video 46:12 minute mark]

Mr. Martin noted there were no major changes to the 2024 Calendar. The proposed changes are based on the change in the calendar year.

Chairwoman Ortiz read information that she received from the City Council Assistant, Liz Toyne, during the meeting that referenced the grandfathering of the two agencies. These were approved by the SSG Committee on November 8, 2017. Chairwoman Ortiz stated she would like to give this current process in place at least one more year, and to hold a discussion on it next year.

Megan Skaggs, Executive Director of the Shawnee County Medical Society Health Access program provided information about the program. Funding received through the SSG funds the prescription program for uninsured, low-income residents of Shawnee County. To qualify for the program, clients must be under the 150% federal poverty guidelines, they must be uninsured and not eligible for Medicaid or Medicare services. The medical services are donated from the partner physicians. The program is funded operationally by fundraisers and other grants. Many of the physicians donate themselves to the program. Money that is received by the City of Topeka is solely dedicated to the prescription funding. Ms. Skaggs stated that prior to the maximum threshold being set for other agencies at \$25K, the Medical Society had been receiving up to \$100K from the City. The program would likely not be able to continue without the ability for them to request a maximum amount of \$50K.

Sandra Knox with Valeo spoke on behalf of the Medical Society, as she oversees the LINK program, which is a partnership between Valeo and Health Access. In addition to prescriptions, the program also helps with the underinsured that are suffering from mental illness.

Kathleen Link, Executive Director of Positive Connections provided information about their programs. About 90% of the SSG funds that are received covers salary for case managers. Positive Connections currently has three case managers for the 236 HIV positive clients on the caseload. That equals out to about 80 clients per case manager. Industry standard is about half of that per case manager. Ms. Link stated that reductions in funding from the SSG, would mean layoffs would happen and that would lead to putting the HIV community in Topeka and Shawnee County at risk. The case managers do everything from keeping clients enrolled in medical

services, to medications, doctor's visits, and more and provide it for free. Case managers also help with housing. She noted that a lot of the clients are enrolled in the Shelter Plus Care program and other housing services through the City's Housing Services programs. Keeping the HIV infection from spreading is the main thing. Keeping the clients undetectable by ensuring they are going to their doctors' visits and taking their medications properly, helps keep the clients undetectable, which also means untransmittable. The goal is to have no new infections. For 2023, there are 10 new diagnosed infections, which is the highest it has ever been.

Committee member Hiller suggested having additional conversation at the next meeting as to whether the Committee would want to consider raising the cap from \$25K to \$27K.

Chairwoman Ortiz inquired what Mr. Martin's thoughts were toward raising the maximum request amount to \$27K. Mr. Martin stated that, with the additional \$57K for the SSG funds, was about a 15% increase to the maximum grant amount, which would take it to \$28,750. He stated if the Committee would want to raise the cap to \$27K or \$28K, it would be reasonable and would not be disproportionate to the amount that would be seen with inflation.

MOTION: Chairwoman Ortiz made a motion to raise the maximum request amount from \$25K to \$27K. Committee member Hiller seconded. Motion approved 2-0-0. Committee member Kell was not present during the vote.

Division Director Higgins began to read through the contract, however it was discovered that the amount of money paid to UWKV had been increased from the copy that Division Director Higgins had on screen. Staff will locate the current contract and present it to the Committee at the next meeting.

5) Adjourn

Chair adjourned the meeting at 10:18am

Meeting video can be viewed at:

<https://youtu.be/yOSUPNCyMGY?si=0eRlSkRKc3nQpw55>

ADMINISTRATIVE ACTION FORM

Contact Person: Corrie Wright Date: 12/20/2021
 Department/Division: Planning & Development - PLDV Document #: 50002
 Document Type: Contract Renewal
 Council Approval Required? Result of Bid Event? Yes Bid # 2076
 C&P No
 Legal No

JAN 08 2022

Category/Subcategory: 007 Contracts and Amendments / 005 Professional Services
 Subject: Social Services Grant Program Management
 Second Party: United Way of Greater Topeka
 Start Date: _____ CIP Project: No IT Impact: No
 End Date: 02/28/2023 Project #: _____
 Requested Action: Approve and Execute Document Open Record Exception: No

Financial Implications

Financial Impact: Yes Included in Budget: Yes Bond Funded: No
 Total Contract Cost: 40000 One-Time Cost: 0 On-going/Annual Cost: 0

Financial Summary

The contract total for 2022 will be \$40,000 as shown on Attachment A and will be paid from 7007171105-53400-CD2021.3608.

**See page 2 for accounting unit/project/activity information*

Description

This contract with United Way of Greater Topeka is for a one year term; United Way is providing administrative services for the Social Services Grant Program. Attachment A of the contract shows an incremental increase over the next 3 years as agreed upon by the City and United Way. After two years of providing the administration of the grant program, there is a clearer understanding of what the expectations are from the City of Topeka and Social Service Grant Committee members. The scope of services provided are more than what was originally outlined, and, as a result administrative costs are far above the original contract cost.

Approval Routing

Department Director	<u>B.D. Swanda</u>	<u>12/20/2021</u>	<u>Corrie Wright</u>
Contracts & Procurement	<u>John Bels</u>	<u>12/21/2021</u>	<u>Virginia Bockwitz</u>
Legal	<u>Mary F...</u>	<u>12/23/2021</u>	
Finance	<u>Stephen Wade</u>	<u>12/21/2021</u>	<u>Kristin Ready</u>
City Clerk	<u>Brenda Younger</u>	<u>12/29/2021</u>	<u>Keya Downing</u>

Funding Details

Project# /Activity # CD2021.3608 CD2022 . 3670
Accounting Unit: 7007171105
Account: 53400
Funding Allocation 40000.00

Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

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Project# /Activity # _____
Accounting Unit: _____
Account: _____
Funding Allocation _____

CONTRACT NO. _____

ADDENDUM NO. 2 TO CITY OF TOPEKA CONTRACT NO. 48541



THIS ADDENDUM entered into this 12/29/2021 by and between the City of Topeka, a duly organized municipal corporation, hereinafter referred to as "City" and **United Way of Greater Topeka**, hereinafter referred to as "Contractor."

WHEREAS, the parties hereto have previously entered into City of Topeka Contract No. 48541, as amended by City of Topeka Contract No. 49313 to provide **Social Services Grant Program Administration** for the **City Manager's Office, formerly Department of Neighborhood Relations** of the City of Topeka;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. City of Topeka Contract No. 48541, as amended, is hereby specifically amended to extend the contract through **February 28, 2023**.
2. Effective immediately upon execution by both parties, the following payment schedule, as shown on **Attachment A**, will take effect.
3. 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 (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Contractor for all Services performed prior to the date of the termination notice.
4. All other terms and conditions of City of Topeka Contract No. 48541, as amended, not specifically amended herein shall remain in full force and effect.
5. This Agreement may be signed by faxed or electronic signature, which will be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF TOPEKA, KANSAS

UNITED WAY OF GREATER TOPEKA

Brent Trout

Brent Trout, City Manager

Jessica Lehnherr

Jessica Lehnherr, CEO

ATTEST:

Brenda Younger

Brenda Younger, City Clerk



APPROVED AS TO FORM AND LEGALITY

DATE 12/23/2021 BY mf

C&P
Director

[Signature]

ATTACHMENT A



United Way
of Greater Topeka

October 12, 2021

City of Topeka
Brent Trout
215 SE 7th St
Topeka, KS 66603

To. Mr. Brent Trout,

This letter is in reference to the Social Service Grant Program Administration we currently provide for the City of Topeka (Contract No. 48541). United Way of Greater Topeka is requesting the reimbursement amount to be increased to \$45,000. After almost two years of providing the administration of the grant program, we have a clearer understanding of what the expectations are from the City of Topeka and Social Service Grant Committee members. The scope of services we have provided are more than what was originally outlined, and, as a result our administrative costs are far above our current reimbursement rate. To continue to provide the high-quality grant management services for the City, we are requesting a reimbursement amount that will allow us to continue this work.

The increase for reimbursement will allow for the following:

- Salary support for a part-time position that can focus on all aspects of the grant administration. This will be in conjunction with the current support staff administering the grant program.
- Financial support for the grant management system, e-CImpact. Once we moved the City of Topeka's accounts and agency information to our system, we were charged an additional fee for the number of agencies using the program and for the City of Topeka to be sublicensed under our account.

Some additional thoughts for consideration include amending the scope of services as follows:

- Attendance at all Social Service Grant Committee meetings.
- Ongoing technical support and training for agencies in completing the RFP and quarterly reports.
- Fulfilling all contract requirements – obtaining required documents and signatures.

We value our partnership with both the City and all the social service grantees. Continuing to work together will mutually benefit all of us and people we serve.

Thank you for your thoughtful consideration. I am happy to answer any further questions you may have.

Sincerely,

Jessica Lehnher
CEO/President

GIVE. ADVOCATE. VOLUNTEER.
LIVE UNITED™

United Way of Greater Topeka
1527 SW Fairlawn Road
Topeka, Kansas 66604
785.273.4804 | www.unitedwaytopeka.org

Leave a legacy of impact. Please consider including United Way of Greater Topeka in your estate plan.

UWGT Pricing Proposal to administer City of Topeka Social Service Grant Funds

Item Description	Price
Salaries (includes employee benefits)	\$40,598.00
Grant Management System (e-CImpact)	\$4,176.00
Food for investment panels	\$144.00
Office Supplies	\$82.00
\$45,000.00	

Budget Narrative

Salaries- To continue this program with the high level of detail and attention to customer support and satisfaction we need to hire an additional employee. We do not have the capacity to carry out all functions of the scope of service without additional staff. This proposal includes a part-time salary for a new employee and continued support from the VP of Community Impact, Director of Community Impact and Director of Applications.

Grant Management System- To help cover the additional cost to have the City of Topeka be sublicensed under our current contract.

No changes proposed to the food for investment panels and office supplies.

AMENDED SCHEDULE OF SERVICE FEES

1. 2022 Annual Fee \$40,000
2. 2023 Annual Fee \$45,000
3. 2024 Annual Fee \$50,000

Acceptance of Amended Schedule of Service Fees

City of Topeka, Brent Trout BT

United Way of Greater Topeka, Jessica Lehnherr Jessica Lehnherr

UNITWAY-02

AWARDNER



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/17/2021

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 Peoples Insurance Group 1415 SW Topeka Blvd Topeka, KS 66612	CONTACT NAME: Anne Wardner	
	PHONE (A/C, No, Ext): (785) 271-8097	FAX (A/C, No):
	E-MAIL ADDRESS: awardner@peoplesinsure.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: Trumbull Insurance Company	27120
INSURED United Way of Greater Topeka, Inc 1527 SW Fairlawn Rd. Topeka, KS 66604	INSURER C:	
	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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate			ECP 0589376	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EBA 0589376	10/4/2021	10/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ECP 0589376	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WECAH3CGC	10/24/2021	10/24/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

 Washburn University
 1700 SW College Ave
 Topeka, KS 66621

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

Certificate Of Completion

Envelope Id: 2BF41EB1216F40658D86F0B616074F28

Status: Completed

Subject: COT Planning and Development Contract for Social Services Grant Management with United Way

Department: Planning

Document Type: Contract/Agreement/Addendums/Renewals/Change Order

Source Envelope:

Document Pages: 7

Signatures: 12

Envelope Originator:

Certificate Pages: 7

Initials: 4

Kathleen Burrows

AutoNav: Enabled

Stamps: 1

kburrows@topeka.org

Envelope Stamping: Enabled

IP Address: 165.225.34.59

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Kathleen Burrows

Location: DocuSign

12/20/2021 11:14:45 AM

kburrows@topeka.org

Signer Events

Kathleen Burrows

kburrows@topeka.org

Business Services Manager

City of Topeka

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Corrie Wright

cwright@Topeka.org

Division Director Housing Services

City of Topeka

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Bill Fiander

bfiander@Topeka.org

Director Planning & Development Services

City of Topeka

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Virginia Bockwitz

vjbockwitz@topeka.org

Signing Group: AA - C&P Review

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Signature

Completed

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Corrie Wright

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Bill Fiander

Signature Adoption: Uploaded Signature Image

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Signed using mobile

Virginia Bockwitz

Signature Adoption: Pre-selected Style

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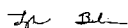
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Signer Events

Signature

Timestamp

Leigha Boling
lboling@topeka.org
Director of Contracts and Procurement
City of Topeka

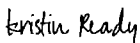


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Kristin Ready
kready@Topeka.org
Accountant II
City of Topeka



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Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephen Wade
swade@topeka.org
Budget and Performance Manager
Carahsoft OBO City of Topeka
Signing Group: AA - Finance Director
Security Level: Email, Account Authentication (None)



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Jessica Lehnerr
jlehnerr@unitedwaytopeka.org
Security Level: Email, Account Authentication (None)



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Mary Feighny
mfeighny@Topeka.org
Deputy City Attorney
City of Topeka

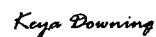


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Keya Downing
kdowning@Topeka.org
Signing Group: AA - City Clerk Review
Security Level: Email, Account Authentication (None)



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Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.59

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Brent Trout
btrout@topeka.org
City Manager
City of Topeka
Signing Group: AA - City Manager
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brenda Younger
BYounger@topeka.org
City Clerk
City of Topeka
Signing Group: AA - City Clerk
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 8/17/2021 1:09:56 PM
ID: 807f097e-c1b5-4b33-ab43-eedb09cd7ef1

In Person Signer Events

Editor Delivery Events

Virginia Bockwitz
vjbockwitz@topeka.org
Signing Group: AA - C&P Review
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kathleen Burrows
kburrows@topeka.org
Business Services Manager
City of Topeka
Signing Group: AA - C&P Review
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Keya Downing
kdowning@Topeka.org
Signing Group: AA - City Clerk Review
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Brent Trout

Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.71

Brenda Younger



Signature Adoption: Pre-selected Style
Using IP Address: 99.18.220.79

Signature

Status

VIEWED

Using IP Address: 165.225.34.59

VIEWED

Using IP Address: 165.225.34.59

VIEWED

Using IP Address: 165.225.34.59

Timestamp

Sent: 12/23/2021 11:39:27 AM
Viewed: 12/23/2021 12:50:46 PM
Signed: 12/23/2021 12:51:55 PM

Sent: 12/29/2021 8:31:05 AM
Viewed: 12/29/2021 8:32:08 AM
Signed: 12/29/2021 8:32:30 AM

Timestamp

Timestamp

Sent: 12/20/2021 4:01:28 PM
Viewed: 12/20/2021 4:26:04 PM
Completed: 12/20/2021 4:26:38 PM

Sent: 12/23/2021 8:28:17 AM
Viewed: 12/23/2021 8:30:13 AM
Completed: 12/23/2021 8:31:26 AM

Sent: 12/23/2021 9:06:26 AM
Viewed: 12/23/2021 11:15:30 AM
Completed: 12/23/2021 11:17:05 AM

Editor Delivery Events**Status****Timestamp**

Brenda Younger
BYounger@topeka.org
City Clerk
City of Topeka

Signing Group: AA - City Clerk
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 8/17/2021 1:09:56 PM

ID: 807f097e-c1b5-4b33-ab43-eedb09cd7ef1

VIEWED

Using IP Address: 99.18.220.79

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Viewed: 12/29/2021 8:28:43 AM

Completed: 12/29/2021 8:31:04 AM

Agent Delivery Events**Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/20/2021 11:35:51 AM

Certified Delivered

Security Checked

12/29/2021 8:32:08 AM

Signing Complete

Security Checked

12/29/2021 8:32:30 AM

Completed

Security Checked

12/29/2021 8:32:30 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ADMINISTRATIVE ACTION FORM

Contact Person:	Corrie Wright	Date:	2/3/2021
Document Type:	Contract / Renewal	Document #:	49313
Second Party:	United Way of Greater Topeka	Project #:	
Subject:	Social Services Grant Prgm	HTE #:	
Department/Division:	Planning & Development - PLDV	CIP Project?	
Category/Subcategory:	007 Contracts and Amendments / 018 Other		
Requested Action:	Approve and Execute Document	Open Record Exception?	No

Financial Implications:

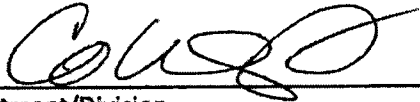
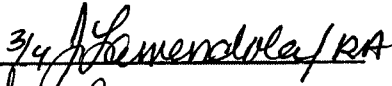
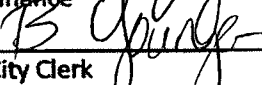
The contract total is \$21,000 and will be paid from our Housing Services Division federal funding; program delivery. Accounting Unit 7007171105 Account 53400 and Activity: CD2021.3608 for \$20,856. The contract fees for 'Food for investment panels' will be taken from Accounting Unit 1017010100 Account 54400.

MAR 11 2021

Description:

The contract with United Way of Greater Topeka is for a one year period. UWGT will provide administration of the City's Social Services Grant program for 2022.

REC'D TOPEKA CITY CLERK
'21 MAR 4 PM 4:23

Form Approval Routing:			
Approved By:		Date:	2/3/21
Approved By:	Department/Division 	Date:	3/3/21
Approved By:	Contracts & Procurement 	Date:	3-4-21
Approved By:	Legal Rcv'd in Finance 3/4  / RA	Date:	3/4/21
Approved By:	Finance 	Date:	3/4/21
Return To:	City Clerk Contracts & Procurement		
Return To:	Corrie Wright		

CONTRACT NO. 49313

ADDENDUM NO. 1 TO CITY OF TOPEKA CONTRACT NO. 48541

THIS ADDENDUM entered into this 5th day of March, 2021 by and between the City of Topeka, a duly organized municipal corporation, hereinafter referred to as "City" and **United Way of Topeka**, hereinafter referred to as "Contractor."

WHEREAS, the parties hereto have previously entered into City of Topeka Contract No. 48541 to provide for **Social Services Grant Program** for the Department of Neighborhood Relations of the City of Topeka; and

WHEREAS, the parties desire to amend City of Topeka Contract No. 48541.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

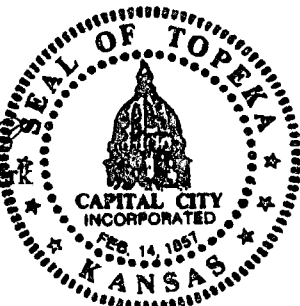
1. City of Topeka Contract No. 48541 is hereby specifically amended to extend the contract through February 28, 2022.
2. All other terms and conditions of City of Topeka Contract No. 48541 not specifically amended herein shall remain in full force and effect.
3. This Agreement may be signed by faxed or electronic signature, which will be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF TOPEKA, KANSAS

ATTEST:

Brenda Younger
Brenda Younger, City Clerk



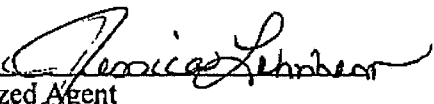
Brent Trout
Brent Trout, City Manager



UNITED WAY OF TOPEKA

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

By 
Authorized Agent

ADMINISTRATIVE ACTION FORM

Contact Person:	Sasha Haehn	Date:	3/20/2020
Document Type:	Contract/Agreement (involving C & P)	Document #:	48541
Second Party:	United Way of Greater Topeka, Jessica Lehnher	Project #:	
Subject:	Social Services Grant program outsourcing	HTE #:	
Department/Division:	Department of Neighborhood Relations - DNR	CIP Project?	
Category/Subcategory:	007 Contracts and Amendments / 005 Professional Services		

Requested Action: ☐ Approve and Execute Document ☐ Open Record Exception? ☒

Financial Implications:

The contract total is \$21,000 and will be paid from our Housing Services Division federal funding; program delivery. Accounting Unit 7007171105 Account 53400 and Activity: CD2020.3535 for \$20,856. The contract fees for 'Food for investment panels' will be taken from Accounting Unit 1017010100 Account 54400, General NR.

APR 08 2020

'20 MAR 20 AM 11:54
REC'D TOPEKA CITY CLERK

Description:

The contract with United Way of Greater Topeka is for a one year period. UWGT will provide administration of the City's Social Services Grant program.

* RUSH*

Form Approval Routing:

Approved By:	<u>Sasha Haehn</u>	Date:	<u>3/20/2020</u>
	Department/Division		
Approved By:	<u>Jay P. Dyl</u>	Date:	
	Contracts & Procurement		
Approved By:	<u>MF</u>	Date:	<u>3-20-20</u>
	Legal		
Approved By:	<u>Daniel</u>	Date:	<u>3-20-2020</u>
	Finance		
Approved By:	<u>B. Yungo</u>	Date:	<u>3-20-2020</u>
	City Clerk		
Return To:	Contracts & Procurement		
Return To:			

CONTRACT NO. 48541

This agreement is entered into this 20th of March 2020, by and between the City of Topeka, Kansas, a municipal corporation, hereinafter referred to as the City and **United Way of Greater Topeka**, hereinafter referred to as the Contractor.

WITNESSETH:

Whereas, on the 20th day of February 2020, the City did informally solicit proposals, which solicitation is attached hereto as Attachment A (including Legal Advertisement in the Topeka Metro News) and incorporated by reference as if fully set forth herein, for **Bid Event 2076** for the **Department of Neighborhood Relations** of the City of Topeka, and Whereas, after due consideration of said proposals, the City did accept the proposal of Contractor, which proposal is attached hereto as Attachment B and incorporated by reference as if fully set forth herein.

1. PRICE

The Contractor shall perform all work in accordance with the terms, conditions, and specifications as contained in the proposal and solicitation. The agreed price under this Contract is shown on Attachment B. The City will pay the contractor the contract price upon delivery, acceptance, presentation of invoice and compliance with procedures of the Department of Financial Services.

2. TERM OF AGREEMENT

This agreement shall become effective upon the date of signatures by both parties and shall remain in effect through February 28, 2021, or until canceled by either party with thirty (30) days written notice. The agreement may be renewed for four (4) additional one (1) year terms by written agreement of the parties.

3. TIME OF ESSENCE

It is agreed by and between the parties that time and punctuality are essential elements of this contract and that the parties will perform the obligations assumed by them as and when provided by the terms of the proposal.

4. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

5. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the City Manager, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to Contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Contractor.

6. DISCLAIMER OF LIABILITY

Neither the City of Topeka nor any departments or divisions thereof shall hold harmless or indemnify any Contractor.

7. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The Contractor understands and agrees that

the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

8. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

9. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the City of Topeka shall not agree to pay attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

10. REPRESENTATIVE AUTHORITY TO CONTRACT

By signing this contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

11. RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes, which may be imposed or levied upon the subject matter of this contract.

12. INSURANCE

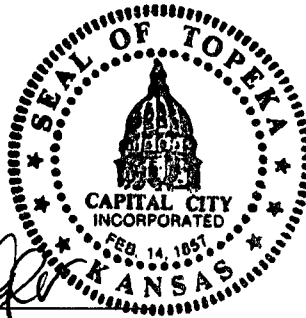
The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 2-476 et seq.), the Vendor or Lessor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.

13. EXECUTION IN COUNTERPARTS

This Agreement may be signed by faxed or electronic signature, which will be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

ATTEST:

Brenda Younger
Brenda Younger, City Clerk



CITY OF TOPEKA, KANSAS

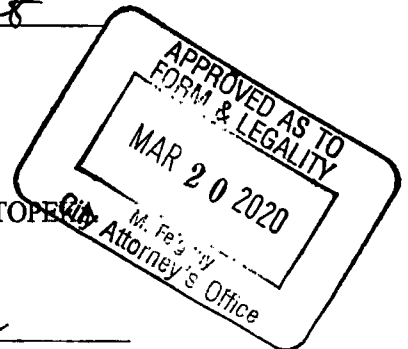
Brent Trout
Brent Trout, City Manager

UNITED WAY OF GREATER TOPEKA

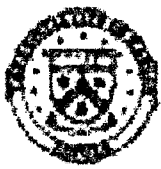
Jonis Lehman
Authorized Agent

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____



ATTACHMENT A



THE CITY OF

TOPEKA

A CAPITAL CITY GOVERNMENT. WORKING FOR YOU

Event # 2076-0

Name: Social Services Grant Program Administration

Reference: Social Services Grant Program Administration

Description: The City of Topeka is seeking to enter into a contractual relationship with a qualifying entity to provide complete administrative oversight of the City's Social Services Grant Program.

Buyer: Ann Decoteau

Status: Pending award

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 02/05/2020 02:01:00 PM

Open: 02/05/2020 02:00:00 PM

Q & A Close: 02/17/2020 02:00:00 PM

Close: 02/20/2020 02:00:00 PM

Dispute Close:

Terms And Conditions

General

Disclaimer

Disclaimer. The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

March 5, 2020

Page 1

1:01:00 PM

Event # 2076-0: Social Services Grant Program Administration

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

Standard Terms and Conditions

Contractor's Statement of Agreement

Contractor's Statement of Agreement

The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:

(A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;

(B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;

(C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

(D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

(E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

2. Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.

3. Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

Company Name _____ Company Address _____

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Event # 2076-0: Social Services Grant Program Administration

Signature and TitleDate

Revised 01-10-01

Contractual Provision Attachment

City of Topeka
Financial Services Department
Purchasing Division (Rev. 03-10)

CONTRACTUAL PROVISIONS ATTACHMENT

1.TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2.AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3.TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4.DISCLAIMER OF LIABILITY

Neither the City of Topeka nor any departments or divisions thereof shall hold harmless or indemnify any Contractor.

5.ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, gender, disability or nationality in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

6.ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

7.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding and language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the City of Topeka shall not be subject to attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8.REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

March 5, 2020

Page 3

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Event # 2076-0: Social Services Grant Program Administration

9. RESPONSIBILITY FOR TAXES

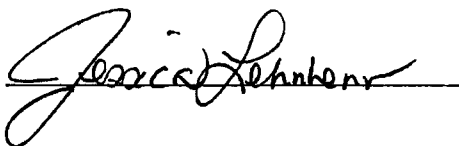
The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR:

AUTHORIZED SIGNATURE:



RFP Terms and Conditions

REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

1. READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY.

Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.

2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions or requests shall be buyer or their designee initiating this RFP. All phone calls shall be directed to the buyer. No communication is to be had with any other City employee while the bidding event is open and until a contract and/or purchase order is awarded/issued. Bidders may have contact with other City employees during negotiations, contract signing or as otherwise specified in the RFP.

3. NEGOTIATED PROCUREMENT: The City reserves the right to negotiate this proposal. Final evaluation and award is made by the Negotiation Committee or their designees, which consists of the following:

Financial Services Director

Contracts & Procurement Director

Director of Requesting Department

4. APPEARANCE BEFORE COMMITTEE: Any, all or no bidders may be required to appear before the Committee to explain their understanding and approach to questions from the Committee concerning the proposal; or, the Committee may award to the low bidder without conducting negotiations. The Committee reserves the right to request additional information from bidders as needed.

Bidders selected to participate in negotiations will be given an opportunity to submit a best and final offer to the Committee. Prior to the specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings before the Committee are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

5. QUESTIONS/ADDENDA: It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the request.

Failure to notify the buyer of any conflicts or ambiguities in this request may result in items being resolved in the best interest of the City. Any and all binding modifications to this request shall be made by Addendum.

6. PRE-PROPOSAL CONFERENCE: All Pre-Proposal Conferences will be scheduled (if so noted) through the meetings section of the City's online bidding portal. Attendance is typically not mandatory, but is strongly encouraged. All questions shall be submitted during the open questions period section of the City's online bidding portal. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided, when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written amendment.

7. COST OF PREPARING PROPOSAL: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract and other costs associated with this request. All responses will become the property of the City of Topeka and are subject to the Kansas Open Records Act subsequent to the signing of a contract, purchase order issuance or rejection of all



Event # 2076-0: Social Services Grant Program Administration

bids/responses.

8.EVALUATION OF PROPOSALS: Award shall be made through qualification based selection in the best interest of the City as determined by the Negotiating Committee. Consideration will focus on, but is not limited to:

- Response format as required by this request;
- Adequacy and completeness of proposal;
- Bidder's understanding of the project/scope of work/services;
- Compliance with the terms and conditions of the request;
- Experience in providing like services;
- Qualified staff;
- Cost Bidders are cautioned not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations.

9.ACCEPTANCE OR REJECTION: The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the request; and unless otherwise specified, to accept any item in a proposal.

10.CONTRACT: The successful bidder will be required to enter into a written contract with the City. The successful bidder agrees to accept the Contractual Provisions Attachment and the Contractor's Statement of Agreement which are incorporated into all City contracts.

11.CONTRACT DOCUMENTS: This request and any amendments and the bidder's response and any amendments shall be incorporated along with the Contractual Provisions Attachment and Contractor's Statement of Agreement into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order shall govern:

- Contractual Provisions Attachment and Contractor's Statement of Agreement;
- Written modifications to the executed contract;
- Written contract signed by the parties;
- This Request including any and all addenda, and;
- Contractor's proposal submitted in response to this Request as finalized.

12.CONTRACT FORMATION: No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful vendor(s).

13.OPEN RECORDS ACT: All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.

14.FEDERAL, STATE AND LOCAL TAXES - GOVERNMENTAL ENTITY: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. The City of Topeka is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

15.SUSPENSION FROM BIDDING: Any vendor who defaults on delivery as defined in this Request may, at the discretion of the Contracts & Procurement Director, be barred from bidding or receiving an award on any subsequent Request for a period of time to be determined by the Director.

16.INSURANCE: The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

17.CASH BASIS AND BUDGET LAWS: All contracts entered into by the City of Topeka are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the City's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and the City reserves the right to cancel any contract until the first date of the subsequent fiscal year.

GENERAL PROVISIONS

1.TERM OF CONTRACT

2.INSPECTION: The City reserves the right to reject, on arrival at destination, any items that do not conform to the specifications of this request.

3.TERMINATION FOR CAUSE: The Contracts & Procurement Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- The Contractor fails to make delivery of goods or services as specified in this contract; or
- The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Contracts & Procurement Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as City may authorize in writing), the Contracts & Procurement Director shall issue the Contractor an order to stop work immediately. Receipt



Event # 2076-0: Social Services Grant Program Administration

of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

4. **TERMINATION FOR CONVENIENCE:** The Contracts & Procurement may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Contracts & Procurement shall determine that the termination is in the best interest of the City. In the event that the Contracts & Procurement Director elects to terminate this contract pursuant to this provision, It shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5. **NOTICES:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Contracts & Procurement Director

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

or to any other persons or addresses as may be designated by notice from one party to the other.

6. **RIGHTS AND REMEDIES:** If this contract is terminated, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to date of termination.

Subject to proof of market price, the measure of damages for non-delivery or repudiation by the Contractor shall be the difference between the market price at the time when the City learned of the breach and contract price together with any incidental and consequential damages less expenses saved in consequence of the Contractor's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of the City. In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of matching funds.

The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **FORCE MAJEURE:** The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to Acts of Terrorism as defined under 6 CFR Part 25, freight embargoes, acts of nature, fires, quarantine and strikes other than by Contractor's employees.

8. **WAIVER:** Waiver of any breach of the provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.

9. **OWNERSHIP:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

10. **INDEPENDENT CONTRACTOR:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

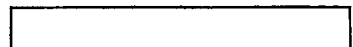
The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

11. **STAFF QUALIFICATIONS:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

12. **CONFLICT OF INTEREST:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional person who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least one year after his/her termination of employment with the City.

13. **CONFIDENTIALITY:** The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form, it is maintained by the contractor. Upon the termination or expiration of this contract,



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contractor will not use any such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.

14.REVIEWS AND HEARINGS: The Contractor agrees to advise the Contracts & Procurement Director of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Contracts & Procurement Director. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

15.NONDISCRIMINATION AND WORKPLACE SAFETY: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

16.ENVIRONMENTAL PROTECTION: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

17.HOLD HARMLESS: The Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract. The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

18.CARE OF CITY PROPERTY: The Contractor shall be responsible for the proper care and custody of any city-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.

19.PROHIBITION OF GRATUITIES: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

20.RETENTION OF RECORDS: Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of the contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using department; independent auditors acting on behalf of the City and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the City.

21.FEDERAL, STATE AND LOCAL TAXES: The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

22.ANTITRUST: The Contractor assigns to the City all of its rights to and interests in any causes of action it has or may acquire under the antitrust laws of the United States and the State of Kansas relating to the particular product or services purchased or acquired by the City pursuant to this contract.

23.MODIFICATION: This contract shall be modified only by written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

24.ASSIGNMENT: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City which consent shall not be unreasonably withheld or delayed.

This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the City.

25.THIRD PARTY BENEFICIARIES: This contract shall be construed as providing an enforceable right to any third party.

26.CAPTIONS: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

27.SEVERABILITY: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

28.GOVERNING LAW: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

29.JURISDICTION: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.

30.MANDATORY PROVISIONS: The provisions found in the Contractual Provisions Attachment, which is attached, are incorporated by reference and made a part of this contract.

31.INTEGRATION: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject



Event # 2076-0: Social Services Grant Program Administration

matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

32.VOLUME REPORTING: The City may request that Contractor submit upon request all acquisitions made by the City from this contract. At a minimum the report should state the department name, quantity, description and amount.

33.CRIMINAL OR CIVIL OFFENSE OF AN INDIVIDUAL OR ENTITY THAT CONTROLS A COMPANY OR ORGANIZATION OR WILL PERFORM WORK UNDER THIS CONTRACT: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a City contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1)Transmittal letter which includes the following statements:

(a)That the vendor is the prime contractor and identifying all subcontractors

(b)That the vendor is a corporation or other legal entity

(c)That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d)That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e)That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f)That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g)That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h)Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i)Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j)That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a)Date established

(b)Ownership (public, partnership, subsidiary, etc.)

(c)Number of personnel, full and part time, assigned to this project by function and job title

(d)Data processing resources and the extent they are dedicated to other matters

(e)Location of the project within the vendor's organization

(f)Relationship of the project and other lines of business and

(g)Organizational chart



Event # 2076-0: Social Services Grant Program Administration

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Insurance Requirements Page

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation Insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

Products & Completed Operations Coverage Aggregate \$2,000,000

Property Damage per occurrence \$100,000

Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

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

Attachments

Event # 2076-0: Social Services Grant Program Administration

Attachment

Event 2076 Social Services Grant Program Administration RFP Scope of Work.pdf

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES

Line Details

Line 1: RFP Social Services Grant Program Administration

Description: The City of Topeka is seeking to enter into a contractual relationship with a qualifying entity to provide complete administrative oversight of the City's Social Services Grant Program. Enter 1.00 in unit price and quantity, and use SUBMIT to submit your technical proposal and pricing proposal.

Item: OUTSOURCING SOCIAL SERVICES RFP Social Services Program

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 01/31/2021

Require Response: No

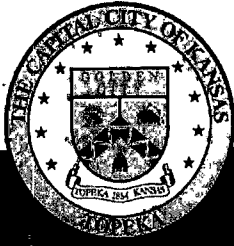
Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	7007171105	53400	100.000%



CITY OF TOPEKA

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

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

Social Service Grant Program Administration Event 2076

Scope of Services

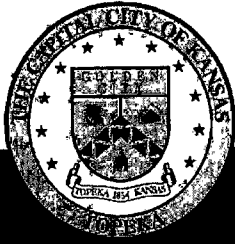
The City of Topeka is seeking to enter into a contractual relationship with a qualifying entity to provide complete administrative oversight of the City's Social Services Grant Program. Administration of this program shall include the following:

1. Provision of a grant process overview workshop to train organizations on the application process, and all of the requirements for the application(s);
2. Issuance of a Request for Proposal (RFP) for applications, including all of the required documents to be submitted;
3. Provide a system to receive applications and the required documents;
4. Review applications for eligibility;
5. Score applications according to the City's established scoring criteria;
6. Participate in an appeal process with the City Council's Social Services Grant Committee;
7. Notify successful applications of Social Services Grant Awards;
8. Collect and verify the accuracy of quarterly and annual report;
9. Provide the City's Department of Neighborhood Relations an invoice or statement of reimbursements to agencies;
10. The statement of reimbursements will service as verification to the City that the agencies have submitted required invoices and reports for the quarter;
11. Work in coordination with City staff to develop a system for reporting annually to the City on the previous year's funded programs; and
12. Provide an annual, audited statement of grant funding provided by the City and any other record(s) related to the Social Services Grant program as requested by the City. This includes a visit by City Staff to monitor and ensuring all requirements for the program are being met.

The monitoring of completed outputs and outcomes, both quarterly and annually, and the demographic reports are to be done by the contracted vendor to approve requests for reimbursement by the grant awarded entities. The creation of the Purchase Order(s) will be done upon making the awards.

More information pertaining to the Department of Neighborhood Relations and the Social Service Grant Administration RFP can be found at: <https://www.topeka.org/neighborhoodrelations/housing-services/social-services/>.

Interested parties shall submit a technical proposal and a pricing proposal via the City's online e-Procurement Portal. Interested parties must register in order to submit a proposal at: <https://cotprod-lm01.cloud.infor.com/lmscm/SourcingSupplier/controller.servlet?dataarea=lmscm&context.session.key.SupplierGroup=COT>.



CITY OF **TOPEKA**

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

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

Pricing shall be a fixed fee, lump sum, not to exceed amount for one contract year.

The City hopes to have a contract established before the end of March 2020. Contract may be renewed under the same terms, conditions, and pricing for up to four (4) additional one (1) year periods by written agreement of the parties.

Social Services Grant applications must be available on the contractor's website and will also be available on the City's website.

Qualified parties will have five (5) or more years of experience in grant administration and management, and have experience in and an understanding of outputs and outcomes based grant writing and administration.

ATTACHMENT B



United Way
of Greater Topeka

February 10, 2020

City of Topeka
Division of Contracts & Procurement
215 SE 7th St
Topeka, KS 66603

To Whom it May Concern,

Enclosed is United Way of Greater Topeka's response to the City of Topeka's Request for Proposal, event number 2076, issued on February 5, 2020 for Social Service Grant Administration.

As requested, the following special provisions have/will be met by UWGT.

- UWGT will be the prime contractor for the grant administration. No subcontractors will be used.
- UWGT is a 501(c)(3).
- No attempt has been made or will be made to induce any other person or firm to submit or not submit a proposal.
- UWGT does not discriminate in employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin or disability.
- UWGT has no interest, direct or indirect, which would conflict with the performance of services under this contract and will not employ, in the performance of this contract, any person having a conflict.
- The person signing the proposal is UWGT's CEO/President, who is authorized to make decisions as to pricing quoted and has not participated in any action contrary to the above statements.
- UWGT will not be associated with any parent, affiliate or subsidiary organization in supplying any of the Social Service Grant Administration.
- UWGT agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in this request, contract or modification shall be accompanied by reduction in City payments to contractor.
- UWGT has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees.

We understand the issuance, funding determinations, and ongoing management of grantees is a complex process and of great importance. We would love the opportunity to work with the City of Topeka in providing this important service to our community.

I truly appreciate your time and consideration of this technical proposal. I am happy to answer any further questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jessica Lehnerr".

Jessica Lehnerr
CEO/President

GIVE. ADVOCATE. VOLUNTEER.

LIVE UNITED™

United Way of Greater Topeka
1527 SW Fairlawn Road
Topeka, Kansas 66604
785.228.5112

UNITED WAY OF GREATER TOPEKA

TECHNICAL PROPOSAL FOR SOCIAL SERVICE GRANT PROGRAM ADMINISTRATION

EXECUTIVE SUMMARY

United Way of Greater Topeka is pleased to submit this technical proposal for services to support the City of Topeka's Social Services Grant Program. UWGT has a long history of offering and managing social service grants in Shawnee, Jackson, and Jefferson Counties. UWGT has issued over 80 RFP's since 2012, facilitated more than 80 investment panels to determine allocation of grant dollars, and monitored and gathered hundreds of quarterly and annual reports to monitor grantee progress, problem-solve and ensure fiscal accuracy. Through our competitive grant process, UWGT has invested \$12,829,113 donor and grant dollars into the community since 2012. We have a proven, trusted grant process that engages the community in funding needed social programs and provides sound financial and outcome monitoring.

Vendor Qualifications

For more than 90 years, UWGT has brought together people, companies and nonprofits to create positive sustainable change. We collaborate to solve issues no single donor, charity or government agency can handle alone. Our focus is to create a more vital, stable and livable community. UWGT is a local, autonomous, non-profit organization governed by a local volunteer board of directors. UWGT is a 501 (c) (3).

Through the years, the community's needs have evolved and so has our work. Based on community input, we focus on high-impact areas where donor dollars can make the biggest difference and demonstrate measurable results. Investment decisions are made by volunteers from the community through a competitive grant process. Volunteer-led grant review committees meet to review submitted proposals aimed at achieving our identified community impact goals. Proposals showing the greatest ability to meet the goals and have identified outcomes and plans to measure effectiveness are awarded

grants. United Way staff and board members have no influence over which proposals receive funding. Since moving to this investment model and grant process in 2012, UWGT has invested more than \$12 million back into the community through more than 80 investment panels.

UWGT's grant process is well regarded throughout the community by both funded and nonfunded agencies. UWGT is often asked to provide guidance and training for other nonprofits wanting to issue RFPs and trainings about how to write effective proposals. Our investment panel volunteers leave feeling positive about their experiences and the decisions that are made, even when those decisions are difficult.

The administration of the City of Topeka's Social Services grant program will be assigned to six individuals within our organization. Resumés for all involved staff are presented in **Appendix A**. The CEO, Jessica Lehnherr will oversee the grant program in its entirety. The Vice President of Community Impact, Brett Martin, will provide direct supervision of staff performing various duties and will be the neutral facilitator for the funding recommendation panels. Director of Community Impact Juliet McDiffett will assist in training the partner organizations on the grant application process, be the point of contact for applicant questions, review all quarterly reports, create reports for the City of Topeka for each program, and assist with investment panels. Senior Director of Applications Joyce Katzer will build the RFP's in the grant management system, e-CImpact, and provide overall guidance and support for any needs within the system. Director of Volunteer Engagement Jessica Barraclough will recruit, screen and train all volunteers who are a part of the scoring and funding recommendation panel. Administrative Assistant, Nancy Muller will schedule all meetings, provide necessary invoices to the City of Topeka and assist the Director of Community Impact in preparing quarterly reports. **Appendix B** is the UWGT organization chart.

UWGT utilizes the same grant management system, e-CImpact, as the City of Topeka. Two members of the project team have extensive experience with e-CImpact, using it in their daily UWGT job duties, and Joyce Katzer also has extensive formal training in e-CImpact. Joyce also has extensive experience building RFP's, quarterly reports and problem-solving issues that may arise with applicants in applying for grants or

submitting quarterly reports. Our current e-CImpact system has the capacity to manage all City of Topeka grant applicants and keep them separate from UWGT partner agencies.

All services will be performed at the United Way of Greater Topeka office, 1527 SW Fairlawn Rd Topeka, KS 66604.

Technical Background

UWGT's proven grant-making process will bring consistency, trust and efficiencies to everyone in the community. UWGT will address the following needs by administration of the Social Service Grants.

- Need #1: Serve as a trusted vendor that will ensure the City of Topeka's social services grant dollars are invested in proven and trusted nonprofit organizations and that those grant dollars are deployed as intended.
- Need #2: Provide continuity for grant applicants who have applied for City funding for several years using e-CImpact.
- Need #3: Reduce the City of Topeka's workload for employees that allows them to focus their time on other important needs.
- Need #4: Improve community's perception of and confidence in the current social services grant process.

Technical Approach

The following technical approach outlines our approach to three facets of the job being bid: (1) administering the grant proposal process, (2) scoring & funding recommendation process for the City of Topeka's Social Service Funds and (3) ongoing management of grantees.

Objective #1: Implement the UWGT Request for Proposal (RFP) process.

UWGT will use the same competitive process for the City Social Service Grants as we do for our own grants.

- Task #1: Build RFP in e-CImpact (grant database system)

- Task #2: Issue RFP for applications.
- Task #3: Train organizations on the application process and all requirements of the application. **Appendix C** is an example of the proposed training agenda.
- Task #4: Open grant application through e-CImpact for applicants to apply.
- Task #5: Review applications for required documents.

Objective #2: Utilize UWGT Investment Panel Process.

UWGT has facilitated more than 80 investment panels to determine grant funding in the areas of Basic Needs, Early Education, On-Grade Achievement, Financial Stability and Health. UWGT provides comprehensive training to community volunteers on how to review and score each application, in addition to clarifying the expectations for panel procedures. **UWGT's process for the City of Topeka Social Service Grants will be amended to use the City's existing scoring system and criteria.** During the panel process, volunteers are led through a highly structured facilitated process where each volunteer is asked to share positives and negatives of each application. Volunteers are then given the combined scores of each applicant based on their evaluations completed in e-CImpact. Using a proven consensus building tool, the volunteers determine the allocation of funds for each grant. **Appendix D** describes the process for five-finger consensus.

- Task #1 Recruit volunteer panelists who will make scoring and funding recommendations. **Appendix E** contains the proposed requirements for volunteer panelists for the City of Topeka's Social Service Grants.
- Task #2 Train volunteers on the scoring and funding recommendation process. **Appendix F** is an example of the volunteer investment training agenda. **Appendix G** is an example of UWGT's volunteer handbook that can be adopted for the City of Topeka's needs. All volunteers are required to sign confidentiality agreements and conflict of interest documents before being allowed to review proposals.
- Task #3 Open e-CImpact for volunteers to start reviewing applications.
- Task #4 Facilitate investment panel for Emergency Assistant applicants.
- Task #5 Facilitate investment panel for Preventive/Counseling applicants.

- Task #6 Notify the City of Topeka's dedicated staff person of the scoring and funding recommendations.
- Task #7 Attend the appeal process with the City Council's Social Services Grant Committee.
- Task #8 Notify applicants of grant decisions.

Objective #3: Oversee Grantees.

UWGT will work with the City of Topeka to determine the information they wish to review on a quarterly and annual basis. **Appendix H** is the type of information that could be provided on a quarterly basis for each grantee. **Appendix I** is another example of information that could be reported quarterly or annually.

- Task #1 Open e-CImpact for quarterly grant reports.
- Task #2 Review quarterly reports for missing information and contact agencies if additional information is required or reports are missing.
- Task #3 Prepare quarterly reports for City of Topeka.
- Task #4 Invoice the City of Topeka for payment to grantees.
- Task #5 At end of year, compile all quarterly reports for a year-end report to the City of Topeka.
- Task #6 Arrange for year-end audit with the City of Topeka.

Proposed Timeline

Description	Start Date	End Date
Build RFP	Early March	Mid-April
Press Release	Mid-April	
Agency Training/RFP Release	Early May	
Recruit Volunteer for Panels	Early May	Early July
Proposals Due	Early June	
Internal Reviews of Submitted Proposals	Late June	Early June
Train Volunteers for Panels	Early July	Early July
e-CImpact open to Panel Volunteers	Mid July	Early/Mid-August
Panels	Late August	Early September

Denial/Approval emails to Agencies	Early October	
Contacts developed/signed	October-December	
Grant Begins	January	
Quarterly Reports	April 1/July 1/Oct. 1	April 15/July 15/Oct. 15
Reports due to City	Once report is submitted	Mid-May/Mid-Aug/Mid-Nov.
End of Year Report	January 1	January 15
EOY Report to City	Once report is submitted	Mid-Late January

Anticipated Benefits

United Way would bring experienced staff, proven procedures and ongoing relationships with the local nonprofit community to the City Social Service Grant program. We can absorb this work immediately, without extensive training and provide a seamless transition for grant applicants. We use the same grant management system as the City, so applicants will not have to learn a new one. Many of the current City grantees are also United Way grantees and are familiar with our investment and reporting processes.

Our investment panels use trained volunteers to arrive at consensus for funding decisions, giving more assurance to the community that those decisions are unbiased and based on proven programs. City of Topeka residents will be making the decisions and will have equal opportunity to participate in the decision-making process.

Reporting for these grantees is on a different fiscal schedule than UWGT's, allowing our staff the time needed to efficiently and effectively prepare quarterly and annual reports.

APPENDIX A

JESSICA LEHNHERR, MSW, LSCSW
4424 SW Legacy Ln, Topeka, KS 66610
(785) 249-3938
Jessicalehnherr@yahoo.com

PROFESSIONAL HIGHLIGHTS

- Over 15 years of management experience emphasizing a collaborative yet decisive style.
 - Increased staff productivity to better meet the needs of clients while generating additional revenue.
 - Managed annual budget and lead team to exceed organizational goals.
 - Organized training events to promote team cohesion and staff/volunteer morale.
 - Successfully wrote proposals and developed new programs to better meet consumer needs and agency needs.
-

PROFESSIONAL EXPERIENCE

United Way of Greater Topeka
CEO/President

August 2017 – Present

- Provide management and administrative functions to ensure efficient operations and financial management of the agency.

CASA of Shawnee County
Executive Director

April 2015-July 2017

- Provide management and administrative functions to ensure efficient operations and financial management of the agency.
- Board of Directors management including meeting coordination, recruitment, education, and reporting.
- Perform fundraising functions to generate revenue, including annual fundraising events, development of direct-mail appeals, grant writing and reporting, and donor cultivation and retention.
- Supervise and provide support to a staff of nine.

Family Service & Guidance Center
Community Based Services Team Leader

December 2008-April 2015

- Supervised a staff of thirteen, involving training, work flow, conflict resolution, and reviewing processes within the department.
- Provided oversight of HCBS Waiver services for the purpose of assessing needs and delivering services.
- Completed clinical documentation (SED Home and Community Based Service waiver evaluations, admission assessments, progress reviews, and outcome measures).
- Ensured appropriate procedures, documentation, and service delivery is appropriate and within standards set by funding sources and the Center's Quality Improvement standards.

APPENDIX A

- Provided clinical and outcome measurement trainings for staff.
- Worked collaboratively with community partners to ensure client needs are met.

St. Francis Community Services

August 2008-November 2008

Family Preservation, In-Home Therapist

- Provided in-home therapy and family services.
- Assisted families in establishing a support network by utilizing family, kinship, and community resources.
- Provided 24/7 crisis intervention for referred families.

KVC Behavioral Healthcare

July 2005-July 2008

Permanency Supervisor

- Monitored the overall case management services for children and families.
- Ensured implementation of program service plans and carrying out the goals and objectives of the permanency department.
- Supervised permanency and support staff, assessed work assignments and monitored completion of assignments.
- Ensured services were in compliance with all regulatory standards and contract terms.

Clinical Specialist Supervisor

- Supervised clinical specialist in several counties.
- Reviewed staff's assessments to check for accuracy, thoroughness, and quality work.

Education

B.A. Degree in Psychology May 2002
Washburn University, Topeka, KS

MSW May 2005
Washburn University, Topeka, KS

Licensed Clinical Social Worker
Obtained 2012

APPENDIX A

Brett J. Martin

1435 SW Boswell Ave. 785.249.9468 brettj.martin@gmail.com

Executive leader with experience in community engagement, strategy development, and grant management in three-county area with skills in effective facilitation and communication, collective impact, and collaboration

Executive Leadership • Operations Management • Community Engagement • Strategic Planning
Collaboration • Facilitation • Budgets • Grant Management • Team Leadership

Qualifications:

- Master's degree
- 4 years of executive leadership experience
- Mult-level strategy development
- Organizational and community facilitation experience

United Way of Greater Topeka, Topeka, KS

January 2016 - present

Vice President of Community Impact

- Oversee the administration of more than \$4 million in grants across three counties
- Manage a team of staff and volunteers to develop community level strategies to achieve social change
- Lead cross-sector partner organizations to achieve collective impact in the community
- Develop budgets to achieve community impact and maintain fiscal responsibility
- Serve on community-wide networks addressing broad and diverse social, health, and economic issues

NesbettTucker, Inc, Topeka, KS

October 2014 – December 2015

Director of Operations

- Oversaw operations for executive transportation service and online catalog store
- Provided attentive and professional customer service to clients
- Marketed new products to a diverse customer base through web-based platform
- Established aggressive product listing goals and work diligently to surpass them

Cair Paravel Latin School, Topeka, KS

August 2003 – May 2014

Latin Teacher

- Designed and implemented a Latin curriculum for grades K-12 in a classical liberal arts school
- Led and organized student tours both domestic and international
- Developed and managed budgets of over \$10K for interactive, nationwide education-based school tours
- Provided leadership to various departments and participated in institutional strategic planning

APPENDIX A

Hayden High School, Topeka, KS

April 2005 – May 2006

Latin Teacher

- Taught Latin Levels I-II to high school students
- Served as member of the school's foreign language department
-

Education

Master of Education, Teacher Licensure, Secondary English, 2002

Milligan College, Milligan, TN

Master of Divinity, Church History and Historical Theology concentration, 2002

Emmanuel Christian Seminary, Johnson City, TN

Bachelor of Arts, English and Classical Antiquity, 1998

University of Kansas, Lawrence, KS

APPENDIX A

Juliet McDiffett

3600 SE Colorado Ave * Topeka, KS 66605 * 785-817-4295 * julietmcdiffett@gmail.com

Qualifications

United Way of Greater Topeka 04/16-Present

Director of Community Impact

- Oversees and manages all related grants including budget, outcomes, and reporting;
- Complete monthly invoices for all impact grants, review, budget modification, etc.;
- Provide support and technical assistance to community partners to navigate the grant process;
- Works together with the Senior Director of Applications to collect data, generate reports and information about all UW impact initiatives, outcomes and activities;
- Reviews, develops, and/or recommends policy and procedure changes in existing invested programs and/or initiatives in light of changing conditions and in concert with community volunteers and staff input;
- Create processes and documents that support the executing of the contracts, e.g. reporting template and time line;
- Prepare contracts, Memorandums of Understanding (MOUs) related to each grant;
- Supports facilitation of investment panels and annual program reviews;
- Works together with Community Impact team to identify community development needs and activities around all impact areas;
- Utilizes, maintains, and updates UW databases as assigned;

Prairie Band Potawatomi Early Childhood Education Center 10/12-08/15

Child Care Specialist

- Supervisor of 5 employees
- Enrollment of children into the Child Care Center
- Maintain payments and deposits for Child Care Services on a weekly basis Interact with parents and community members daily
- Responsible for completing the CCDF (Child Care Development Fund) Grant & CACFP (Child Care & Adult Food Program) and implement and maintain it

Prairie Band Potawatomi Early Childhood Education Center 8/01-10/12

Administrative Assistant

- Design and implement most forms and documents utilized at the Child Care/Head Start Center
- Maintain confidential documentation for the Head Start and Child Care Family Information Assist the Director with the production of the center budgets on a yearly basis
- Knowledge in applying for federal grants funding and reporting of funds used

Education

- Graduated from Holton High School in 1999
- Graduated from Highland Community College in May 2011 with an Associate of Arts Degree
- Graduated from Friends University in June 2014 with a Bachelor of Science in Organizational Management and Leadership of Business

APPENDIX A

Joyce Katzer

Summary

My goal is to seek employment with an organization that can benefit from my experience in fundraising management with emphasis in accounting and database management. I am a highly motivated and dedicated employee possessing excellent organizational, analytical and communications skills, working well in both team and self-directed environments with a solid foundation in advancement and fundraising services and related technology specialties: Blackbaud's Raiser's Edge, Financial Edge and Researcher's Edge Fundraising Software, Apteral Field Management and Accounting Software, Intuit Accounting Software, Andar 360CRM, Galaxy Digital Volunteer Management,, and e-C Impact Grant Management.

Experience

United Way of Greater Topeka

Senior Director of Applications

June 2017- Present

- Database and information management using vendor developed applications including constituent relationship management (Andar 360), fund accounting (Abila MIP), grant management (e-C Impact), volunteer management (Galaxy Digital) and Office 365
- Data analysis and reporting
- Office 365 Administration
- Planning, project management, policy and procedure
- Strategic planning and budgeting
- Training

Executive Assistant to Chief Executive Officer

September 2015- June 2017

A&H Air Conditioning, Heating, and Plumbing

Office Manager

August 2010- August 2014

- Accounting
- Marketing
- Payroll and database management

Baker University

Assistant Director for Advancement Services

July 2005 – June 2009

- Database and information management, gift management, prospect management
- Served as liaison between University Advancement and the Business Office and the Office of Computer Services
- Developed policies and procedures for accurate and efficient database management
- Managed all social media accounts
- Project lead in data conversion from Raiser's Edge to a new software Cornerstone/Donor 2.

Education

Montana State University- Northern- Accounting and Business/Management (1990-1992)
Kansas State University 1989-1990

APPENDIX A

Jessica H. Neumann Barraclough

PROFESSIONAL APPOINTMENTS

Director, Office of Student Involvement & Development, July 2011 – December 2019

Washburn University, Topeka, KS

- Develop a collaborative team environment and supervision of two professional staff, student intern, and student directors
- Manage and advocate an office budget of \$44,600
- Implement campus onboarding of Campus Labs – Engage platform (Including a service component)
- Support organization registration and organization management of 130 student organizations
- Engage and support student organization advisor development
- Develop donor relationships to support student engagement
- Advise student organizations on risk management, contract review, and event planning
- Manage and facilitate University Ally – Safe Zone program, 2009-2018

Assistant Director, Office of Student Involvement & Development, June 2007 – July 2011

Washburn University, Topeka, KS

- Facilitated community development of fraternity and sorority community resulting in an increase of membership from 125 to 407 at 325% increase
- Supported all Student Involvement & Development Programming
- Built partnerships within and outside of the Student Life area.

PROGRAM MANAGEMENT & ADVISING EXPERIENCE

Washburn University, Topeka, KS

Community Impact Director – 2012-December 2019

- Development of High Impact Community Engagement Practices (HICEP) o Engage and develop partnerships with 40+ community partners
- Advise Washburn Big Event – 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 o Support student director and program board of 6 students

Fraternity & Sorority Life – 2007-2011; 2015-2018

- Advise of President's Council, Panhellenic Council, Interfraternity Council, Greek Council, and Order of Omega
- Strengthen relationships with general chapter advisors and implementation Greek Advisory Board
- Develop and facilitate membership education in the areas of scholarship, service learning, and leadership development to increase the participation and retention of membership
- Conduct assessment and data benchmarking in academics, membership and retention
- Train and develop sorority recruitment counselors and fraternity recruitment ambassadors
- Collaborate with Leadership Institute to create Greek Leadership Transformational Experience

Washburn Student Government Association – 2011-Present

- Develop Washburn Student Government Association staff of 9 executive staff
- Advise Washburn Student Government Association with a budget of \$500,000
- Support Washburn Lecture Series – bringing the following Rain Wilson, Ally Raisman, Daymond John, etc.
- Review student led policy implementation and advocacy

APPENDIX A

- Implement University wide programs – University Planner & Student Handbook, Family Day Homecoming, Community Save program.

Campus Activities Board 2011-2015; 2018-Present

EDUCATION

Master of Science – Higher Education Administration, May 2008

North Dakota State University, Fargo, ND

- GPA – 3.9

Bachelor of Arts – Psychology, May 2005

Bachelor of Science – General Biology, May 2004

University of Wisconsin Whitewater, Whitewater, Wisconsin

APPENDIX A

NANCY J. MULLER

785-249-2311 ▪ nancjmuller@gmail.com

SUMMARY OF QUALIFICATIONS

- ◆ Organized professional dedicated to quality and service
- ◆ Efficient time management skills with exceptional ability to adapt to change and meet company objectives
- ◆ Ability to troubleshoot and satisfactorily resolve customer inquiries and complaints
- ◆ Proven ability to provide excellent customer service
- ◆ Over 30 years of banking experience, including:

➤ *Human Resources*

Hiring, supervising, coaching, team dynamics, counseling, terminations, ADP and UltiPro functions

➤ *Training*

New employee orientation, staff cross-training, staff security training

EXPERIENCE

Administrative Assistant

United Way of Greater Topeka 9/2017 – Present

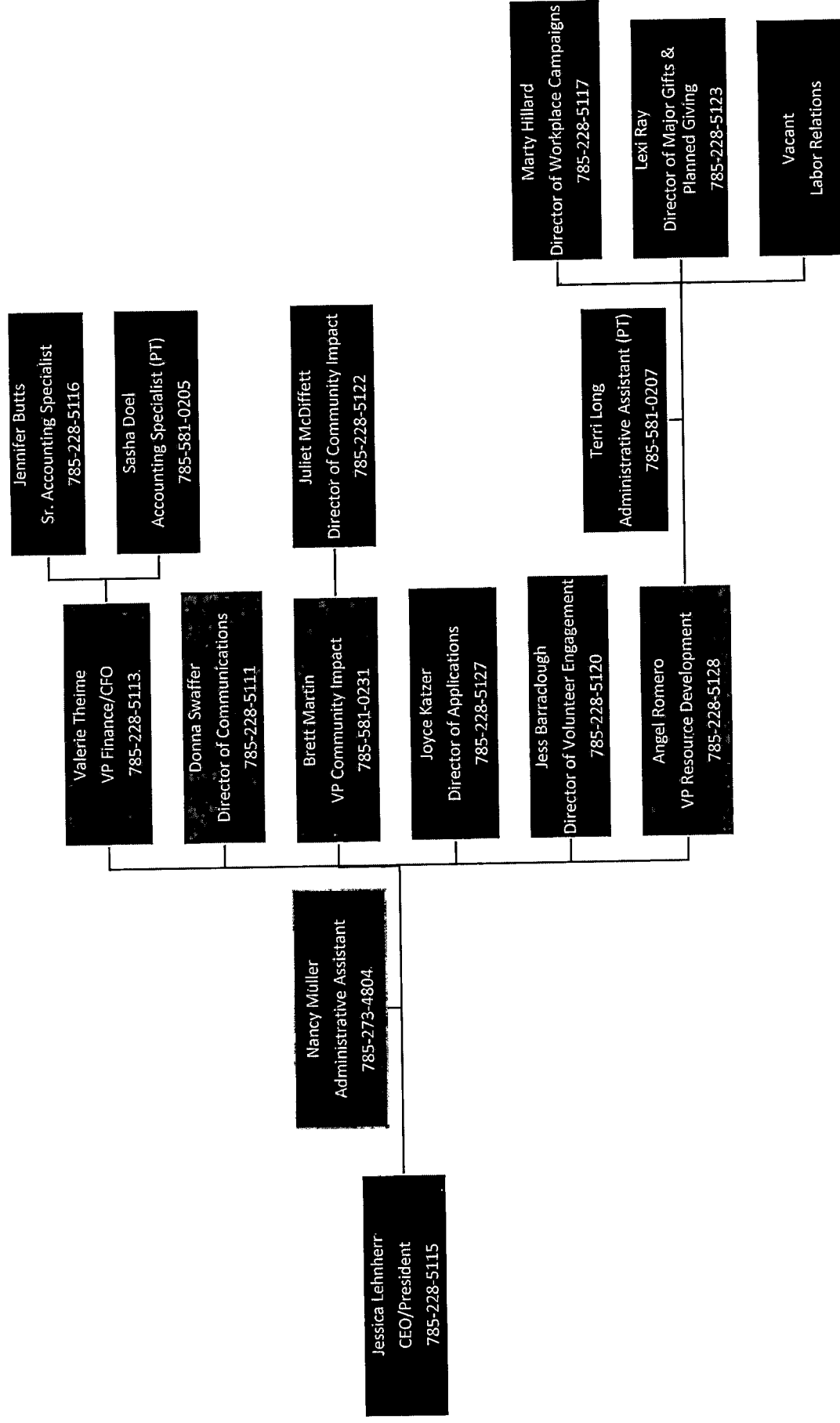
Vice President Branch Manager 03/2000 - 07/2017

Capitol Federal Bank, Topeka, KS

- ◆ Responsible for directing and administering operations of single branch (2000-2013, 2016-2017) and dual branches (2013-2016)
- ◆ Ensured established policies and procedures were followed by staff
- ◆ Oversaw provision of full range of services to customers and prospective customers; ensured customers were promptly and professionally served; provided details and explained options to customers regarding their financial needs
- ◆ Ensured all branch transactions were balanced at the close of each day
- ◆ Oversaw the individual accountability for the handling of cash and assisted in resolving balancing problems
- ◆ Interviewed, hired and trained over 30 branch staff at all levels of employment within the branch
- ◆ Supported and supervised branches with as many as 12 staff
- ◆ Prepared end of month management reports apprising executive management of branch activity
- ◆ Monitored and researched industry trends in lending and deposit operations to assure the bank products, services and processes remained competitive
- ◆ Created branch work schedule for 10 staff, part-time and full-time
- ◆ Acted as Mortgage Loan Officer originating and closing first mortgages
- ◆ Acted as Consumer Loan Underwriter approving loans within established policies and limits
- ◆ Served as Security Officer conducting required security meetings ensuring staff compliance with banking regulations; overseeing opening and closing of branches according to security procedures; managing building expenses and implementing cost-saving measures whenever possible
- ◆ Mentored two Capitol Federal employees on professional development and personal growth (2012-2016)
- ◆ Nominated for and completed *Capitol Federal's Leadership Program*, based on exceptional performance as noted by

Appendix B

Staff Organizational Structure



Appendix B

Staff Organizational Structure

CEO/President- Oversees the day to day operations of United Way of Greater Topeka. With emphasis on increasing resource development by implementing diversified revenue plan that facilitates a community impact model to make a difference in our community.

Administrative Assistance- Serves as the CEO's administrative assistance, provides as needed assistance to executive level staff, covers the front desk and main phone line.

Sr Director of Applications- Manages all applications including donor data management software, volunteer engagement software, and grant management software.

Director of Communications- Manages all communications for print and media.

Director of Volunteer Engagement- Lead's United Way's volunteer engagement strategies, programs and partnerships, promotes and executes volunteer and leadership programs for individuals and corporations that effectively support United Way's mission and community impact goals.

Chief Financial Officer- Maintains the financial integrity of the organization by directing the performance of finance and payroll Functions. Supervises two direct reports; 1 full time and 1 part time position.

Senior Accounting Specialist- Responsible for accounts payable, accounts receivable, campaign processing and grant processing.

Accounting Specialist (Part time)- Responsible for assistance in accounts payable and campaign processing.

Vice President of Community Impact- Leads the strategic investment of United Way's financial and non-financial resources to create the greatest possible impact in helping improve outcomes for individual and families and achieving community level change, includes directing UW's short and long-term community impact efforts. Oversees and guides the development of all invested strategies relative to education, financial stability, health and basic needs. Supervises two direct reports.

Sr. Director of Community Impact- Oversees and facilitates community impact councils, lead/facilitate investment panels, lead/facilitate advocacy committee and efforts. In addition, serves as the lead for multiple community efforts, such as the Shawnee County Campaign for Grade Level Reading and Heartland Healthy Neighborhoods.

Appendix B

Staff Organizational Structure

Director of Community Impact- Oversees and manages all related grants including budget, outcomes, and reporting; generates reports and information about all UW impact initiatives, outcomes, and activities, assists in the investment process and supports facilitation of investment panels and annual program reviews.

Vice President of Resource Development- Oversee the development and implementation of strategic resource development plan that draws resources from multiple sources in public and private sectors; lead and build United Way's capacity to diversify and expand funding sources. Supervises 2 full time staff and 1 part time staff.

Director of Workplace Campaigns- Plans, develops, and carries out successful annual workplace campaigns to generate revenue for investment into the community through UWGT impact models and basic needs. Serves as the advisor to the Young Leaders Society affinity group.

Director of Planned Giving- Serves as manager for implementing the diversified revenue plan specifically as it applies to Major Gifts, Grants, and Planned Giving. Develop/maintain relations with key stakeholders and donors. Serves as advisor to the Women United affinity group.

Administrative Assistant- Serves as the administrative assistant to the Resource Development team.

APPENDIX C



United Way
of Greater Topeka

RFP Information Meeting

May 1, 2020
9 a.m. - 10 a.m.

AGENDA

Time	Agenda Topic
9:00	Welcome/Introductions
9:05	Social Service Grant Opportunities
9:115	Investment Process Explanation
9:25	Submission Tips
9:40	Required Documents to be submitted
9:45	e-CImpact
9:55	Questions and Answers
10:00	Adjourn



Coffee compliments of PT's Coffee Co., 7215 SW Topeka, Blvd., Topeka

Five-Finger Consensus

Five-finger consensus is used because it encourages the group to listen carefully when there is disagreement, and it encourages listening carefully twice, if necessary. And the technique doesn't allow a solution to be watered down because a few disagree.

Here is how five-finger consensus works: Once an alternative is proposed and discussed and the group is ready to check for agreement, the meeting leader explains that on the count of three, each person should hold up between one and five fingers indicating the level of support for the recommendation on the table.



5 – Strongly agree.



4 – Agree.



3 – Can see pluses and minuses, but willing to go along with the group.



2 – Disagree.



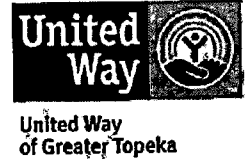
1 – Strongly disagree, and can't support the recommendation.

In the first round, if everyone shows a five, four, or three, consensus has been reached, and you should move ahead. If there are any ones or twos, those who indicate such are given the opportunity to explain why they gave the rating and make recommendations to change the alternative in order to make it acceptable to them. Those in favor of the recommendation, have the opportunity to discuss the options. The originator of the alternative has the option to make changes or leave the option as it is and explains the decision to the rest of the group. Then the meeting leader tests five-finger consensus again. (If changes are made, it is a new first round.)

In the second round, if everyone shows a five, four, three, or two, the decision is made, and you move ahead. If there are any ones, those who indicate such are given an additional opportunity to explain to the rest of the group why they gave the rating and make recommendations to change the alternative in order to make it acceptable to them. Those in favor of the recommendation, have the opportunity to discuss the options. Once more, the originator of the alternative has the option to make changes or leave the option as it is and explains the decision to the rest of the group. (If changes are made, it is a new first round.)

In the final round, majority rules. The decision is made based on a majority of the participants. If there is a tie, the consensus has not been reached and so the recommendation is discarded and a new one must be made.

APPENDIX E



VOLUNTEER REQUIREMENTS – CITY OF TOPEKA SOCIAL SERVICES GRANT PROCESS UNITED WAY OF GREATER TOPEKA

OUR VISION

Connected individuals and families maximizing their potential.

OUR MISSION

To achieve positive sustainable change through education, financial stability & health for everyone in our community.

VOLUNTEER REQUIREMENTS

1. Must be at least 21 years of age
2. Must be a resident within Topeka City Limits
3. Must have an account on Topekavolunteers.org and eC-Impact
4. Must attend a Grant Reviewer and Panel Discussion Training
5. Must have signed a confidentiality agreement
6. Must have a completed conflict of interest form.

APPENDIX E

CONFIDENTIAL INFORMATION

Confidentiality is a hallmark of professionalism. Each UWGT employee and volunteer:

- Ensures that all information which is confidential or privileged or which is not publicly available is not disclosed inappropriately.
- Ensures that all non-public information of other persons or firms acquired by UWGT personnel in dealing with outside firms on behalf of UWGT is treated as confidential and not disclosed.

DISCLOSURE

UWGT employees and representative are encouraged to disclose any perceived breaches of the Code of Ethic of which they are aware. Disclosure should be made to a supervisor, the Chair of the Board, the Chair of the Finance Committee or the President (contact information below). Any reported breaches will be investigated and appropriate action, if needed, will be taken. Confidentiality will be maintained for the employee disclosing the breach, unless the matter raises serious legal implications. In such instances, the employee disclosing the breach will be notified. UWGT management will not take any adverse action against employees solely for disclosing perceived breaches of the Code. UWGT encourages all employees to be prompt, open and forthright in reporting perceived breaches of the Code of Ethics.

President/CEO: Jessica Lehnherr at 785-228-5115 or jlehnherr@unitedwaytopeka.org

Board Chair: Becky Holmquist at 785-276-6684 or Becky.holmquist@usbank.com

Finance Committee Chair: Lindsey Brees at 785-478-8184 or Lindsey.Brees@FHLBTopeka.com

CERTIFICATE

This Code of Ethics will be examined, updated and restated annually through a joint effort of the staff and Finance Committee of the Board. All staff and UWGT volunteers, as defined in this Code, will be required to sign the Code annually.

APPENDIX E

UNITED WAY OF GREATER TOPEKA, INC. Conflict of Interest Disclosure Statement

The Code of Ethics for UWGT outlines the agency's Conflict of Interest policies and should be closely reviewed by all Board and Committee members, other volunteers and staff. All known or potential conflicts should be disclosed below. As described in the Code, these include any UWGT agencies, grantees, vendors or competing organizations with which you or an immediate family member have a significant interest as a Board member, stakeholder, financial beneficiary, or any organization or subject about which you have strong personal feelings that could affect your judgment on the best course of action for UWGT as an organization.

It is understood and expected that active volunteers will have other involvements; these simply need to be disclosed as soon as the potential conflict comes to light. A member shall withdraw from the meeting room during discussion, review, and voting in connection with the particular matter.

Please list below any known potential conflicts of interest such as serving as a paid employee or board member of any agency; a vendor of goods and services to UWGT exceeding \$1000.00 per year; receiving financial benefits from an agency or other assistance beyond that received by members of the general public; or immediate future expectancy of employment or vending of goods or services.

I have read and agree to abide by the Code of Ethics of the United Way of Greater Topeka, Inc.
All conflicts or potential conflicts have been disclosed above.

Signature_____

Date_____

Print Name_____

Approved by Board September 28, 1995
Revised September 27, 2001
Updated April 5, 2004
Updated May 26, 2011
Updated April 25, 2019

APPENDIX F

Volunteer Investment Panel Training

February 15, 2020

UWGT Universal Meeting Ground Rules:

1. Respect the speaker – only one person speaks at a time, no side conversations
2. Everyone participates and engages
3. Electronic devices on vibrate or off – take calls outside, meeting continues
4. Respect each other – no question or idea is dumb, differing ideas/opinions are necessary and lead to innovation

Desired Outcome Codes:

A = Approval
C = Consensus
D = Discussion
I = Information
R = Recommendation

Purpose: To train and prepare community volunteers for the investment review and panel discussion process.

Time	Agenda Topic	Discussion Leader	Materials	Desired Outcome
8:00	Welcome/Materials/Process/Ground Rules	Panel Chair	Training Manual	I/D
8:10	Information About City of Topeka investment areas	Facilitator		I
8:15	eCImpact Training	Facilitator		I
8:30	Reading/evaluating the Proposals	Facilitator		I
8:40	Investment Panel Process	Facilitator		I
8:50	Five-Finger Consensus	Facilitator		I
9:00	Questions/Adjourn	Jessica B		I/D

Shawnee County Panel Handbook 2020



**United Way
of Greater Topeka**



OUR VISION

Connected individuals and families maximizing their full potential.

OUR MISSION

To achieve positive sustainable change through education, financial stability and health for everyone in our community.

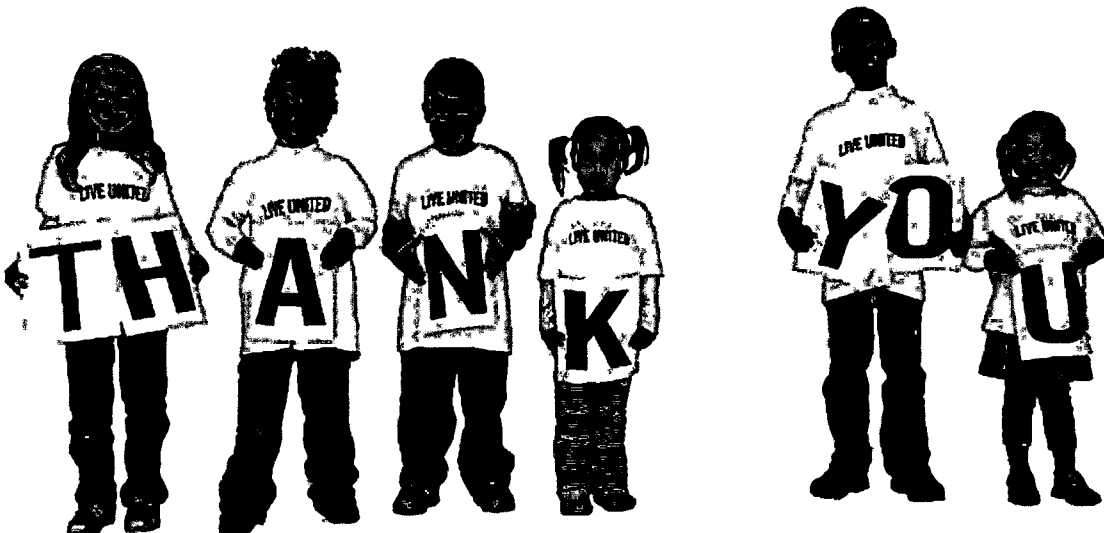


In order to create lasting solutions to social problems on a large-scale, organizations including those in government, social services, religious organizations and the business sector — need to coordinate their efforts and work together around a clearly defined goal.

Instead of each individual organization focusing on their own outcomes, community impact is about bringing many organizations and resources together around a common goal. No single organization can create large-scale, lasting social change alone. There is no "silver bullet" solution to systemic social problems, and these problems cannot be solved by simply scaling or replicating one organization or program. Strong organizations are necessary but not sufficient for large-scale social change.

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The Purpose of Investment Panels

1. To invest in programs which will best carry out the proposed outcomes to meet identified community needs.
2. To ensure a high rate of return on the dollars invested.

Investment Process

1. Volunteer registers to participate in one or more investment panels.
2. Staff creates user profile. Volunteer updates profile as needed.
3. Volunteer completes and submits via e-CImpact the Conflict of Interest and Confidentiality forms (see forms on pages 5 and 6).
4. Volunteer receives applications and scoring materials to review and score.
5. Volunteer submits the Scoring Summary no later than 24 hours prior to the panel meeting.
6. Staff compiles the scores.
7. Investment panel convenes and makes investment decisions.
8. Community Impact Committee and the UWGT Board of Directors are informed of the panel results.
9. Applicants are notified of the investment decisions.
10. Contracts are signed with the grant partners.

About the Investment Panel Process

- The investment process is a competitive process. This means that the applicants are competing for the investment, and panelist choose the **program(s)** that will best serve the community. The goal is not to give a little money to all applicants but rather to invest the money with the program providing the best service.
- It is highly likely that the total requested amounts will be more than the amount available for investment.

Confidentiality Statement

Volunteers of United Way have a responsibility to not disclose information and to consider all information received in their function as confidential.

I understand that information gained during the course of my volunteer work with United Way of Greater Topeka is confidential. Specifically, information about the organization, its donors, employees, partner agencies/programs, and clients shall be kept confidential except where it directly relates to duties as a volunteer/staff of United Way.

Any unauthorized access to the organization, donor, employee, partner agency/program or client information is prohibited and will be considered a breach of confidentiality. Such breach of confidentiality extends to having, communicating, or distributing such information electronically, in hard copy, or in any other form except when in the process of carrying out my duties as a volunteer.

Upon completion/termination of my volunteer/staff work with United Way of Greater Topeka, I shall not take with me, without first obtaining the written consent of the CEO/President of the organization, any document (original or reproduction) or any tangible evidence of confidential information or data belonging to or under the control of the organization.

I have read (or had read to me) and understand the above information and agree not to view, obtain, or release any information except as required by duties in my volunteer/staff function with United Way of Greater Topeka. I understand that to do so will be considered a serious breach of confidentiality and appropriate action will be taken.

Conflict of Interest

The Code of Ethics for UWGT outlines the agency's Conflict of Interest policies and should be closely reviewed by all Board and Committee members, other volunteers and staff. All known or potential conflicts should be disclosed below. As described in the Code, these include any UWGT agencies, grantees, vendors or competing organizations with which you or an immediate family member have a significant interest as a Board member, stakeholder, financial beneficiary, or any organization or subject about which you have strong personal feelings that could affect your judgment on the best course of action for UWGT as an organization.

It is understood and expected that active volunteers will have other involvements; these simply need to be disclosed as soon as the potential conflict comes to light. A member shall withdraw from the meeting room during discussion, review, and voting in connection with the particular matter.

Please list below any known potential conflicts of interest such as serving as a paid employee or board member of any agency; a vendor of goods and services to UWGT exceeding \$1000.00 per year; receiving financial benefits from an agency or other assistance beyond that received by members of the general public; or immediate future expectancy of employment or vending of goods or services.

Basic Tips for Completing the Application Review

Before reading through the applications, read through the Request for Proposal (RFP) to understand what the strategies, outcomes, and grant requirements are for the applications submitted. **Applications will open on November 15 and close on November 30 for ALL panels.**

Reading the Application

1. Read through the application from beginning to end the first time.
2. Read through the evaluation questions.
3. Read the application a second time making notes about how the questions were answered.
4. Answer the questions and mark your scores on the evaluation tool.
5. Make notes about reason for the score.
6. Review a final time.
7. List 3-5 strengths and 3-5 concerns about the program.

Making notes of strengths and concerns for each application is important and will be a tool for you to use at the panel meeting during the facilitated discussion.

Guiding Questions

- How well does program meet the requirements of the RFP?
- Does the applicant provide clear evidence that the agency has the infrastructure and plan to carry out their program successfully?
- Does the program include collaboration with other agencies, businesses, and other sectors of the community?

Scoring Sheet

- The scoring sheet is used to rate how well the application addresses the questions and how the program will meet the required outcomes and grant requirements.
- Above each question you will find the location in the application to refer to for evaluation.

Agency Questions

- If you have a question or need clarification from an agency submit your question using e-Clmpact. **THESE QUESTIONS NEED TO BE SUBMITTED NO LATER THAN 48 HOURS PRIOR TO NOVEMBER 30.** If received after they will not be forwarded to agency for a response.



The Panel Meetings

Arriving at the Panel Meeting

- Review and score applications in e-Clmpact by the deadline.
- Bring any notes you made while evaluating the applications to the panel.
- Computers are provided for panelist during the meeting.
- Arrive a few minutes before the panel starts to allow time to get settled, as the panel will start on time.
- Drinks and snacks will be provided for all panels and lunch will be for those that work over the lunch hour.

Panel Meeting Agenda

- Welcome and Introductions by panel chair
- Agenda, ground rules, and other housekeeping items
- For each application, panelists will provide:
 - Strengths/positives
 - Concerns/issues
- Combined scores and ranking discussion
- Investment discussion and decision
- Review of the panel process by providing:
 - Strengths/positives
 - Concerns/issues
- Closing

Panel Meeting Ground Rules

1. Everyone participates
2. Respect the speaker (no side conversations)
3. There are no dumb ideas or questions
4. Respect the process
5. All devices off or on vibrate – if you must take a call, please step outside and understand the panel will continue

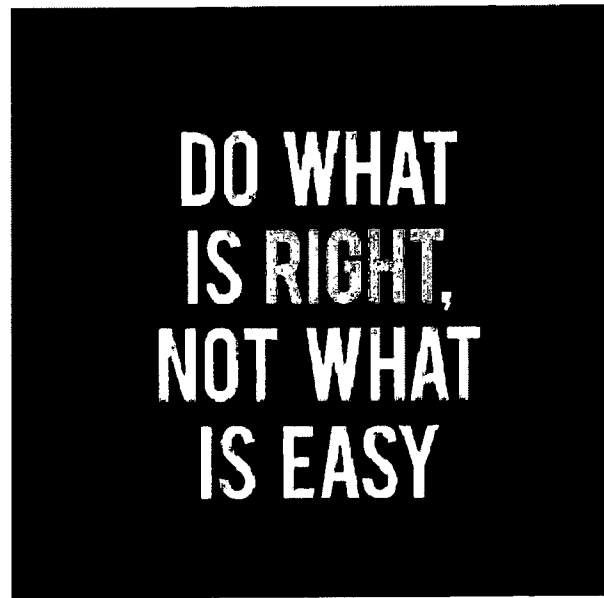


During the Panel Meeting

- Manage personal opinions and relationships which may influence your decisions or ratings.
- The decision not to invest does not indicate the agency is not doing good work.
- Decisions should not be based on the agency alone. Decisions are based on how the **proposed program** meets the requirements of the RFP and how the proposed outputs and goals will be reached.
- Raise issues you feel are important. Your perspective may help others understand.

When sharing the strengths and concerns, you may be asked to provide a “headline.” This is a shortened version of your statement which would be similar to the headlines in a newspaper. This allows the facilitator to quickly get the important parts of your thoughts scribed on the flipchart.

The intent of the facilitated discussion is to capture the strengths and concerns of the panel not the individual.



Five-Finger Consensus

With facilitated sessions, the typical approach to decision-making is consensus. Consensus is often defined as, “I can live with it and support it.” Five-Finger consensus is used because it encourages the group to listen carefully when there is disagreement, and it encourages listening carefully twice, if necessary. This technique encourages significant agreement without jeopardizing the quality of the solution.

Here is how five-finger consensus works: Once a recommendation is proposed and discussed the group is ready to check for agreement, the facilitator explains on the count of three, each person should hold up between one and five fingers indicating the level of support for the recommendation on the table.



5 – Strongly agree.



4 – Agree.



3 – Can see pluses and minuses, but can live with the decision.



2 – Disagree and want to discuss further.



1 – Strongly disagree, and can't support the recommendation.

In the first round, if everyone shows a five, four, or three, consensus has been reached. If there are any ones or twos, those who indicate such are given the opportunity to explain why they gave the rating and make recommendations to change the alternative in order to make it acceptable to them. Those in favor of the recommendation have the opportunity to discuss the options. The originator of the recommendation has the option to make changes or leave the option as it is. Then the facilitator tests five-finger consensus again. (If changes are made, it is a new first round.)

In the second round, if everyone shows a five, four, three, or two, the decision is made. If there are any ones, those who indicate such are given an additional opportunity to explain to the rest of the group why they gave the rating and make recommendations to change the alternative in order to make it acceptable to them. Those in favor of the recommendation have the opportunity to discuss the options. Once more, the originator of the recommendation has the option to make changes or leave the option as it is. (If changes are made, it is a new first round.)

In the final round, majority rules. The decision is made based on a majority of the participants. If there is a tie the consensus has not been reached. The recommendation is discarded and a new one must be made.

UWGT Contact Information

If you have questions or concerns about the investment process or if you have had a schedule change and can no longer participate in the investment process, please contact:

Jessica Barraclough, Director of Volunteer Engagement

jnb@unitedwaytopeka.org

Office: 785-228-5120

Cell: 920-723-0498

In case of an emergency:

Prior to the start of a panel meeting contact Jess by calling or texting to her cell phone to inform her of your emergency and whether or not you will be participating in the meeting.

Once the meeting has started contact the UWGT office and call Jessica's direct line 228-5120.

For e-CImpact specific questions, please contact:

Joyce Katzer, Senior Director of Applications

joyce.katzer@unitedwaytopeka.org

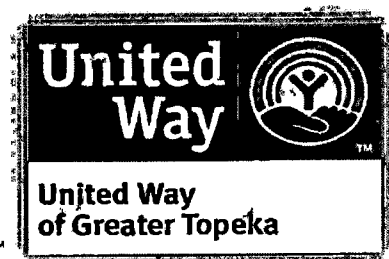
Office: 785-228-5127

For RFP, agency, application or evaluations specific questions, please contact:

Juliet McDiffett, Director of Community Impact

Juliet.mcdiffett@unitedwaytopeka.org

Office: 785-228-5122



Follow us on Twitter @unitedwaytopeka; Like us on Facebook

GIVE. | ADVOCATE. | VOLUNTEER. | LIVE UNITED™

***** The United Way brings together people, companies and nonprofits to create positive sustainable change in our community. Visit www.unitedwaytopeka.org to learn more. *****

APPENDIX H

ABC Counseling Inc.~ Preventative/Counseling



GOAL: *Pertains to specific agency*

STRATEGY: To help at-risk individuals and families stabilize their lives and avoid or overcome emergencies.

Financial:

ABC Counseling Inc. has no budgeting issues this quarter.

Partnership/Collaborations:

ABC Counseling Inc. has had many opportunities this quarter to promote our partnership with the City of Topeka. As it is the beginning of a new year, many of these opportunities has been in an informational capacity. Staff were taught about the City of Topeka's Social Services grant and the ABC Counseling Inc. partnership and how it coincides. There was also informed meeting on the City of Topeka's partnership at a Community Information Night.

Staff/Volunteers:

We had one counselor on maternity who has now returned. We are seeking a part time counselor to replace a recent retirement and a full-time administrative assistant to replace due to a resignation. All other positions are filled. The available positions have been posted and interviews will be scheduled in the next week.

ABC Counseling Inc. has utilized 110 volunteers that totals 152 hours for this quarter.

Barriers:

The ABC Counseling Inc. participants are initially able to move towards the change they want, but when the going gets tough, some give up. The reality is that the process takes time and patience. Some people are incredibly impatient and want instant gratification, but true impactful changes do not occur overnight.

Key Successes:

One participant reports: "I truly feel that the student's social/ emotional growth has improved immensely and the behaviors are more on target. I love to watch the activities that the staff come up with for the participants that are more hands-on and developmentally appropriate." This site has made shifts in their approach to counseling. They are moving from mostly worksheet driven learning to hands-on learning. This has made a big improvement and interactions have increased.

Success Story:

A family that has had many needs both for education and basic needs. The family has a 4-year-old who has been diagnosed on the autism spectrum and requires lots of attention. Our counselor recognized the infant was not progressing developmentally like she should and spent time working specific skills and referring to the local Tiny K program. After some time of not improving, the counselor suggested getting an additional referral from the pediatrician. Unfortunately, the pediatrician did not share in the concern. With additional support and education regarding the developmental milestones, the parents got a second opinion. The new doctor did share in the concerns of development, and as a result, additional special services, tests, and specialty doctors are now involved in the care of this child. The counselor continues visits working on supporting the family through the diagnosis process while meeting the child's needs where she is developmental at.



APPENDIX H

ABC Counseling Inc.~ Preventative/Counseling



At-risk individuals' parents/guardians in the Topeka area who have one or more risk factor that may lead to child abuse and/or neglect.

	Projected for Year	First 6 Month Actual
Participating	12	30

Number of current participants, within 15 days of matriculation, meet face-to-face with a counselor for a minimum of 1.5 hours and develop a budget and action plan.

	Projected for Year	First 6 Month Actual
Participating	60	72
Achieving	51	72
Total Percent Achieving	85%	100%

Number of participants participating 6 to 12 months that successfully completed appointments.

	Projected for Year	First 6 Month Actual
Participating	13	72
Achieving	18	30
Total Percent Achieving	30%	41%

Number of participants who have accepted counseling services.

	Projected for Year	First 6 Month Actual
Participating	60	72
Achieving	21	32
Total Percent Achieving	35%	44%

Number of volunteers this period

	Projected for Year	First 6 Month Actual
Participating	89	100

Number of volunteer hours this period

	Projected for Year	First 6 Month Actual
Participating	300	192

APPENDIX H

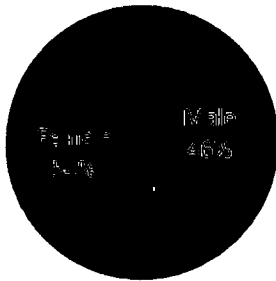
ABC Counseling Inc.~ Preventative/Counseling



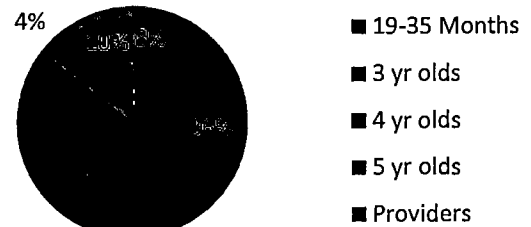
Number of participants Served: **72**

Projected participants to serve (60)

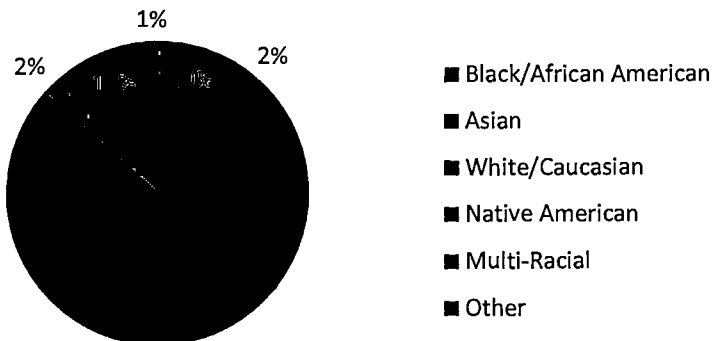
Gender



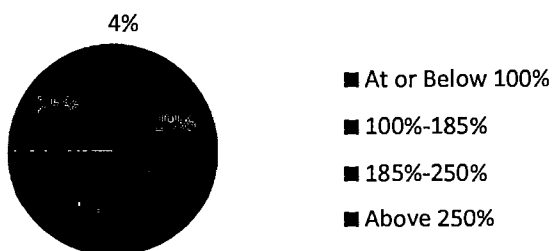
Age



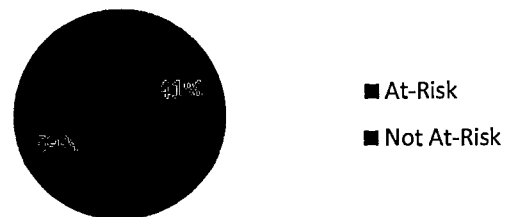
Ethnicity



Federal Poverty Level



At-Risk Children



APPENDIX I

Below is an example of a "High" level report.

City of Topeka Social Services Dashboard 2018-2019 End of Year Report		+10%	↑
Social Services		On-Target	🎯
Strategy: To help at-risk individuals and families stabilize their lives and avoid or overcome emergencies.		-10%	↓
ABC Counseling Inc.	At-risk individuals' parents/guardians in the Topeka area who have one or more risk factor that may lead to child abuse and/or neglect.		🎯
	Number of current participants, within 15 days of matriculation, meet face-to-face with a counselor for a minimum of 1.5 hours and develop a budget and action plan.		↑
	Number of participants participating 6 to 12 months that successfully completed appointments.		↑
	Number of participants who have accepted counseling services.		↓
	Number of volunteers this period		🎯
	Number of volunteer hours this period		↓

UWGT Pricing Proposal to administer City of Topeka Social Service Grant Funds

The following table details the pricing for delivery of the services outlined in this proposal.

Item Description	Price
Salaries (includes employee benefits)	\$17,480.00
Grant Management System (e-CImpact)	\$3,294.00
Food for investment panels	\$144.00
Office Supplies	\$82.00
Total Costs	\$21,000.00

Budget Narrative
UWGT projects this will require six employees in varying roles to administer and oversee the City of Topeka Social Service grant funds for one year. This salary proposal is based on the estimated time that will be spent for each of the employees. Employee time will be tracked through UWGT payroll system by utilizing event codes. The cost for the grant management system will pay for a portion of our current fees associated with e-CImpact. Due to the anticipated volume of applicants in the Preventive/Counseling social grant, we anticipate the investment panel will take at least 8 hours. Due to this length of time we will provide lunch for volunteers. The remaining dollars will cover cost for snacks and drinks. Office supplies include the cost of paper for trainings and the funding recommendation/investment panels.



CITY OF **TOPEKA**

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

Tel: 785-368-3711

Economic & Community Development Committee

Social Service Grant Review Committee Selection Guidelines

- 3-5 member committee comprised of volunteer positions
- Committee members should have 5 or more years of experience in the grant arena
- Experience can include professional grant writer, professional grant administrator or professional grant maker within an organization
- Committee members with affiliation with any organization receiving grant funds from the City must have been separated from the organization for at least one year
- Preference will be given to those individuals with experience in the social service provision or social service grant arenas
- Emphasis on experience in outcomes and outputs and performance based grants



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE: December 19, 2023
CONTACT PERSON: Councilmember Spencer Duncan, Policy and Finance Committee Chairperson; and City Attorney Amanda Stanley
DOCUMENT #:
SECOND PARTY/SUBJECT: Common Consumption **PROJECT #:**
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 010 Alcoholic Beverages
CIP PROJECT: No
ACTION OF COUNCIL: Discussion: 12-12-23 **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt concerning the creation of **Common Consumption Areas and designating area boundaries.** *(The Policy and Finance Committee recommended approval by a vote of 2-0-0 on December 6, 2023.)*

Voting Requirement: *Action requires at least six (6) votes of the Governing Body.*

(Proposed Common Consumption Areas "CCA" to be established are located in NOTO and Downtown Topeka. The defined areas allow for individuals to possess and consume alcoholic liquor outside of a licensed bar, restaurant, or other eligible establishment that is permitted to sell alcoholic beverages by the State of Kansas.)

VOTING REQUIREMENTS:

At least six votes of the Governing Body

POLICY ISSUE:

Whether or not to establish common consumption areas and designating area boundaries in the NOTO and Downtown areas of the city.

STAFF RECOMMENDATION:

Staff is making no recommendation.

BACKGROUND:

In 2022, the State of Kansas Legislature passed House Bill 2277 allowing a city or county to establish one or more common consumption areas by ordinance or resolution, designate the boundaries of any common consumption area, and prescribe the time during which alcoholic liquor may be consumed.

On October 27, 2023, the Policy and Finance Committee discussed establishing proposed common consumption areas in NOTO and Downtown Topeka. The areas were picked directly because businesses in both communities thought it would be the right district location for a common consumption area. No action was taken by the Committee.

The proposed Downtown CCA would encompass SW 4th between SW Jackson and SW Quincy on the north; SW 10th between SW Jackson and SE Quincy on the south; SE Quincy between SE 4th and SW 10th on the east; and SW Jackson between SW 4th and SW 10th on the west.

The proposed NOTO CCA would encompass Fairchild Street on the north, Norris Street on the south, Quincy Street on the east and Jackson Street on the west.

The possession and consumption of alcoholic liquor or cereal malt beverage is authorized provided that a common consumption permit has been issued to the City by the Director of Alcoholic Beverage Control (ABC) of the Kansas Department of Revenue in accordance with K.S.A. 41-2659. The city manager or designee is authorized to take all necessary actions relative to administering a CCA, including but not limited to, enacting regulations and executing all documents required to obtain a CCA permit on behalf of the City. The possession and consumption of alcoholic liquor or cereal malt beverage in each CCA shall be allowed only between the hours of 11:00 a.m. and 10:00 p.m. Sunday through Thursday and 11:00 a.m. to midnight on Friday and Saturday.

BUDGETARY IMPACT:

State Of Kansas requires a nonrefundable permit fee of \$100 to accompany the application. It is anticipated there will other budgetary impacts related to signage requirements and increased police presence.

SOURCE OF FUNDING:

General Fund: Permit Fee

ATTACHMENTS:

Description

Ordinance (Dec 14, 2023 clarified boundary language)

Policy and Finance Committee Report (Dec 6, 2023)

Policy and Finance Committee Dec 6, 2023 Meeting Minutes (DRAFT)

Policy and Finance Committee Minutes Excerpt (Oct 27, 2023)

Downtown CCA Map

NOTO CCA Map

ORDINANCE NO. _____

AN ORDINANCE introduced by Councilmember Spencer Duncan, concerning common consumption areas, creating Article V in Chapter 9.15 of the Topeka Municipal Code, amending § 9.15.010 and § 12.70.070 and repealing original sections.

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

Section 1. That section 9.15.010, Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Definitions.

Unless otherwise defined in this chapter, the terms used in this chapter shall have the same meaning and definitions as defined in K.S.A. Chapter 41 and amendments thereto. As used in this chapter:

(a) “Beer” means beer as defined by K.S.A. 41-102 and amendments thereto, but containing not more than six percent alcohol by volume.

(b) “Cereal malt beverage” means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729 and amendments thereto, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

(c) “Common consumption area” or “CCA” means a defined indoor or outdoor area not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act where the possession and consumption of alcoholic liquor or cereal malt beverage is allowed pursuant to a common consumption area permit issued by the Director.

(d) “Director” means the director of alcoholic beverage control of the Kansas Department of Revenue.

(ee) “Off-premises retailer” means a person who is licensed under the Kansas Cereal Malt Beverage Act and who sells or offers for sale any cereal malt beverage or beer in original and unopened containers that is not for consumption on the premises.

(df) “On-premises retailer” means a person who is licensed under the Kansas Cereal Malt Beverage Act and who sells or offers for sale any cereal malt beverage or beer for consumption on the premises.

Section 2. That the Code of the City of Topeka, Kansas, is hereby amended by adding an article, to be numbered Article V, which said article reads as follows:

Article V. Common Consumption (City as permittee)

Section 3. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.15.360, which said section reads as follows:

Common consumption areas established; boundaries.

(a) The governing body hereby establishes the following common consumption areas (“CCA”):

(1) Downtown. The area encompassing 4th Street on the north; 10th Avenue on the south; Quincy Street on the east; and Jackson Street on the west.

(2) NOTO. The area encompassing Fairchild Street on the north, Norris Street on the south, Quincy Street on the east and Jackson Street on the west.

(b) Public streets or roadways within a CCA may be blocked from motorized traffic during the hours in which alcoholic liquor or cereal malt beverage is consumed.

Section 4. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.15.370, which said section reads as follows:

Hours.

52 The possession and consumption of alcoholic liquor or cereal malt beverage in
53 each CCA shall be allowed only between the hours of 11 a.m. and 10 p.m. Sunday
54 through Thursday and 11 a.m. to midnight on Friday and Saturday.

55 Section 5. That the Code of the City of Topeka, Kansas, is hereby amended
56 by adding a section, to be numbered 9.15.380, which said section reads as follows:

57 **State permit required.**

58 Possession and consumption of alcoholic liquor or cereal malt beverage is
59 authorized provided that a common consumption permit has been issued to the City by
60 the Director in accordance with K.S.A. 41-2659, as amended.

61 Section 6. That the Code of the City of Topeka, Kansas, is hereby amended
62 by adding a section, to be numbered 9.15.390, which said section reads as follows:

63 **Authorized alcoholic liquor/cereal malt beverage containers.**

64 All alcoholic liquor or cereal malt beverage removed from a premise licensed by
65 the Director shall be served in a container that displays the licensee's name, logo or
66 other identifying mark that is unique to the licensee. No alcoholic beverage removed
67 from a licensed premise shall be in a glass container.

68 Section 7. That the Code of the City of Topeka, Kansas, is hereby amended
69 by adding a section, to be numbered 9.15.400, which said section reads as follows:

70 **Purchases outside of a CCA.**

71 The possession or consumption of alcoholic liquor or cereal malt beverage
72 purchased outside the boundaries of a CCA shall not be permitted inside the
73 boundaries of a CCA.

74 Section 8. That the Code of the City of Topeka, Kansas, is hereby amended
75 by adding a section, to be numbered 9.15.410, which said section reads as follows:

76 **Purchases within a CCA.**

77 No open container of alcoholic liquor or cereal malt beverage purchased within a
78 CCA shall be removed from the boundaries of a CCA.

79 Section 9. That the Code of the City of Topeka, Kansas, is hereby amended
80 by adding a section, to be numbered 9.15.420, which said section reads as follows:

81 **Inappropriate conduct.**

82 Inappropriate conduct shall not be permitted within the boundaries of a CCA. Any
83 person engaging in inappropriate conduct may be subject to removal from the event.
84 Inappropriate conduct includes, but is not limited to, fighting, harassment, destruction of
85 property or committing any violation of City ordinances or state law.

86 Section 10. That the Code of the City of Topeka, Kansas, is hereby amended
87 by adding a section, to be numbered 9.15.430, which said section reads as follows:

88 **Compliance with regulations.**

89 All licensees approved by the Director to participate in the CCA shall at all times
90 comply with all City ordinances, state and federal laws regulating the purchase, sale
91 and consumption of alcoholic liquor and cereal malt beverage.

92 Section 11. That the Code of the City of Topeka, Kansas, is hereby amended
93 by adding a section, to be numbered 9.15.440, which said section reads as follows:

94 **Authorization for CCA permit.**

95 The city manager or designee is authorized to take all necessary actions relative
96 to administering a CCA, including but not limited to, enacting regulations and executing
97 all documents required to obtain a CCA permit on behalf of the City.

98 Section 12. That section 12.70.070, Alcohol and cereal malt beverage
99 consumption, of The Code of the City of Topeka, Kansas, is hereby amended to read as

follows:

Alcohol and cereal malt beverage consumption.

(a) Each applicant who intends to allow the sale and/or consumption of alcoholic liquor or cereal malt beverages at a special event shall request approval from the Governing Body pursuant to TMC 9.15.020.

(b) Subsection (a) shall not apply if the special event occurs within the boundaries of a common consumption area established pursuant to K.S.A. 41-2659.

Section 13. That original § 9.15.010 and § 12.70.070 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 14. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 15. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 16. 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 Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Policy & Finance

Title: Common Consumption

Date referred from Council meeting:

Date referred from Committee: December 6, 2023

Committee Action: MOTION: Chairman Duncan made a motion to approve the Common Consumption Ordinance. Committee member Naeger seconded. Motion approved 2-0-0. Committee member Valdivia-Alcalá was absent.

Comments:

Members of Committee: Councilmembers Spencer Duncan (Chair), Christina Valdivia-Alcalá, Hannah Naeger

Agenda Date Requested: December 12, 2023



CITY OF TOPEKA

POLICY AND FINANCE COMMITTEE

CITY COUNCIL COMMITTEE MEETING MINUTES

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: December 6, 2023
Time: 1:00pm
Location: Virtual Meeting via Zoom

Committee members Present: Spencer Duncan (Chair), and Hannah Naeger.
Committee member Christina Valdivia-Alcalá was absent.

City Staff Present: Deputy City Attorney Mary Feighny

1) Call to Order

Chairman Duncan called the meeting to order at 1:00pm.

2) Approve November 14, 2023 Minutes

Chairman Duncan made a motion to approve the minutes. Committee member Naeger seconded. Motion approved 2-0-0. Committee member Valdivia-Alcalá was absent.

3) Common Consumption Ordinance

Chairman Duncan provided some background on the ordinance. This ordinance outlines Common Consumption districts for NOTO and Downtown Topeka. It also sets up a process for any other districts to be established in the future. If a district wants to be established in the future, there is language in the ordinance for how to go about that process. The goal today is to vote on the ordinance as it stands. He noted that staff had worked hard on the ordinance for many months. The business in those areas, as well as the public, have had opportunities to speak on the matter. Although he would like to see the ordinance move forward to the Governing Body, it is not planned for action to be taken on it this year. He would like to have it remain on the Governing Body agenda as a discussion item for the last two meetings in December, and at least the first week of January. It may move forward as an action item the second week of January. Chairman Duncan hopes that once it is on the Governing Body agenda, it will provide additional opportunities for the public to share any concerns they may have.

Committee member Naeger agreed with the plan, and shared that she also thought it was a great idea to give additional meetings, at the Governing Body level, to provide public comment on. She has not heard opinions as of this point, but anticipates there may be some. With the planned timeline, it also provides for

transparency on the process for both the public, businesses, and Governing Body members.

Chairman Duncan felt there may be some additional concerns from other Governing Body members as well, and feels having it move forward as a discussion item for three meetings, before voting, will be helpful.

Chairman Duncan sought input from staff as to if they felt the timeline would be acceptable. Deputy City Attorney Mary Feighny stated the timeline was fine.

MOTION: Chairman Duncan made a motion to approve the Common Consumption Ordinance. Committee member Naeger seconded. Motion approved 2-0-0. Committee member Valdivia-Alcalá was absent.

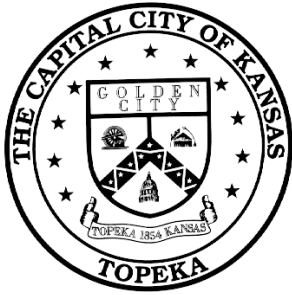
4) Adjourn

Chairman Duncan commented that the committee had received an update on the ARPA funds. The document is not currently public, but is available to the public if requested. He noted the committee would take a deeper look at it in January, but felt the process was going well.

Chairman Duncan adjourned the meeting at 1:06 pm.

The video of this meeting can be viewed at:

<https://youtu.be/0KeeqzNynx0?si=QPkui60vkamDgQNX>



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(785) 368-3710

Liz Toyne, Executive Assistant
E-mail: etoyne@topeka.org

www.topeka.org

EXCERPT

CLASSROOM A; LAW ENFORCEMENT CENTER Topeka, Kansas, Friday, October 27, 2023. The Policy & Finance Committee members met at 1:00 P.M., with the following Committee members present: Duncan (Chair), Valdivia-Alcalá, Naeger.

The following is an excerpt of the draft minutes from the meeting:

DISCUSSION by the Committee of the Common Consumption

Common Consumption

Chairman Duncan noted it was the City of Topeka that went to the State Legislature last year and requested the Common Consumption idea. Many other cities across Kansas also liked the suggestion and stood with Topeka in support. It was not a unanimous vote by the legislature, however the alcohol bill did pass. This gives cities the authority to create these common consumption areas. The proposed ordinance before the Committee today is the first draft of what such an ordinance might look like for Topeka. Chairman Duncan stated that he would like for the Committee to hold a listening session to allow community members to speak toward any concerns or suggestions that they have on the issue. He is not asking for action on this item at this time.

City Attorney Stanley stated that Staff had spent a lot of time listening to both the NOTO and Downtown businesses of what their vision of a common consumption would look like. She encouraged the Committee members to provide an opportunity to the business owners in both districts to meet and list their concerns, fears, or visions for the ordinance.

City Attorney Stanley reviewed page 1 of the definitions of common consumption. She noted that some of those definitions come from the State law. They are pretty clear that the “director” means the Department of Revenue. The City-specific things begin on page 2. One of the things staff heard pretty resoundingly from both the businesses in NOTO and Downtown, was that a common consumption zone is really only going to work if the City of Topeka is the permit holder. City Attorney Stanley noted that the original version of the ordinance required that a non-profit would have to be the sponsor of the permit. But if you look at somewhere like NOTO or Downtown, it becomes very cost prohibitive because there are considerations such as insurance and liability and identifying who would be willing to take it on for the other businesses. This current version makes more sense as the City already has additional liability protections, because the City has some legislative immunity. That is a legislative policy choice that the Governing Body made. The City also has the Tort Claims Act and other things, so it makes it much easier for the City of Topeka to be the permit holder.

The Downtown area would be the area encompassing SW 4th between SW Jackson and SW Quincy on the north; SW 10th between SW Jackson and SE Quincy on the south; SE Quincy between SE 4th and SW 10th on the east; and SW Jackson between SW 4th and SW 10th on the west.

The NOTO area would be the area encompassing Fairchild Street on the north, Norris Street on the south, Quincy Street on the east and Jackson Street on the west.

The descriptions of these areas would also be available online.

These areas were picked directly because that is what the businesses in both communities thought would be the right district for a common consumption area.

The next subsection says that public streets or roadways may be blocked. Although they do not have to be. This is the biggest piece that the City of Topeka asked to be changed, so that the City can have some discretion for the requirement. If it makes sense during a particular event to have the streets blocked, we can block them. But it does not need blockades most of the time, the streets would not be required to be blocked.

Looking to page 3, the hours for the common consumption law states that it shall only be allowed between the hours of 11:00am and 10:00pm, Sunday through Thursday. And 11:00am through 12:00am (midnight) Friday and Saturday. City Attorney Stanley stated she thought the idea with this was to give consistence of hours across the board, so that everyone knows when liquor can be consumed under common consumption, and when it cannot.

It then goes on to say that the City has to apply for the state permit. This is only in effect if the City is granted a state permit, so the City would do that. From there, the specific requirements under state law that have to be included in the ordinance are listed. One such requirement states that in order to participate in the common consumption zone, the premise must be a licensed alcohol and beverage business licensed by the Department of Revenue. Alcohol has to be served in a container that displays the licensee's name, logo or other identifying mark that is unique to the business. As these are all requirements from state law, the City's ordinance has to include them. Additionally, alcohol cannot be removed in a glass container.

The other requirements such as purchasing, when you can buy it and when you cannot, follow.

Inappropriate Conduct is another section. The City wanted to make it very clear that if someone is acting inappropriately in a common consumption area, that the Topeka Police Officers can remove said person from the event, or from the area, for inappropriate conduct or violations of state law. It is also important for the City to make it clear to Alcohol Beverage Control (ABC) that the City understands we need to enforce laws and that we will do that, and that the City will comply with all rules and regulations from the Department of Revenue.

Page 5 gives the City Manager the authority to talk all necessary acts to allow the City to be the permit holder, execute any documents that the City may require and the section (a) shall not apply if there is a specific special event in that area at that time, then the special event rules would control for that.

Chairman Duncan reviewed a couple of pieces from the ordinance. He noted that, from a practical standpoint, as this ordinance establishes only these areas in Downtown and NOTO and said that, to staff or his knowledge, there are no other areas that have requested or expressed a desire to be included at this time. He noted that if it is private property, there would not be a need

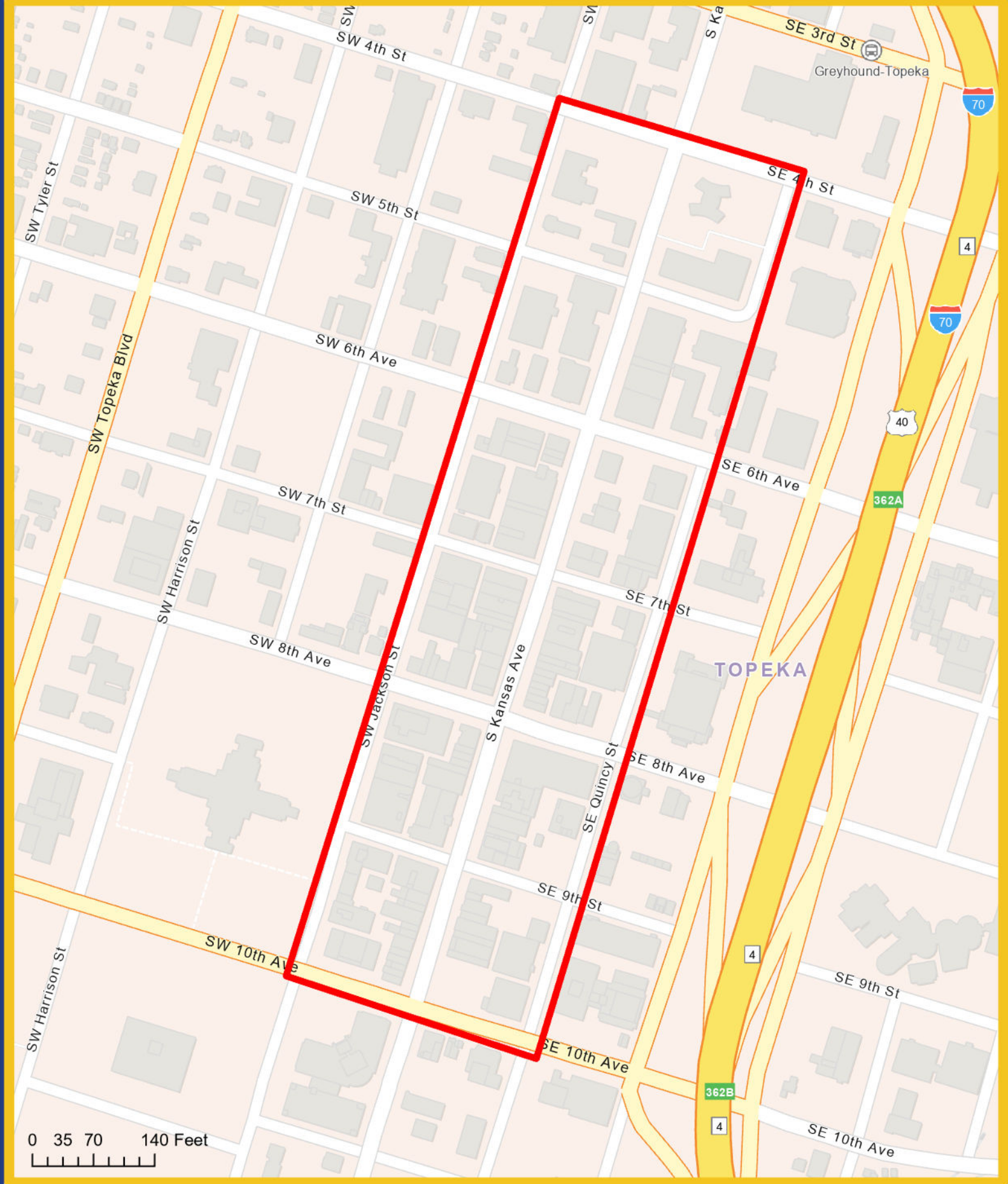
to go through the City's common consumption process for this. They would be able to get their own license and do whatever they wanted. He used a shopping center as an example, and if the consumption area was on their private property, they would not need the City to enact these.

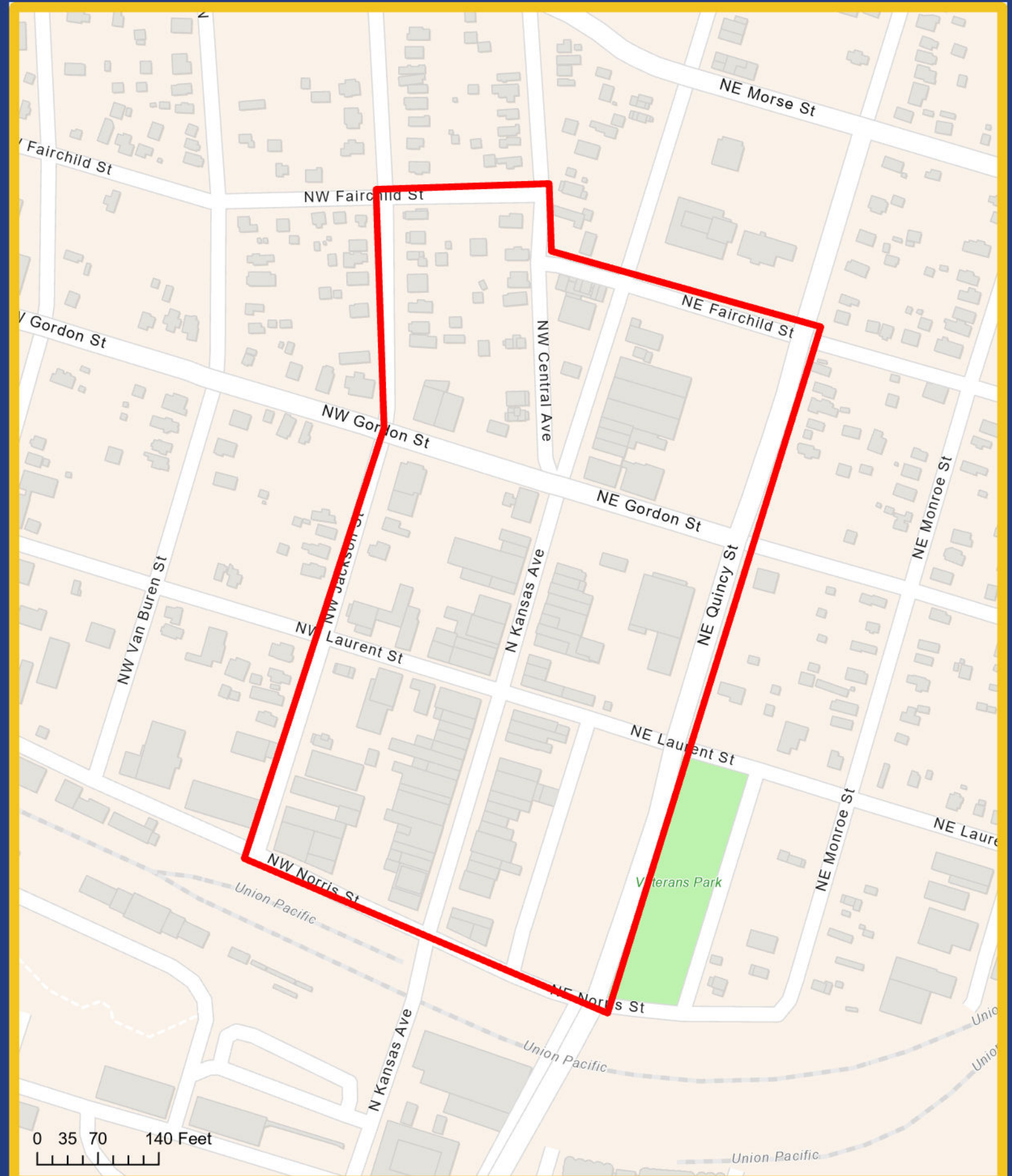
Chairman Duncan also noted that if another area comes forward at any time, they would apply with the City, and the request would come before the Governing Body for approval.

Chairman Duncan also supports the hours being more wide open, rather than limited. There have been many conversations about different arrangements, and he felt it creates confusion for everyone, including the place that sells alcohol, if there are too many specific restrictions. So having a set standard of hours will provide consistency which will also make it easier for everyone to enforce (the consumer, the seller, and the police). He noted that signs would need to be posted once the zone has been created, to establish the end of those zones.

Chairman Duncan discussed the cups, and stated that the cups are to help vendors and consumers identify they have purchased the beverage from a business within the common consumption area. In other communities that have common consumption areas, there have not been any issues with the identifier for where it was sold. Outside of that, every other liquor law, street law, traffic law, etc. still apply. The common consumption zone only means people can walk from one establishment on one end of the zone to the other end, or back and forth between places.

Committee member Valdivia-Alcalá stated she would be supportive of this ordinance and also felt having some community input would be important. Chairman Duncan agreed, and stated that there had been some initial conversation and input with the businesses in the districts prior to the creation of this draft ordinance.







City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 19, 2023

DATE: December 19, 2023
CONTACT PERSON:
SECOND PARTY/SUBJECT: Public Comment Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

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 office (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 City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- 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.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- 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 ccclerk@topeka.org or 215 SE 7th Street, Room 166, Topeka, KS 66603 for attachment to the minutes.
- 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.
- 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.
- Please do not share the Zoom login information with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

BUDGETARY IMPACT:

SOURCE OF FUNDING:



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