



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

Governing Body Agenda

November 14, 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:

1. ROLL CALL:

2. MAYORAL PROCLAMATIONS:

National Native American Heritage Month

3. APPOINTMENTS:

A. Board Appointment - Topeka Planning Commission

BOARD APPOINTMENT recommending the appointment of Jennifer Hannon to the Topeka Planning Commission for a term ending November 14, 2026. (Council District No. 9)

B. Board Appointment - Topeka Planning Commission

BOARD APPOINTMENT recommending the appointment of Katy Nelson to the Topeka Planning Commission for a term ending November 14, 2026. (Council District No. 9)

C. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the reappointment of Cassandra Taylor to the Board of Building and Fire Appeals for a term ending December 31, 2025. (Council District No. 9)

D. Board Appointment - Topeka Planning Commission

BOARD APPOINTMENT recommending the appointment of Willie Brooks to the Topeka Planning Commission for a term ending November 14, 2026. (Council District No. 6)

4. PRESENTATIONS:

Camping Ordinance Update

5. CONSENT AGENDA:

A. Professional Consulting Contract - Revize, LLC - City Website Redesign and Development - Information Technology

APPROVAL of a Information Technology Consultant and Specialized Technical Support Contract between the City of Topeka and Revize, LLC in an amount not to exceed \$139,100 for consulting services.

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

B. MINUTES of the regular meeting of October 17, 2023

C. APPLICATIONS:

6. ACTION ITEMS:

A. Approval - 2024 Special Alcohol Grant Fund

APPROVAL of funding recommendations of the Alcohol and Drug Abuse Advisory Council in the amount of \$670,534 for the City of Topeka 2024 Special Alcohol and Drug Program Fund.

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

(The City receives the liquor tax collected by the State of Kansas. Kansas statute requires that one-third of the proceeds be deposited in the City's special alcohol and drug program fund.)

7. NON-ACTION ITEMS:

A. Discussion - Hotel Topeka at City Center

UPDATE on the Hotel Topeka at City Center.

(On October 31, 2023, the Topeka Development Corporation officially retained ownership of the Hotel.)

B. Discussion - Private Security Guard Uniforms Ordinance

DISCUSSION concerning merchant or private security guard uniforms. *(The Policy and Finance Committee recommended approval by a vote of 3-0-0 on October 27, 2023.)*

(Approval would allow Topeka Police Department (TPD) officers employed by state agencies or a security agency stationed at a state agency to wear their TPD uniforms.)

C. Discussion - Vacant Property Registry Ordinance

DISCUSSION concerning Vacant Property Registration. *(The Policy and Finance Committee recommended approval by a vote of 3-0-0 on October 27, 2023.)*

(Approval would (1) remove the duty to register vacant properties by mortgagees/financial institutions; (2) remove the registration fee; and (3) remove the duty to post the vacant property with the name and telephone number of the property manager.)

D. Discussion - 2024 Legislative Agenda

DISCUSSION regarding the 2024 City of Topeka Legislative Agenda

(The Policy and Finance Committee recommended approval by a vote of 3-0-0 on November 14, 2023.)

E. Discussion - City of Topeka Parking

DISCUSSION regarding the City of Topeka Downtown Parking Plan.

(Staff will review proposed recommendations, implemented changes and pro forma financials.)

8. PUBLIC COMMENT:

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9. ANNOUNCEMENTS:

10. 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.)

11. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Jane Murray, Executive Assistant to the Mayor DOCUMENT #:
SECOND PARTY/SUBJECT: National Native American Heritage Month PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

National Native American Heritage Month

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

National Native American Heritage Month Proclamation

PROCLAMATION

By the Mayor

WHEREAS, in 1990, President George H.W. Bush dedicated the month of November as National American Indian Heritage Month; and

WHEREAS, Native Americans are descendants of the original, indigenous inhabitants of what is now the United States; Americans of all ages recognize the many outstanding achievements of this country's original inhabitants and their descendants; and as the First Americans, Native Americans have helped shape our nation at every point since before its founding including being the inspiration for the ideals of self-governance; and

WHEREAS, during National Native American Heritage Month we celebrate the rich tapestry of Indigenous peoples and honor their sacrifices, which we recognize as inextricably woven into the history of this country; and

WHEREAS, Native Americans continue to add to all aspects of our society through their generosity of culture and the continued practice of teaching economic, environmental, and cultural sustainability; and

WHEREAS, we honor and celebrate the perseverance, the fascinating history, time-honored traditions, rich diversity and excellence of Native Americans, from the first peoples of this place to those across the Nation who now call City of Topeka, Kansas their home.

NOW, THEREFORE, I, Michael A. Padilla, Mayor of the City of Topeka, Kansas, do hereby proclaim month of November 2023 as:

NATIONAL NATIVE AMERICAN HERITAGE MONTH

This month, I encourage everyone in our city to learn more about the people who first called this Nation home, in the spirit of growth, healing and hope for a better future.

IN WITNESS WHEREOF, I, Michael A. Padilla,
Mayor of the City of Topeka, Kansas, do hereby affix my
official signature and the Official Seal of the City of
Topeka, Kansas, on this 14th day of November, 2023.

Michael A. Padilla, Mayor



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November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Board Appointment for the Topeka Planning Commission PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Jennifer Hannon to the Topeka Planning Commission for a term ending November 14, 2026. (Council District No. 9)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

As a primary function, the Topeka planning commission shall have the responsibility for the adoption and recommendation to the city council of the comprehensive metropolitan plan to guide the orderly growth and harmonious development of the Topeka metropolitan area. The comprehensive metropolitan plan shall consist of, but not be limited to, the elements described in TMC 18.05.020. The Topeka planning commission shall recommend appropriate legislative, administrative or budgetary actions necessary for the governing body to implement the comprehensive metropolitan plan on or before May 1st of each year.

STAFF RECOMMENDATION:

Councilwoman Hoferer nominates and Mayor Padilla recommends the appointment of Jennifer Hannon for a term that will end November 14, 2026. Ms. Hannon meets the residency requirement.

BACKGROUND:

This is a nine member board, created by the City. Council members nominate and the Mayor appoints. The governing ordinance, 18442, specifically states that at least six, but not more than seven shall reside within the corporate boundaries of the city. At least two, but not more than three shall reside outside the city boundaries, but within the city's 3-Mile Extraterritorial Jurisdiction. At least six shall be appointed from the private sector; at

least three from the private sector shall be currently licensed or engaged or have substantial past experience in the following fields: licensed professional engineer; licensed landscape architect; licensed architect; certified planner; registered land surveyor; licensed contractor; developer or other experienced professional working in a field related to planning or land development.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

J. Hannon - TPC Application & Resume

City of Topeka Boards and Commissions Application

Submitted on	29 September 2023, 8:27AM
Receipt number	189
Related form version	8

Profile

First Name	Jennifer
Last Name	Hannon
Email Address	jdh@htkarchitects.com
Street Address	4817 SW West Hills Dr
Suite or Apt	
City	Topeka
State	Kansas
Zip	66606
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 9
Primary Phone	6189804579
Alternate Phone	
Employer	HTK Architects
Job Title	Architect
Which Board would you like to apply for?	Topeka Planning 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
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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
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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
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Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission:	I am a local architect that has worked on projects in the City of Topeka, Shawnee County, and many other locations throughout Kansas. I believe I would be a useful member of the Planning Commission since my professional experience allows me to be familiar with the subjects that will be brought up. I have worked on many types of projects that required research of city planning ordinances and believe I would comprehend the information and make decisions based on the City of Topeka's planning standards. I also have experience with speaking at public meetings, and I am a former board member of the American Institute of Architects Topeka Section where I served as Secretary and President. I appreciate the opportunity to submit an application and look forward to hearing from you further. Thank you!
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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 a Master of Architecture degree from Kansas State University. I have served on the board of AIA Topeka and AIA Kansas. I am an NCARB member. My final year at KSU my studio received the Kremer Prize for our work at the former Camp Daisy Hindman in Dover, KS. The Kremer Prize is awarded for outstanding collaborative design achievements by students in the final semester of the professional Master of Architecture program.
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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 hold an architectural license in Kansas.
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**Please upload a resume or any additional information you believe may be helpful in considering your application.	Jennifer Hannon Resume.pdf
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Voluntary Self Identification

Ethnicity	Caucasian/Non-Hispanic
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Gender	Female
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Acknowledgements and Verification

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

I Agree

Your electronic signature



[Link to signature](#)

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.

JENNIFER HANNON

618-980-4579

jd@htkarchitects.com

Topeka, Kansas 66612

PROFESSIONAL SUMMARY

I have the ability to develop facility designs with accuracy and speed. I am extremely detail oriented, consistently verifying our work to ensure the highest degree of accuracy. I have perfected the art of time management and consequently deliver projects well within their project timelines.

SKILLS

Architectural Design	Building Code Compliance	Bid Proposals
Revit	Contract Negotiation	Adobe Creative Suite
Project Planning	Construction Specifications	Client Relations
Drawing Preparation	Contract Administration	

EXPERIENCE

Architect

HTK Architects, Topeka, KS, Jun 2013 - Current

- Compiled bidding documents, blueprints and technical specifications.
- Applied knowledge of building codes, standards and regulations to finalize designs.
- Provided architectural design and review of space requirements to accommodate efficiency needs and functionality requirements.
- Completed onsite observations and project meetings throughout construction.
- Drafted and modified construction documents and specifications.
- Advised project teams on technical aspects of architectural design and construction.
- Developed and negotiated contracts and fee proposals for assigned projects.
- Collaborated with engineers, interior designers and construction personnel to align project requirements and timelines.
- Participated in project budgeting and scheduling process.
- Met with clients to review and discuss architectural drawings.

EDUCATION

Master of Architecture: Architecture

Kansas State University, Manhattan, KS, May 2013

Kremer Award

- Member of AIAS, Plot Club
- Studied abroad at Centro Studi in Orvieto, Italy



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CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Katy Nelson to the Topeka Planning Commission for a term ending November 14, 2026. (Council District No. 9)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

As a primary function, the Topeka planning commission shall have the responsibility for the adoption and recommendation to the city council of the comprehensive metropolitan plan to guide the orderly growth and harmonious development of the Topeka metropolitan area. The comprehensive metropolitan plan shall consist of, but not be limited to, the elements described in TMC 18.05.020. The Topeka planning commission shall recommend appropriate legislative, administrative or budgetary actions necessary for the governing body to implement the comprehensive metropolitan plan on or before May 1st of each year.

STAFF RECOMMENDATION:

Councilwoman Hoferer nominates and Mayor Padilla recommends the appointment of Katy Nelson for a term that will end November 14, 2026. Ms. Nelson meets the residency requirement.

BACKGROUND:

This is a nine member board, created by the City. Council members nominate and the Mayor appoints. The governing ordinance, 18442, specifically states that at least six, but not more than seven shall reside within the corporate boundaries of the city. At least two, but not more than three shall reside outside the city boundaries, but within the city's 3-Mile Extraterritorial Jurisdiction. At least six shall be appointed from the private sector; at

least three from the private sector shall be currently licensed or engaged or have substantial past experience in the following fields: licensed professional engineer; licensed landscape architect; licensed architect; certified planner; registered land surveyor; licensed contractor; developer or other experienced professional working in a field related to planning or land development.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

K. Nelson

City of Topeka Boards and Commissions Application

Submitted on	6 September 2023, 4:18PM
Receipt number	184
Related form version	8

Profile

First Name	Katy
Last Name	Nelson
Email Address	katy.nelson@buildingtopeka.org
Street Address	1910 SW Fairlawn RD
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 9
Primary Phone	785-845-4444
Alternate Phone	785-267-1260
Employer	Topeka Area Building Association
Job Title	CEO
Which Board would you like to apply for?	Topeka Planning 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
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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
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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:	Topeka Is a great place to Live and work. The Growth of Topeka must continue and all of us need to take part in that and help where we can. I feel that with my Love of Topeka and my professional career they go together in this and can be helpful for Topeka's growth and stability!
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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 was an insurance agent in Topeka for about 10 years before coming into the construction industry. I have been the CEO of the Building Association for almost 3 years now. I work with contractors all day everyday on a local and national level. I have received the women of Excellence Honoree 2022, Azura 19-20 Hometown hero, for my work with the RABC. I am involved in the Topeka Rotary, Riverfront Advisory Council, and some national committee's with the National Home Builders Association.
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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
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****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

Notification to applicants for City Board/Commissions

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

Katy Nelson

Katy.nelson@buildingtopeka.org | (785) 273-1260
1910 SW Fairlawn Rd, Topeka, KS 66604

I am the type of person that likes to learn new things and likes a good challenge. My people skills are at a level that you will find beneficial to the City. You will also find that my ability to trouble shoot difficult issues will leave you feeling confident to maintain structure within the organization. I am not afraid of getting in and helping where needed. You will see my excitement to move forward in the building industry and continue to help Topeka move forward in any way possible. If there is something that is unknown to me, I will take that opportunity to reach out to the contacts that have been made and that will continue to be made to get the answers that are needed. I have been lucky to meet and maintain relationships with key people in this industry that I can call on if needed.

SKILLS

- Self-management • Front desk experience • Invoicing and payments
- Schedule creation and management
- Attention to detail • Client and vendor relations
- Customer acquisition and retention
- Customer service and customer satisfaction
- Dependable
- Inventory management
- Issue resolution • Multi-tasking and negotiation
- Organizational skills
- Outstanding people skills
- Problem-solving abilities
- Accountability for decisions
- Employee motivation Problem recognition and elimination
- Goal-oriented Positive attitude and a team player
- Able to research efficiently
- Fundamental understanding of accounting practices

President / CEO

Topeka Area Build Association – Topeka, Kansas | January 2020 – Current

- Manage all social media.
- Manage and maintain the Association budget.
- Maintain the relationship with our Lobbyist firm and keep up to date with everything going on, with the local, state and national side of things.
- Make sure that all by-laws are followed and kept up to date.
- Work with the city planning department to make sure that codes are being followed by our members and that our voices are being heard during code review times.
- Work with the National Association of Home Builders on Codes, regulations, and trends across the country.

- Work with other CEO's across the country to generate a board to help identify building shortfalls for all 50 states.
- Find and provide CEU classes for contractors in the Shawnee County area.
- Manage offsite facility staff, including the catering service, housekeeping, and facility staff for member events and fundraisers.
- Help with a timeline for the Home Show that ensures all planning aspects are accounted for while maintaining proper communication.
- Handle all media interviews for the builder's association.
- Maintain a great staff for the association.

Administrative Assistant

Topeka Area Building Association – Topeka, Kansas | November 2017 – December 2019

- Handle Members questions with professional courtesy.
- Inventory office supplies and manage ordering of new supplies whenever required.
- Manage notetaking during business meetings and create reports.
- Work with members to create a Student Chapter, to help get kids involved in a trade. Collaborated with Executives from the NAHB to get this program started.
- Perform inspections with Topeka Habitat for Humanity
- Manage monthly bill paying, makes sure everything is paid on time.
- Compose, send, received, and distributed correspondence through letters and emails.
- Manage the monthly renters needs and collect payments.
- Help keep spreadsheets for each event that feature accurate vendor, facility, and guest information along with current changes and status updates.
- Effectively handle arrangements for events, including food, decorations, and sound systems.
- Efficiently help with the vendor negotiations and relations to ensure the company budget is accurately maintained.
- Work closely with the CEO and vendors to successfully plan large-scale events, including trade shows, conferences, dinner parties and special events.
- I was asked to join a task force when the Covid-19 Pandemic started. During the time on the task force I was able to give information to key City officials about why the construction trade needed to continue to work as part of essential business.

Insurance Agent

All Insurance Access (Katy Nelson) – Topeka, KS | February 2016 - October 2017

Built trusting relationships by keeping in regular contact with clients via phone calls, mail, or email and personal meetings. Communicated with customers to better determine specific insurance needs; offered consultative solutions and made appropriate recommendations.

- Conducted seminars on topics such as how to care for your home and preparing for the unexpected.
- Customized services and products to meet customer needs.

- Developed professional relationships with associated industry professionals with the goal of building strong referral partnerships to help achieve sales quota.
- Ensured client had excellent customer service at all levels of the experience.
- Maintained accurate records and files through agency documentation system.
- Prepared sales and policy contracts.
- Provided yearly reviews for existing clients and recommended changes when life circumstances dictated.
- Remained current with new products and services by participating in continuing education and training.

Insurance Agent

Farm bureau – Topeka, Kansas | May 2011 - February 2016

Adhered to company procedures and policies including maintaining relationships that matched with company's core values.

- Assisted in the implementation of a company-wide marketing plan
- Built trusting relationships by keeping in regular contact with clients via phone calls, mail, or email.
- Communicated with customers to better determine specific insurance needs; offered consultative solutions and made appropriate recommendations.
- Customized services and products to meet customer needs.
- Ensured client had excellent customer service at all levels of the experience.

Office Manager/ CSR Manager

Farm Bureau – Topeka, KS | July 2007 - May 2011

- Coordinated meeting and travel arrangements for executives and clients.
- Created and mailed correspondence to clients, team members and departments.
- Created, tracked, and administered client invoices and payments.
- Established and maintained professional business relationships and contacts between clients and company personnel.
- Greeted guests, scheduled client meetings, and created and delivered compelling presentations.
- Handled financial transactions and reconciled company accounts.
- Implemented and enforced policies and regulations to enhance department operations.
- Inventoried and inspected office equipment and supplies, requisitioned new products and scheduled maintenance for malfunctioning equipment.
- Protected confidential company records.
- Provided front and back office assistance.
- Reviewed time sheets for accuracy and entered them into payroll.
- Trained new employees, oversaw ongoing development, and managed training materials.
- Handled agency meetings with the corporate side of Farm Bureau.
- Prepared sales and policy contracts.
- Remained current with new products and services by participating in continuing education and training.



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DATE: November 14, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Board of Building and Fire Appeals PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Cassandra Taylor to the Board of Building and Fire Appeals for a term ending December 31, 2025. (Council District No. 9)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Councilwoman Hoferer nominates and Mayor Padilla recommends the reappointment of Cassandra Taylor to the Board of Building and Fire Appeals for a two-year term that will end December 31, 2025. The position requires the member be a licensed architect and live within the city. Ms. Taylor meets these requirements.

BACKGROUND:

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

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

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C. Taylor - BBFA Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on	3 October 2023, 11:03AM
Receipt number	195
Related form version	8

Profile

First Name	Cassandra
Last Name	Taylor
Email Address	cmt@htkarchitects.com
Street Address	900 S Kansas Ave
Suite or Apt	200
City	Topeka
State	Kansas
Zip	66612
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 9
Primary Phone	7855062316
Alternate Phone	7852665373
Employer	HTK Architects
Job Title	Senior Project Manager
Which Board would you like to apply for?	Board of Building and Fire Appeals
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:	This is a reapplication for a board I have been sitting on for a couple of years now. I enjoy being able to help the city review codes and appeals related to construction projects.

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'm a licensed architect and certified interior designer that has worked in the City of Topeka since 2007. I'm a member in good standing of the American Institute of Architects, a Leadership Kansas Class of 2020 graduate, a Leadership Topeka Class of 2012 graduate and the Greater Topeka Partnership Woman of Distinction for 2019.
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.)	My architectural registration is in the state of Missouri. Kansas does not currently require a license for Interior Design.
**Please upload a resume or any additional information you believe may be helpful in considering your application.	Cassandra M Taylor Resume - city of topeka 2023-10-03.pdf

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	



[Link to signature](#)

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
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Mayor Michael A. Padilla DOCUMENT #:
SECOND PARTY/SUBJECT: Board Appointment for the Topeka Planning Commission PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Willie Brooks to the Topeka Planning Commission for a term ending November 14, 2026. (Council District No. 6)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

As a primary function, the Topeka planning commission shall have the responsibility for the adoption and recommendation to the city council of the comprehensive metropolitan plan to guide the orderly growth and harmonious development of the Topeka metropolitan area. The comprehensive metropolitan plan shall consist of, but not be limited to, the elements described in TMC 18.05.020. The Topeka planning commission shall recommend appropriate legislative, administrative or budgetary actions necessary for the governing body to implement the comprehensive metropolitan plan on or before May 1st of each year.

STAFF RECOMMENDATION:

Councilwoman Naeger nominates and Mayor Padilla recommends the appointment of Willie Brooks for a term that will end November 14, 2026. Mr. Brooks meets the residency requirement.

BACKGROUND:

This is a nine member board, created by the City. Council members nominate and the Mayor appoints. The governing ordinance, 18442, specifically states that at least six, but not more than seven shall reside within the corporate boundaries of the city. At least two, but not more than three shall reside outside the city boundaries, but within the city's 3-Mile Extraterritorial Jurisdiction. At least six shall be appointed from the private sector; at least three from the private sector shall be currently licensed or engaged or have substantial past experience in

the following fields: licensed professional engineer; licensed landscape architect; licensed architect; certified planner; registered land surveyor; licensed contractor; developer or other experienced professional working in a field related to planning or land development.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

W. Brooks - TPC Application & Resume

City of Topeka Boards and Commissions Application

Submitted on	5 October 2023, 3:19PM
Receipt number	199
Related form version	8

Profile

First Name	Willie
Last Name	Brooks
Email Address	williebrooks@kbsci.com
Street Address	1529 SW Jewell 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	7852492424
Alternate Phone	
Employer	KBS Constructors
Job Title	Preconstruction Services Manager
Which Board would you like to apply for?	Topeka Planning 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 was asked by Rhiannon Friedman concerning my interest. I would certainly be interested in this roles, as I can see its importance in helping guide Topeka in a long term sense as it relates to the planning of the City. I am a big fan of Topeka and what has been done the last decade or so. I am enjoying raising my family in this City, and I look forward with anticipation and excitement at the long term development of where this City is heading.
---	--

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.	First of I have a Construction Science and Management degree from KSU. My primary experience in the AEC industry is with preconstruction, during the design phase of a project. I work with architects, engineers, and stakeholders to develop, problem solve, and communicate with owners concerning their projects. I also spend alot of time with my local church, as well as have had involvement in Young Life and Helping International Students(HIS).
---	--

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.)	None.
---	-------

****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	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

Willie Brooks

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.



PROFILE

I have lived in Topeka since I graduated from KSU and was married a month later, and I love raising my family in this City. I have a wife and five kids, and we enjoy finding fun things to do in the City.

There is a buzz about Topeka and where it is heading and would be honored to be a part of continuing the amazing efforts of so many before me. Having vision for the long-term health development of Topeka is vital, as growth is good, but intentional smart growth is much better.

CONTACT

PHONE:
785-249-2424

EMAIL:
williebrooks@kbsci.com

HOBBIES

Family
Church
Fishing
Disc Golf

WILLIE BROOKS

KBS Constructors, Inc.
Preconstruction Services Manager

EDUCATION

Kansas State University

Graduated May 2011
BS - Construction Science and Management
Minor – Leadership Studies

WORK EXPERIENCE

KBS Constructors Inc. – Project Manager

2011 - 2015
-Coordinated, procured, and executed projects to meet project goals.

KBS Constructors Inc. – Estimator

2015 - 2018
-Developed, coordinated, and reviewed pricing for construction projects during various stages of project development.

KBS Constructors Inc. – Estimating Manager Topeka

2018 - 2021
-Developed, coordinated, and reviewed pricing, project phasing and logistics, and schedule for construction projects during various stages of project development.

KBS Constructors Inc. – Preconstruction Services Manager

2021 - Current
-Develop, coordinate, review, oversee all aspects of construction projects during the project, primarily in a design/build role.
-Develop, coordinate, and review standard operating procedures for the preconstruction department.

COMMUNITY

Lion and Lamb Church

Teacher and Homegroup Leader

Ignite Hybrid School

Board Member

KBS Constructors Inc. Foundation

Board Member



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE:	November 14, 2023	
CONTACT PERSON:	Richard U. Nienstedt, Interim City Manager	DOCUMENT #:
SECOND PARTY/SUBJECT:	Camping Ordinance Update	PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #: PAGE #:

DOCUMENT DESCRIPTION:

Camping Ordinance Update

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Presentation - Camping Ordinance



CITY OF
TOPEKA



Camping Ordinance Update

November 14, 2023

- In September the Governing Body amended the existing camping ordinance to add new restricted areas.
 - Effective date set for November 17, 2023
- Staff are requesting to delay the enforcement of the newly included areas due to several factors:
 - Timing – upcoming winter weather
 - Resources
 - Homeless initiative process underway
- Stepped up enforcement of the current existing no camping areas will begin immediately.
 - Focus on proximity to infrastructure and in our business corridors
- We will prioritize connecting those who are unsheltered with resources





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Randi Stahl, Director of Information Technology DOCUMENT #:
SECOND PARTY/SUBJECT: Revize, LLC PROJECT #:
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Information Technology Consultant and Specialized Technical Support Contract between the City of Topeka and Revize, LLC in an amount not to exceed \$139,100 for consulting services.

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

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

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

BACKGROUND:

Whereas the City issued RFP Event 2766 for professional services on March 7, 2023, and received 17 responses. Those proposals were evaluated by the evaluation committee. Revize demonstrated to be the most qualified firm for performing the project scope of work that the City requires for the website redesign and deployment.

Services include the assessment of current configurations, mockups, HTML development, CMS integration, quality assurance, testing, and site mapping for the development and deployment of an updated www.topeka.org

website. This includes website administration training for city staff.

BUDGETARY IMPACT:

Service Cost: (See page 6 of attached contract)

- \$139,100 for first year project costs including design, implementation, training and first year hosting.
- \$16,500 each year for subsequent three years for hosting and maintenance costs.

SOURCE OF FUNDING:

Information Technology Fund

ATTACHMENTS:

Description

Revise Contract

RFP Event Preview

RFP Specifications

Revise Proposal

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Topeka, Kansas ("CLIENT") and Revize LLC, aka Revize. Federal Tax ID# 20-5000179 Date: 10-17-2023

CLIENT INFORMATION:
Company Name:
City of Topeka
Company Address:
620 Madison St.
Company City/State/Zip:
Topeka, KS 66603
Contact Name:
Katy Jackson 785.368.2578
Billing Dept. Contact:
kljackson@topeka.org
CLIENT Website Address:
www.topeka.org
REVIZE LLC:
Revize
150 Kirts Blvd.
Troy, MI 48084
248-269-9263
Scope of Work:

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Estimated Duration	Description
1 week	Phase 1: Project Planning and Analysis (includes ongoing project management): - Revize will conduct one (1) in-person or virtual kickoff meeting with the client. Revize will provide a sample schedule. - Revize will provide a sample sitemap and site mapping process overview. - After the overview, Revize will provide a detailed project plan that assesses key findings and details. - Revize will facilitate a follow-up meeting to review project plan and custom functionality needs via web/phone conference. - Client will (prior to kickoff meeting) register in Revize project portal, complete design questionnaire, upload at least 20 preliminary photos, and provide Revize with a kickoff meeting schedule. - Client representative will be asked to participate in a follow-up meeting to review the project plan. - Content and custom development needs analysis and inventory begin during this phase. Deliverables: - Kickoff meeting (Revize & Client) - Project plan (Revize) - Sample sitemap & site mapping process overview (Revize) - Client process & documentation reviews (Revize & Client) - Project portal registration (Client) - Design questionnaire (Client) - Online survey (Revize)
6 weeks	Phase 2 – Design Mockups/Wireframes: - Within (5) five weeks of the kickoff meeting, Revize will provide (1) one custom homepage mockup, and to (3) three basic interior page mockups with unlimited rounds of changes. - Revize will provide up to 5 unique mockups for City-identified departments. - As deemed appropriate by Revize, additional wireframes may be delivered to provide a view of custom functionality or other areas of the site that are of particular importance. (Intended to focus development efforts later in the project.)

	• Revize will provide revisions to each mockup based on feedback received from the client. There will be no limit to the amount of revisions Revize will provide to each mockup, • Web/phone meetings may be necessary between each round of mockups/wireframes. • Within (10) ten business days of acceptance of the first mockup, the Client shall provide design feedback/change requests to Revize through the customer portal in a single list. Feedback should be what the Client website committee agrees to together. Any lists that have requests that compete with one another may result in delays. • Revize will return an updated mockup based on that feedback to the Client. Delivery time is dependent upon amount and specifics of feedback. Large lists of feedback may take longer. Depending on the number of rounds, this process can cause delays to the timeline. Any such anticipated delays will be communicated to the Client in writing. • When the client considers the mockups final, they will indicate their approval in the Revize project portal. • Based on previous sitemap process overview, the Client will decide whether they would like to create a sitemap or whether they would like Revize to create the sitemap. The sitemap should be provided in Excel or Word format. Existing pages that the Client wants to be rebuilt in the new site should be linked with the correct URL and include any notes for functionality of the new page. New pages should include a page name and brief description of the page functionality (e.g. freeform page style, staff directory, document center, etc.) Next steps cannot begin until main client homepage mockup is approved. Deliverables: ○ Wireframes (Revize) ○ Feedback list (Client) ○ Homepage wireframe approval (Client) ○ Sitemap start (Revize or Client)
2 – 10 weeks	Phase 3 & 4 – Revize Template Development and CMS Integration: • Revize will develop the approved mockups in HTML pages making them clickable and resizable. • Following HTML development, Revize will add in the Revize Content Management System which makes the website easily editable. • Integration with all 3rd party web applications will begin during this phase. Integrations will be implemented by a combination of Revize and Client depending on the individual features/limitations of each integrated 3rd party application. Client and Revize will discuss and align on who is responsible for respective integrations either in a meeting or in the project portal. • Phases three (3) and four (4) do not require much involvement by the Client. However, the Client should ideally begin working on a final sitemap and begin writing any new content during this phase. The Client can write content in MS Word and provide to Revize via the project portal, or add directly into the beta website after Phase seven (7). Deliverables: ○ HTML templates (Revize) ○ CMS configuration (Revize) ○ 3rd party web app integrations start (Revize)

3 weeks (overlaps with remaining phases)	Phase 5 – Quality Assurance, Accessibility, & Custom Development: - Revize will review all developed assets for functionality. The development team will review functionality, style sheet, and formatting to check for errors and verify the site matches approved design mockups. - Any custom needs identified earlier in the project will be executed during this phase and tested for quality assurance. - Revize will perform ADA programming and beta site review with the Client. - Phase five (5) does not require much involvement by the Client. However, Revize may request an online web meeting to discuss the progress of particular custom development. - Revize may also ask the Client to review/approve changes that are suggested by Revize for accessibility reasons. Deliverables: - Quality checks (Revize) - ADA programming (Revize) - Final sitemap & approval (Revize & Client)
5 – 6 weeks	Phase 6 – Sitemap Development and Content Migration: - Revize will deliver a suggested sitemap in Excel (or similar) format for the website prior to this phase, unless the Client has chosen to create their sitemap. Client and Revize will review and provide updated versions for approval. Pages will be built out one-by-one according to this previously approved sitemap architecture. Pages that are not linked in the sitemap will be created as blank pages. - Migration (including spell checking and style corrections) includes all webpages, documents, and new content relevant to the amount on the current website, or 3,000 total, whichever is less. Revize recommends the Client off-load as much content as possible, in accordance with best practices, which will keep webpages, documents, and content below the 3,000 limit. - To avoid delays, the Client should plan to approve a sitemap before this phase. - For any new content the Client would like Revize to add into the website, the Client should provide either directly from the old website or in an MS Word format. Otherwise, the Client will have the opportunity, and access, to add new content before Go Live. - After migration, Revize will provide the beta site with built out pages and content for the Client to review. Deliverables: - Sitemap development (Revize or Client) - Content migration & new content (Revize & Client) - Redirects & domain forwarding (Revize) - Beta site (Revize)
1 – 4 weeks	Phase 7 & 8 – Core Content Editing Training, Beta Site Review and Testing, Full Staff Training, and Go Live: - Revize will conduct a review of the beta site followed by a core team training (smaller group). This is a full training of the CMS editing on the new site, typically for a smaller group that will have first access to the website before releasing to day-to-day content editors. This session is typically faster paced and covers more features than the full staff training. - After the beta site review, the Client may request tweaks to the functionality of the website. - After Client core group of editors has made initial tweaks, User Experience (UX) testing can occur. Client is responsible for gathering up to (10) ten resident volunteers for UX covering as many user personas as possible. Revize will conduct the UX sessions virtually (or in person if resident requests). Client may provide observers for these sessions, but the number of observers must be reasonable to avoid disruption or impact to the UX.

	- Revize will conduct a separate full staff training for all CMS editors virtually. This session is for the larger group of content editors. It is generally slower paced and covers less features than the core admin training. - Each training schedule will include editor training and administrator training, respectively, with a question and answer period. Training sessions are generally (3) three hours each, and can be split into (2) two ninety-minute sessions. There is no limit on the number of training sessions before Go Live, but Client should consider that extensive requests for training sessions can lengthen the time for Go Live. - Post-launch, Revize will provide the Client access to further training materials including on-demand videos, FAQs, and tips built directly into the CMS. Additionally, with Client's permission, Revize will record the trainings for review in the future. - Revize will review any change requests for feasibility and scope conformance before they are completed. - Revize will conduct a meeting with Client IT department before Go Live to discuss the process and establish a pre-Go Live checklist (e.g. SSL certificates, redirects, subdomains, etc.). - Retraining is available anytime after Go Live. Revize will also provide on demand videos, FAQs, and tips built directly into the CMS. And, with Client's permission, Revize will record the training for Client to review in the future. - Client should provide a date and time via the project portal to conduct beta site review and training. - After training, the Client will complete any final content polishing. This may include adding in different header photos, post migration content, or basic tweaks. - Client may also request functional tweaks to the site based on their review or results of user experience (UX) testing. - Client should provide a list of pre-Go Live questions to Revize for review and discussion. - When ready for the site to be pushed live, the Client will make a request in the project portal at least 48 business hours before the desired Go Live time. Revize will provide the Go Live instructions before that time. - Client is responsible for decommissioning the old website. - Revize will set up and maintain its own up-time monitoring tools for the website. The Client should also implement and maintain their own SCOM reporting tool to provide cross-reference reports to Revize in the event any downtime credits are requested. Deliverables: - Core team training (Revize) - Full CMS editor staff training (Revize) - Desktop & mobile functional testing (testing will be performed using the latest versions of commonly used desktop and mobile browsers) (Revize & Client) - User/Client acceptance testing (Revize & Client) - Go Live prep checklist (Revize) - Go Live instructions (Revize) Client Dependencies for Go Live: - Configuration of firewall - Approval to launch - DNS update	
21 – 27 weeks	Total Website Development and Implementation Cost	\$122,600.00
	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$16,500.00



	Grand Total First Year	\$139,100.00
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Proposed Project Schedule

Phase	Estimated Duration
Phase 1: Project planning & analysis	1 week
Phase 2: Design mockups/wireframes	6 weeks
Phase 3: HTML template development	2-4 weeks
Phase 4: CMS integration & module setup	5-6 weeks
Phase 5: Custom development & quality assurance testing (ongoing)	3 weeks (overlaps with remaining phases)
Phase 6: Sitemap development / content migration	5-6 weeks
Phase 7: Content editor & web administrator training on new site, final content changes, & Go Live prep	1-3 weeks
Phase 8: Go Live	1 week
Full project average	21-27 weeks

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 69,550.00	Net30 Upon Contract Execution	50% 1 st Year Project Costs
\$ 34,775.00	Net30 Upon Completion of Phase 4	25% 1 st Year Project Costs
\$ 34,775.00	Net30 Upon Completion of Phase 7	25% 1 st Year Project Costs
\$ 16,500.00	12/1/2024	Year 2 of Annual Hosting & Maintenance
\$ 16,500.00	12/1/2025	Year 3 of Annual Hosting & Maintenance
\$ 16,500.00	12/1/2026	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Ray

Name of Authorized Person:

Richard U. Nienstedt

Akshaya Ray

Title of Authorized Person

Interim City Manager

Principal Owner, CEO

Date:

10/25/2023

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880



mf

jt

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration beyond 3,000 pages, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month. Revize will notify Client if suspected bandwidth exceeds 120% of allowable usage for at least two months in a row.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage. Revize will notify Client as soon as 85% of website storage is reached.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Kansas.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 business hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 6 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract. If Client chooses to host, minor updates for Revize-hosted clients will not be pushed out to self-hosted clients until a more major update is released.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc. If bid tabs are necessary to include on the website, Revize will upload them in bulk as an FTP area of the website. Ordinances will be migrated in Client's chosen format. Revize will notify the Client if irrelevant data is being stored and will allow (30) thirty days for removal. Revize will assist the Client through the process.
13. After content migration and core group training is complete, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize requires a 60-day written termination notice in advance before the next annual renewal date.

Revize will integrate the following web applications & features into your website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps:

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter ("X") Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps:

- Citizen Request Center with Captcha
- Curated Search
- Online Interactive Forms with Bookables
- Public Service Request App
- Citizen Connect (Community Blog)
- Online Bill Pay (Either Client's current vendor by linking or embedding, or with Revize's online interactive forms system that has pre-approved already integrated payment processors.)
- RSS Feed

Staff Productivity Apps:

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet (consisting of either a password protected page/group of pages, or a cloned version of the main website modified for use as an intranet and hosted within the City's internal network)
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving (no direct limit on storage)
- Website Content Scheduling

Site Administration and Security Features:

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features:

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

Additional applications & features (not included):

- Any additional applications not deemed by Revize as fundamental to core functionality of the website are the full responsibility of the Client. These include apps the Client decides to purchase from an outside vendor such as MailChimp, Survey Monkey, Hotjar, etc.)
- Non-native analytics and reporting tools, such as Google Analytics (GA). While Revize recommends the use of Google Analytics on the website, the Client is responsible for account creation and configuration. Revize will add code snippets from Google Analytics into the website once provided by Client.

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between the City of Topeka, Kansas (known in this agreement as *Client*) and *Revize LLC.*, for support services to be provided by *Revize LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Revize LLC.* and *Client* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *Client* achieves the provision of a high quality of service for end users with the full support of *Revize LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Revize LLC.* and the level of service which can be expected by *Client*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Revize LLC.* requires *Client* to extract from end users prior to *Revize LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving thirty (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon thirty (30) days' written notice to *Revize LLC.* In the event of such a termination without cause, the *Client* shall pay *Revize LLC.* for all services rendered prior to the termination.

As *Client* is a municipality and subject to the Kansas Cash Basis law, if the governing body fails to appropriate funds to continue this Agreement, *Client* may terminate the Agreement at the end of the current fiscal year. *Client* agrees to provide written notification to *Revize LLC.* at least 30 days prior to the end of the fiscal year. *Client* shall pay *Revize LLC.* for all services rendered prior to the end of the fiscal year.

1.4 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and Revize LLC. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

Client and Revize LLC. nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

<i>Client:</i>	<i>Katy Jackson – IT Information Services Director</i> <i>785.368.2578</i>
<i>Revize LLC.:</i>	<i>Joseph Nagrant –</i> <i>Business Development Director</i> <i>248-269-9263</i>

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize LLC. **This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement.** In the event of a discrepancy between actual and targeted service levels both *Client* and Revize LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

Client Responsibilities

2.1 Functional Overview

The purpose of this section is to detail the *Client* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client's* contracted services with *Revize LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize LLC*. specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize LLC*. as per method detailed in section 4
- Fault resolution monitoring, production, and distribution of Service Level Monitoring reports as and when required.

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the client as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document. *Client* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *Client* or Revize customers, natural disasters, acts of god, etc. In such an event, Revize agrees to initiate communication with Client in a timely manner, highlighting the issue/challenge, and if known, an estimated time to resolution.

Table 2.2 - Response Priority

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

2.3 Client Guide for Support (Report Method Details) – Fault Matrix

Crisis:

- Crisis issues are issues that make your website completely inoperable. In this case you should call our tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers

Urgent:

- Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.revize.com
- Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

Critical:

- Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

Normal:

- Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Request for Service:

- Requests for service are completed with the mindset that we do not “nickel and dime” our clients. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Revize will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.revize.com. Revize agrees to confirm receipt of Request for Service within 48 hours after Client submits the request, and will follow up with an estimated timeline for completion when available (if the request is achievable). If there is no charge, Revize will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize LLC*. In the event the Client initiates a support request via the support telephone, Client will also follow up by submitting a support ticket in the project portal for proper tracking.

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize LLC*. and a *Revize LLC*. representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the client of the receipt of the fault/request from *Client* and provide the client with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the client, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived “quick fix” to take multiple working days, or a perceived long-term request to be completed in a matter of hours. When possible, Revize will provide an estimated time of resolution upon initial report from the client. If, after further investigation, Revize determines the expected time to significantly change, Revize will contact the client to discuss the details and new suspected time frame.

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *Client* using software of their choice. If *Client* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Revize LLC*. of the issue.

Upon resolution of downtime issue, if *Client* suspects the 99.99% was not met, *Client* agrees to provide information to *Revize LLC*. which includes a System Center Operations Manager (SCOM) report and a written narrative describing any details of the perceived downtime issue. Upon *Revize LLC*. review and concurring thereof *Revize LLC*. customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *Client*.

2.5 Website Application Availability Credit Table

Table 2.5 – Website Application Availability Credit Table Website Application Availability %		Credit % for Monthly Portion of Annual Services Fee
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

3. Revize LLC. Responsibilities

3.1 Functional Overview

Revize LLC. is a provider of computing software maintenance service and support to the *Client*.

3.2 Hours of Operation

A *Revize LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Eastern Time Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Revize LLC.* does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Revize LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Revize LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize LLC.* Support staff for the purpose of gauging *Revize LLC.* performance.

3.4 Website Application Availability

The *Revize LLC.* agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Revize LLC.* will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. Client may request other updates/features that necessitate downtime as well.

Revize LLC. will notify client when expected downtime is greater than 15 minutes.

4. Supported Products/ Applications/Systems

4.1 Software Support Services

Software Products Supported:

- Revize CMS
- Hosted Website
- Source Files (relevant to underlying CMS code)
- All Included Revize Web Applications (Revize can offer support for integrations impacted by changes in 3rd party applications. However, general functionality and in-app support for 3rd party applications is expected to be coordinated by the Client and performed by the support staff of the 3rd party.)

Contact Details:

Live Phone Support:

248-269-9263

Customer Portal:

www.support.revize.com

Email (Unofficial Channel):

Support@revize.com

Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Revize LLC.*, as described in Section 2.4 of this document, to the client as detailed on the *Client* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize LLC.* At support.revize.com
- Telephone contact by *Client* operator.

4.2 Information to be provided by Client for Timely Response:

- Complete description of issue
- Time estimate of when client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Revize LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Revize LLC.* will provide *Client* with details of resolution.

Other (Details):

Revize LLC. maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at support.revize.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on.

Revize will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

5. Revize CMS License

5.1 Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT, provided all payments for the entire length of the contract is fully paid. Notice of termination must be in writing and given to the non-terminating party at least 30 days prior to the effective date of termination. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided-upon hosting architecture.

Products Provided to Client Include:

- Revize CMS License
- Hosted Website
- Source Files (relevant to underlying CMS source code)
- All Included Revize Web Applications



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2023

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 Insurance Providers of Michigan, Inc. 3001 W. Big Beaver Rd. Suite 117 Troy MI 48084		CONTACT NAME: PHONE (A/C, No, Ext): 248-325-9469 FAX (A/C, No): 248-504-5580 E-MAIL ADDRESS: tdinsuranceproviders@gmail.com	
INSURED Revize, LLC 1890 Crooks Rd Troy MI 48084-5506		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 20230815105141145

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			35SBAAZ0A0F	09/10/2023	09/10/2024	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			35SBAAZ0A0F	09/10/2023	09/10/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
C	☒ UMBRELLA LIAB			35SBAAZ0A0F	09/10/2023	09/10/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE	\$ 1,000,000
	☐ CLAIMS-MADE							\$
	DED ☒ RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			35WECAZ0ABB	09/10/2023	09/10/2024	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional liability & Cyber liability			357E561865	09/10/2023	09/10/2024		\$2,000,000 \$2,000,000

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

Software and web design

CERTIFICATE HOLDER

CANCELLATION

Insured copy

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

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CITY OF TOPEKA

Event # 2766-0

Name: City Website Redesign and Development

Reference: Website Redesign and Development

Description: The City of Topeka is requesting proposals from website design and development firms or independent contractors that are qualified and capable of providing complete and comprehensive website redesign, development, and deployment.

Buyer: Dawn Lacy

Status: Draft

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 03/07/2023 01:31:00 PM

Open: 03/07/2023 01:30:00 PM

Q & A Close: 03/28/2023 05:00:00 PM

Close: 04/04/2023 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitations or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers to enhance the competitive sealed bidding process. The City is unable to include every supplier in all events that they may be able to quote on. Registration on this site does not guarantee your organization notification of every bidding opportunity.

Event # 2766-0: City Website Redesign and Development

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.

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.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications, or any term or condition that they believe restricts competition, bidders must contact, in writing, the Procurement Buyer assigned, no later than five (5) days prior to bid closing. Upon receipt, the Procurement Buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid letting or a bid award.

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

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Event # 2766-0: City Website Redesign and Development

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 NameCompany Address

Signature and TitleDate

Revised 01-10-01

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

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

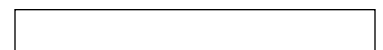
All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

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. 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. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee 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.



Event # 2766-0: City Website Redesign and Development

5.DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6.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 age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law 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.

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees 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.

9.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.

10.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.

11.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: _____

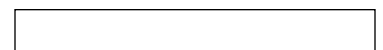
Terms and Conditions

STANDARD TERMS AND CONDITIONS

Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

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 the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. NEGOTIATED PROCUREMENT: The City reserves the right to negotiate with the selected bidder of this solicitation. The final



Event # 2766-0: City Website Redesign and Development

evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)

4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. 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:** All questions shall be submitted during the open questions period section of the City's online bidding portal. 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 solicitation. Any and all binding modifications to the solicitation shall be made by addendum.

6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. 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 and issued by addendum.

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 the solicitation.

8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:

- Adequacy and completeness of proposal;
- Compliance with the terms and conditions of the request;
- Experience in providing like services or products;
- Qualified staff;
- Methodology in accomplishing objectives;
- Response format as required by this request;
- Price; and
- Any other requirements specific to the service or product as outlined by the City of Topeka.

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 solicitation; and unless otherwise specified, to accept any item in a proposal.

10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.

11. **CONTRACT DOCUMENTS:** 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, if incorporated in the Contract;
- Written modifications to the executed contract;
- Written contract signed by the parties;

12. **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.

13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated 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 solicitation. 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.

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

15. **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.

16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022



Event # 2766-0: City Website Redesign and Development

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

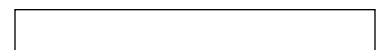
(g) Organizational chart

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.



Event # 2766-0: City Website Redesign and Development

Insurance Req with Errors and Omissions Coverage

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

Professional Liability (Errors and Omissions)

Provide separate "claims made" form

Per Claim \$1,000,000

General Aggregate \$2,000,000

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

Attachment

Event 2766 City Website Redesign and Development RFP.pdf

Event 2766 Pricing Proposal Worksheet City Website Redesign and Development RFP.xlsx

Commodity Codes

Event # 2766-0: City Website Redesign and Development

Commodity Code	Description
915	COMMUNICATIONS AND MEDIA RELATED SERVICES
918	CONSULTING SERVICES
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICE

Line Details

Line 1: Redesign and Development

Description: Enter 1.00 in the unit cost field. Proposers must upload and attach their technical proposal and separate pricing proposal form as outlined in the RFP specifications with their response. You must click SUBMIT in order submit your proposal.

Item: CITY WEBSITE Redesign and Development

Commodity Code: 920 DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICE

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2023

Require Response: Yes

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	6131259120	52900	100.000%



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

WEBSITE REDESIGN AND DEVELOPMENT SERVICES REQUEST FOR PROPOSALS

I. INTRODUCTION

The City of Topeka (City) is requesting proposals from website design and development firms or independent contractors that are qualified and capable of providing complete and comprehensive website redesign, development, and deployment.

II. BACKGROUND

The City works with neighborhoods and community members to ensure an atmosphere of fairness, equity, and inclusion, while also improving and enhancing neighborhood revitalization, economic development opportunities, and improving the area's business climate. According to the 2022 Census, the City has an estimated population of 126,587 with just over 54,000 households. Hispanic and Latino residents account for approximately 15.3 percent of the City's residents, and many speak English as a second language. The City has a vibrant, mixed economy featuring a strong City business core, a number of corporate headquarters, and is home of the State Capitol. Transportation issues, along with development, and affordable housing are some of the City's largest issues.

Like cities throughout the country, the City is currently undergoing significant changes in the programs and services it provides, and how it engages and interacts with residents. Those changes include a significant shift in resources from in person operations to online activity. The City is prepared to embrace these changes.

III. TOPEKA.ORG

Despite the ever increasing online activity, the City's website is due for a redesign. The purpose of the web redesign and deployment project is to update the City's website to include new design features that increase usability and assist with government transparency.

These expectations are currently hindered by the following issues:

- A. The current City website is large and complex, making it difficult to navigate through the site and find content.
- B. One of the challenges the City is trying to address, is whether or not the information contained should be department specific or service specific. For example, a resident end user will not know that permit applications are under the Development Services department on the City website.
- C. The City publishes hundreds of calendar entries each month and must present them to the Topeka community in a simple, easily discoverable way.

IV. PROJECT OBJECTIVES

The City's new site should engage visitors by presenting attractive visual images, intuitive navigation, and concise messaging, while at the same time increasing functionality and ease-of-use.

The City of Topeka needs a content management system with tools and features to easily create, organize, manage, and edit content.

The City is open to both open-source and proprietary content management systems. We are interested in platforms designed specifically for local governments as well as platforms used more widely by complex service organizations. To be effective, the new City web site must be:

- A. Intuitive Site-Navigation
- B. Visually pleasing
- C. Informative
- D. Safe and secure
- E. Quick to load and operate
- F. Responsive design
- G. Search Engine Optimized with proper Keyword Research
- H. Unified design that is in compliance with existing city branding standards and all current web standards, including ADA
- I. Is easy to maintain
- J. Is easy to expand to accommodate new content

V. CURRENT ENVIRONMENT

The City's current website has several applications that are displayed within and/or as stand-alone site pages. These applications are included in the below table. The City is looking for a more seamless experience within the new web-site architecture/design that would reduce the outward visibility of these different applications within the site.

To accomplish this the City is looking for potential integrations and/or plug-ins to the system applications currently in use. Please see the next table.

Current Application	Application Notes/Description
Code Publishing Co	Used to display the Topeka Municipal Code
Cityworks PLL	Planning, permit, and licensing processing application
ESRI ArcGIS	Spatial record of Town assets and current platform used for the City's open checkbook and vendor evaluations
FullCourt	Municipal court case application
Open Forms	Used for embedding surveys on pages with email notifications
Microsoft Office 365	Package of standard Microsoft Office products used across the calendars, presentation, office documents
MS Power BI	Reporting tool
MyGov	Used to capture and bill Code Violations
Passport	Parking Permit and on-street management System
Paymentus	Online credit card payment and IVR provider
Tyler Systems	Police and Fire incident application
Granicus/Novus	Council Meeting Agenda and Public Meeting Management

VI. SCHEDULE

The City anticipates beginning this project no later than May 1, 2023, after contract negotiations are complete, with a project completion date of December 31, 2023.

A. Technical Requirements

1. Assist with installation and configuration of all the necessary environments (Test and Production)
2. Create the ability to refresh environments from Production, when necessary
3. Support for Google Analytics

B. Functional Requirements

1. Calendar system that provides for multiple individual calendars that can also be rolled up into one calendar
2. Provide templates to allow content contributors to easily create the various content types required for the City site
3. Ability to version pages and revert to prior versions
4. Ability to stage and expire content by date and time

5. Must maximize search engine optimization through strategic mark-up language and content
6. Ability to easily attach and work with images and photos in the editor
7. Ability to easily embed video images into webpages
8. The ability for users to report problems and ask questions
9. Centralized image and photo libraries for managing website assets
10. Ability to display streaming video feeds
11. Ability to embed other sites and applications into the website (iFrame)
12. Provide tools for creating and managing news items and press releases
13. Ability to provide an RSS feed of news items
14. Must use the latest security techniques to prevent hacking
15. Provide tools to embed social media feeds into website pages
16. E-Mail Notifications: Provide a user-friendly way for residents to sign-up and receive E-mail notifications
17. Emergency Notification: Ability to display an emergency message on a scroll across the website
18. Multiple language support through localized translation as well as high-quality machine translation. Additionally, the city is interested in seeing various options for automated translation that are accurate and can be adjusted.
19. Role-based access to content creation and editing
20. Must include City branding guidelines in the design
21. Identify the optimum server platform and development language for the new website, considering both functionality and cost

VII. TRAINING REQUIREMENTS

- A. Provide training for administrators
- B. Provide a training manual for content contributors

VIII. MINIMUM QUALIFICATIONS

Contractors shall demonstrate past experience in meeting these minimum qualifications. Those that do not meet or exceed these minimum qualifications shall be considered non-responsive by the City without further consideration.

- A. Contractors must provide sufficient detailed information that demonstrates successful completion of comparable work on similarly complex projects for public entities
- B. Experience developing websites that utilize current design best practices (including flexible designs for desktop, mobile, tablet, etc.)
- C. Experience developing websites that comply with WC3 Priority 1 Accessibility Guideline and Section 508 of the US Rehabilitation Act to provide optimal accessibility to users

IX. DEMONSTRATION OF EXPERIENCE

Contractors must provide three examples and references with information that clearly demonstrates similar project experience in the areas listed below. Information provided must include company name, project name, company contact name, phone number, e-mail address, and project budget.

- A. Provide examples of contractor's work with organizations whose customers represent the full spectrum of a community with similar demographic diversity to the City of Topeka
- B. Provide examples of contractor's work with public sector organizations
- C. Provide examples demonstrating expertise in IA and UX to drive flexible design that performs effectively on desktop, mobile, and tablets across all operating systems and in multiple browsers

X. PROPOSAL FORMAT

The technical proposal submitted shall contain the following information in the order listed and shall not exceed 20 total pages.

- A. Signed introductory letter to include a statement that the contractor agrees to all of the requirements and conditions stated within the RFP bid event
- B. The proposed scope of work for this project including a summary of the deliverables to be provided to the City by the contractor
- C. A proposed schedule including personnel and time for the completion of the work by the contractor to also include:
 - 1. A summary table, to be included in the proposal listing the amount of estimated time in hours to be spent on each task identified in the schedule of tasks provided herein and the classification of each type of personnel to be used by the contractor. The spreadsheet shall show the hours to be spent on each task and the classification of personnel to be assigned to do each task.
 - 2. Identify any special services to be provided by resources outside of the firm.
- D. A description of the project team. The experience and qualifications of the contractor to complete this project.
- E. Identify the availability of key project personnel by showing the percent of the time the team members have to work on this project and identify key personnel critical to the project's completion
- F. Information about other work performed by the contractor on projects similar to this project and at least three references from other clients with whom the contractor has performed similar services include sample drawings. Refer to the above section for demonstration of experience.

G. Pricing Proposal. Provide a separate pricing proposal using the provided Pricing Proposal Worksheet (Required). Costs provided shall represent the full cost of the proposed project to complete the project with subtotals by each task. Pricing proposal shall include the following five specific factors related to costs. Proposers must describe the website redesign service that the City will receive for the cost listed in the pricing proposal. Include a realistic implementation plan with a detailed description of the costs.

1. Using the contractor's proposed schedule, outline the milestones and costs related to each for project completion.
2. List all additional costs that will be needed to complete the project. All fees proposed shall be considered as all-inclusive. No additional fees shall be considered if those fees are not listed as either a primary fee or as an optional fee.
3. Include the Training costs based upon a remote platform
4. Include a blended hourly rate for any further and/or future website enhancements not included in the proposal. Hourly rates shall be guaranteed for five years post launch of the redesigned website.
5. Annual licensing/maintenance costs associated with the proposed solution for the next three years.

XI. SUBMITTAL REQUIREMENT

The City intends to issue a purchase order after successful negotiation and contract execution with the most qualified contractor, with reasonable promptness, to the highest scoring responsive and responsible contractor that meets the RFP requirements and specifications. The City does not guarantee to make any purchase based upon this RFP. Bidders are requested to propose the best and most cost-effective solution(s) to meet the City's requirements, while ensuring a high level of service.

There should be no contact made with members of the City's Governing Body, the Mayor, or any other City official or department personnel other than the Purchasing Buyer or their designee regarding this RFP.

The City reserves the right that in the event only one proposal is received in response to the RFP, the Director of Contracts and Procurement and the City Department, may re-solicit for the purpose of obtaining additional proposals and competition if it is in the best interest of the City.

XII. SELECTION OF VENDOR

The evaluation process will be based primarily on the following factors.

- A. 30% Experience, qualifications, and availability
- B. 20% Demonstrated understanding of the project
- C. 20% The scope of work to deliver the desired end product
- D. 15% Proposed schedule to complete the project
- E. 10% Project references
- F. 5% Pricing proposal

XIII. TERM OF AGREEMENT

The resulting agreement with the contractor shall become effective upon the date of execution and shall remain in effect through December 31, 2023 or until project completion and the City's acceptance of deliverables, whichever comes first, or until canceled by either party with thirty (30) days written notice. The resulting agreement will be in the form of a 'not to exceed' amount based on the negotiation process. The resulting agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



The Government Website Experts

WEBSITE PROPOSAL FOR The City of Topeka, Kansas

Revize is a Minority Business Enterprise (MBE)

Prepared by Thomas J. Jean

Thomas.Jean@revize.com

150 Kirts Blvd. Troy, MI 48084

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com April 4, 2023

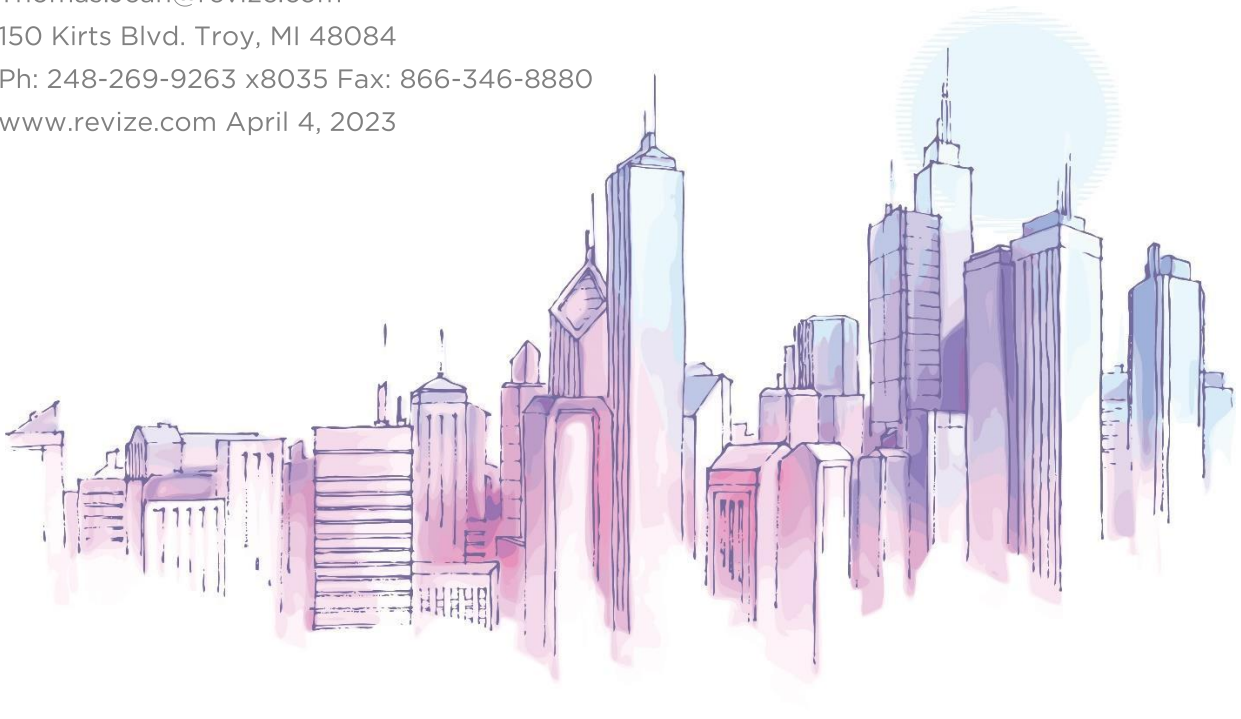


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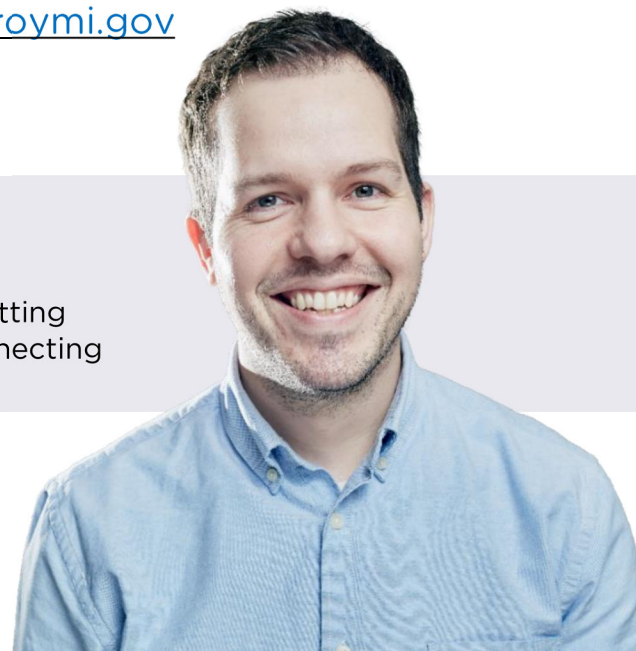
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Proposed Schedule	12
Similar Projects/References	13
Project Team Description/Time Allocation	18

Revize Clients!

- Arcadia, CA www.arcadiaca.gov
- Clark County, NV www.clarkcountynv.gov
- Des Moines, IA www.dsm.city
- Gatlinburg, TN www.gatlinburgtn.gov
- Glencoe, IL www.villageofglencoe.org
- Largo, FL www.largo.com
- Myrtle Beach, SC www.cityofmyrtlebeach.com
- New Bern, NC www.newbern-nc.org
- Olympia, WA www.olympiawa.gov
- St. Petersburg, FL www.stpete.org
- Troy, MI www.troymi.gov
- And Many More!

**Michael Bruckner, Assistant to the City Manager,
City of Arcadia, CA**

“Revize has done it again! Another game changing, cutting edge website that moves the industry forward by connecting citizens to services in as few clicks as possible.”



Introductory Letter

Dear City of Topeka Website Selection Committee

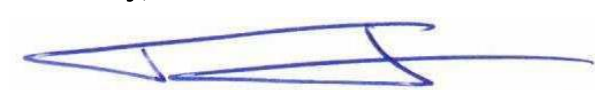
Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Revize has reviewed the RFP in full and claims no major exceptions or deviations. In some cases, we may propose alternatives. Where possible, we have noted those throughout our proposal.

If selected, Revize will build the City a modern and clean website that will allow citizens to find what they are looking for intuitively and easily.

To accomplish this, Revize will provide an in-person or virtual discovery process. Our team will meet with you to review the current website, and set goals for the new website. These meetings will include the web team, department representatives, staff, and citizens. From those meetings, we will develop a refined project plan that will summarize key goals and objectives. Next, we will provide 100% custom-designed mockups of the homepages, interior pages, and subsites. We will provide an unlimited number of revisions to those mockups until you are satisfied with the look and feel. After that, we will code out the website, add in our CMS technology, and build out each new website page using our best-practices approach. We will also include our full suite of apps and modules like an improved City calendar, Public Service Request System, Drag-N-Drop forms, intuitive navigation, and much more to enhance the usability of the website. We will then provide training for as many staff members as you like and work with you to make final tweaks. After that, we will lead the website project through go-live, providing excellent tech support for as long as you are a Revize client!

Sincerely,



Thomas J. Jean - Project Manager - 248-269-9263 x8035 - Thomas.Jean@revize.com

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

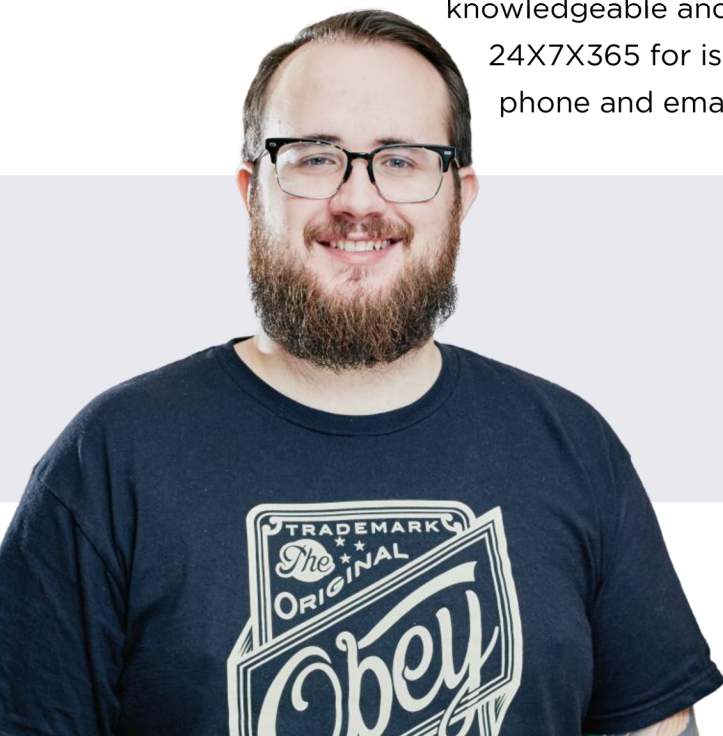
- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Proposed Scope of Work

Phase 1: Kickoff Meeting and Discovery (Includes ongoing project management)

Revize:

- Revize will conduct an in-person or virtual kickoff meeting with the client. (Sample schedule to be provided by Revize.) .
- Sample sitemap provided by Revize and site mapping process overview
- After meeting, Revize will provide a detailed project plan that assesses key findings and details.
- Revize will facilitate a follow-up meeting to review project plan and custom functionality needs via web/phone conference

Client:

- Before kickoff meeting client is required to register in Revize project portal, complete design questionnaire, upload at least 20 preliminary photos, and provide Revize with a kickoff meeting schedule.
- Client representative will be asked to participate in a follow-up meeting to review the project plan

Revize Estimated Hours Spent on Task - Approximately 75-100 (Project Manager)

Phase 2: Design Mockups/Wireframes

Revize:

- Within (5) five weeks of the kick-off meeting Revize will provide (1) one custom homepage mockup and up to (3) three basic interior page mockups.
- Revize will provide a unique department microsite mockup.
- As deemed appropriate by Revize, additional wireframes may be delivered to provide a view of custom functionality or other areas of the site that are of particular importance. (Intended to focus development efforts later in the project.)
- Revize will provide revisions to each mockup based on the feedback received from the client.
- There will be no limit to the amount of revisions Revize will provide to each mockup.
- Web/phone meetings may be necessary between each round of mockups/wireframes

Client:

- Within (10) ten business days of acceptance of the first mockup, the client shall provide design feedback/change requests to Revize through the customer portal in a single list. Feedback should be what the client website committee agrees to together. Any lists that have requests that compete with one another may result in delays.
- Revize will return an updated mockup based on that feedback to the client. Delivery time is dependent upon amount and specifics of feedback. Large lists of feedback may take longer. Depending on the number of rounds, this process can cause delays to the timeline.
- When the client considers the mockups final, they will indicate their approval in the Revize project portal
- Based on previous sitemap process overview, Client will decide whether they would like to create a sitemap or whether they would like Revize to create the sitemap. The sitemap should be provided in an excel or word format. Existing pages that client wants to be rebuilt in the new site should be linked with the correct URL and any notes for functionality of the new page. New pages should include a page name and brief description of the page functionality (e.g., freeform page style, staff directory, document center, etc.)

Revize Estimated Hours Spent on Task – Approximately 180-200 (Designer)

(Next steps cannot begin until main client homepage mockup is approved.)

Phase 3 begins on next page

Phase 3 and 4: Revize Template Development & CMS Integration

Revize:

- Mockups will be developed into HTML pages making them clickable and resizable.
- Following HTML Development, Revize will add in the Revize Content Management System which makes the website easily editable.
- Integration of any 3rd party software will begin during this phase

Client:

- There are zero major tasks assigned to the client at this stage of the project. But, this is an ideal point of the project to be working on a final sitemap and begin writing any new content. Content can be written in MS-Word and provided to Revize. Or, added by the client directly into the beta website after phase 7.

Revize Estimated Hours Spent on Task – Approximately 250-275 (HTML Developer)

Phase 5: Quality Assurance, Accessibility, & Custom Development

Revize:

- Revize will review all developed assets for functionality. The development team will review functionality, style sheet, and formatting checking for errors and verifying that site matches approved design mockups.
- Any custom needs identified earlier in the project will be executed during this phase and tested for quality assurance.
- ADA programming and beta site review with the client

Client:

- Much like phase 4, phase 5 does not require much involvement by the client. However, Revize may request an online web meeting to discuss the progress of particular custom development.
- The client may also be asked to review/approve changes that are suggested by Revize for accessibility reasons

Revize Estimated Hours Spent on Task – Approximately 125-150 (CMS Developer)

Phase 7 begins on next page

Phase 6: Site Map Development and Content Migration

Revize:

- Revize will deliver a suggested sitemap, in Excel (or similar) format, for the website prior to this phase (Unless the client has chosen to create their sitemap). Client and Revize will review and provide updated versions for approval. Pages will be built out one-by-one according to this previously approved sitemap architecture. Pages that are not linked in the sitemap will be created as blank pages.
- Migration includes up to all webpages, documents, and new content up to the relevant amount on the current website.

Client:

- To avoid delays, the client should plan to approve a sitemap before this phase.
- Any new content that the client would like Revize to add into the website should be provided either directly from the old website, or in an MS-Word like format. Otherwise, the client will have the ability to add new content before go live.
- After migration, the beta site will be provided with built out pages and content for review.

Revize Estimated Hours Spent on Task – Approximately 220-250 (Sitemap Developer/Content Migration)

Phase 7 & 8: Core Content Editing Training, Beta Site Review, Full Staff Training, and Go Live

Revize:

- Revize will conduct a review of the beta site followed by a core team training (smaller group).
- After the beta site review, the client may request tweaks to the functionality of the website.
- Revize will conduct a separate full staff training for all CMS editors virtually.
- The training schedule will include editor training, and administrator training with a question and answer period.
- Any change requests will be reviewed by Revize for feasibility and scope conformance before they are completed.
- Revize will conduct meeting with client IT department before go live to discuss the process and establish pre-go-live checklist (e.g. SSL certificates, redirects, subdomains, etc.)
- Retraining is available anytime after Go Live.

Client:

- Through the project portal, the client should provide a date and time to conduct beta site review and training.
- After training, the client will complete any final content polishing. This may include adding in different header photos, post migration content, or basic tweaks.
- The client may also request functional tweaks to the site based on their review or results of UX testing
- The client should provide a list of pre-go-live questions to Revize for review and discussion.
- When ready for the site to be pushed live, the client will make a request in the project portal at least 48 hours before desired go-live time. Revize will provide the go-live instructions before that time.

Revize Estimated Hours Spent on Task - Approximately 80-100 (Revize Trainer, Project Manager, and Go Live Team)

Proposed Schedule

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	1 Week
Phase 2: Discovery & Design	6 Weeks
Phase 3: HTML Template Development	2-4 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	3 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	5-6 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	1-3 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	21-27 Weeks

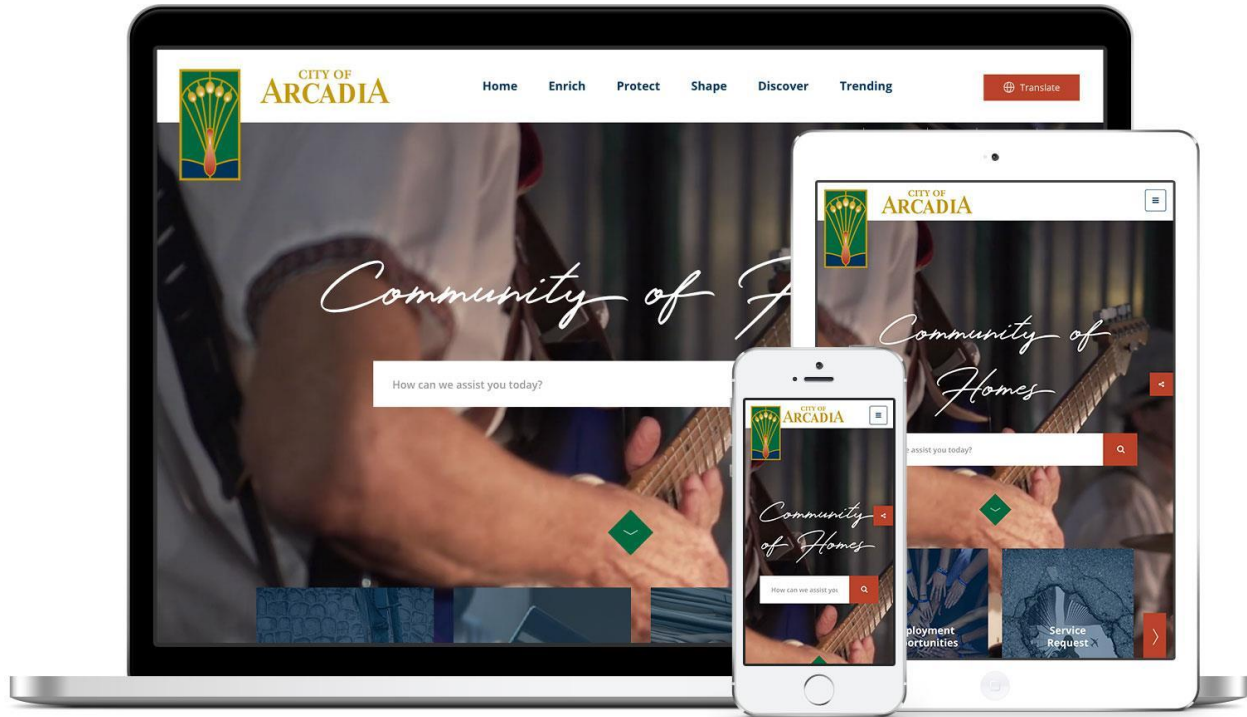
Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Similar Projects/References

The City of Arcadia, California

www.arcadiaca.gov



Horizon Interactive Award Winner

Details:

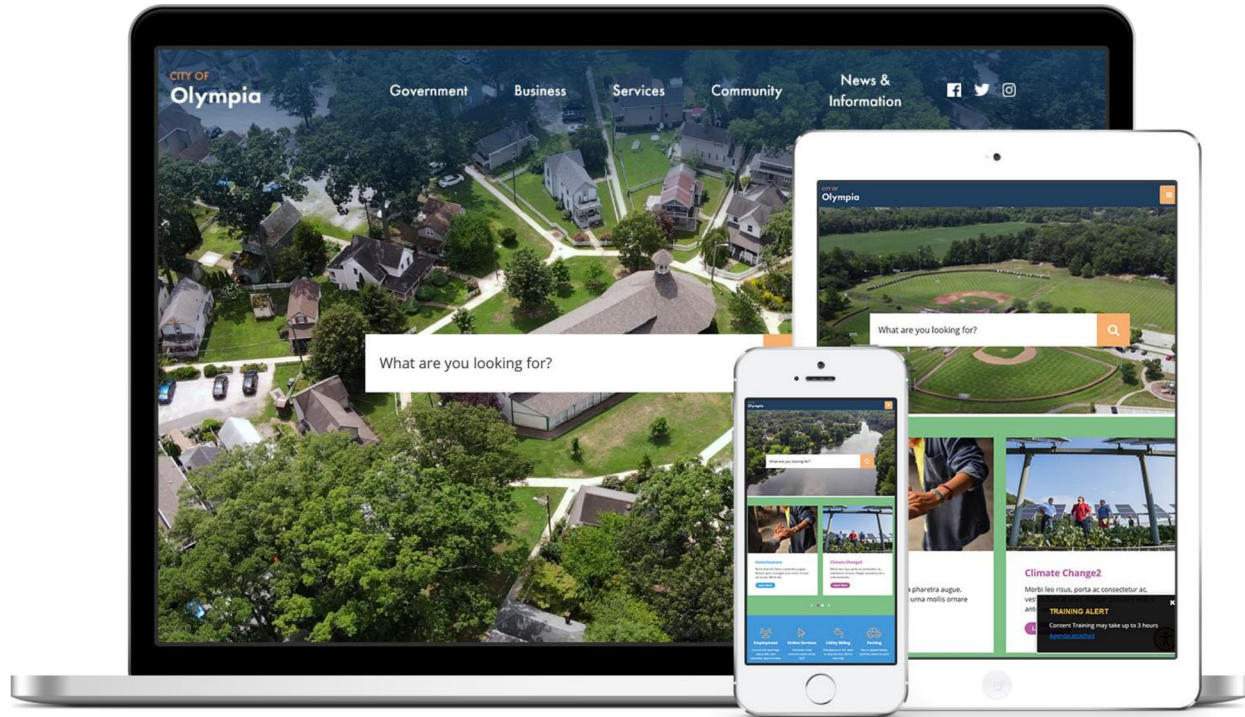
The City of Arcadia, California chose Revize because they wanted a website that stood out from all of the others in Los Angeles County. In this site, we built unique designs for the city, recreation department, and library. Each one has its own unique look and feel while maintaining the brand. This site also includes our proprietary “curated search” feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!

Contact:

Mike Bruckner – Deputy City Manager (Rosemead, CA) - (626) 574-5433 - mbruckner@ArcadiaCA.gov

The City of Olympia, Washington

www.olympiawa.gov



3CMA Digital Interactive Award Winner – Best Overall Website

Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated “smart search” feature and online interactive forms, this website makes a strong case for that title!

Contact:

Joshua Linn – Website Administrator – 360.570.3782 – JLinn@ci.olympia.wa.us

City of Largo, Florida

www.largo.com



Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

Contact:

Lauren Fatkin – Communications Strategist – 727.587.6740 - lfatkin@largo.com

City of Des Moines, Iowa

www.dsm.city



Details:

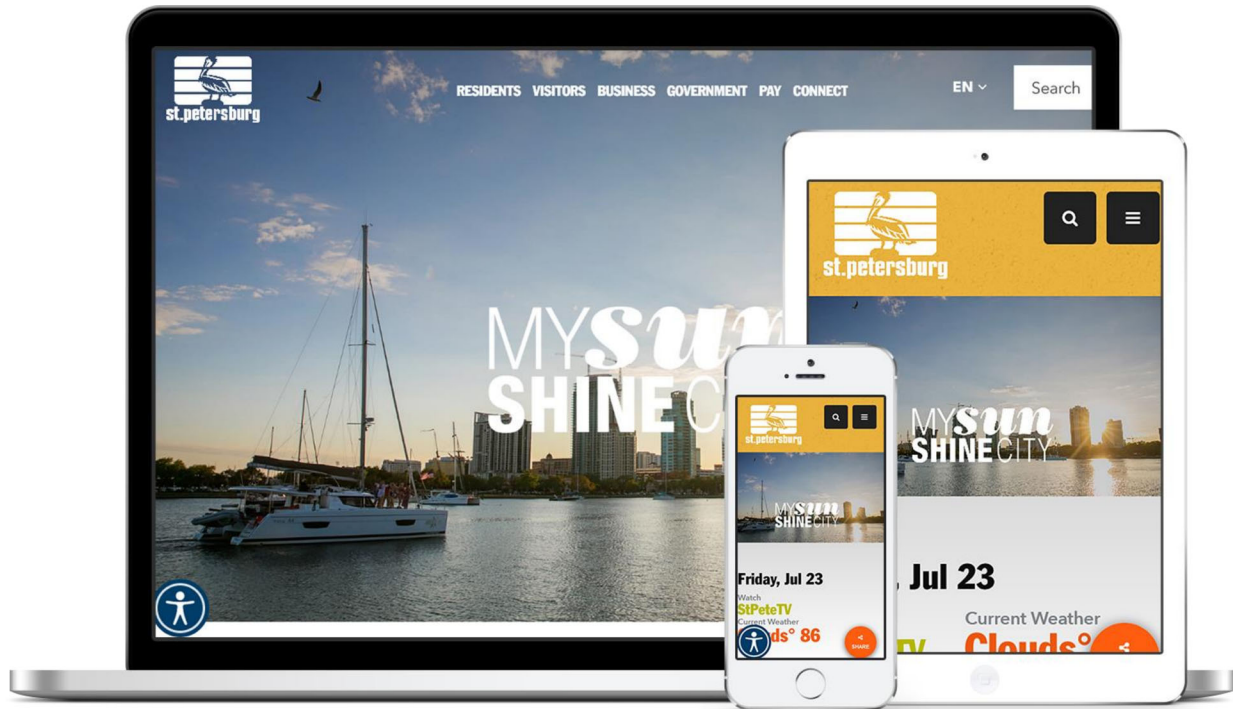
The City of Des Moines, Iowa came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!

Contact:

Deb Maier – IT Business Analyst – 515.283.4796 – DCMaier@dmgov.org

The City of St. Petersburg, Florida

www.stpete.org



Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone, including a highly ADA compliant website. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

Contact:

Megan McDonald - Web Coordinator - 727.893.7468 - megan.mcdonald@stpete.org

Project Team Description/Time Allocation

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. Each team member below will be devoting approximately 30-40% of their time on your project. That said, it may be highly variable from one phase to the next or one person to the next. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

- **Thomas Jean:** Project Manager
- **Jade Wang:** Web Designer
- **Alex Parent:** Web Designer
- **Samir Alley:** Creative Arts Director/Web Designer
- **Denise Brazier:** Project Manager/Revize CMS Trainer
- **Jamie Phy:** Revize CMS Integrator/ Backend Developer
- **Richard Opiniano:** HTML Developer
- **Joseph Nagrant:** Account Manager
- **Derek Ortiz:** Chief Technology Officer
- **Akshaya Ray:** Chief Cloud Architect
- **Many More!**

Thomas Jean

Project Manager

As a project manager, Thomas has managed many award-winning website projects for our clients, including Des Moines, IA – Arcadia, CA – Largo, FL - Oswego County, NY – Kentwood, MI! Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a genuine subject matter expert when it comes to the inner workings of government. As a former elected Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. With his unique background and education from one of the nation's top universities, Thomas has managed nearly Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

Samir Alley

Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

Denise Brazier

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

Ray Akshaya

Chief Cloud Architect

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

Joseph J Nagrant

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Carrie Higgins, Housing Services Division Director
DOCUMENT #:
SECOND PARTY/SUBJECT: 2024 Special Alcohol Grant Fund PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: vote required for approval JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of funding recommendations of the Alcohol and Drug Abuse Advisory Council in the amount of \$670,534 for the City of Topeka 2024 Special Alcohol and Drug Program Fund.

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

(The City receives the liquor tax collected by the State of Kansas. Kansas statute requires that one-third of the proceeds be deposited in the City's special alcohol and drug program fund.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The recommended amount is based on the projected Liquor Tax collected by the State and required to be allocated to alcohol and drug programs.

STAFF RECOMMENDATION:

Staff recommend the Governing Body move to approve the funding recommendations in the amount of \$670,534 for the 2024 Special Alcohol Fund.

BACKGROUND:

The City receives the liquor tax collected by the State of Kansas. State statute requires that one-third of the

proceeds be deposited in the City's special alcohol and drug program fund. Those funds can be used only for "the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers." The review team is recommending the following amounts for 2024:

- Third Judicial District (Drug Court Program) \$52,000
- Kansas Children Service League (Drug Endangered Child Program) \$15,000
- Family Service and Guidance Center (Adolescent Treatment Program) \$81,000
- PARS (Prevention Programs) \$151,605
- PARS (Evaluation and Intervention) \$63,000
- Valeo (Social Detox Program) \$307,929

BUDGETARY IMPACT:

\$670,534 will be expended from the Special Alcohol Program Fund in 2024.

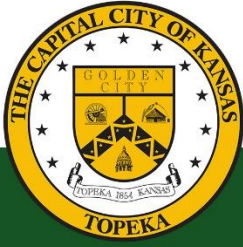
SOURCE OF FUNDING:

Liquor Tax collected by the State and allocated to the City for the purpose of awarding grants to alcohol and drug programs.

ATTACHMENTS:

Description

2024 Special Alcohol and Drug Recommendations



CITY OF TOPEKA

Housing Services
620 SE Madison, Unit 8
Topeka, KS 66607

Carrie Higgins, Division Director
Tel: 785-368-3711
Fax: 785-368-2546
www.topeka.org

Topeka-Shawnee County Alcohol-Drug Abuse Advisory Council's Recommendations for 2024

City of Topeka Special Alcohol and Drug Program Grant Requests
Total funds projected: \$670,534

The Topeka-Shawnee County Alcohol-Drug Abuse Advisory Council recommends the following programs for funding from City of Topeka Special Alcohol-Drug (liquor-by-the-drink) Program tax funds as authorized in State of Kansas Statute-K.S.A. Chapter 79, Article 41a and K.A.R. Agency 92, Article 42:

“Moneys in the special alcohol and drug programs fund shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principle purpose is alcoholism and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers. In any county in which there has been organized an alcohol and drug advisory committee, the board of county commissioners shall request and obtain, prior to making an expenditures from the special alcohol and drug programs fund, the recommendations of the advisory committee concerning such expenditure.”

The following programs meet the “principal purpose” criteria for funding as stated and also use the Institute of Medicine’s core strategies and/or programs and strategies that are represented in the National Registry of Evidence-Based Programs.

2024 Alcohol and Drug Grant Requests

City of Topeka - \$670,534 Available

Agency	Program	2022 Funded	2023 Funded	2024 Requested	Review Committee Recommendation
Third Judicial	Drug Treatment Court	\$60,500	\$54,034	\$52,000	\$52,000
KCSL	Drug Endangered Child	\$14,000	\$13,039	\$15,000	\$15,000
FSGC	Adolescent Treatment Program	\$0	\$0	\$100,000	\$81,000
Mirror	Residential Treatment	\$0	\$0	\$50,000	\$0
PARS	Prevention Programs	\$184,667	\$169,303	\$180,297	\$151,605
PARS	Eval & Intervention	\$60,000	\$70,695	\$82,560	\$63,000
Valeo	Social Detox	\$297,775	\$282,929	\$307,929	\$307,929
		\$616,942	\$590,000	\$787,786	\$670,534

Program Name: Prevention and Resiliency Services, Inc. (PARS)
Substance Abuse Prevention Program

The Substance Abuse Prevention Program at PARS is designed to educate youth, their families and the community at large about the inherent risks associated with substance use (alcohol, drugs, tobacco/vaping and misuse of prescription medications) to increase their awareness and empower them to make informed decision that will decrease substance use over time.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
PARS	Community Prevention Program	\$184,667	\$169,303	\$180,297	\$151,605

Program Name: Prevention and Resiliency Services, Inc. (PARS)
Substance Use Evaluation & Intervention Program

The substance use Evaluation and Intervention Program complements an array of services offered by Prevention and Resiliency Services, Inc. (PARS) designed to work together to decrease substance use, misuse and abuse among area youth. Services are provided to youth, families and the community at-large using a multi-faceted approach. PARS uses the Institute of Medicine's (IOM) Behavioral Health Continuum of Care model as a basis for overall program operations.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
PARS	Evaluation & Intervention	\$60,000	\$70,695	\$82,560	\$63,000

Program Name: 3rd Judicial District of Kansas
Drug Treatment Court

Drug Treatment Court is a "Specialty Court" program that combines problem-solving court sessions, intensive community supervision, and personalized treatment into a public health approach towards helping high-risk, substance-using offenders.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
3 rd Judicial District	Drug Treatment Court	\$60,500	\$54,034	\$52,000	\$52,000

**Program Name: Kansas Children's Service League's
Drug Endangered Children (DEC) Case Management**

This program is based on evidence regarding the importance of home visitation and strengths based work with people using substances. The program includes early identification of substance using parents and intensive support to families facing multiple challenges. This is accomplished through weekly home visits, "warm hands off" to substance abuse treatment facilities, individualized service plans and education about their responsibility as a parent and the impact substance use can have on their ability to be an effective parent.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
Ks Children's Service League	Drug Endangered Child	\$14,000	\$13,039	\$15,000	\$15,000

**Program Name: Mirror, Inc.
Residential Treatment**

This program creates an opportunity for individuals who require more specialized care and who typically have access to fewer resources. This program creates an opportunity for these individuals to enter treatment more quickly as they do not have to wait for availability of a generalized treatment bed. Access to counselors that specialize in both mental health and substance use disorders means that the client can receive care that is more comprehensive and holistic, increasing the likelihood of a successful treatment outcome.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
Mirror	Residential Treatment	\$0.00	\$0.00	\$50,000	\$0.00

**Program Name: VALEO Recovery Center (VRC)
Social Detoxification Program**

Social Detox is a safe, non-medical, therapeutic environment for acute withdrawal from substance use. The goals of Social Detox are to 1) provide timely access for persons in need of Social Detox services; 2) to facilitate successful completion of the detoxification process, which includes reduction of symptoms associated with withdrawal from substance use and completion of a clinical assessment of treatment needs, and 3) to transfer clients to

appropriate treatment modalities based on the assessment and determination of need for care.

The average length of stay in Social Detox ranges from 24 hours to six days. Social Detox is a service that is provided 24 hours per day, seven days per week, to include weekends and holidays.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
VALEO	Social Detox	\$297,775	\$282,929	\$307,929	\$307,929

Program Name: Family Service and Guidance Center – Adolescent Treatment Program

This program offers substance use treatment services to youth and their families. It started in 2021 as outpatient substance use disorder treatment for youth & adolescents. The program has since grown rapidly and as of October 2023 the program will expand to include intensive residential treatment for co-occurring disorders. FSGC prioritizes the importance of early intervention and treatment for youth.

Agency	Program	2022 Funded	2023 Funded	2024 Request	ADAAC Recommendation
FSGC	Adolescent Treatment Program	\$0	\$0	\$100,000	\$81,000



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Braxton Copley, Public Works Director DOCUMENT #:
SECOND PARTY/SUBJECT: Hotel Topeka at City Center PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

UPDATE on the Hotel Topeka at City Center.

(On October 31, 2023, the Topeka Development Corporation officially retained ownership of the Hotel.)

VOTING REQUIREMENTS:

Discussion only. No action is required by the Governing Body.

POLICY ISSUE:

The Topeka Development Corporation was formed mid-October to take ownership of the hotel, obtain the necessary licenses and insurance, and to contract with a management company to oversee day to day hotel operations.

STAFF RECOMMENDATION:

Staff is providing an update and making no recommendation at this time.

BACKGROUND:

The Corporation has contracted with GF Hotels and Resorts to operate the hotel. GF Hotels and Resorts currently operates the hotel, which allows for continuity of hotel operations.

In recent weeks, the Corporation awarded contracts to an asset manager and for a facilities assessment. The asset manager is helping the corporation identify an appropriate brand for the hotel, and will work to identify and help select a long-term private operator. The facilities assessment is underway and ongoing.

BUDGETARY IMPACT:

The hotel was purchased for approximately \$7.6 million.

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

Topeka Development Corporation Presentation

Topeka Development Corporation Resolution No. 2023-01 (Approved October 19, 2023)

City of Topeka Resolution No. 9478 (Approved October 17, 2023)

Master Settlement Statement (October 31, 2023)



CITY OF
TOPEKA



Hotel Topeka

Purchase Price Summary & Performance

3 | Purchase Price Summary Statement

4 | Property Tax & Total Valuation

5 | Financial Information (YTD as of 2023.09.30)



Purchase Price Summary Statement

3

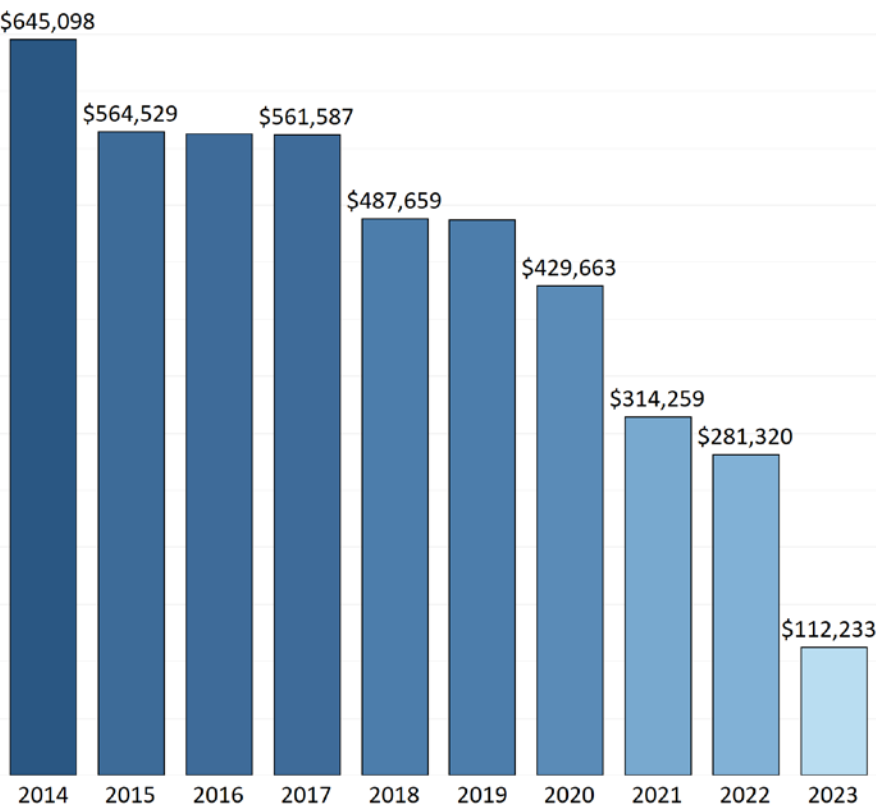
Purchase Price Summary Statement (as of 10.31.2023)

Purchase Price	(\$7,668,750)	
Prepaid Expenses		(\$29,439)
Accounts Receivable		(\$13,083)
Policy Premium to Title Co.		(\$8,043)
Cash Boxes		(\$5,000)
Closing Fee to Title Co.		(\$1,250)
To Title Co.		(\$300)
Recording Charges		(\$77)
Other Income		\$946
Advance Booking		\$24,406
Inventory		\$29,557
Payables Proration - Vacation Accrual		\$46,041
2023 Tax Proration		\$233,534
6/8/23 Earnest Money Deposit		\$766,875
Grand Total	(\$7,725,942)	

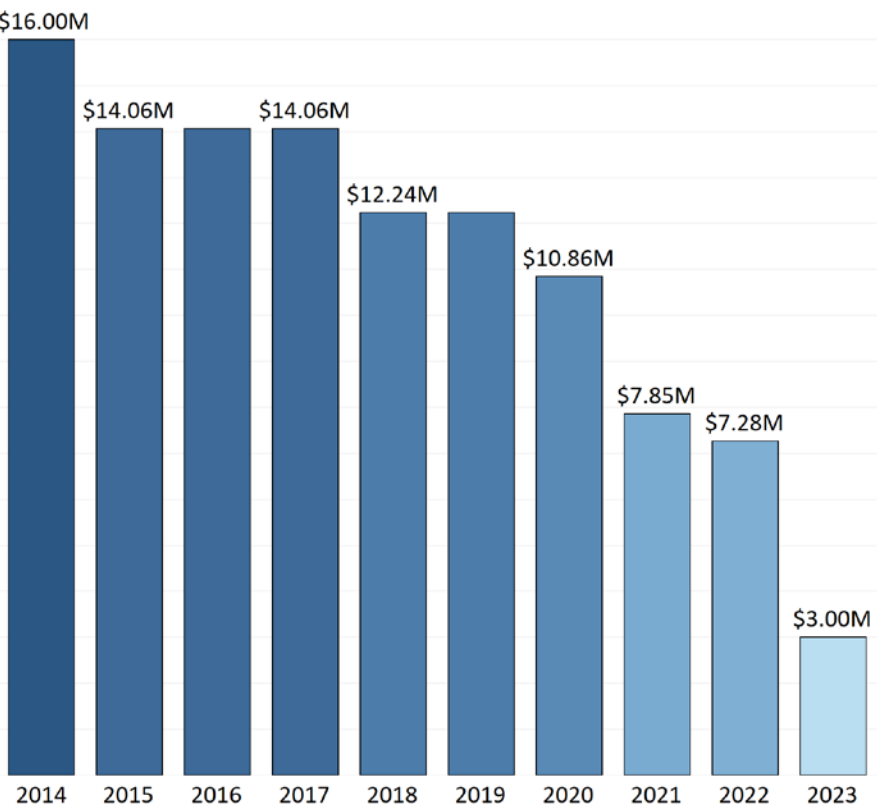


Property Taxes & Valuation

Annual Property Tax

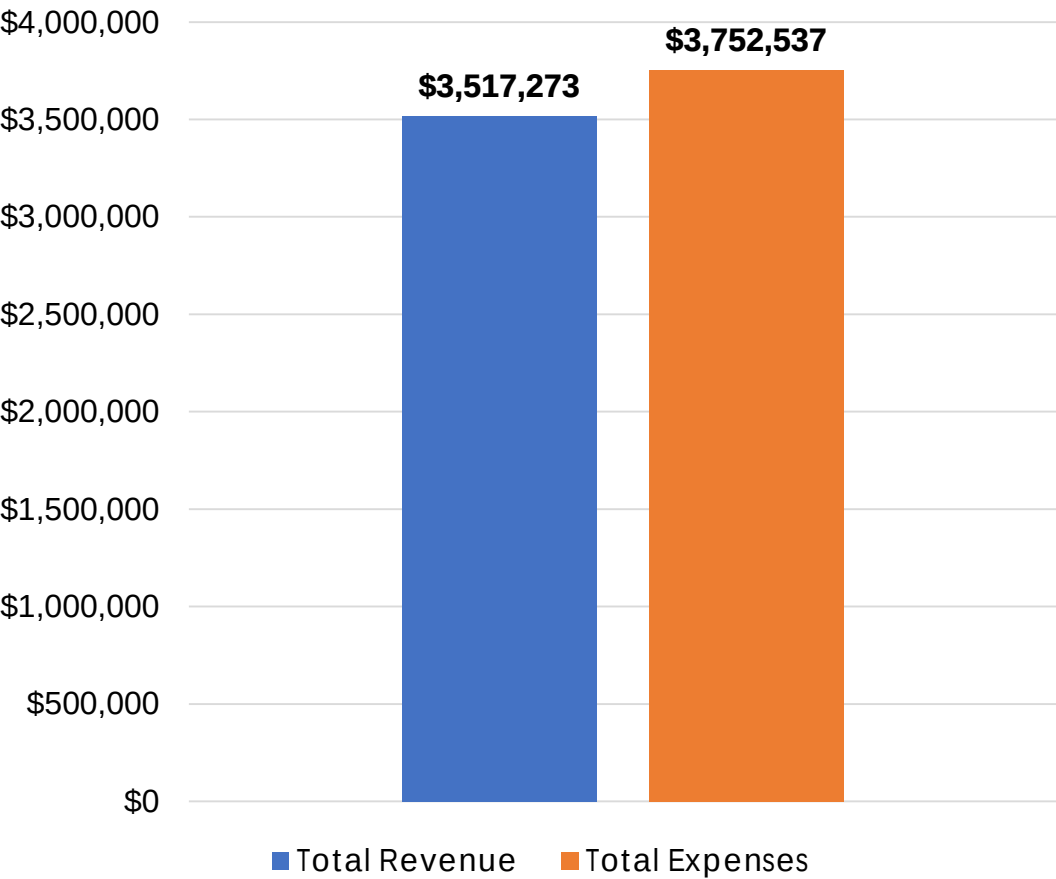


Appraised Value



Financial Information and Room Activity

(YTD as of 2023.09.30)



Number of Rooms	224
Occupancy Rate	36.43%
Revenue Per Available Room (RevPar)	\$35.98



RESOLUTION NO. 2023-01

A RESOLUTION OF THE TOPEKA DEVELOPMENT CORPORATION ADOPTING BYLAWS OF THE CORPORATION; DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CORPORATION; AUTHORIZING THE PURCHASE OF AN EXISTING HOTEL; APPROVING CERTAIN CORPORATE MATTERS; AND APPROVING AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Topeka Development Corporation (the “Corporation”) is a not-for-profit corporation and an instrumentality of the City of Topeka, Kansas (the “City”), duly organized and validly existing pursuant to the provisions of K.S.A. 17-6001 et seq., as amended (the “Act”); and

WHEREAS, bylaws (the “Bylaws”) of the Corporation have been presented to the Board of Directors of the Corporation (the “Board”) for adoption, and the Board has determined that it is necessary and prudent to adopt such Bylaws; and

WHEREAS, pursuant to the Bylaws, the Board is authorized to appoint executive staff for the Corporation and to carry out corporate matters, and the Board has determined that it is necessary and prudent to appoint the City Manager as the Executive Director of the Corporation, to appoint the City Clerk as the Assistant Secretary of the Corporation and to appoint the City Chief Financial Officer as the Assistant Treasurer of the Corporation, to designate authorized representatives of the Corporation and to authorize the carrying out of corporate matters of the Corporation; and

WHEREAS, the Corporation has been organized and at all times shall be operated exclusively for the benefit of the City, and in particular to aid, assist and foster the planning, designing, development, supervision, acquisition, construction, furnishing, equipping, management, operation and improvement of a convention center hotel in the City of Topeka and to engage in such activities as may be necessary or advisable in connection therewith; and

WHEREAS, the City previously entered into an Agreement for Sale and Purchase of Property, as amended (the “Purchase Agreement”), with respect to the property commonly known as Hotel Topeka at City Center located at 1717 Southwest Topeka Boulevard, Topeka, Kansas (the “Hotel”); and

WHEREAS, the City and the Corporation wish for the Corporation to take title to the Hotel and acquire the Hotel on behalf of the City upon the City’s payment of the purchase price set forth in the Purchase Agreement; and

WHEREAS, in furtherance of the foregoing, the Board does hereby find and determine that it is necessary and advisable to act for the benefit of the City, that the acquisition of the Hotel is a public purpose, and that it is in the public interest to authorize the acquisition of the Hotel; and

WHEREAS, the Board further hereby finds and determines that it is necessary and desirable in connection with the acquisition of the Hotel that the Corporation approve certain

agreements, that the Corporation authorize the execution of such documents upon the terms and conditions provided herein and that the Corporation take certain other actions as herein provided;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOPEKA DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. Approval of Bylaws. The Board hereby approves the Bylaws of the Corporation substantially in the form presented to the Board, with such changes therein as shall be approved by the President of the Corporation, the certification thereof being conclusive evidence of such officer's approval thereof.

Section 2. Appointment of Executive Director, Assistant Secretary and Assistant Treasurer. The City Manager is hereby appointed as the Executive Director of the Corporation, the City Clerk is hereby appointed as the Assistant Secretary of the Corporation, and the City Chief Financial Officer and the City Deputy Director of Administrative and Financial Services are hereby appointed as the Assistant Treasurers of the Corporation. The Executive Director is authorized to engage any and all City staff members as the Executive Director may determine is necessary and prudent to assist in the performance of the Executive Director's duties.

Section 3. Designation of Authorized Representatives of the Corporation. The officers of the Board and the Executive Director are hereby designated as authorized representatives of the Corporation (the "Authorized Representatives").

Section 4. Approval of Purchase of Hotel. The Corporation hereby approves the purchase of the Hotel on behalf of the City.

Section 5. Authorization of Corporate Matters. The Authorized Representatives, and any of them, provided there is a counter signature by a second Authorized Representative and one of the two signatures is either the President or the Executive Director, are hereby authorized to undertake and carry out all necessary and appropriate corporate activities and functions on behalf of the Corporation, including but not limited to the following:

- (a) Execute agreements and other documents on behalf of the Corporation;
- (b) Designate any bank or financial institution to establish depository accounts of the funds of the Corporation and to deal with any such bank or financial institution in connection with all financial matters of the Corporation;
- (c) Arrange for insurance for any and all property of the Corporation;
- (d) Engage employees, agents, contractors and representatives to provide services to the Corporation;
- (e) Enter into contracts for the operation, maintenance and management of the Hotel;
- (f) Make decisions and expend money for the operation, maintenance and management of the Hotel including but limited to operating and capital expenses; and

(g) Do such other acts and things, make such other agreements and execute and deliver such contracts as the Corporation may deem to be appropriate in connection with any of the foregoing.

Section 6. Authorization of Documents. The Corporation is hereby authorized to enter into each of the following agreements (whether captioned as indicated below or otherwise) (collectively, the "Corporation Documents") (copies of such documents shall be filed in the records of the Corporation), in such form and with such changes therein as shall be approved by the Executive Director and the officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects:

- (a) Bill of Sale relating to the acquisition of the Hotel;
- (b) Such other documents as are necessary and appropriate to complete the acquisition of the Hotel by the Corporation; and
- (c) Hotel Management Agreement with TOKS Associates LLC or other manager named therein.

Section 7. Execution of Corporation Documents. The Corporation is hereby authorized to enter into, and any of the President, Secretary, Executive Director, Assistant Secretary and Assistant Treasurers are hereby authorized and directed to execute, attest and deliver, the Corporation Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, including but not limited to any closing documents for the purchase of the Hotel and any contracts and agreements relating to the operations, maintenance and management of the Hotel, for and on behalf of and as the act and deed of the Corporation.

Section 8. Further Authority. The Corporation and the officers, agents and employees of the Corporation, the Executive Director, the Assistant Secretary and the Assistant Treasurers are hereby authorized and directed to take such further action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Corporation with respect to the Corporation Documents and are hereby authorized to make such additions or changes not materially inconsistent with this Resolution as they may consider to be necessary or desirable to complete, carry out or comply with the intent of this Resolution. All actions of the officers, directors, employees and agents of the Corporation in conformity with the purpose and intent of this Resolution, whether heretofore or hereafter taken, shall be and are hereby ratified, confirmed and approved.

Section 9. Separability. The provisions of this Resolution are hereby declared to be separable, and if any action, phrase or provision is for any reason declared to be invalid, such declaration does not affect the validity of the remainder of the sections, phrases and provisions.

Section 10. Effective Date. This Resolution will take effect and be in full force from and after its adoption.

THIS RESOLUTION IS HEREBY ADOPTED by the Board of Directors of the Topeka Development Corporation, this 19th day of October, 2023.

TOPEKA DEVELOPMENT
CORPORATION

By: 
President

ATTEST:


Assistant Secretary

RESOLUTION NO. 9478

A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt regarding the purchase and management of the Hotel Topeka.

WHEREAS, on May 30, 2023, the Governing Body approved the purchase of the Hotel Topeka ("the Hotel") by negotiated purchase agreement; and

WHEREAS, on May 30, 2023, the Governing Body issued Resolution No. 9419 which announced the City's intent to reimburse itself for certain capital expenditures in connection with the acquisition, renovation and equipping of the Hotel through the proceeds of tax-exempt bonds; and

WHEREAS, the City has deposited \$766,875.00 towards the purchase price of the Hotel; and

WHEREAS, the closing is set for October 31, 2023, where the City intends to pay the remainder of the purchase price in the amount of approximately \$6.9 million; and

WHEREAS, the Governing Body intends to create a single purpose entity ("SPE") wholly owned by the City that will take title to the Hotel and contract with a management company to operate the Hotel; and

WHEREAS, the Governing Body acknowledges that the SPE will need funds to operate the Hotel; and

WHEREAS, as the Governing Body's ultimate goal is to secure an entity that will purchase, operate and manage the Hotel, the Governing Body, on October 10, 2023, approved a contract with REVPAR to assist in that respect as well as advise on the selection of a management company to operate the Hotel.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that

26 Section 1. The Governing Body authorizes the City Manager to complete the
27 purchase of the Hotel by paying the remainder of the purchase price of approximately \$6.9
28 million as adjusted at closing for cash, accounts receivable, license and permit fees,
29 prepaid expenses, consumable inventory, taxes, assessments, fees, liens, utilities and
30 advance bookings.

31 Section 2. The City Manager is authorized to: (a) facilitate the process of
32 creating an SPE wholly owned by the City to take title to the Hotel; (b) provide funding to
33 the SPE not to exceed \$500,000 from operating reserves to operate and maintain the
34 Hotel; and (3) take whatever actions are necessary to achieve the ultimate goal of
35 securing an entity that will purchase, operate and manage the Hotel.

36 ADOPTED and APPROVED by the Governing Body on October 17, 2023.



CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



Settlement Statement

Seller		Buyer	
Debit	Credit	Debit	Credit
		Purchase Price	
	7,668,750.00	Purchase Price	7,668,750.00
		Deposits	
		6/8/23 Earnest Money Deposit	766,875.00
		Title/Escrow Charges	
		Closing Fee to Chicago Title Company, LLC	1,250.00
		Owner's Policy Premium to Chicago Title Company, LLC Coverage: \$7,668,750.00 Version: ALTA Owner's Policy 2021	8,043.00
		Outside Search to Chicago Title Company, LLC	300.00
		Recording Charges	
60.00		Recording Fee: Release of Mortgage to Chicago Title Company, LLC	
		Recording Fee: Deed by Receiver to Chicago Title Company, LLC 4 pages	72.00
4.75		E-Filing Fee to Chicago Title Company, LLC	4.75
		Prorations/Adjustments	
46,041.32		Payables Proration per PSA 3.3(a) Vacation Accrual	46,041.32
	5,000.00	Petty Cash Boxes per PSA 3.3(b)(i)	5,000.00
	13,083.23	Accounts Receivable per PSA 3.3(b)(i) originating prior to the Closing Date	13,083.23
233,534.39		2023 Tax Proration based on the 2022 Tax Amount per PSA 3.3(c) Annually 303 days @ 770.740548 per day at \$281,320.30 01/01/23-10/30/23	233,534.39

Settlement Statement

Seller			Buyer	
Debit	Credit		Debit	Credit
		Prorations/Adjustments (continued)		
401.99		Other Income per PSA 3.3(e) Gift Certificate		401.99
544.40		Other Income per PSA 3.3(e) Guest Ledger		544.40
	29,439.29	Prepaid Expenses per PSA 3.3 (g) except Advance Booking Deposits	29,439.29	
24,405.70		Advance Booking Deposits per PSA 3.3(h)		24,405.70
20,331.11		Consumable Inventories per PSA 3.3(k) Food Inventory		20,331.11
7,434.19		Consumable Inventories per PSA 3.3(k) Beverage Inventory		7,434.19
1,791.52		Consumable Inventories per PSA 3.3(k) Gift Shop Inventory		1,791.52
		Commissions		
225,000.00		Listing Agent Commission - 3% of \$7,500,000 to Paramount Lodging Advisors Chicago LLC Invoice #PLA990		
		Other Charges		
168,750.00		Transaction Fee to Ten-X 2.25% of \$7,500,000		
2,000.00		Reimbursement to Ten-X Property Condition Report		
650.00		Reimbursement to Ten-X Limited Phase One Environmental		
730,949.37	7,716,272.52	Subtotals	7,725,942.27	1,101,359.62
		Balance Due FROM Buyer		6,624,582.65
6,985,323.15		Balance Due TO Seller		
7,716,272.52	7,716,272.52	Totals	7,725,942.27	7,725,942.27

See signature page to follow

Settlement Statement

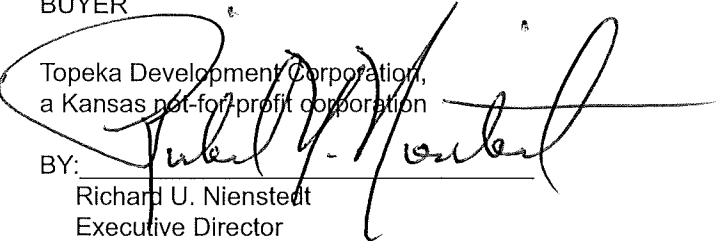
Buyer/Seller understands the Closing or Escrow Agent has assembled this Settlement Statement from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender, if any, involved may be furnished a copy of this statement.

Buyer/Seller understands that tax and insurance proration and reserves, if any, were based on figures for the preceding year or supplied by others, or are estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made between Buyer and Seller outside of escrow. Recording charges have also been calculated based on the information provided by Buyer and Seller; any overages shall be refunded to the appropriate party. Should the Company need to advance additional funds in order to finalize recording, Buyer/Seller agree that the appropriate party shall reimburse the Company post-closing.

The undersigned hereby authorize Chicago Title Company, LLC to make expenditures and disbursements as shown above and approve the same for payment.

BUYER

Topeka Development Corporation,
a Kansas not-for-profit corporation

BY: 

Richard U. Nienstedt
Executive Director

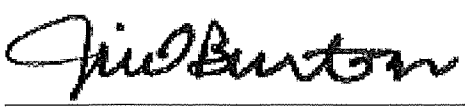
SELLER

TOKS ASSOCIATES LLC, NOT INDIVIDUALLY BUT SOLELY
IN ITS CAPACITY AS RECEIVER IN THAT CERTAIN MATTER
PENDING AS CASE NO. 2021-CV-000201 IN THE DISTRICT
COURT OF SHAWNEE COUNTY, KANSAS, CIVIL COURT
DEPARTMENT, AND STYLED AS "WELLS FARGO BANK,
NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT
OF THE REGISTERED HOLDERS OF GS MORTGAGE
SECURITIES CORPORATION II, COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2016-GS3, PLAINTIFF,
V TUCSON TOPEKA LLC, DEFENDANT

BY: _____

Jeff Kolessar
Authorized Signatory

Chicago Title Company, LLC

BY: 

Jill Burton, Escrow Officer

Settlement Statement

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BUYER

Topeka Development Corporation,
a Kansas not-for-profit corporation

BY: _____
Richard U. Nienstedt
Executive Director

SELLER

TOKS ASSOCIATES LLC, NOT INDIVIDUALLY BUT SOLELY
IN ITS CAPACITY AS RECEIVER IN THAT CERTAIN MATTER
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PASS-THROUGH CERTIFICATES, SERIES 2016-GS3, PLAINTIFF,
V TUCSON TOPEKA LLC, DEFENDANT

BY:  _____
Jeff Kolessar
Authorized Signatory

Chicago Title Company, LLC

BY:  _____
Jill Burton, Escrow Officer



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Spencer Duncan, DOCUMENT #:
Councilmember
SECOND PARTY/SUBJECT: Private Security Guard PROJECT #:
Uniforms
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 030 Businesses
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION concerning merchant or private security guard uniforms. *(The Policy and Finance Committee recommended approval by a vote of 3-0-0 on October 27, 2023.)*

(Approval would allow Topeka Police Department (TPD) officers employed by state agencies or a security agency stationed at a state agency to wear their TPD uniforms.)

VOTING REQUIREMENTS:

Discussion only.

POLICY ISSUE:

Whether to adopt the Policy and Finance Committee's recommendation to approve the amendment to the private security guard ordinance addressing uniforms.

STAFF RECOMMENDATION:

Discussion only. Staff recommends the Governing Body adopt the recommendation of the Policy and Finance Committee to approve the ordinance when considered for action.

BACKGROUND:

The current ordinance prohibits private security guard companies from allowing their employees to wear uniforms that resemble TPD uniforms. The amendment would exempt TPD officers employed by state agencies or security agencies stationed at state agencies from this prohibition.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Ordinance

Policy and Finance Committee Report (Oct 27, 2023)

Policy and Finance Committee Minutes Excerpt (Oct 27, 2023)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Councilmember Spencer Duncan, concerning merchant or private security guard, amending § 5.90.010, § 5.90.020 and § 5.90.150 of the Topeka Municipal Code and repealing original sections.

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

Section 1. That section 5.90.010, Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Definitions.

“Chief of Police” means the Chief of Police of Topeka, Kansas, or his or her designee.

“Conviction” shall mean a finding of guilty of the commission of a criminal offense as specified herein, but shall not include the following:

(1) A charge for which a person has successfully completed a diversion;

(2) A charge that resulted in a deferred judgment for a juvenile under the age of 18; and

(3) A conviction that has been expunged or pardoned pursuant to the law of any applicable jurisdiction.

“Crime of violence” means:

(1) An offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another; or

(2) Any other offense that is a felony or misdemeanor and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

29 “Employee, agent, and guard” means all persons employed by a private security
30 firm in the conduct of business, except employees whose duties are confined entirely to
31 stenographic, clerical or management duties in the business office of the private
32 security firm or other employees not directly engaged in providing protection and
33 preserving the peace.

34 “License” means the license to act as a private security firm or to act as an
35 employee, agent or guard of a private security firm issued by the Chief of Police.

36 “Police Department” means the Topeka, Kansas, Police Department.

37 “Private detective” means any person who engages in detective business as
38 defined by K.S.A. 75-7b01, and amendments thereto.

39 “Private security firm” means any person or company that conducts or is
40 engaged in the business of providing protection and preserving the peace of one or
41 more establishments.

42 “State Agency” means any department, agency or instrumentality of the State of
43 Kansas.

44 Section 2. That section 5.90.020, Uniforms, of The Code of the City of
45 Topeka, Kansas, is hereby amended to read as follows:

46 **Uniforms.**

47 Unless a sworn officer of the Police Department is employed directly as an
48 employee of a State Agency or by a security agency stationed solely at a State Agency,
49 ~~U~~niforms, if any, worn by employees, agents or guards of private security firms while
50 employed within the City shall not be the same color nor sufficiently similar in
51 appearance that a reasonable person could confuse them with uniforms worn by

52 officers of the Police Department or any other law enforcement agency authorized by
53 the State of Kansas to operate within the City of Topeka.

54 Section 3. That section 5.90.150, Insurance, of The Code of the City of
55 Topeka, Kansas, is hereby amended to read as follows:

56 **Insurance.**

57 (a) All private security firms other than State Agencies, shall carry insurance
58 for the purpose of indemnifying third persons for bodily injury, in amounts not less than
59 \$200,000 for each bodily injury and \$500,000 aggregate limit; and further, to indemnify
60 third persons for any damage to property as the result of the actions of the private
61 security firm's employee, agent, or guard in an amount of not less than \$100,000 per
62 claimant and \$300,000 aggregate limit. Evidence of such coverage shall be provided to
63 the Chief of Police, and it shall be the private security firm's responsibility to assure that
64 either the private security firm or its insurance carrier has notified the Chief of Police of
65 any lapse or cancellation in coverage within 10 days of notification to the insured.

66 (b) Failure to carry the required insurance or to notify the Chief of Police of
67 any lapse or cancellation of coverage within 10 days of notification to the insured shall
68 be unlawful.

69 Section 4. That original § 5.90.010, § 5.90.020 and § 5.90.150 of The Code of
70 the City of Topeka, Kansas, are hereby specifically repealed.

71 Section 5. This ordinance shall take effect and be in force from and after its
72 passage, approval and publication in the official City newspaper.

73 Section 6. This ordinance shall supersede all ordinances, resolutions or rules,
74 or portions thereof, which are in conflict with the provisions of this ordinance.

Section 7. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

**Name of
Committee:**

Policy & Finance

Title:

ORDINANCE Merchant and Security Guard Uniform

**Date referred
from Council
meeting:**

**Date referred
from
Committee:**

October 27, 2023

**Committee
Action:**

MOTION: Chairman Duncan made a motion to accept the changes and move them forward to the Governing Body. Committee member Naeger seconded. Approved 3-0-0.

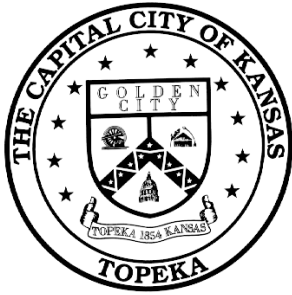
Comments:

**Members of
Committee:**

Councilmembers Spencer Duncan (Chair), Christina Valdivia-Alcalá, Hannah Naeger

**Agenda Date
Requested:**

November 14, 2023



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(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:

APPROVAL by the Committee of amended language in the Merchant or Private Security Guard Uniform Ordinance.

Merchant or Private Security Guard Uniform

City Attorney Stanley stated this ordinance was being introduced by Chairman Duncan. The current code allows, per Union contract as well as City code, police officers to work off-duty employment. If they are working at anywhere, other than a private security firm, they can wear their police uniform. This allows the officer to slip into their police powers if they need to arrest someone, and are functioning as a City of Topeka employee. If officers are working at a private security agency, they are not allowed to wear the police uniform. City Attorney Stanley felt there was a rational purpose for that, as no one would want private security guards being confused for police officers, and no one would want police officers working as security guards wearing uniforms that would make people think they are officers but in reality, are not. The rules focus around what private security agency cars can look like and what their uniforms can look like, however, the Department of Child and Family (DCF) commonly uses Topeka Police Officers as their security officers, as do other state agencies. The officers cannot wear their police uniforms currently. The amendment to the ordinance would allow Topeka Police Officers to wear their uniforms while working security at a state agency.

Chairman Duncan noted that this change has partially come about because, for some off-duty officers, it is an additional form of revenue income. DCF, and some other state agencies were using the Topeka Police Officers when this became an issue, and as such, contributed to losing part of that contract. There is an opportunity to get that contract back, however there needed to be a change to the ordinance. The Chief of Police as to approve any of these requests, and has that authority. Everything has to be approved by the Chief if it is considered “off-duty”.

Chairman Duncan noted that, in the future, he would like to look further at the next level of this ordinance, which is a slight expansion of what officers can do.

MOTION: Chairman Duncan made a motion to approve the ordinance, to move to the Governing Body. Committee member Naeger seconded. Approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Spencer Duncan, Policy and Finance Committee Chairperson
DOCUMENT #:
SECOND PARTY/SUBJECT: Vacant Property Registration
PROJECT #:
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 078 Health and Sanitation
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION concerning Vacant Property Registration. *(The Policy and Finance Committee recommended approval by a vote of 3-0-0 on October 27, 2023.)*

(Approval would (1) remove the duty to register vacant properties by mortgagees/financial institutions; (2) remove the registration fee; and (3) remove the duty to post the vacant property with the name and telephone number of the property manager.)

VOTING REQUIREMENTS:

Discussion only.

POLICY ISSUE:

Whether to adopt the recommendation of the Policy and Finance Committee to adopt the ordinance.

STAFF RECOMMENDATION:

Discussion only. Staff recommends the City Council adopt the recommendation of the Policy and Finance Committee to approve the ordinance when considered for action.

BACKGROUND:

The vacant registry program, implemented in 2021, was originally administered by ProChamps which is no longer in business. Property Maintenance took over the program in April, 2021.

The original program imposed the duty to register vacant properties on property owners and mortgagees that had

filed foreclosure actions.

In 2022, staff was contacted by representatives of financial institutions requesting amendments to the ordinance to remove the registration duty from mortgagees because, by law, mortgagees cannot enter the property or do anything with the property until the foreclosure action is completed and title is conveyed to the mortgagee.

During the 2023 legislative session, legislation was introduced which would have preempted cities from requiring property owners and mortgagees from having to pay a fee because property is vacant and imposing property maintenance responsibilities on mortgagees.

The legislation did not pass but stakeholders agreed to discuss and make changes to ordinances to obviate 2024 legislative changes.

BUDGETARY IMPACT:

Loss of registration fees. In 2021, 2022 and 2023 \$46,590 was collected.

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

Ordinance

Policy and Finance Committee Report (Oct 27, 2023)

Policy and Finance Committee Minutes Excerpt (Oct 27, 2023)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Richard U. Nienstedt, concerning Vacant Property Registration, amending Chapter 8.65 of the Topeka Municipal Code and repealing original sections.

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

Section 1. That section 8.65.010, Purpose and intent, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Purpose and intent.

It is the purpose and intent of the Governing Body to establish a process to address the deterioration, crime, and decline in value of properties located in neighborhoods caused by vacant properties ~~with mortgages in foreclosure~~ and to identify, regulate, limit and reduce the number of these properties. The Governing Body finds that occupied structures are generally better maintained when compared to vacant structures. Chronically vacant ~~and unutilized structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations~~ are often not properly ~~or diligently~~ maintained, which contributes to blight, fires, trespassers, lower property values, and has a negative impact on the ~~residential areas where they are located~~ neighborhood. It is the Governing Body's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are ~~in foreclosure or are~~ chronically vacant ~~and unutilized~~.

Section 2. That section 8.65.020, Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

28 **Definitions.**

29 The following words, terms, and phrases, when used in this chapter, shall have
30 the meanings ascribed to them in this section, except where the context clearly
31 indicates a different meaning:

32 ~~“Default” shall mean that the mortgagor has not complied with the terms of the~~
33 ~~mortgage on the property, or the promissory note, or other evidence of the debt,~~
34 ~~referred to in the mortgage.~~

35 “Director” shall mean the Chief of Police or designee.

36 “Enforcement officer” shall mean any law enforcement officer, building official,
37 zoning inspector, code enforcement officer, fire inspector, building inspector, or other
38 person authorized by the City to enforce any applicable ordinance.

39 ~~“Foreclosure” or “foreclosure action” shall mean the legal process by which a~~
40 ~~mortgagee, or other lien holder, terminates or attempts to terminate a property owner’s~~
41 ~~equitable right of redemption to obtain legal and equitable title to the real property~~
42 ~~pledged as security for a debt or the real property subject to the lien. The legal process~~
43 ~~is not concluded until the property obtained by the mortgagee, lien holder, or designee,~~
44 ~~by certificate of title, or any other means, is sold to a bona fide purchaser in an arm’s~~
45 ~~length transaction to satisfy the debt or lien.~~

46 “Governmental entities” shall mean any Federal agency, city, county, school
47 district or other taxing subdivision.

48 ~~“Mortgagee” shall mean the creditor, including but not limited to trustees;~~
49 ~~mortgage servicing companies; lenders in a mortgage agreement; any agent, servant,~~
50 ~~or employee of the creditor; any successor in interest; or any assignee of the creditor’s~~

51 ~~rights, interests or obligations under the mortgage agreement; or any other person or~~
52 ~~entity with the legal right to foreclose on the real property, excluding governmental~~
53 ~~entities.~~

54 “Owner” shall mean every person, or ~~entity, or mortgagee~~, who alone or severally
55 with others has legal ~~or equitable~~ title to any real property; ~~has legal care, charge, or~~
56 ~~control of any such property; is in possession or control of any such property; and/or is~~
57 ~~vested with possession or control of any such property, excluding governmental entities.~~
58 ~~A property manager shall not be considered the owner.~~ In the absence of substantial
59 evidence to the contrary, records of the Shawnee County Clerk’s Office,
60 ~~Registrar~~Register of Deeds, certified copies of court records or judgments of any court,
61 ~~copies of lease agreements, contracts for deed, mortgages, tax records, rental~~
62 ~~agreements and other financial documents related to the property shall be conclusive~~
63 ~~evidence of the ownership of the property.~~

64 “Property manager” shall mean any party designated by the owner as
65 responsible for inspecting, maintaining and securing the property as required in this
66 chapter.

67 “Real property” shall mean any residential or commercial land and/or buildings,
68 ~~leasehold improvements and anything affixed to the land, or portion thereof identified by~~
69 a property parcel identification number, located in the City limits.

70 ~~“Registrable property” shall mean:~~

71 ~~(1) Any real property located in the City, whether vacant or occupied, that meets~~
72 ~~any of the following conditions:~~

73 ~~(i) The property is the subject of a foreclosure action filed by the mortgagee;~~

74 ~~(ii) A judgment of foreclosure has been entered;~~
75 ~~(iii) A foreclosure sale has occurred and title transferred to the beneficiary of a~~
76 ~~mortgagee; or~~
77 ~~(iv) The property has been transferred to a mortgagee under a deed in lieu of~~
78 ~~foreclosure/sale.~~

79 ~~The designation of a property as “registrable” shall remain in place until such~~
80 ~~time as the property is sold to a bona fide purchaser in an arm’s length transaction or~~
81 ~~the foreclosure action has been dismissed and any default on the mortgage has been~~
82 ~~cured.~~

83 ~~(2) Any property that is vacant for more than 180 days.~~

84 “Registry” shall mean a ~~web-based electronic database of searchable real~~
85 ~~property records, used by the City to allow mortgagees and owners the opportunity to~~
86 ~~register vacant properties and pay applicable fees as required in this chapter.~~

87 “Renovation activities” shall mean actions that demonstrate that property is being
88 repaired, remodeled, or rehabilitated. Such activities shall include, but not be limited to,
89 painting, roofing, wallpapering, tiling, carpeting, installing cabinets/counter tops,
90 installing heating/cooling systems, and repairs to any part of the structure including, but
91 not limited to, the foundation, windows, doors, siding, and porches.

92 ~~“Semiannual registration” shall mean six months from the date of the first action~~
93 ~~that requires registration, as determined by the Director, and every subsequent six~~
94 ~~months. The date of the initial registration may be different than the date of the first~~
95 ~~action that required registration.~~

96 “Utility” shall mean any utility and/or service that is essential for a building to be
97 habitable and/or perform a service necessary to comply with all City ordinances. This
98 includes, but is not limited to, electrical, gas, water, and sewer.

99 “Vacant” shall mean any building or structure intended for residential or
100 commercial use which does not appear to be occupied or in use by the owner or tenant
101 on a permanent, nontransient basis. Evidence that a property is vacant shall include any
102 condition that on its own, or combined with other conditions present, would lead a
103 reasonable person to believe that the property has not been occupied or in use for at
104 least 180 days. Such conditions may include, but are not limited to: overgrown and/or
105 dead vegetation; past due utility notices and/or disconnected utilities; accumulation of
106 trash, junk or debris; abandoned vehicles, auto parts and/or materials; the absence of
107 furnishings and/or personal items consistent with habitation or occupancy; the presence
108 of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars,
109 flyers and/or mail; statements by neighbors, passers-by, delivery agents or government
110 agents; and/or the presence of boards over doors, windows or other openings.

111 Section 3. That section 8.65.030, Establishment of a registry, of The Code of
112 the City of Topeka, Kansas, is hereby amended to read as follows:

113 **Establishment of a registry.**

114 The Director shall establish a registry cataloging each ~~registrable~~ vacant property
115 ~~containing the information required by~~ pursuant to this chapter.

116 Section 4. That section 8.65.040, Registration of property subject to mortgage
117 foreclosure, of The Code of the City of Topeka, Kansas, is hereby repealed.

118 **~~Registration of property subject to mortgage foreclosure.~~**

~~(a) Within 10 days of the date that the property becomes registrable, the mortgagee shall:~~

~~(1) Register the real property and indicate whether the property is vacant; and~~

~~(2) If the property is vacant, the mortgagee shall designate in writing a property manager to inspect, maintain and secure the real property. A separate registration will be required for each registrable property.~~

~~(b) Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, email address, telephone number and name of the property manager and the manager's mailing address, email address, and telephone number.~~

~~(c) At the time of initial registration each registrant shall pay a nonrefundable semiannual registration fee to be determined by the Director, with the approval of the City Manager, in an amount not to exceed \$500.00 for each registrable property. Subsequent semiannual registrations of registrable properties and fees in that amount shall be due within 10 days of the expiration of the previous registration.~~

~~(d) If the mortgage and/or servicing on a property is sold or transferred, the new mortgagee is subject to all the terms of this chapter. Within 10 days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the property.~~

~~(e) If the mortgagee sells or transfers the registrable property in a non-arm's-length transaction to a related entity or person, the transferee is subject to all the terms~~

~~of this chapter. Within 10 days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including but not limited to unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the property.~~

~~(f) Properties subject to this section shall remain subject to the semiannual registration requirement, the security, and maintenance standards of this section as long as the property remains registrable.~~

~~(g) Failure of the mortgagee and/or owner to properly register, pay the registration fees, or to modify the registration to reflect a change of circumstances as required by this chapter is a violation of this chapter and shall be subject to a civil penalty of not to exceed \$250.00 for each violation. Each property shall constitute a separate offense. A citation may be issued every 30 days by the Director until a registration statement, payment of the registration fees, amendment, or other statement required by this chapter is filed.~~

~~(h) If the civil penalties are not paid within 30 days from the payment date or, if appealed pursuant to Chapter 2.45 TMC, 30 days from the final decision of the Hearing Officer, the obligation shall constitute a lien upon the real property and shall be assessed as a special assessment against the property that is the subject of the requirement. The City Clerk shall certify the unpaid portion of the penalty to the County~~

165 ~~Clerk who shall collect the assessment at the same time as ad valorem property taxes.~~

166 Section 5. That section 8.65.050, Registration of vacant property, of The Code
167 of the City of Topeka, Kansas, is hereby amended to read as follows:

168 **Registration of vacant property.**

169 (a) (1) Any owner of vacant property located within the City shall register
170 the real property within 10 days after the property becomes vacant, or within 10 days
171 after assuming ownership of the property, whichever is later.

172 (2) An owner of vacant property shall not be required to register the
173 real property if the owner is performing renovation activities or has temporarily
174 vacated the property for a period not in excess of 180 days.

175 (b) ~~Initial~~ Registration pursuant to this section shall contain at a minimum the
176 name of the owner, the mailing address of the owner, email address, and telephone
177 number of the owner, and, if applicable, the name and telephone number of the property
178 manager and the manager's address, email address, and telephone number.

179 (c) If the owner resides outside a 60-mile radius of the City limits, the owner
180 shall appoint an agent who resides within the City limits. The owner shall provide the
181 agent's full name, property management company name (if applicable), email address
182 (if applicable), telephone number and mailing address.

183 ~~(d) — At the time of initial registration each registrant shall pay a nonrefundable~~
184 ~~semiannual registration fee to be determined by the Director, with the approval of the~~
185 ~~City Manager, in an amount not to exceed \$500.00 for each vacant property.~~
186 ~~Subsequent semiannual registrations of vacant properties and fees in that amount are~~
187 ~~due within 10 days of the expiration of the previous registration.~~

(ed) If the property is sold or transferred, the new owner is subject to all the terms of this chapter. Within 10 days of the transfer, the new owner shall register the vacant property or update the existing registration, on a form provided by the Director. ~~The previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that owner's involvement with the vacant property.~~

~~(fe) Properties subject to this section shall remain subject to the semiannual registration requirement, the security, and maintenance standards of this section as long as the property is vacant. An owner shall notify the Director, on a form provided by the Director, when the property is no longer vacant.~~

~~(g) Properties registered as a result of this section are not required to be registered again under TMC 8.65.040.~~

~~(hf) Failure of the an owner to properly register, pay registration fees, or to modify the registration to reflect a change of circumstances as required by this chapter is a violation of this chapter and shall be subject to a civil penalty of not to exceed \$250.00 for each violation. Each property shall constitute a separate offense. A citation may be issued every 30 days by the Director until a registration statement, payment of registration fees, amendment, or other statement required by this chapter is filed.~~

~~(ig) If the civil penalties are a penalty is not paid within 30 days from the payment date or, if appealed pursuant to Chapter 2.45 TMC, 30 days from the final decision of the Hearing Officer, the obligation may be collected in the same manner as a personal debt of the owner to the City and/or through placement of shall constitute a lien upon the real property and shall be assessed as a special assessment against the property~~

that is the subject of the requirement. The City Clerk shall certify the unpaid portion of the penalty to the County Clerk who shall collect the assessment at the same time as ad valorem property taxes.

Section 6. That section 8.65.060. Maintenance requirements, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Maintenance requirements.

~~Each mortgagee of a registrable property and each~~ owner of a vacant property shall maintain the properties subject to this chapter in accordance with the property maintenance code adopted in TMC 8.60.010 and all other codes adopted by the City.

Section 7. That section 8.65.070, Security requirements, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Security requirements.

(a) Properties ~~subject to this chapter~~ that are vacant shall be maintained by the owner ~~or mortgagee~~ in a secure manner so as not to be accessible to unauthorized persons.

(b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by reglazing of the window.

~~(c) If a property is registrable, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring the property into~~

234 compliance with TMC 8.65.060 and the property manager must perform regular
235 inspections to verify compliance with the requirements of this chapter and any other
236 applicable laws.

237 (d) ~~When a property subject to this chapter becomes vacant, it shall be~~
238 ~~posted with the name and 24-hour contact telephone number of the property manager.~~
239 ~~The property manager shall be available to be contacted by City staff Monday through~~
240 ~~Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign, which shall~~
241 ~~be at least three inches by five inches, shall be placed on the front door. The property~~
242 ~~manager shall ensure that the sign is made or covered with weather-resistant materials.~~
243 ~~The sign shall contain the following language with supporting information:~~

244 THIS PROPERTY IS MANAGED BY _____. THE PROPERTY MANAGER CAN
245 BE CONTACTED BY TELEPHONE AT _____ OR BY EMAIL AT _____.

246 (e) ~~Failure of the mortgagee and/or owner to secure a property subject to this~~
247 ~~chapter, and post and maintain the signage noted in this section, is unlawful and~~
248 ~~punishable in accordance with TMC 1.10.070.~~

249 Section 8. That original § 8.65.010, § 8.65.020, § 8.65.030, § 8.65.050, §
250 8.65.060 and § 8.65.070 of The Code of the City of Topeka, Kansas, are hereby
251 specifically repealed.

252 Section 9. This ordinance shall take effect and be in force from and after its
253 passage, approval and publication in the official City newspaper.

254 Section 10. This ordinance shall supersede all ordinances, resolutions or rules,
255 or portions thereof, which are in conflict with the provisions of this ordinance.

256 Section 11. Should any section, clause or phrase of this ordinance be declared

invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

**Name of
Committee:**

Policy & Finance

Title:

ORDINANCE Amended Vacant Property Registry

**Date referred
from Council
meeting:**

**Date referred
from
Committee:**

October 27, 2023

**Committee
Action:**

MOTION: Chairman Duncan made a motion to accept the changes and move them forward to the Governing Body. Committee member Valdivia-Alcalá seconded. Approved 3-0-0.

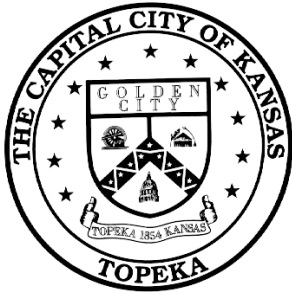
Comments:

**Members of
Committee:**

Councilmembers Spencer Duncan (Chair), Christina Valdivia-Alcalá, Hannah Naeger

**Agenda Date
Requested:**

November 14, 2023



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(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:

APPROVAL by the Committee of amended language in the Vacant Registries Ordinance.

Vacant Property Registration

Chairman Duncan noted the changes related to this program are not substantial, but are related to bankers and the process they will be required to do with registering vacant properties that they have acquired. In simplistic terms, there is always a period of time where a bank acquires a property, but cannot actually do anything with the said property. The banks did not like that they had to register the property and possibly pay fees during that time, and went to the State Legislature, along with the Realtor's and Renter's Association, requesting to ban registries across the entire state. When the City met with the bankers and assured there would be a way to fix the issue, locally, it seemed to interest them. The amended language in the Ordinance does not get them off the hook in the long-term, but it does solve their short-term problem of when they are not legally allowed to do certain things. The City should not be penalizing them during that period.

City Attorney stated the original registration was created during the COVID-19 pandemic, and some of the message was lost in the shuffle. Bankers did not realize what the City was working on, and since then there has been productive dialogue. Kansas is a lien state, so courts do not recognize the right of preservation like they do in other states. This legislation and these ordinances were initially introduced and pitched from basically lays out that, if a bank enters a property before that ownership has transferred, in Kansas, they are guilty of trespassing. They do not have the legal rights to do what the City is requiring them to do. The bankers felt stuck. They are wanting to be good community partners and follow the ordinance, but also knowing that it is illegal for them to follow the ordinance, Staff felt this was something that could be resolved.

Chairman Duncan noted that this does not impact or change the portion of the registry that the Public Health & Safety Committee has been working on as part of the Changing Our Culture of Property Maintenance initiative. City Attorney Stanley stated there was one change, in that there is no longer a fee to register a vacant property. This was a request by the Property Maintenance Division. It helps remove a barrier and reason for not registering a vacant property. As such, if a property owner continues to not register their vacant property, the City can assess it as a lien

against the property, and put it on the back taxes and fine the owner a civil penalty. The idea behind this is that the City wants to take away every barrier that people complain about to register, so that it does not cost money to register the property. Having vacant properties on the registry ensures the City knows who the owner is, and can make sure it is adequately secured.

Chairman Duncan provided a brief overview of the original vacant property registry. The City had hired a third-party company, and they did not do the best job and are no longer managing it. From there, staff did their best to move the registration process forward, but now we are reaching a point where we need to take a deeper look at it. He feels that changing the fee will give the City a year to see how it is utilized, and to know if it is really working better. He is hopeful that these changes will get the registry on a better path and system.

Committee member Naeger inquired about the banking community. City Attorney Stanley stated that there was a legal limbo created. The original ordinance said that the bankers had to register the property when it was foreclosed on, but not when the deed was transferred, which is that legal limbo time because the property has been foreclosed on but the bank does not have the legal right to go onto the property. The ordinance said you have to register it and have it secured. The bank cannot secure the property, because it is illegal for them to step foot on it. This kept them from being able to comply with both State law and the City's ordinance. With the amended language, it will mean that the clock will not start, for penalizing them, until they actually take official legal possession of the property.

Committee member Valdivia-Alcalá stated she understands that these changes will help the banking community. However, she would like to know where this registry will be designated through? Property Maintenance Division Director John Schardine stated the Property Maintenance Division will oversee this registry. He is hopeful that the property owner will be able to take care of this. His staff is also working with the County to join their group. The hope would be that, when someone registers their property and goes to pay taxes, that there could be a request to submit emergency contact information. So, when you proceed to pay taxes, you would be required to enter this information. This process requires the County to make happen.

Division Director Schardine noted that they are requesting the amendment because, with the original language, the City is not getting compliance. The compliance rate is 25%. The changes will now move toward a one-time registration, with no fee attached, unless they fail to register. At that time, there would be a \$250 fee. That amount was reduced from \$500 to \$250.

Committee member Valdivia-Alcalá inquired if there was a possibility that there will be an overtaking on staff as this program moves forward. She wants to better understand how much staff time might be required. Division Director Schardine noted that the changes will actually reduce staff time from what is currently required. As it is currently written, Property Maintenance Inspectors are required to go and inspect the property at least twice a year. If the owner contests if, it then requires the Property Maintenance staff to make additional trips to inspect the property and make sure they are complying, and if they do not comply we hold them to the fine.

Committee member Valdivia-Alcalá felt that with the strengthening of the LLC Ordinance and Retaliatory Eviction Ordinance, the City is getting better at sending a strong message that enough is enough. Owners oftentimes do not seem to care about their properties, and sometimes they do care but may be so poor that they cannot afford to fix up a property. It is also known that some of the multi-family homes are in bad shape, so as the City comes into a more aggressive

and proactive approach, are the mechanisms in place for serious execution of the fines and moving through to clear up the issues that are in the city? City Attorney Stanley stated the process would go through the administrative side rather than the municipal court side. It is a civil penalty. City Attorney Stanley felt it would make it easier than going through as a criminal penalty, because the individual will go to a Hearing Officer to meet the standard. If the offender shows up, they show up. If they do not, the City can contest it and it will go straight to a lien on the taxes and can be collected as a civil debt. After one year of being a lien on taxes, the City can simultaneously send it to collections. This would make it easier to get enforcement on it.

Committee member Valdivia-Alcalá inquired if the Hearing Officer is employed by the City? City Attorney Stanley confirmed, and noted there is an administrative side to the process, and is a City employee. That person is the second Municipal Court Judge. Most of her time is spent as a Municipal Court Judge, but one day a week, she is a Civil Administrative Hearing Officer and comes to the Holliday Building and does the administrative civil adjudications.

Committee member Valdivia-Alcalá inquired about the amount of time the Judge spends as the Hearing Officer-side? And if there is an anticipation of that number increasing? Division Director Schardine responded that there are about 2% of the cases for folks who are cited for the vacant registry are contesting their cases.

MOTION: Chairman Duncan made a motion to accept the changes and move them forward to the Governing Body. Committee member Valdivia-Alcalá seconded. Approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Councilmember Spencer Duncan, Policy and Finance Committee Chairperson DOCUMENT #:
SECOND PARTY/SUBJECT: 2024 Legislative Agenda PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the 2024 City of Topeka Legislative Agenda

(The Policy and Finance Committee recommended approval by a vote of 3-0-0 on November 14, 2023.)

VOTING REQUIREMENTS:

Discussion only.

POLICY ISSUE:

Whether to determine the City's legislative priorities for the 2024 legislative session.

STAFF RECOMMENDATION:

Staff makes no recommendation.

BACKGROUND:

The Policy and Finance Committee discussed legislative priorities on October 27, 2023. The Committee plans to meet again during the week of November 6th to continue discussion on recommended priorities for the 2024 legislative session.

The Committee held a meeting on November 14, 2023 and is recommended approval of the proposed resolution by a vote of 3-0-0.

BUDGETARY IMPACT:

To be determined based on priorities.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:**Description**

Resolution (approved by PF Committee on 11-14-23)
PF Committee Report (Nov 14, 2023)
Nov 14, 2023 PF Committee Meeting Minutes Excerpt
Oct 27, 2023 PF Committee Meeting Minutes Excerpt

RESOLUTION NO. _____

A RESOLUTION introduced by the members of the Policy and Finance Committee relating to the City of Topeka's legislative agenda for the 2024 legislative session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that the following is hereby adopted as the City of Topeka's legislative agenda for the 2024 legislative session:

Home Rule. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, our local Governing Body, as the body closest to the people, is in the best position to make decisions for our community, particularly in regards to local tax and revenue decisions. The City of Topeka strongly supports legislation that respects our constitutional home rule authority.

Finance & Taxation.

(1) Taxing and Spending Powers; Local Ad Valorem Reduction Fund (LAVTR). Local spending and taxing decisions are best left to the local officials representing the citizens that elected them. Moreover, the City joins with the League of Kansas Municipalities in urging the Legislature to follow state law by funding the LAVTR program.

(2) Business Competition. We strongly oppose any state-imposed limits on the taxing and spending authority of cities and legislation that seek to exempt/waive property taxes for some businesses at the expense of the tax base as a whole on the basis of competition.

(3) Sales Tax. As the majority of commerce occurs inside city limits, cities should be able to impose voter-approved local sales taxes without interference from the county.

(4) Unfunded Mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

Public Welfare.

(1) Abandoned Housing. We support legislation that would give cities additional tools to deal with vacant and abandoned housing.

(2) Mental Health. We support allocating additional resources for mental health programs, including establishment of a state mental health facility in Topeka to provide additional bed space for patients with mental health issues.

(3) Medicaid Expansion. Kansas is one of only 11 states that has not expanded Medicaid eligibility which is supported by 7 out of 10 Kansas voters. We urge the Legislature to do so in order to provide health care to individuals who cannot afford to access these services.

(4) Homelessness. We support allocating a portion of the budget surplus to help cities address homelessness and its underlying causes which include a lack of affordable housing and social services.

(5) Minimum Wage. We support passage of 2023 S.B. 140 which would allow cities to utilize their Home Rule power to require employers to pay wages higher than the minimum wage.

Community Development

(1) Menninger Property. We support efforts to secure state funding for projects to redevelop Menninger Hill.

(2) Broadband. The State should support efforts that invest in broadband as an essential utility for the success of the community.

League of Kansas Municipalities. We support the League of Kansas Municipalities 2024 Statement of Municipal Policy to the extent the Policy is consistent with the City's priorities and agenda, including opposing legislation limiting the City's Home Rule authority.

ADOPTED 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: RESOLUTION: 2024 Legislative Agenda

**Date referred
from Council
meeting:**

**Date referred
from
Committee:** November 14, 2023

**Committee
Action:** MOTION: Committee member Valdivia-Alcalá made a motion to approve the 2024 Legislative Agenda Resolution, and to send it forward to the Governing Body for approval. Committee member Naeger seconded. Motion approved 3-0-0.

Comments:

**Members of
Committee:** Councilmembers Spencer Duncan (Chair), Christina Valdivia-Alcalá, Hannah Naeger

**Agenda Date
Requested:** November 14, 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: November 14, 2023
Time: 10:00am
Location: Virtual Meeting via Zoom

Committee members Present: Spencer Duncan (Chair), Christina Valdivia-Alcalá, Hannah Naeger

City Staff Present: Deputy City Attorney Mary Feighny, Chief Financial Officer Freddy Mawyin

1) Call to Order

Chairman Duncan called the meeting to order at 10:00am.

2) Approve October 27, 2023 Minutes

Chairman Duncan made a motion to approve the minutes. Committee member Valdivia-Alcalá seconded. Motion approved 3-0-0.

3) 2024 Legislative Agenda

Chairman Duncan noted that there were a few things removed from the 2024 Legislative Agenda resolution, but that the more important thing to review were the several items that were added.

- Under the Finance & Taxation piece: Nothing related to Home Rule was amended. There were also no amendments made under Public Welfare.
- There were a few changes under the mental health piece. The Committee did add that we believe the State should establish a mental health facility to increase mental health services to Kansans.
- Medicaid expansion was added, with an additional piece on homelessness.
- The Committee does support allowing Home Rule to increase livable wage/minimum wage, whichever term people would like to use.

Chairman Duncan stated there were a few other minor changes in the language, however the items previously mentioned were the substantial changes.

Committee member Valdivia-Alcalá stated she had reviewed the resolution and was comfortable with the language. She felt that there was a very Council-driven, Community and business-driven agenda to work with the City's lobbyists to move

forward to hopefully help Topeka deal with any number of issues that Topeka, and likely other municipalities, are experiencing.
Committee member Naeger did not have any additional comments.

MOTION: Committee member Valdivia-Alcalá made a motion to approve the 2024 Legislative Agenda Resolution, and to send it forward to the Governing Body for approval. Committee member Naeger seconded. Motion approved 3-0-0.

4) Adjourn

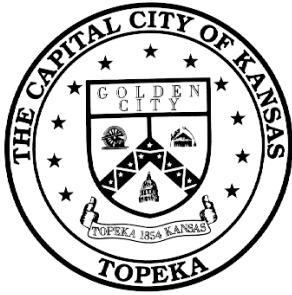
Chairman Duncan commented that he was not sure if the Committee would have another full meeting in 2023, although there may be another meeting similar to this, to specifically address the Common Consumption issue.

Chairman Duncan requested that CFO Freddy Mawyin send information in writing about the ARPA process, and how things are going, to allow the Committee to submit questions, so that after the brief December meeting on Common Consumption, the ARPA item could be briefly addressed. He would like to see more information in early 2024. CFO Mawyin confirmed he would be able to do that.

Chairman Duncan adjourned the meeting at 10:05am.

The video of this meeting can be viewed at:

https://youtu.be/GKzKyuW_Yo8?si=R7p5LYwj1OIlZ3so



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Liz Toyne, Executive Assistant
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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 2024 Legislative Agenda

2024 Legislative Agenda

Whitney Damron, Contract Lobbyist for the City of Topeka, reviewed a memorandum of items that may potentially impact Topeka in 2024. These include:

- Last session, legislation was proposed to remove sales tax on food. The Senate's idea was to also remove it at the city and county level, which would have had a significant impact on local units of government. That legislation did not succeed, but it will come back.
- Another piece of tax legislation was put into a bill and sent to the Governor. It would exempt certain properties, namely health clubs, restaurants and child care facilities, from having to pay property taxes. The expectation is that that item will be brought back before legislation.
- The House and Senate leadership would like to see the state move to a flat tax income tax. It would potentially have long-term impact on state revenues and could see declining revenues. Because of that, the state is fortunate right now, that it has a pretty good balance of about \$3B in unencumbered finances. A lot of people want to spend down.
- One priority for next year is to get the legislature to fund the Local Ad Valorem Tax Reduction (LAVTR) fund. That has been cast aside for about the last 20 years. Their ask is potentially \$50M of the state fund to be put into LAVTR, to be distributed to cities and counties for reducing property tax. The House and Senate leadership have indicated that is not their priority.
- Mr. Damron thinks there will be efforts seen to reduce property taxes in the 2024 session, but the legislature, at least the Republican leadership, is more inclined to look at a reduction of the statewide Mill Levy, which is \$20M to fund schools k-12. There is also a \$1.5M statewide levy that is used to fund infrastructure for universities and the like, so buying that down a couple of Mills is probably more of an interest to leadership. They get credit for doing that, as opposed to passing money down to local units of government to try to cut property taxes.

- There may be efforts to reduce property taxes for seniors.
- Last year, there were 30-40 tax bills, and at least half of them made it to the Governor's desk, and all of them were vetoed. They were in two or three different packages, and the legislature failed to override any of the Governor's vetoes. She will likely continue to exercise her veto authority in 2024, so it remains to be seen if Republicans can override. With only so much money in the State's bank account, and with it being an election year for all House and Senate members, Mr. Damron felt it was unlikely that they would leave town again without some kind of a tax bill. There may need be a compromise with the House, Senate and Governor in 2024.
- The public/private competition issue will be back. Many of those issues actually passed the House and Senate and were sent to the Governor. They will not need to go back through the committee process, and can wait until whatever time during the session to put packages and pieces back together and send them back to the Governor.
- Another issue important to Topeka, as well as other cities, is homelessness. Within the past few days, Mr. Damron, City Attorney Amanda Stanley and Interim City Manager Richard Nienstedt met Representative Francis Averkamp from St. Mary's. Representative Averkamp chairs a committee on welfare reform. He has a one-day hearing scheduled in November on homelessness and we wanted to get some of his thoughts on his direction, and what he would like to see that committee do. Although they probably cannot come to any great conclusions, resolutions or recommendations with a one-day hearing, but it does start the discussion. Chairman Averkamp indicates his priorities are public safety followed by protection of business interest, and then third is dealing with the homelessness issue in a broader sense of itself. He understands it is extremely complicated, but his direction and priorities were on public safety and the protection of private property.
- Foster care is another issue that will likely be looked at and would impact the City. The child tragedy that occurred recently involved Topeka. The legislature Republicans suggested the state needs an Office of Independent Child Advocacy.
- There are also going to be efforts again for Medicaid expansion. That is a tough sell with this legislature.
- Child Care Regulations
- Economic Development
- STAR Bonds
- Election laws
- Electric rates
- Imminent domain
- Another issue that probably will not move into the legislative process, but that has also been worked on is the challenges regarding financing for the Polk-Quincy Viaduct project, due to bid prices that have been coming in for the City. There has been constructive discussion with the administration about perhaps getting some assistance on that for the City as well. There is

a target date to meet again in the coming weeks to look at what bids might look like and the shortfalls.

Committee member Valdivia-Alcalá had a number of questions and requests:

- Request to receive an update to the Policy & Finance Committee or Governing Body meeting as a whole, after the November 9th meeting with Representative Averkamp, regarding homelessness. She noted that she was on his panel last year and spoke with him in depth about the challenges that Topeka is facing with the unsheltered crisis. She is hopeful that he is open to having another such panel and listening to all parties.

City Attorney Amanda Stanley responded that the goal of the meeting with Rep. Averkamp was mainly to listen to him, to figure out what, as Chair, his plan was for that November 9th meeting. They also provided Rep. Averkamp with information about what the City's Innovation team, and the issues being addressed are not just a City specific issue, and that it needs all parties to be at the table. Rep. Averkamp explained that part of his goal is to get a good understanding of his Committee, of mainly education of the law. He allowed staff to suggest some names of individuals that might understand how the law works and impacts cities. Amanda Carnes, Executive Director for the International Municipal Lawyers Association, has been put on his agenda to explain the law and the impact to cities and to make sure that the legislature has a thorough understanding of how and what do, and how it can impact us on the local level.

Committee member Valdivia-Alcalá inquired if there were about the concerns about suing, and looking at that from an alternative lens? That there are folks out there who have been so fed up with this, and others outside of Kansas that have pushed for some type of legal recourse. The lack of public health and safety that this crisis across our country is causing. It is not only the ACLU, but concerns from citizens in neighborhoods are pushing back with concerns about their health and safety and quality of life. All public health and safety is being compromised with the "do nothing" approach.

City Attorney Stanley stated she felt Rep. Averkamp's, and his committee's, focus will be on public safety and businesses. Protecting business rights.

- Is there any nuance being given in these conversations of how lot to moderate income (LMI) communities have had more of a challenge with this issue? In Topeka, we have LMI communities and upper-class communities, and the burdens and more intense impact is occurring in the LMI communities.

Mr. Damron stated he would be representing the position of the City of Topeka in the hearing process, and that those concerns could be brought forward.

- Is there is an anticipation, with regard to homelessness, for a game plan of how to use excess funds? For what the City is trying to do with increasing stock of affordable housing, trying to come up with a long-range plan for the homeless crisis? Is there specifically, a game plan to ask for additional funding, since we maybe one of the first cities in the state to go to the level where we currently are with trying to find a path forward.

Chairman Duncan stated he had planned to make a request for what that amount and request might look like, a little later in this meeting, to add homelessness to that list. He wanted to work as a Committee to create what they felt should be their “ask” to the legislative agenda.

- Committee member Valdivia-Alcalá inquired if the Policy & Finance Committee could make a recommendation, which will be sent forward to the Governing Body, to add poverty and a living wage? She felt that there was a need for further discussion, and taking actions when possible, to the systemic issues that are creating some of these problems. Continuing to put money toward the issues and hoping that something will stick, is not going to work.

Chairman Duncan stated he would be willing to take time to have the Committee review this and create a request. Committee member Valdivia-Alcalá would like to request that the Policy & Finance Committee work together to formulate a paragraph or two for this.

- There are two things that Committee member Valdivia-Alcalá felt were important for the Governing Body to consider with regard to the upcoming legislative session. One is, what is the consideration for, when needed, to get Council members that are specifically involved with particular aspects of any part of the legislative agenda, to go and speak? The second thing is, when we talk about property tax relief, what is the possibility of being creative in the upcoming year to consider taking average people before the House to speak on being taxed out of their home?

City Attorney Stanley stated she would be proactive with working with Mr. Damron and City Manager to invite Council members and others to speak, as having new voices is helpful.

Committee member Naeger voiced support in taking a deeper look, as a committee, and adding to the agenda, a look at living wages. She thanked Mr. Damron and staff for their work on these issues.

Mr. Damron stated that the Shawnee County Delegation will be meeting in the State House on Wednesday, November 29th, to hear from community stakeholders and to explain what their legislative agenda is. The meeting begins at 9:00am. The City of Topeka is scheduled at 9:30am in room 144 South.

Chairman Duncan stated that the Senate President last year, was not very kind to cities, publicly in things he said on the record. Chairman Duncan and the Senate President have spoken. He felt like the City does a good job of staying in touch with the local delegation, but he felt it could be a benefit for the City to meet with the Senate President, or with a group of the Senate leadership, when they get into position in January. It is a chance to hear from the capital city’s folks and perhaps help smooth some of his rhetoric before he starts.

Chairman Duncan noted that the 2023 Legislative Agenda resolution was included in the packet. The Committee reviewed this list and noted items that had been resolved and which have still not been resolved at this time.

Items removed:

- Common Consumption
- Drivers License
- Docking Building and KDHE Lab

- Broadband
- ARPA funding. He would like to include additions of the LABTR, Medicaid expansion through a lens of the homelessness issue, something that relates to homelessness, something on living wage and poverty.

Items staying from 2023 to 2024:

- Tax & spending powers
- Home Rules
- Abandoned housing
- Mental health – to include discussion of a State Hospital
- Menninger property

Items being added to 2024 Legislative agenda:

- LAVTR
- Support for Medicaid expansion; to also include a piece about homelessness and Medicaid
- Homelessness/Poverty
- Living wage

Committee member Valdivia-Alcalá noted that something she continues to hear about is the lack of a state hospital. She would like to know what the City's range would be with the Legislative agenda to talk about pushing for the creating of a state hospital. The Shawnee County jail is spending around \$18M, with \$2M going toward an expansion to create 100 beds specifically for mental health patients. It has been noted by many in the city that once the former state hospital closed, and once Menninger's left, that that is when many of the problems related to increased homelessness and crimes from individuals with mental health issues began.

Chairman Duncan stated would support adding this item to the mental health section, whether it is to support the redevelopment of a state hospital system, or whatever it may look like. He is aware that the Kansas Mental Health Coalition and the State Hospital Association support has started, and he felt this would be timely, as other cities are also voicing similar concerns. Committee member Naeger also felt this would be appropriate to add.



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November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: Jason Tryon, Deputy Director Public Works DOCUMENT #:
SECOND PARTY/SUBJECT: Downtown Parking Plan PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the City of Topeka Downtown Parking Plan.

(Staff will review proposed recommendations, implemented changes and pro forma financials.)

VOTING REQUIREMENTS:

Discussion only. No action required by the Governing Body.

POLICY ISSUE:

Parking Discussion regarding pricing and policies governing Downtown Topeka parking.

STAFF RECOMMENDATION:

Staff is making no recommendation. Discussion only.

BACKGROUND:

CIP project for parking garage repair was passed in November 2022 along with changes to parking ordinances, garage repairs are underway but policy changes have not been fully implemented.

BUDGETARY IMPACT:

To be determined.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Public Infrastructure Committee Parking Presentation (September 29, 2023)



CITY OF
TOPEKA



Downtown Parking Governing Body Discussion

November 14th, 2023

Parking Plan: Recommendation Review

2

- Maintain ownership & management of all parking assets
- Paid parking on Kansas Ave/100 blocks
- Increase Parking Rates and Citations
 - First increase since 2010
 - Provide for minimum and maximum pricing range to enable demand based pricing and inflation based increases
- General fund support for *initial* capital repairs
 - Ongoing maintenance covered by revenue increase



Parking Plan: Implemented Changes

3

- Rate structure was changed, minimum and maximum rates were established:

	<u>Term</u>	<u>Min</u>	<u>Max</u>
Parking Lots	Month	\$ 15.00	\$ 80.00
Parking Garages	Month	\$ 40.00	\$ 120.00
Hourly	Hour	\$ 0.50	\$ 3.00
On Street			
On Street Meter	Hour	\$ 0.50	\$ 3.00
10 Hour Meter Permit	Month	\$ 44.00	\$ 65.00
Meter Hood	Day	\$ 6.00	\$ 30.00
Fines			
1st Offense	Each	\$ 8.00	\$ 20.00
2nd Offense	Each	\$ 15.00	\$ 40.00



Parking Plan: Implemented Changes

4

- Design-Build team was selected through competitive bid:
 - Immediate review of safety hazards in all garages
 - Work performed in Uptowner, 9th Street and Townsite to address immediate safety hazards
 - Townsite structural improvements began May 2023
 - Uptowner structural improvements began in October 2023
- On street hood prices and citation costs were increased effective January 1st 2023
- Remaining price changes were not implemented



Parking Plan: Additional Developments

5

- December 2022 received notice of reduction in spaces for 2 of our largest tenants:
 - Townsite Plaza LLC, 226 spaces to 98, \$8,672 reduction in monthly revenue
 - Evergy, 296 spaces to 44, \$13,157 reduction in monthly revenue



Parking Plan: Full Detailed Summary

6

Yearly Totals

Parking Fund	2020	2021	2022	2023 (Projected)
Revenues	\$2,287,257	\$2,331,425	\$2,510,444	\$2,347,039

YTD Totals (7/31/2023)

Types of Parking	2020	2021	2022	2023
Garage Parking	\$1,016,844	\$1,118,590	\$1,187,816	\$1,059,085
On Street Parking	\$214,639	\$258,453	\$242,210	\$274,146
Surface Lot Parking	\$38,433	\$45,252	\$45,592	\$46,104
Totals	\$1,269,916	\$1,422,295	\$1,475,528	\$1,379,335



Parking Plan: Capital Improvement Scope

7

- The following types of repairs are scheduled from 2023 to 2026:
 - Structural
 - Waterproofing
 - Mechanical
 - Plumbing
 - Electrical
 - Fire Protection
 - Façade
- Cost are estimates and subject to change

Location	Cost (Inflation Adjusted)
<i>Townsite</i>	\$4,552,965
<i>Uptowner</i>	\$7,567,394
512 Jackson	\$1,550,882
Centre City	\$840,944
Coronado	\$1,967,637
Crosby	\$1,132,502
Ninth Street	\$3,135,349
Park 'N Shop	\$1,489,120
Totals	\$22,236,792



Parking Plan: Proposed Pricing Rollout

8

- Phased price increase as additional improvements are made
 - Implement 10% price increase as garage improvements are made over next 2 years
 - 3% inflationary increases beginning in 2026
 - Price changes every 3 years thereafter
 - Same price increase structure will apply to parking lots
 - Implement paid parking of \$1.25 per hour on Kansas Avenue
 - Payment on KS Avenue by pay station or app, no additional meters
 - Restore \$1.00 per hour parking on 100 block East and West of Kansas Avenue



Parking Plan: Proposed Pricing Rollout

- Estimated Revenue for additional paid on street parking
 - \$250,000 annually from KS Avenue
 - \$100,000 annually from 100 blocks East and West of KS Avenue
- 3 month timeline for KS Avenue paid parking implementation. Lead time of pay stations and public awareness campaign
- Future plans are to remove physical meters to then transition to payments by pay station or app



Kansas Ave Paid Parking

- The city would need 12 pay stations that range from \$5,500 - \$8,000. Planned locations include:
 - 2 on 600 KS West
 - 1 on 600 KS East
 - 2 on 700 KS West
 - 1 on 700 KS East
 - 1 on 800 KS West
 - 1 on 800 KS East
 - 2 on 900 KS West
 - 2 on 900 KS East



Parking Plan: Proposed Pricing Rollout

11

- Relax time restrictions outside of congested areas
 - Increased 10 hour parking options surrounding capital complex
 - Eliminate 1 hour time limits for 2 hour time limits
 - Convert 2 hour parking to 4 hour parking where appropriate
 - Convert from meters to application based payment in time zone



Parking Plan: Proposed Pricing Rollout

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	Current	Proposed	2026	2029	2032
Standard Garage Parking	\$67.75	\$74.00	\$81.00	\$89.00	\$97.00
Reserved Garage Parking	\$75.50	\$95.00	\$104.00	\$114.00	\$125.00
9th Street Garage	\$47.43	\$51.00	\$56.00	\$62.00	\$65.00
Premium Lot	\$45.00	\$45.00	\$49.00	\$54.00	\$59.00
Outer Lot	\$18.00	\$18.00	\$20.00	\$22.00	\$25.00
10 Hour Permit	\$44.00	\$51.00	\$56.00	\$61.00	\$67.00

- Standard Garage: 512 Jackson, Center City, Crosby Place, Park N Shop, Townsite, Coronado and Uptowner
- 9th Street Garage is contractually obligated to be no more than 70% of the cost of other garages
- Premium Lots: Monroe Lot and 4th and Jackson Lot
- Outer Lots: Water Tower Lot and 8th and Madison Lot



Parking Plan: Long Range Fund Balance

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	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>
Revenue	\$2,347,039	\$2,882,272	\$3,115,676	\$3,334,395	\$3,569,840	\$3,571,684	\$3,571,684	\$3,785,561	\$3,785,561	\$3,821,868
Expense	\$2,598,105	\$3,004,042	\$2,635,465	\$2,706,610	\$2,704,308	\$2,748,489	\$2,820,552	\$2,899,670	\$2,951,036	\$2,904,210
Gain/Loss	(\$251,066)	(\$121,770)	\$480,211	\$627,785	\$865,532	\$823,196	\$751,133	\$885,891	\$834,525	\$917,658
EOY Fund Balance	\$1,493,991	\$1,372,221	\$1,852,432	\$2,480,217	\$3,345,750	\$4,168,945	\$4,920,078	\$5,805,969	\$6,640,495	\$7,558,153

- Revenue projections include limited revenue from Townsite garage for 2024 due to renovations
- No revenue is projected from Uptowner garage until 2025
- Expenses assume a 3 % annual increase in operating expenses
- Revenue projections are based on average 77% occupancy in 2024, increasing steadily to a 92% occupancy in 2032
 - Pre-pandemic garage occupancy was over 100%
- Proposal targets an annual capital reserve fund allocation of \$580,000,
 - \$130 per garage space, and \$20 per surface space, for future capital repairs





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November 14, 2023

DATE: November 14, 2023
CONTACT PERSON: **DOCUMENT #:**
SECOND PARTY/SUBJECT: Public Comment **PROJECT #:**
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

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: