



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

Governing Body Agenda

June 18, 2024
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Marcus D.L. Miller	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
David Banks	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.

If you need any accommodations for the meeting, please contact the City ADA Coordinator at 785-368-4470. Kansas Relay Service at 800-766-3777. Please provide a 48 Hour Notice if possible. Assistive listening devices are available for use in the community forum.

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 RECOGNITION:

- **Topeka Center for Peace and Justice Inc.**

3. APPOINTMENTS:

A. Board Appointment - Downtown Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the reappointment of Nicholas Xidis to the Downtown Business Improvement District Advisory Board to fill a term ending June 30, 2026. *(Council District No. 1)*

B. Board Appointment - Downtown Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the reappointment of Stephen Smith to the Downtown Business Improvement District Advisory Board to fill a term ending June 30, 2026. *(Council District No. 1)*

C. Board Appointment - Downtown Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the appointment of Kim Schultz to the Downtown Business Improvement District Advisory Board to fill a term ending June 18, 2026.

4. PRESENTATIONS:

- **Go! Cashless with KTA**

5. CONSENT AGENDA:

A. Resolution - 2024 Governing Body Meeting Schedule

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt cancelling the Governing Body meeting for July 16, 2024 and calling a special meeting for July 30, 2024.

(Governing Body Meeting cancelled July 16, 2024 due to the Greater Topeka Partnership intercity visit to Boise, Idaho, the week of July 16, 2024.)

B. MINUTES of the regular meeting of June 11, 2024

C. APPLICATIONS:

6. ACTION ITEMS:

A. Ordinance - Reser's Fine Foods Parking Lot Annexation - 3620 and 3600 SE 6th Avenue

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt annexing land to the

City of Topeka, Kansas, in accordance with K.S.A. 12-520(7), located at 3620 SE 6th Avenue and 3600 SE 6th Avenue within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A24/1)
(Council District No. 3)

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

(Annexation of a 41.7-acre tract to accommodate the development of a parking lot for refrigerator truck staging. The tract will be assigned to Council District No. 3)

B. Ordinance - Reser's Fine Foods Planned Unit Development (PUD) Master Plan Amendment

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on 84.7 acres of land located at the northwest corner of SE 6th Avenue and SE Croco Road from Planned Unit Development (PUD) with “I-1” Light Industrial District uses and “RR-1” Rural Residential District all to "PUD" with "I-1" Light Industrial District uses to allow expansion of the Reser’s food processing operation to include construction and operation of a storage lot for 405 semi-truck trailers. *(PUD 16/05B) (Council District No. 3)*

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

(Approval will allow development of a storage and staging lot for 405 semi-truck trailers at the Reser's Find Foods Plant at SE 6th and Croco Road.)

C. Ordinance - Sports Center Annexation - 6545 and 6549 SW 10th Avenue

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520(7), located at 6545 SW 10th Avenue and 6549 SW 10th Avenue within unincorporated Shawnee county, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. *(A24/3)*
(Council District No. 9)

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

(Annexation of 57.9 acres to construct a multi-level driving range with accessory uses. The tract will be assigned to Council District No. 9)

D. Professional Service Contract - Bartlett and West, Inc. - Street Improvement Project T-701028.00

APPROVAL of a Public Works Engineering Contract between the City of Topeka and Bartlett and West, Inc., in an amount not to exceed \$348,480 to perform professional engineering services.

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

(Services include public engagement, traffic study, geotechnical, concept plans and high level cost estimates. Design, inspection, and construction services are not included in this contract or scope of work for Street Improvements on SW Huntoon Street from SW Gage Boulevard to SW Harrison Street.)

E. Resolution - Unassigned Reserve Fund Authorization - Hotel Topeka ADA Path, Sidewalk and Loading Dock Repairs

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$125,662 from the Unassigned Reserve Fund for site improvements at Hotel Topeka.

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

(Approval would allow for construction of a handicap accessible walkway from Topeka Boulevard to Hotel Topeka, repairs to the existing sidewalk on the exterior of the building and repairs to the existing loading dock on the north side of the hotel. The Policy and Finance Committee will consider this item at the June 11, 2024 Committee meeting.)

F. Resolution - Unassigned Reserve Fund Authorization - Hotel Topeka Fire and Smoke Damper Actuators Replacement

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$59,589.19 from the Unassigned Reserve Fund for the replacement of faulty smoke and fire damper actuators at Hotel Topeka.

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

(Approval would allow the transfer of \$59,589.19 to the Topeka Development Corporation (TDC) to replace faulty smoke and fire damper actuators at the Hotel Topeka. The Policy and Finance Committee will consider this item at the June 11, 2024 Committee meeting.)

G. Resolution - 2027 Fire Department Fleet Replacement

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project No. 900034.00 for the 2027 Fire Department Fleet Replacement Program. *(Public Infrastructure Committee recommended approval on June 12, 2024)*

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

(Approval would authorize \$2,129,198 to cover the cost of the apparatus and loose equipment on the apparatus.)

7. NON-ACTION ITEMS:

A. Discussion - 2025-2027 Neighborhood Revitalization Plan

DISCUSSION regarding the renewal and adoption of the Neighborhood Revitalization Program for years 2025-2027.

(The current plan is set to expire December 31, 2024.)

8. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person.

Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

9. ANNOUNCEMENTS:

10. EXECUTIVE SESSION:

11. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Jane Murray, Executive Assistant to the Mayor **DOCUMENT #:**
SECOND PARTY/SUBJECT: Topeka Center for Peace and Justice Inc. **PROJECT #:**
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

- Topeka Center for Peace and Justice Inc.

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:



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Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Downtown Business **PROJECT #:**
Improvement District
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Nicholas Xidis to the Downtown Business Improvement District Advisory Board to fill a term ending June 30, 2026. *(Council District No. 1)*

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Mayor Padilla nominates and recommends the reappointment of Nicholas Xidis to the Downtown Business Improvement District Advisory Board (BID) to fill a term ending on June 30, 2026.

BACKGROUND:

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

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

N. Xidis - DBID Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on 16 April 2024, 2:21PM
Receipt number 235
Related form version 8

Profile

First Name Nicholas

Last Name Xidis

Email Address nick@hazelhillchocolate.com

Street Address 724 S. Kansas Ave.

Suite or Apt

City Topeka

State Kansas

Zip 66603

Are you a resident of the City of Topeka? Yes

What district do you live in? District 1

Primary Phone (785)221-8782

Alternate Phone (785)215-8883

Employer Hazel Hill Chocolate

Job Title Chocolate Maker

Which Board would you like to apply for? Downtown Business Improvement District Advisory Board

Are you a registered voter? Yes

Are you currently a full or part-time employee of the City of Topeka? No

Which department do you work for?

Are you or any immediate family member related to any city governmental official or employee? 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 am a downtown resident and business owner. I'm interested in continuing to see improvement in downtown Topeka.

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. Business Owner more than 15 years
Business Hall of Fame
Business of Distinction
President Board Jayhawk Council BSA

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

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

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

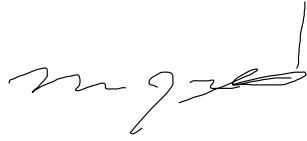
Gender Male

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

Notification to applicants for City Board/Commissions

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

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



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214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Downtown Business **PROJECT #:**
Improvement District
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Stephen Smith to the Downtown Business Improvement District Advisory Board to fill a term ending June 30, 2026. *(Council District No. 1)*

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Mayor Padilla nominates and recommends the reappointment of Stephen Smith to the Downtown Business Improvement District Advisory Board (BID) to fill a term ending on June 30, 2026.

BACKGROUND:

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

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

S. Smith - DBID Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on 16 April 2024, 10:57AM
Receipt number 233
Related form version 8

Profile

First Name Stephen

Last Name Smith

Email Address stephen@stephensmithimages.com

Street Address 931 S Kansas

Suite or Apt

City Topeka

State Kansas

Zip 66612

Are you a resident of the City of Topeka? Yes

What district do you live in? District 1

Primary Phone 17853547153

Alternate Phone

Employer Self - Stephen Smith Gallery

Job Title owner

Which Board would you like to apply for? Downtown Business Improvement District Advisory Board

Are you a registered voter? Yes

Are you currently a full or part-time employee of the City of Topeka? No

Which department do you work for?

Are you or any immediate family member related to any city governmental official or employee? 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 am and have been for quite a while serving on the Downtown Business Advisory Board.
I believe and support its vision and purpose.
I also live in a loft (for the last 14 years) above my business Stephen Smith Gallery at 931 S Kansas Ave. (since 1978), so I have a vested interest in downtown.

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.

Some College, operating a business at 931 S. Kansas Ave since 1978, currently serve on the Downtown Topeka Redevelopment Incentive Grant Program Committee, recipient of the Masters and Craftsman Degrees from the Professional Photographers of America Association, recipient of the National award from the PPA and KPPA. Served as President of the KPPA.

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.

[StephenSmithBIO.doc](#)

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

Stephen A Smith

[Link to signature](#)

Alternative electronic signature

Stephen A Smith

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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.



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www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Downtown Business **PROJECT #:**
Improvement District
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Kim Schultz to the Downtown Business Improvement District Advisory Board to fill a term ending June 18, 2026.

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Mayor Padilla nominates and recommends the appointment of Kim Schultz to the Downtown Business Improvement District Advisory Board (BID) to fill a term ending on June 18, 2026.

BACKGROUND:

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

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

K. Schultz - New Application & Resume

City of Topeka Boards and Commissions Application

Submitted on 14 May 2024, 2:33PM
Receipt number 242
Related form version 8

Profile

First Name Kim

Last Name Schultz

Email Address Justsmyl@cox.net

Street Address 3329 SW Westwood Dr

Suite or Apt

City Topeka

State Kansas

Zip 66614

Are you a resident of the City of Topeka? Yes

What district do you live in? District 5

Primary Phone 7852217785

Alternate Phone 7852727785

Employer Creatively Bold Enterprises, LLC

Job Title Owner

Which Board would you like to apply for? Downtown Business Improvement District Advisory Board

Are you a registered voter? Yes

Are you currently a full or part-time employee of the City of Topeka? No

Which department do you work for?

Are you or any immediate family member related to any city governmental official or employee? 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 on the BID before 2020 closed our Downtown businesses. We are now back open and I noticed that there are two vacant positions.

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. Washburn University Graduate. My family is very supportive of making Topeka even more awesome.

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

**Please upload a resume or any additional information you believe may be helpful in considering your application. [BID Resume 5-14-24.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

Kim Schultz

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.



KIM SCHULTZ

COMMUNITY SUPERSTAR

MR. MAYOR,

I would like to be appointed to the Business Improvement District Board (BID)

- 57 years as a Topeka resident
- Washburn University Graduate Bachelor's Degree Accounting
- Topeka Small Business Owner since 2002
- Downtown Business Owner since 2003
- BID Board Member 2010-2018

Creatively Bold Enterprises, LLC is my accounting business where I work with people from all over the US helping them follow their dreams of being an entrepreneur. Small business consulting, accounting/payroll services, & Accounting system recovery and reconstruction. I am also a Positivity Influencer and speaker. I host a podcast called KIMology 411.

My family owns the Tinkham Veale Building at 909 & 911 S Kansas Ave. We recently did over \$600,000 in renovations to our building and our new restaurant opened in February. Here I get to give people the joy of food and entertainment.

I enjoy helping our community be better and do better.

Sincerely,

Kim Schultz

CONTACT

@ Justsmyl@cox.net

(785) 221-7785



Topeka, KS





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214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Jeri Biehler, KTA Senior Communications Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: Go Cashless with KTA
PROJECT #:
CATEGORY/SUBCATEGORY:
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Go! Cashless with KTA

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

KTA Go Cashless Presentation
KTA Flyers



Go! Cashless with KTA

June 18, 2024



Why cashless tolling

- Safety
- Customer convenience and service
- Operational considerations
 - Aging equipment, need for investment
 - Aging workforce
 - Efficiency





About cashless tolling

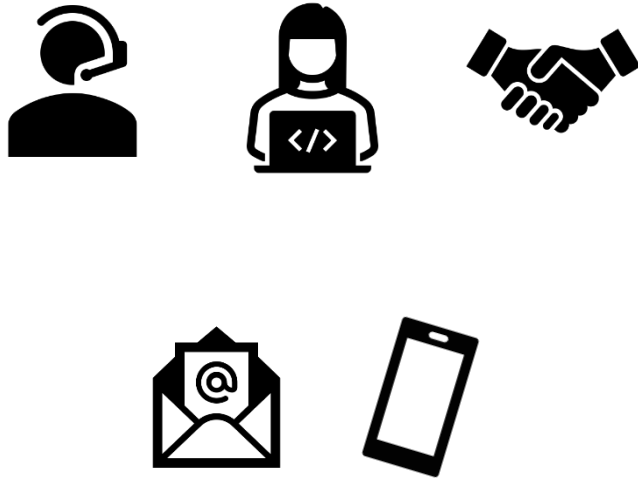
- July 1, 2024
- If you have a KTAG, not much will change. Customers who typically stop at a toll booth will have new ways to pay.
- DriveKS will be Kansas' new toll payment system to support customer payments.



DriveKS



We're here to help



- Three Kansas-based customer service centers available for phone, email or in-person help
- Online account management
- Mobile app
- Connect with us on social media



www.ksturnpike.com

www.myktag.com

www.DriveKS.com

GO!

Since 1956, the Kansas Turnpike Authority has served customers by connecting them with the people and places that matter most. While our tolling system is changing, our commitment to this mission and our customers remains strong.

In July 2024, the Kansas Turnpike will go cashless. You will experience changes on the roadway and how you pay your toll or manage your account.

Here's what cashless means for you:

- There will no longer be an on-road payment option. All customers will keep moving.
- A new toll payment system called DriveKS will allow customers to manage all their toll travel in one account, whether the vehicle has a transponder or is identified by its license plate.
- Compatibility with other states will not be affected by cashless tolling and efforts to expand continue.

84% of customers support the change to cashless tolling.

- According to the 2023 KTA Customer Satisfaction Survey



Watch this 90-second video on how cashless tolling will work on the Kansas Turnpike.



Get a K-TAG to save money—now and when the turnpike converts to cashless tolling.

WHAT TO EXPECT

On the road

In July 2024, all traffic keeps moving with the turnpike's conversion to cashless tolling.

- Customers will no longer have to stop at toll booths to pay.
- If you use a transponder, such as a KTAG, you will continue to drive as you have been.
- Without a transponder, the vehicle's license plate registration will be used to generate a mailed bill.

“Increasing the efficiency and compatibility of the KTA tolling system has helped our members move both their goods and their people with a maximum convenience. Time saved is money saved!”

- Scott Heidner, *Economic Lifelines Executive Director*

Introducing DriveKS: How to pay your toll

DriveKS will be the Kansas Turnpike Authority’s new toll payment system once cashless tolling begins. This system allows you to manage all your toll travel in a single account, whether your vehicles have transponders or are identified by license plate. If a vehicle doesn’t have a transponder, we’ll attempt to match its registration information to an existing DriveKS account. If the registration information matches a DriveKS account, the transaction(s) will be applied to the account. If the registration information does not match a DriveKS account, a new account will be created using the license plate info.

- Mailed bills and other account communication will come from DriveKS.
- Customers who use a compatible transponder will not have a DriveKS account. These customers will continue to pay through the account associated with their transponder, not a KTAG.
- An exciting feature of DriveKS will be the ability to temporarily add rental vehicles and visitors to your account.

Using a KTAG

- If you have a KTAG not much will change.
- Your K-TAG account will automatically convert to DriveKS, Kansas’ new toll payment system.
- Your existing K-TAG login information will work on the new DriveKS website and mobile app.
- Bookmark www.DriveKS.com so you can login to your account once cashless tolling goes live in July.
- Billing dates will change for personal accounts. Customers will be billed monthly, but rather than all accounts being billed on the same day, they will be spread throughout the month. This helps KTA be more efficient and improves customer service for you.

Without a transponder

If you currently pay at a toll booth, you will have three new options to pay.

1. You can create an account prior to travel so your vehicle and payment information is in the system before you travel.
2. You can pay your toll before you receive a mailed bill but online functionality is limited during this timeframe.
3. You can wait to receive a mailed bill and a DriveKS account will be created based upon vehicle registration information. Use an option listed on the statement to pay. You can also save a payment method to take advantage of all the tools available through DriveKS.

Be prepared

- If you have a KTAG account, make sure your account information is accurate.
- Save 50% on tolls beginning in July by using a transponder. If you currently pay at a toll booth, explore KTAG or compatible transponders such as BancPass, a program designed for pre-paid cash customers. A full list of compatible transponders is available at ksturnpike.com.

We’re here to help

- Kansas-based customer service is available by phone, email or in-person.
1-800-USE-KTAG | www.ksturnpike.com/contact | Walk-in locations at Wichita, Topeka, and Lawrence
- Learn more at MyKTAG.com, DriveKS.com or ksturnpike.com
- [Sign up for cashless tolling updates](#)
- Stay connected: [f](#) [X](#) [v](#) [in](#)

GO!

Cashless Tolling with KTAG

In July 2024, the Kansas Turnpike will convert to cashless tolling. For customers who use a K-TAG in their vehicle, not much will change.

84% of customers support the change to cashless tolling.

- According to the 2023 KTA Customer Satisfaction Survey

Using a KTAG

- When cashless tolling goes live, your KTAG account will automatically convert to a DriveKS account. You'll use your existing KTAG login and password to access your account at www.DriveKS.com.
- Using a KTAG will save you 50% on tolls after the turnpike converts to cashless tolling. These rates will be the lowest of any cashless system in the country.
- Your statement will look different. Mailed bills and other account communication will come from DriveKS.
- DriveKS will be Kansas' new toll payment system, where you will manage all toll travel in a single account, whether your vehicle has a KTAG or is identified by a license plate.
- To help KTA be more efficient and keep tolls low for you, your billing date will likely change. This balances out billing processes and prevents spikes in customer contacts, which also means KTA can better serve you.



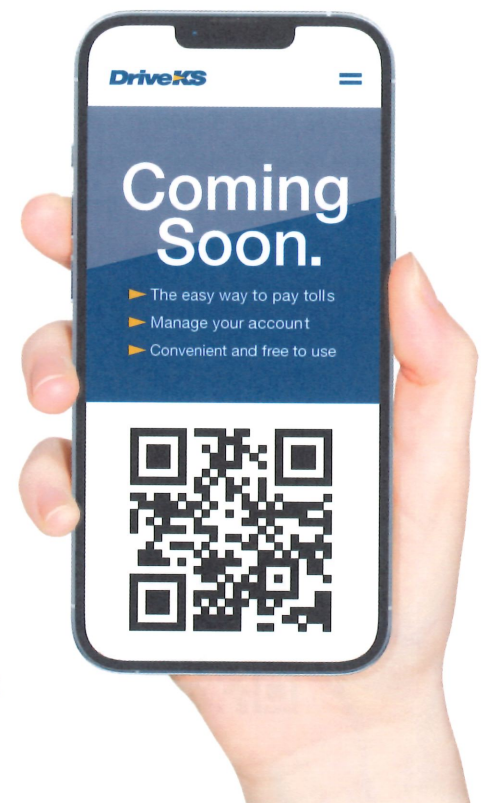
Watch this 90-second video on how cashless tolling will work on the Kansas Turnpike.

Additional things to know:

- A new User Agreement will go into effect in July and will be shared with KTAG customers ahead of time.
- If a vehicle you own doesn't have a transponder and travels on the turnpike, KTA will attempt to match its license plate registration information to an existing DriveKS account before creating a new account. If the registration information matches a DriveKS account, the transaction(s) will be applied to the account.
- If a transponder you use repeatedly fails to read, you will be notified. If the issue is not resolved, you may be charged the image based rate.
- Rental cars can be temporarily added to your DriveKS account using a license plate. However, if the rental company has a compatible transponder in the vehicle, tolls may be charged to that account according to the rental agreement. Check with them to learn how they process tolls and fees.

We're here to help

- Kansas-based customer service available by phone, email or in-person.
1-800-USE-KTAG | www.ksturnpike.com/contact
- Walk-in locations at Wichita, Topeka, and Lawrence
- Learn more at MyKTAG.com, DriveKS.com or ksturnpike.com
- [Sign up for updates](http://ksturnpike.com/cashless-tolling-updates) (ksturnpike.com/cashless-tolling-updates)
- Stay connected: [f](#) [X](#) [v](#) [in](#)



Learn more at DriveKS.com

The Kansas Turnpike Authority (KTA) operates the 236-mile Kansas Turnpike and DriveKS, Kansas' toll payment system.

KTA is self-funded through toll revenues and concession leases and does not receive state or federal funds, despite its designation as Interstate I-35, I-335, I-470 and I-70.

KTA's mission is to move Kansas forward by operating a safe, reliable and customer-valued turnpike system in a fiscally responsible, businesslike manner.

95% *of customers consider the Kansas Turnpike an important part of Kansas Transportation.*

- According to the 2023 KTA Customer Satisfaction Survey

In addition to its own KTAG, KTA accepts transponders from Oklahoma, Texas and Florida.

The KTA is committed to safety as demonstrated in part through a partnership with the Kansas Highway Patrol Troop G, assigned specifically to the turnpike.

Customer satisfaction of KTA is consistently high. In the most recent annual customer survey, 91% said roadway conditions on the Turnpike are excellent or good.

“Increasing the efficiency and compatibility of the KTA tolling system has helped our members move both their goods and their people with a maximum convenience. Time saved is money saved!”

- Scott Heidner, Economic Lifelines Executive Director

CASHLESS TOLLING

Beginning in July 2024, there will be no on-road payment option on the Kansas Turnpike. All vehicles will keep moving.

- Cashless tolling offers a safer, more efficient and higher quality customer experience.
- Toll rates on the Kansas Turnpike will be the lowest rates per mile for any cashless system in the U.S.
- For most customers, not much will change. Nearly 70% of customers already use a transponder such as a KTAG to pay for tolls.
- Current KTAG accounts will be automatically converted to a DriveKS account beginning in July. Customers will be able to login using existing credentials.
- All customers will pay their tolls using the DriveKS toll payment system when KTA switches to cashless.
- Customers who typically stop at a toll booth will have new options. They can save a payment method on their DriveKS account or pay their bill after it arrives in the mail. Limited functionality will be available for customers wishing to pay before they receive a mailed statement.
- KTA has Kansas-based customer service teams in Wichita, Topeka and Lawrence available in-person or by phone, mail, or email.
- Using a KTAG will save 50% on tolls after the turnpike converts to cashless tolling.

84% of customers support the change to cashless tolling.

- According to the 2023 KTA Customer Satisfaction Survey

Questions? Learn more at DriveKS.com, or contact us at KTA@ksturnpike.com.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Richard U. Nienstedt, Interim City Manager **DOCUMENT #:**
SECOND PARTY/SUBJECT: 2024 Governing Body Meeting Schedule **PROJECT #:**
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt cancelling the Governing Body meeting for July 16, 2024 and calling a special meeting for July 30, 2024.

(Governing Body Meeting cancelled July 16, 2024 due to the Greater Topeka Partnership intercity visit to Boise, Idaho, the week of July 16, 2024.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to cancel meetings on July 16th.

STAFF RECOMMENDATION:

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

BACKGROUND:

Topeka Municipal Code Section A2-30(a) requires that the Governing Body meet at least two times each month.

- Staff recommends cancelling Governing Body meeting scheduled for July 16, 2024, due to several Governing Body and City Staff members will be on the Greater Topeka Partnership intercity visit to Boise, Idaho, the week of July 16.
- Staff recommends calling a special Governing Body meeting on July 30, 2024

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

Topeka Municipal Code (TMC) Section A2-30(a) - "Governing Body Rules and Procedure"

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt cancelling the
4 Governing Body meeting for July 16 and calling a special meeting for
5 July 30.
6

7 WHEREAS, TMC 2.15.020(c)(1) authorizes Governing Body meetings to be
8 cancelled by a majority vote of the Governing Body; and

9 WHEREAS, several Governing Body and City staff members will be on the Greater
10 Topeka Partnership intercity visit to Boise, Idaho, the week of July 16.

11 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
12 CITY OF TOPEKA, KANSAS that the Governing Body meeting scheduled for July 16,
13 2024, is hereby cancelled and calling a special meeting for July 30, 2024, to be considered
14 a regular governing body meeting.

15 ADOPTED and APPROVED by Governing Body on _____.

16 CITY OF TOPEKA, KANSAS
17
18
19
20

21 _____
Michael A. Padilla, Mayor

22 ATTEST:
23
24
25

26 _____
27 Brenda Younger, City Clerk

Sec. A2-30. Governing body rules of procedure.

- (a) Meetings. The governing body shall meet at least twice in every month at times and places as may be prescribed by ordinary ordinance. Special meetings may be held on the call of the Mayor or of four (4) or more district Councilmembers in the manner prescribed by rules of the governing body.
- (b) Rules and journal. The governing body shall determine its own rules and order of business and shall provide for keeping a journal of its proceedings.
- (c) Voting; Quorum.
- (1) Six (6) members of the governing body shall constitute a quorum.
 - (2) All actions by the governing body shall be taken by an affirmative vote of six (6) or more members, unless a greater or lesser number of votes is required by ordinance or state law.
 - (3) All actions by the Council with regard to ordinances enacted pursuant to Article 12, § 5(b) of the Kansas Constitution (ordinary ordinances) shall be taken by an affirmative vote of five (5) or more Councilmembers.
- (d) Form. Proposed ordinances and resolutions shall be in written or printed form. Any ordinance which repeals or amends an existing ordinance shall set out in full the sections or subsections to be repealed or amended, and shall indicate matter to be omitted by enclosing it in brackets or by strikeout type and shall indicate new matter by underscoring or by italics.
- (e) Procedure. All ordinances shall be considered at a governing body meeting. Persons interested in a proposed ordinance shall be given an opportunity to be heard in accordance with such rules and regulations as the governing body may adopt.
- (f) Publication. The City Clerk or such other city officer as the governing body may designate shall cause all ordinances, as soon as practicable after they have been passed and signed, to be published once in the official city newspaper, unless Kansas Statutes or other applicable law require more publications. In lieu of publication of the entire ordinance, the City Clerk may publish a summary of the ordinance in accordance with state law.
- (g) Signature, authentication and recording. All ordinances and resolutions shall be authenticated by the signatures of the Mayor and City Clerk or such other appointive officer as the governing body may designate. (C.O. 117 § 7, 2-9-16.)



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Dan Warner, AICP, Planning Division Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Reeser's Fine Foods
PROJECT #: A24/1
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 001 Annexation
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520(7), located at 3620 SE 6th Avenue and 3600 SE 6th Avenue within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A24/1) (Council District No. 3)

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

(Annexation of a 41.7-acre tract to accommodate the development of a parking lot for refrigerator truck staging. The tract will be assigned to Council District No. 3)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the annexation of 41.7 acres located at 3600 SE 6th Avenue and 3620 SE 6th Avenue.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Reser's Fine Foods Inc. has requested annexation of 41.7 acres located at 3600 SE 6th Avenue and 3620 SE 6th Avenue. The owner will construct a surface parking lot for semi-trucks and trailers.

Land Use and Growth Management Plan 2040

The property lies within Tier 3 of the Urban Growth Area. Tier 3 areas comprise the bulk of the UGA outside of Tier 1. Developing these areas requires graduating services to Tier 2, meaning, it is cost effective for the City to make investments for all of the urban services in the area.

The subject property is contiguous to the City and has existing services available to the site because it adjoins the already annexed Reser's development. While this development does not require connection to City sewer and water service, those services are available along SE 6th Avenue.

The subject property is designated as Urban Growth Area (residential) and Mixed-Use Employment Corridor. Expansion of Reser's Fine Foods for a surface parking lot is consistent with the Mixed-Use Employment Corridor designation.

Street Network

SE 6th Avenue is a four-lane minor arterial, which has already been annexed by the City. No new public roads are anticipated with the proposed parking lot. A new private driveway off of SE 6th Avenue will serve the parking lot.

The Topeka Planning commission reviewed the annexation proposal at their meeting on May 20, 2024, and found the annexation to be consistent with the City's Land Use and Growth Management Plan.

While state law does not require that annexation be reviewed by the Planning Commission, the City's adopted Comprehensive Land Use and Growth Management Plan 2040 requires that the Planning Commission make a determination that annexation of 10 acres or more are consistent with the plan.

BUDGETARY IMPACT:

Utilities and Services:

There are no additional costs to serve the proposed annexation for Fire, Police, and Forestry.

Streets

Due to SE 6th Avenue already being annexed there are no additional costs.

Water

Not applicable due to land use.

-

Sewer

Not applicable due to land use.

Stormwater

The proposed use will relocate a stream buffer as part of the project. The additional maintenance costs for stormwater are estimated to be \$1,200 every five years. Future annual City of Topeka stormwater revenue, following development is estimated to be approximately \$22,008 annually.

SOURCE OF FUNDING:

Not applicable

ATTACHMENTS:

Description

Ordinance

Topeka Planning Commission Minutes (May 20, 2024)

A24/01 Aerial Map

Memo to Planning Commission (May 20, 2014)

Annexation Fact Sheet

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by interim City Manager Richard U. Nienstedt annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located at 3620 SE 6th Avenue and 3600 SE 6th Avenue, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. **(A24/1) (Council District No. 3)**

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

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

Beginning at a point on the South line of the Southeast Quarter (SE ¼) of Section 34, Township 11 South, Range 16 East of the 6th P.M., 957.75 feet West of the East line of said Quarter Section; thence North parallel with the East line of said Quarter Section 2047 feet to a limestone set near a black walnut tree said tree marked by three hacks; thence West at right angles to the East line of said Quarter Section 372.45 feet to an Osage Orange hedge; thence North along said hedge and parallel with the East line of said Quarter Section, 327 feet to a point 377.75 feet South of the North line of said Quarter Section; thence West along an Osage Orange hedge parallel with the North line of said Quarter Section, 778.04 feet to a point 531.96 feet East of the West line of said Quarter Section; thence South parallel with the East line of said Quarter Section, 2374 feet to the Section line; thence East along Section line 1150.49 feet to the place of beginning;

EXCEPT the following described tract, starting at a point on the North side of the public highway, 532 feet East from the West line of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 34, Township 11 South, Range 16; thence East 210 feet; thence North 265 feet; thence

West 210 feet; thence south 265 feet to the place of beginning, in Shawnee County, Kansas.

Section 2. That all land described in Section 1 of this Ordinance is taken into and made a part of the City for all City purposes and is assigned to City Council District No. 3.

Section 3. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

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

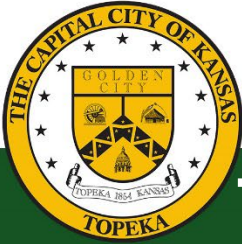
PASSED AND APPROVED by the Governing Body of the City of Topeka,
_____, 2024.

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified X



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, May 20, 2024

CASE MINUTES

Members present: Willie Brooks, Corey Dehn, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, William Naeger, Donna Rae Pearson, and Jim Tobaben, (8)

Members Absent: Katy Nelson, (1)

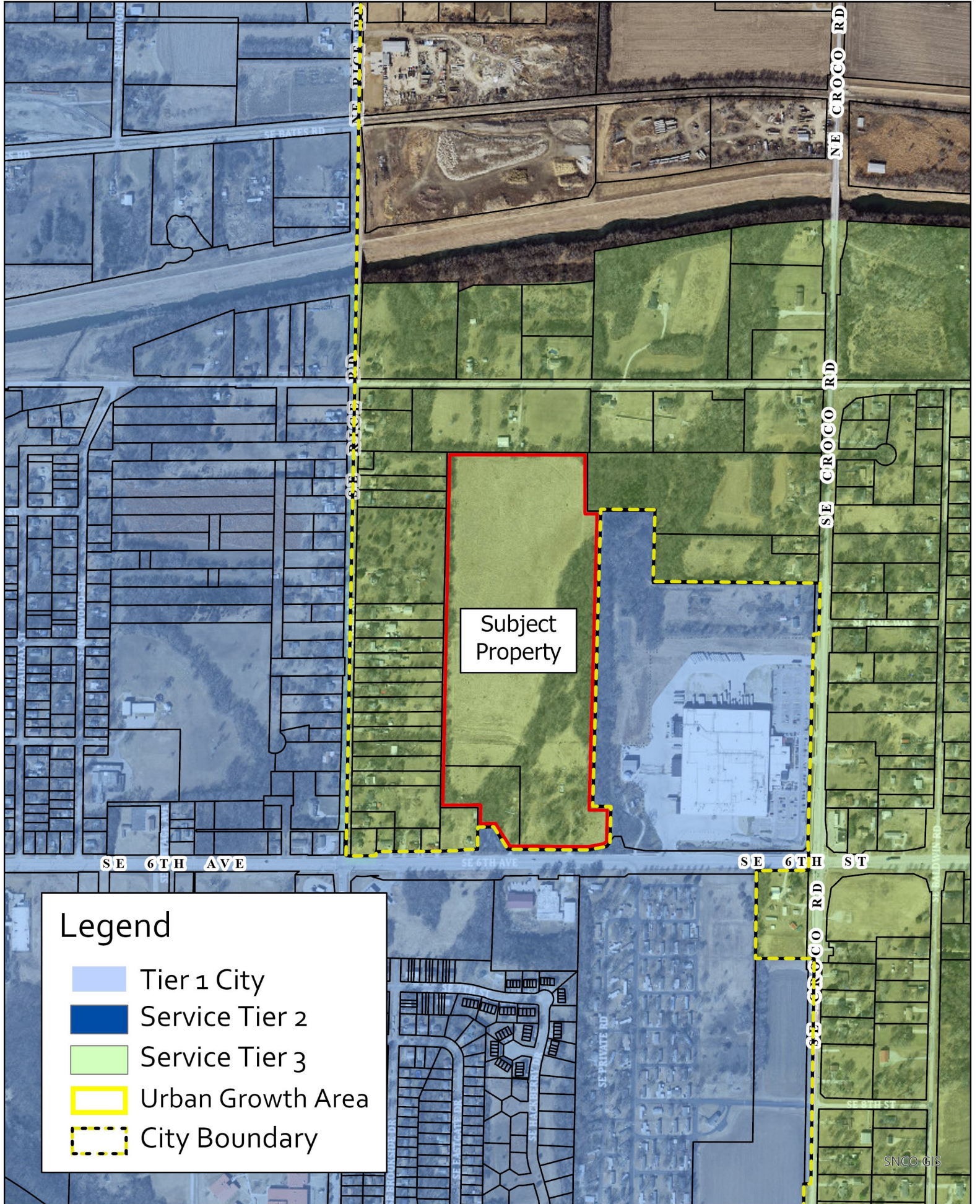
Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Michael Hall, Land Use Manager; Bryson Risley, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal

A24/01 Annexation, Reser's Fine Foods requesting annexation of approximately 41.7 acres located on the north side of SE 6th Avenue and approximately 1,100 feet west of SE Croco Road.

Staff:

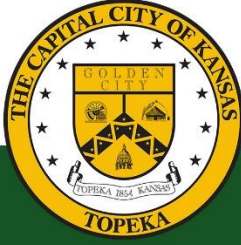
Bryson Risley presented the staff report and staff's recommendations of approval. This is a continuation from April 15.

Motion by Commissioner Kaup, **second** by Commissioner Dehn to proceed with the annexation of Reser's, and that it is consistent with the comprehensive plan. **Approved 8-0-0**



Legend

- Tier 1 City
- Service Tier 2
- Service Tier 3
- Urban Growth Area
- City Boundary



CITY OF TOPEKA

Planning Division
620 SE Madison, Unit 11
Topeka, KS 66607

Dan Warner, AICP, Planning Division Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

To: Topeka Planning Commission
From: Dan Warner, AICP; Planning Division Director
Date: May 20, 2024 – Continued from April 15, 2024
RE: A24/01 – Annexation request by Reser's Fine Foods for the two parcels addressed 3600 SE 6th Avenue and 3620 SE 6th Avenue

Proposal

Reser's Fine Foods Inc. has consented to annexation of 41.7-acres located at 3600 SE 6th Avenue and 3620 SE 6th Avenue (see Map 1). The owner will construct a surface parking lot for semi-trucks and trailers (see Map 2).

The proposed use will not require connection to City of Topeka water or sanitary sewer. However, the site adjoins the already annexed Reser's Fine Foods on the east. Annexation of this property is appropriate as the proposed development is an intensification of the current land use and annexation will make for a cohesive City boundary.

Background

Unilateral annexations of this type, one in which the property owner has consented to the annexation and the property is contiguous to the City, requires City of Topeka Governing Body approval. However, the Land Use and Growth Management Plan 2040 (LUGMP) established a policy that the Planning Commission review annexations greater than 10 acres for consistency with growth management principles of the LUGMP.

LUGMP Review

The property lies within Tier 3 of the Urban Growth Area (see Map 1). Tier 3 areas are the bulk of the UGA outside of Tier 1. Generally speaking, Tier 3 areas of the UGA are not ready for urbanization because investments have not been made in all five of Topeka's urban services (fire, police, water, sewer, and streets).

All five of the required services are available to the site because it adjoins the already annexed Reser's development and land to the south. Water and Sewer, while not requiring connection, are found along SE 6th Avenue. The development will take access from the minor arterial SE 6th Avenue, which is already annexed. City of Topeka Fire Department and Police Department already serve the Reser's development to the east of the proposed annexation.

The subject property is designated as Urban Growth Area (residential) and Mixed-Use Employment Corridor and Tier 2 by the Topeka Future Land Use Map (see Map 3). The proposed use aligns with the Future Land Use identified in the Land Use and Growth Management Plan 2040.

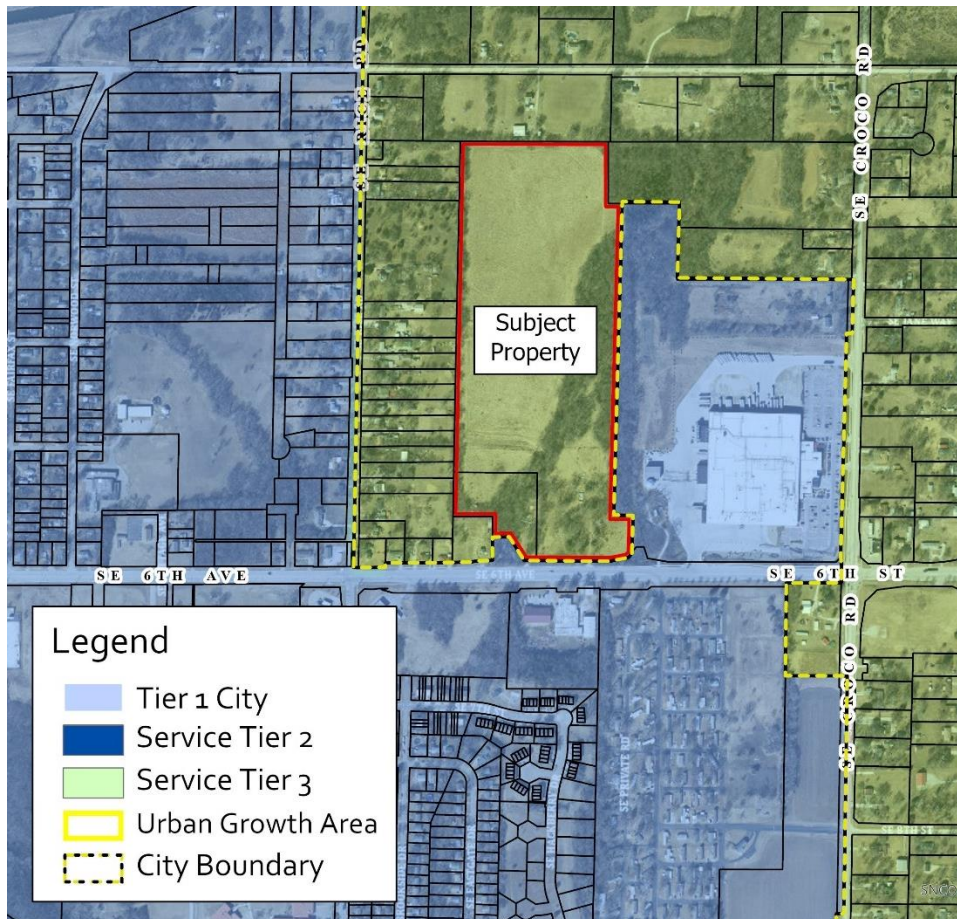
Street Network

Future access to the parking lot will come from SE 6th Avenue, which is a four-lane minor arterial.

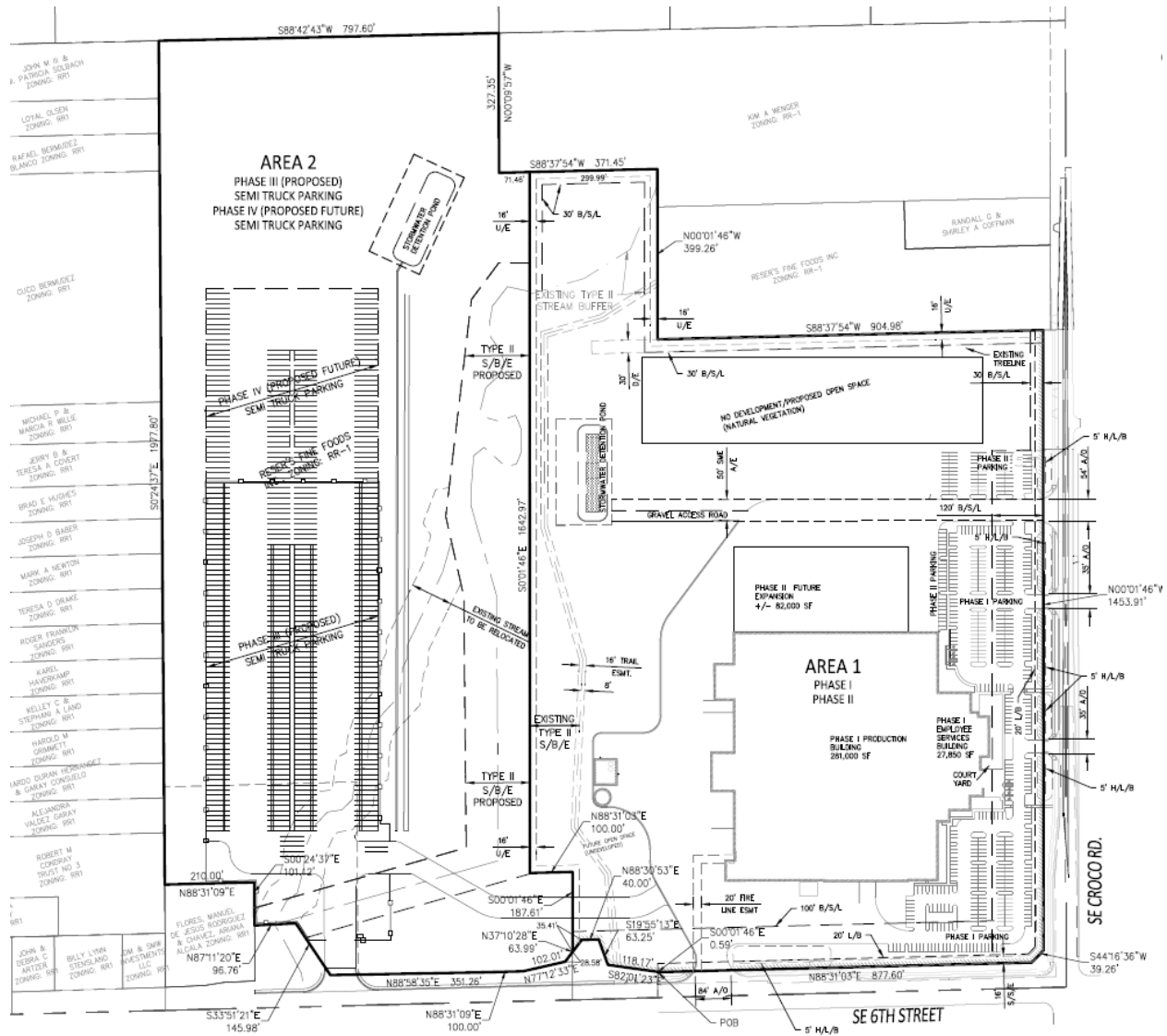
Recommendation

Annexing the subject property is consistent with the Comprehensive Plan.

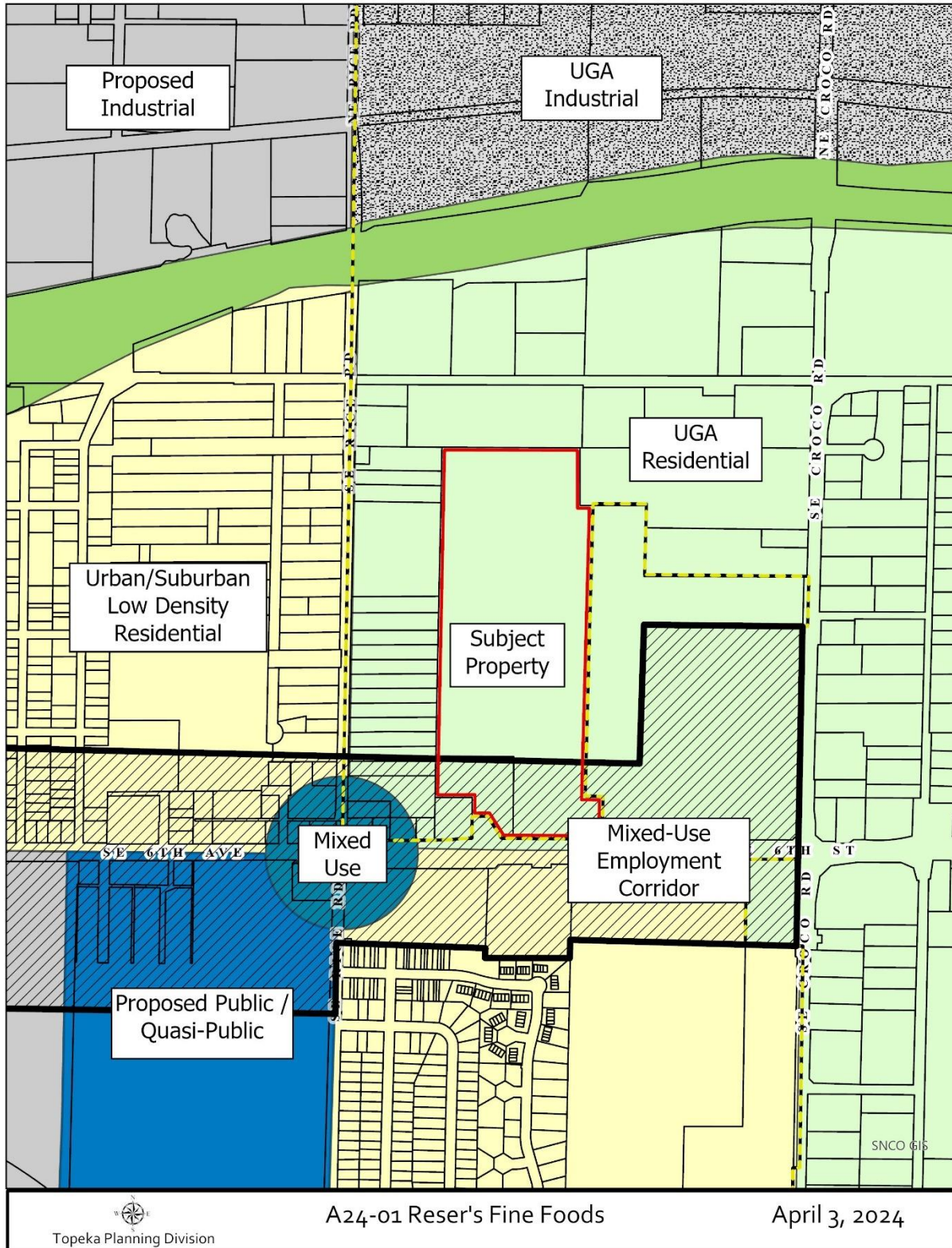
Map 1 – Property Location Relative to the UGA



Map 2 – Preliminary concept from PUD



Map 3 – Future Land Use



Attachments:
Reser's Fine Foods Annexation Fact Sheet

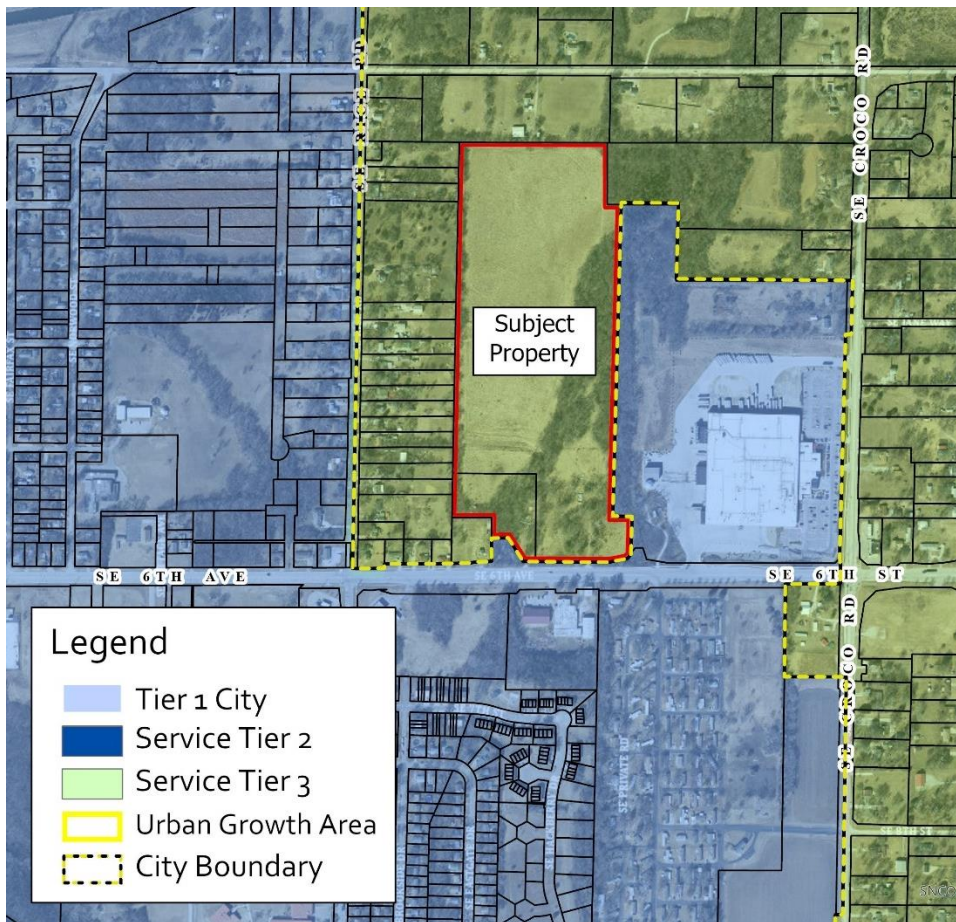
Annexation Proposal
Properties located at 3620 and 3600 SE 6th Avenue
Fact Sheet & Department Comments

Site

Address/Location: 3620 SE 6th Avenue and 3600 SE 6th Avenue
Owner: Reser's Fine Foods Inc
Size: Approximately 41.7 acres
Existing Land Use: Accessory residential support use (garage/shed)
Proposed Land Use: Surface parking
Subdivision: Property will be platted following annexation

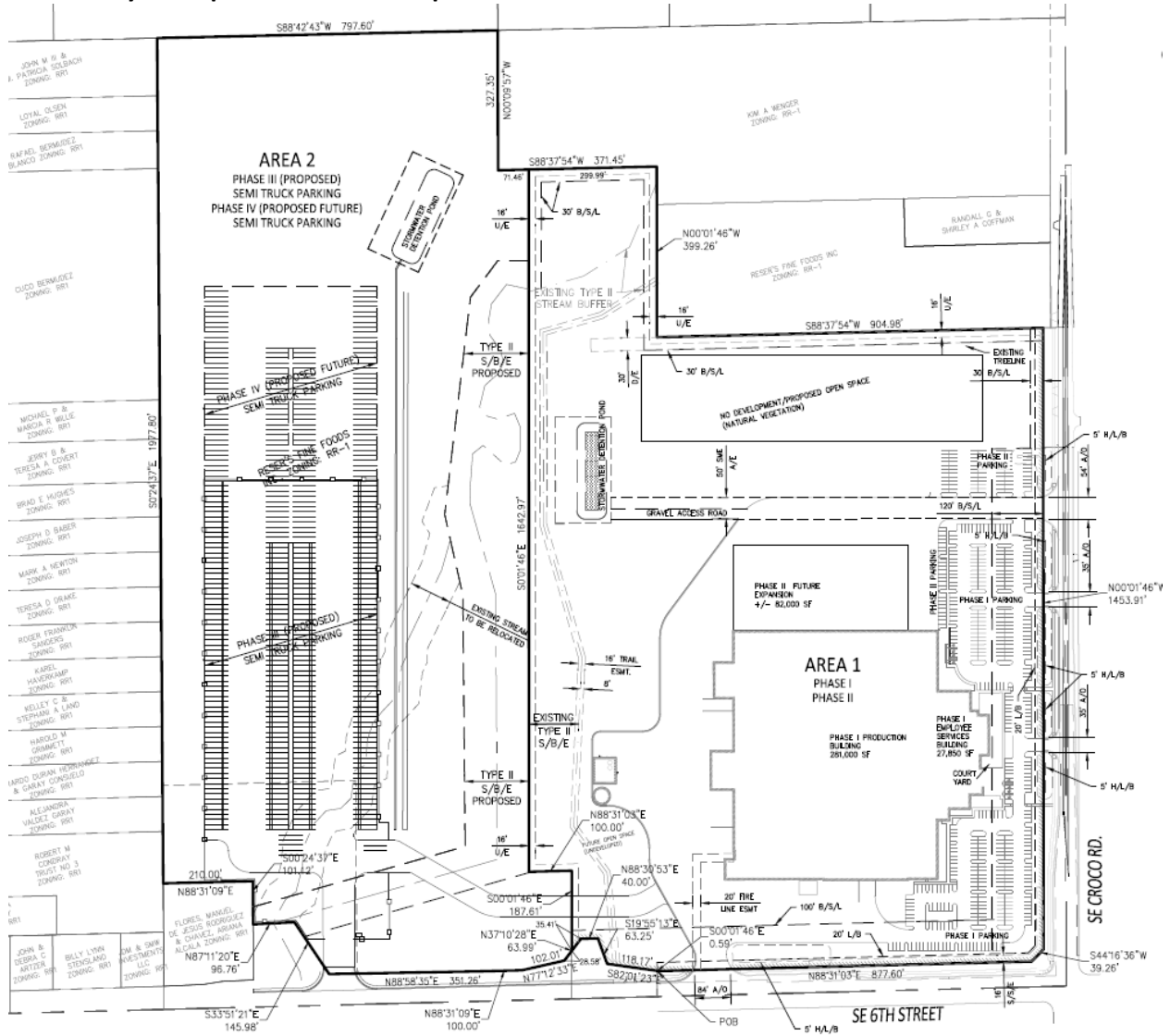
Planning

Existing Zoning: RR-1
Proposed Zoning: PUD with I-1 use group
Current Population: 0 residents
Projected Population: 0 residents
Density: N/A
Comprehensive Plan: Urban Growth Area – Tier 3 (ready for annexation due to all five services being available)
Primary Service Area (Sewer Required): Sewer service is available along the south and east sides of 3620 SE 6th Avenue. The proposed land use will not require sewer service.
Urban Growth Area Map



Annexation Proposal
Properties located at 3620 and 3600 SE 6th Avenue
Fact Sheet & Department Comments

Preliminary concept for future development



Annexation Procedure

Contiguous?: Yes

Consent?: Yes. Owner provided a written consent.

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

Approval Method: COT governing body passes ordinance.

Revenue/Expenses Estimates

Annexation Proposal
 Properties located at 3620 and 3600 SE 6th Avenue
Fact Sheet & Department Comments

Property tax revenue to the City of Topeka in 2024 would be approximately **\$374.04** before any development takes place. **Future annual property tax revenue** to the City of Topeka upon build-out of the parking lot is estimated to be greater than **\$813.13**. Current property tax revenue to Tecumseh Township was **\$186.91** in 2023.

There is no existing **utility revenue**. **Future annual COT Stormwater revenue** to the City of Topeka upon development of the property is estimated to be approximately **\$22,008**. Due to the use of the property there will be no sanitary sewer or water revenues.

There are no additional costs to serve the proposed annexation for Fire, Police, and Forestry.

Streets will incur no additional operations or maintenance cost due to the property being annexed at the property line, all new pavement improvements will be privately owned and maintained.

Stormwater will have an annualized operations and maintenance cost of \$240 per year.

Water will not have no additional annualized infrastructure operational and replacement cost.

Sanitary sewer will not have any yearly expenses or revenues.

Utility and Service Providers

	Current	Proposed
Water	COT	COT – N/A
Wastewater	COT	COT – N/A
Fire	Tecumseh Township	COT
Police	Shawnee County	COT
Streets – Local	N/A	N/A
Parks	Shawnee County	Shawnee County
Governing Body	Shawnee County (#2)	COT (#3)

Utilities

The subject property is proposed for a surface parking lot for semi-trailer parking. This use will not require the extension of water or sewer lines. Stormwater will be the only utility that is impacted by the proposed annexation and development.

Streets

The proposed development will utilize the existing SE 6th Avenue (minor arterial) for access. Private drives will be utilized for interior circulation and privately owned by Reser’s Fine Foods, meaning there will be no impact of the COT streets budget.

Metro Bus Service

Fixed-route service is currently offered to this area through bus route #3 which runs from Downtown Topeka to the south and east sides of Reser’s Fine Foods.

Ability to Provide Adequate Public Services

FIRE

Annexation Proposal
Properties located at 3620 and 3600 SE 6th Avenue
Fact Sheet & Department Comments

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

N/A

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

Yes.

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

No additional impacts are anticipated.

Ability to Provide Adequate Public Services
FORESTRY

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

No cost at this time, no trees appear in R-O-W for maintenance.

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

Yes

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

Single small annexations can be taken care of by forestry. However, the cumulative effects of multiple small annexations will ultimately not be sustainable.

Ability to Provide Adequate Public Services
POLICE

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

If completed the proposed annexed area, and stated purpose of proposed construction (parking lot), would not necessitate additional resource expenditure outlay from the Police Department. Adequate service could be accommodated without addition.

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

The Police Department resources currently adjacent to the proposed annexed area are capable of providing adequate police service coverage to the proposed development.

Annexation Proposal
Properties located at 3620 and 3600 SE 6th Avenue
Fact Sheet & Department Comments

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

There are no identified issues that would negatively impact the ability to provide adequate police service to the annexation area nor any negative impact to police service levels to the existing residents/businesses within the city.

Ability to Provide Adequate Public Services
STREETS

- 1) What is the estimated cost/benefit of providing adequate service to the proposed annexation (in current year \$'s):**
N/A
- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
N/A
- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
N/A

Ability to Provide Adequate Public Services
STORMWATER

- 1) What is the estimated cost/benefit of providing adequate service to the proposed annexation (in 2023 \$'s):**
- a. Estimate annualized operations/maintenance cost over the lifecycle of the assets \$1,200 every 5 years.
 - b. Estimate annualized replacement cost of the asset This is based on 100-year replacement cycle.
N/A
 - c. Estimate annualized revenue over the lifecycle of the assets).
\$22,008
- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
Yes
- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
Appropriate utility easements and stream buffers must be applied.

Ability to Provide Adequate Public Services
WASTEWATER

Annexation Proposal
Properties located at 3620 and 3600 SE 6th Avenue
Fact Sheet & Department Comments

- 1) **What is the estimated cost/benefit of providing adequate service to the proposed annexation (in 2023 \$'s):**
N/A
- 2) **Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
N/A
- 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
N/A

Ability to Provide Adequate Public Services

WATER

- 1) **What is the estimated cost/benefit of providing adequate service to the proposed annexation (in 2023 \$'s):**
N/A
- 2) **Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
N/A
- 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
N/A

Ability to Provide Adequate Public Services

Topeka Metro Bus Service

- 1) **Do you currently provide service to this subdivision/immediate area?**
Yes, service is provided on the south side of the property and on the east side of Reser's.
- 2) **If not, can you provide service?**
N/A
- 3) **What is the estimated cost of providing service to this subdivision?**
Service already provided.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Dan Warner, AICP, Planning Division Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Reser's Fine Foods Planned Unit Development Master Plan Amendment
PROJECT #: PUD 16/05B
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on 84.7 acres of land located at the northwest corner of SE 6th Avenue and SE Croco Road from Planned Unit Development (PUD) with “I-1” Light Industrial District uses and “RR-1” Rural Residential District all to “PUD” with “I-1” Light Industrial District uses to allow expansion of the Reser’s food processing operation to include construction and operation of a storage lot for 405 semi-truck trailers. (PUD 16/05B) (Council District No. 3)

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

(Approval will allow development of a storage and staging lot for 405 semi-truck trailers at the Reser's Find Foods Plant at SE 6th and Croco Road.)

VOTING REQUIREMENTS:

Governing Body Voting Options:

1. Approve the Planning Commission's recommendation. A minimum of 6 votes are required of the Governing Body.
2. Amend the Planning Commission's recommendation or refuse to approve the Planning Commission's recommendation. A minimum of 7 votes are required of the Governing Body.
3. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the Governing Body's failure to approve or disapprove. A minimum of 6 votes are required of the Governing Body.

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to the adopt the ordinance.

BACKGROUND:

Reser's Fine Foods requests approval of an amendment to the existing PUD master plan to build and operate a storage lot for 405 semi-truck trailers on 42 acres adjacent to and immediately west of the existing Reser's plant.

Refrigerated trailers will contain raw materials to be unloaded or finished goods waiting to be hauled away. The master plan includes fencing, landscaping with large berms, and noise restrictions to help protect neighbors from the effects of truck and trailer storage.

The proposed zoning and land use are consistent with the Land Use and Growth Management Plan (LUGMP) which was amended in 2017 to designate the area along SE 6th Avenue from Deer Creek Parkway to SE Croco Road as the "6th Avenue Mixed Use Employment Corridor."

The applicant conducted a Neighborhood Information meeting on March 14, 2024. 12 or more neighborhood residents attended in addition to City Planning staff. Neighbors expressed concerns primarily about the noise and visibility of semi-trucks and trailers, both at the existing plant and on the proposed storage lot. Noise is generated by the movement and idling of trucks, and the operation of refrigerated trailers.

The Planning Commission conducted a public hearing on April 15, 2024. The Planning Commission closed the hearing and voted to continue the item to the May 20 meeting, requesting more information regarding, in part, existing and anticipated noise levels, the volume and circulation of trucks, and a possible increase in the height of the berm along the west boundary.

On May 20, 2024 the Planning Commission reviewed the rezoning proposal again and recommended approval by a vote of 8-0-0. Staff recommends approval per the attached staff report.

BUDGETARY IMPACT:

Approval of the zoning change has no budgetary impact on the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Ordinance PUD16/05B Reser's
Planning Commission Minutes PUD16/05B May 20, 2024
Planning Commission Minutes PUD16/05B April 15, 2024
Reser's PUD Master Plan revised 6-1-2024
Staff Report Reser's PUD16/05B
Reser's PUD Master Plan 5-8-2024
Environmental Noise Level Survey
Letter from Neighbor Sandra Campise April 11 2024
Aerial Map PUD16/05B

Zoning Map PUD16/05B
Future Land Use Map PUD16/05B
Reser's PUD Master Plan April 2024
Traffic Impact Study with City Engineering Comments
Neighborhood Information Meeting Summary

ORDINANCE NO. _____

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on 84.7 acres of land located at the northwest corner of SE 6th Avenue and SE Croco Road from Planned Unit Development (PUD) with "I-1" Light Industrial District uses and "RR-1" Rural Residential District all to "PUD" with "I-1" Light Industrial District uses to allow expansion of the Reser's food processing operation to include construction and operation of a storage lot for 405 semi-truck trailers. **(PUD 16/05B) (Council District No. 3)**

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

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

AREA 1 LEGAL DESCRIPTION:

LOT 1, BLOCK A, RESER'S CROCO SUBDIVISION NO. 2, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., ALL IN SHAWNEE COUNTY, KANSAS.

AREA 2 LEGAL DESCRIPTIONS

INSTRUMENT NO. 2018R16128:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING: THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST (SOUTH DESCRIBED) LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, IN SHAWNEE COUNTY, KANSAS.

INSTRUMENT NO. 2018R16057:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., 957.75

FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 2047 FEET TO A LIMESTONE SET NEAR A BLACK WALNUT TREE, SAID TREE MARKED BY THREE HACKS; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER SECTION 372.45 FEET TO AN OSAGE ORANGE HEDGE; THENCE NORTH ALONG SAID HEDGE AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 327 FEET TO A POINT

377.75 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG AN OSAGE ORANGE HEDGE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 778.04 FEET TO A POINT 531.96 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 2374 FEET TO THE SECTION LINE; THENCE EAST ALONG SECTION LINE 1150.49 FEET TO THE PLACE OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT, STARTING AT A POINT ON THE NORTH SIDE OF THE PUBLIC HIGHWAY, 532 FEET EAST FROM THE WEST LINE OF THE WEST HALF (W ½) OF THE

SOUTHEAST QUARTER (SE ¼) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16; THENCE EAST 210 FEET; THENCE NORTH 265 FEET; THENCE WEST 210 FEET; THENCE SOUTH 265 FEET TO THE PLACE OF BEGINNING, IN SHAWNEE COUNTY, KANSAS; AND LESS A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

subject to:

1. Use and development of the site in accordance with the Planned Unit Development (PUD)

Master Plan for Reser's Fine Foods PUD.

Section 2. The PUD Master Plan for Reser's Fine Foods East Development shall be recorded with the Shawnee County Register of Deeds in accordance with Section 18.190.060(b) of the Topeka Municipal Code (TMC). Following the recording of the PUD Master Plan and prior to building permit and/or land development on the site, site development plans as required by the PUD Master Plan shall be submitted for review and administrative approval by the Planning Director.

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

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

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

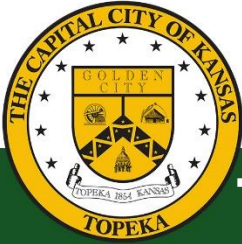
PASSED AND APPROVED by the Governing Body, City of Topeka, KS _____, 2024

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified X



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, May 20, 2024

CASE MINUTES

Members present: Willie Brooks, Corey Dehn, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, William Naeger, Donna Rae Pearson, and Jim Tobaben, (8)

Members Absent: Katy Nelson, (1)

Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Michael Hall, Land Use Manager; Bryson Risley, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal

PUD16/5B Reser's Fine Foods requesting a major amendment to the Master PUD Plan located at 3728 SE 6th Avenue to include approximately 40 acres of land on the west side of the existing processing facility to allow development of a storage lot for semi- truck trailers.

Staff:

Michael Hall presented the staff report and staff's recommendations of approval. This is a continuation from the April 15th Planning Commission Meeting. The Planning Commission voted to continue as they requested more information on the following:

Environmental impact of relocating stream and stream buffer
Heat Island Effect
Volume of Trucks Entering and Leaving Site
Improvements at NE Corner of Existing Site
Noise Study By Applicant
Height of Berm along west boundary

Additional items added to the original Master Plan include the following:

"any accessory buildings to area 2 will require approval of an amendment to the PUD Master Plan in accordance with 18.190.070"

"all landscape setbacks required by this master plan shall be maintained as a pervious surface and be devoid of parking, and storage areas, hard surfaces, and structures"

Mr. Hall stated that the relocation of the stream buffer will require approval the City of Topeka Utilities Department, and that will be reviewed as part of the stormwater management plan.

Mr. Hall identified a heat island occurs when there are higher temperatures in developed areas compared to undeveloped areas in the same general area. Increases in hard surfaces and decreases in landscaping can create heat islands. Heat Islands are typically referenced in context to a whole city/community and not one area. The parking lot doesn't occupy the entire site, and the Master Plan does state the mature trees along the south and west side are to stay.

Mr. Hall stated that Reser's intends to correct a lot of the truck traffic by working with their partners and adding signage to the exit onto Croco, so that traffic accesses the highway via 6th Ave.

Mr. Hall stated that the applicant agreed to additional landscaping and/or fencing along the berm that is north of the driveway on Crocro Road. That will be implemented outside of the Master Plan. Mr. Hall recommended that the landscape be planted before the end of the 2024 "growing" season.

Mr. Hall stated that a noise study was conducted by a consultant hired by the applicant. He referred any specific questions to the applicant. The measurements were conducted on the northeast corner of the existing site, and they don't directly address the noise levels created by the expansion of the storage area to the west. The noise levels that are created on site come primarily from idling trucks. Property owner Sandra Campise invited me to visit her property, and I can hear the trucks on the site from her house. You can hear a lot of loud, other noises as well.

Mr. Hall referenced a previously presented exhibit regarding the berm. The new berm exhibit shows a bigger, taller berm that is further to the east, closer to the truck parking area. There is a six-foot opaque fence on top of it.

Questions/Comments from Commissioners:

Mr. Kaup asked about the opaque fence on top of the berm. Mr. Hall stated he did not know the answer to that question.

Owner Representative:

Kevin Holland, CFS Engineers

Mr. Holland clarified on the recent berm exhibit that was displayed. The berm is pushed closer to the vehicles and it is a 4-1, which is easier to mow and maintain. They want to keep away from the tree line, but if they go to a 2-1 slope then it is not maintainable with a mower. However, the area will not be visualized a lot, and will increase the overall height. Reser's is dedicated to keeping the 60 decibal threshold, and will look into different fencing materials.

Questions for Applicant:

Mr. Brooks asked about the difference between weighted and not weighted decibal levels. Mr. Holland stated that the "DBA" is weighted, and that is noise that contributed where you are locally. The "DBZ" includes the unweighted has the background noise, and is a higher decibal level. Everyone hears the "DBA". Mr. Holland is confident that the noise levels will be better on the west area because of the distance to the property line and the berm with a fence as well. Some apps read at the DBZ levels, so take that into consideration if using an app.

Mr. Kaup asked if the consultant knew the magnitude of the expansion. Mr. Holland stated that he was hired specifically for a test at the location at Croco, close to the Reser's trucks that would be sitting there running. Mr. Kaup asked if the consultant was aware of the existing conditions, and if the consultant understood what could happen if over 85 decibals was reached. Mr. Kaup discussed the enforcement mechanisms the city has outside of the Planning Commission. Mr. Holland stated that (for the west build out), there are still some things they can do to mitigate noise. Mr. Kaup stated that the city ordinance does not state a decibal level.

Mr. Hall stated that if there is a violation on the master plan, then it is like violating the zoning code or zoning ordinance. There would be zoning enforcement action, and there would be steps to enforce that. If there is an issue with the noise, the applicant can file for an amendment, and it would have to go through this process again. Ms. Pearson asked how the process would be initiated. Mr. Hall stated it would be most likely through complaints, and the master plan does state that city staff would be allowed onsite to measure. Mr. Hall would prefer someone who knows what they are doing, vs using an app on the phone.

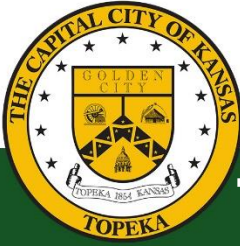
Mr. Kaup stated that although the noise was not his issue, if there is determination of violation of the Topeka noise ordinance during the buildout or following the buildout then that will trigger consequences for the master plan. Mr. Holland stated that there is a 6-foot-high berm, and a 6-foot-high fence.

Discussion by Commissioners

Mr. Brooks stated he liked where the berm is at currently, but asked how to guarantee the design going forward. Mr. Hall stated that within the staff report, there is a height minimum in relation to the parking lot.

Ms. Pearson asked for clarification on which berm that is being voted on. Mr. Hall stated the commission needed to decide which one they were voting on. Mr. Holland stated that total of 12 foot would satisfy all requirements.

Motion by Commissioner Dehn, **second** by Commissioner Hannon to approve the PUD with the adjustment of 12-foot height from the pavement to the top of the fence. **Approved 8-0**



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, April 15, 2024

CASE MINUTES

Members present: Willie Brooks, Corey Dehn, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, William Naeger, Katy Nelson, Donna Rae Pearson, and Jim Tobaben, (9)

Members Absent: (0)

Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Michael Hall, Land Use Manager; Bryson Risley, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal

Public Hearing of PUD16/5B Reser's Fine Foods requesting a major amendment to the Master PUD Plan located at 3728 SE 6th Avenue to include approximately 40 acres of land on the west side of the existing processing facility to allow development of a storage lot for semi- truck trailers.

Staff:

Michael Hall presented the staff report and staff's recommendations of approval.

Questions/Comments from Commissioners:

Commissioner Naeger asked for clarification about the westside setback, and what the length was dependent on. Mr. Hall stated that it was dependent on the ability to get a variance, and relocation of the stream channel.

Commissioner Pearson asked about the environmental impact of relocating the stream. Mr. Hall was not able to provide a detailed answer, but did confirm that the city's stormwater engineer will evaluate it.

Commissioner Kaup asked for clarification on the staff recommendation report regarding page 8, sections 9 and 5. Mr. Hall confirmed that there were some typographical errors. The setback should be 60 feet.

Commissioner Kaup asked about the setbacks and whether it would be vegetation or a hard, impervious service. Mr. Hall confirmed that the setbacks would have to be vegetation. Commissioner Kaup asked where that information could be found in the master plan. Mr. Hall stated that it was implicit. Commissioner Kaup stated that the master plan should specify that any setbacks are limited to vegetation.

Commissioner Kaup asked about general note number 6 on the master plan. Mr. Hall stated it is relevant because what is being amended doesn't include any buildings except the guard house at the entrance. Mr. Hall stated that if Reser's wanted to come back and expand any of the buildings, then they will need to come back with an amendment.

Commissioner Kaup asked about Shawnee County's comprehensive future for the parcel. Mr. Hall stated that he is unaware of the that. The county was notified, and city staff did not hear anything back from the county.

Commissioner Kaup asked if buildings could be put on any of the property, or if it was limited to parking. Mr. Hall stated that there is an area called project data that states semi-trailer truck parking lot. The master plan provided the number of parking stall, but is not specific if the parking lot can be expanded. To expand the parking lot, there would have to be changes to the master plan.

Commissioner Brooks asked for clarification on the sound levels and the distance between the trucks and the fence. Mr. Hall confirmed that the noise will be 60 DB or less at the property line, and that the refrigerator trucks will be the loudest noise. There is a difference between 60 and 74 DB, and it is exponential. Without fencing or berms, there would be no reduction in noise level at the property line.

Commissioner Brooks addressed a letter written from a neighbor. Commissioner Brooks stated it would be worth looking into how loud the back up horns are on the trucks. Commissioner Brooks asked how the city would ensure the noise level, and who would enforce such complaints? Mr. Hall referenced "general note 9" which allows for City Staff to be allowed onsite to conduct periodic noise measurements as needed.

Commissioner Brooks asked who represents the surrounding neighbors since most of them live in the county limits. Mr. Hall stated that it would not make a difference where they live, if there is a complaint then the City's Zoning Inspector would go and inspect and corrective action would be taken if necessary.

Commissioner Tobaben referenced "landscaping" note number two, and asked if landscaping was included in at the cross section of the fence and berm. Mr. Hall stated that the next steps, if approved, would be a site development plan and a subdivision plat which include landscape plans.

Commissioner Kaup asked if the applicant has agreed to the conditions. Mr. Hall stated that the applicant was on board with the current conditions.

Commissioner Brookes suggested that a bigger berm be built. Commissioner Dehn agreed that a bigger berm for sound would be nice.

Owner Representative:

Kevin Holland, CFS Engineers

Jeff Adair, Reser's Fine Foods

Gary McEvan, Reser's Fine Foods

Mr. Holland stated that the applicants have no issues with it staying vegetative in state for the area west of the parking. There is a proposed guard shack on the south side, and hopes there is a not a limitation to buildings. The berm idea has been discussed, and there is a fence shown on the 20-foot landscape berm. The concern is that the higher the berm is, the farther away from the trees you get to stay away from the roots. The higher the berm, the closer it gets to the trucks. The 60 db is a cautionary number, as anyone can get an app on a phone and get any number. On Wednesday, Reser's will be conducting testing through a third party to conduct an eight-hour test to evaluate the sound measurements.

Mr. Holland informed the commissioners that the streams already combine on the property, and are just being moved to the East and then combine them a little further south. The drainage will be combined as the two are combined.

Commissioner Kaup inquired about the large impervious surface, and what it is made up of. Mr. Holland stated that it is asphalt, and confirmed that everything that is not in the set back will be impervious. Commissioner Kaup asked about detention or retention facilities, and Mr. Holland confirmed that there was a detention area.

Commissioner Kaup asked about the phases of the project, and if the applicants propose to construct all phases at once. Mr. Holland stated no, and that they would start with phase one which is 250. They are also proposing dual fences at the back side, chain length for monitoring and opaque for noise canceling.

Commissioner Kaup inquired as to why the applicant would go through this process, if not looking for city water or sewer. Mr. Holland stated that the parcel is already attached to the city's property to the East, and making one congruent piece of property is cleaner overall.

Commissioner Brooks stated that it would be interesting to see the results of the third-party testing regarding the backup alarms (near, middle, far). Mr. Holland stated that they should be able to hear them at that location, and the test is for eight hours so the peaks and valleys of the noise levels will be available.

Commissioner Brooks asked about the 60 db level on the east side of the property line, and what the west side of the property line. Mr. Holland stated it would depend on other noises around outside as well.

Commissioner Hannon asked about the setback on the west side. Per the drawing, it could go down to 60 feet pending the stream change, but would it ever be more than 100 feet. Mr. Holland stated no. Commissioner Hannon asked about the cross sections, and if it ever gets better moving further north. Mr. Holland stated that the southern stall would be close to the worst-case scenario.

Commissioner Pearson declared the **public hearing open**.

Sandra Campise, 416 SE Croco Road, submitted a letter with pictures to the commissioners. The vibrations shake house. Ms. Campise goes to bed early for work, and the noise is constant. She has reached out to Reser's about some of the trailers, and they did move some of the trucks back. Ms. Campise's other concerns included the flooding of her yard, and how Reser's does not put anything in writing.

Commissioner Brooks asked about the original agreement mentioned in the letter. Ms. Campise stated that that the applicant kept saying not to put anything in writing. Commissioner Brooks inquired that the agreement Ms. Campise is referring to is when Reser's first inhabited the property and were before the Planning Commission at that time talking through the details. Ms. Campise confirmed.

Dean Jennings, 416 SE Croco Road, stated that he read in one of the documents that 250 trucks plus 125 refrigeration units would be operating at the same time. There is currently a noise problem with 12 trucks, so the noise level would be 10 times the amount.

Sheila Summers, address unknown, asked about the third-party test being conducted later in the week, and when it would be done. Ms. Summers agrees that Reser's is a good neighbor, but has made several complaints about the sound. From her front porch, Ms. Summers states the db level is 80, and there are no other cars driving by nor children playing outside. The original parking was supposed to be lower than what it is, and from her two-story house, the trucks are at eye level.

Roger Sanders, 426 SE Rice Road, hopes that there is an environmental study done because this summer that parking lot will be hot, and that will make everything else hot in the area. The factory never shuts down, and it runs 24/7. There were no commercial buildings before Reser's, and in the county there is a noise ordinance from 11pm-6am. Reser's doesn't abide by that, and if they did, then the noise barrier wouldn't be an issue. Mr. Sanders states that he can hear the trucks backing up in his sleep, and the lights are always on. This is impacting their lives and their property.

With no one else coming forward to speak, Commissioner Pearson declared the **public hearing closed**.

Discussion by Commissioners:

Commissioner Kaup acknowledges that Reser's is important for the community. Commissioner Kaup is not convinced that they have done everything they can, as this project is impacting the lives of several people in several directions. Commissioner Kaup suggests tabling the matter for the staff to work out with Reser's.

Commissioner Nelson stated she would like to see the results of the noise test before deciding.

Commissioner Brooks stated that data would help. This address is quite a way from where the trucks are currently at, and you can still hear the backup alarms. That does not help Reser's with the sound issue. What we have is a situation where Reser's is trying to do their best and be a good neighbor, but this could make the situation worse than what it currently is. Some more data, the third-party test, and maybe some direction on how they can keep it from getting too much worse is reasonable.

Commissioner Dehn stated that he would like to see a way to raise the 3-foot berm. This might help the sound issue, along with the existing sound because there is currently no barrier. Commissioner Dehn also would like to know if all the trucks on the trailers will be loaded and ready, or if they will be running empty while they wait.

Commissioner Herron asked for clarification if it is sent back.

Commissioner Hannon would like to see more information on the traffic on the site, where the trucks are entering and exiting, if the trailers (seen in the pictures) will be housed in the new area.

Commissioner Pearson states that she is still concerned about the environmental impacts of the stream.

Commissioner Pearson stated there is a need for the following:

- *more data for the sound
- *more information for truck entrance
- *more information on environmental impact in regards to the stream

Commissioner Brooks would also like to see more information regarding the “heat island” effect concern (brought up in public comment previously).

Commissioner Kaup asked city staff if the applicant has agreed to everything that is currently in the staff report. Mr. Hall stated that to his understanding, the applicant has agreed to everything. Commissioner Kaup then clarified, as to what more can be achieved to address the issues.

Commissioner Dehn mentioned he would like to see if there are other ways to “deaden” the sound of the existing truck parking area off Croco.

Commissioner Tobaben stated the effective height of the berm versus the elevation of the parking lot is more than three feet.

Mr. Warner summarized the following from what the commissioners are requesting:

- *noise test (results and data)
- *how to keep the noise from getting worse
- *higher Berm (higher than 3 feet)
- *explanation of current truck circulation
- *trailers on north side, and if they will move after this is built
- *environmental impact of moving stream and the “heat island effect”
- *more improvements to the northeast corner

Commission Kaup asked about the traffic impact study that is a part of the study, and if city staff had any concerns. Mr. Hall stated that there were no issues or concerns.

Commissioner Kaup asked if Kevin Holland could come back up, and answer some further questions.

Kevin Holland, CFS Engineers

Commissioner Pearson asked how the tabling of the matter would impact for further research. Mr. Holland inquired about the environmental aspect and the heat off the concrete, and how to proceed with those tests. Commissioner Pearson stated that although she is unsure of how to proceed, City staff should be able to help.

Commissioner Dehn asked if any of those environmental factors would run into the golden factors. Mr. Hall stated that the golden factors speaks mainly to how it directly affects the neighbors. Some of the concerns might fall into the category of “other factors”. Commissioner Pearson asked if it gives the option to ask more questions. Mr. Hall confirmed.

Mr. Hall also stated that he believes, the environmental impact of the stream is looked at by the stormwater engineer as well. Commissioner Dehn asked (Mr. Holland) if the development adds more excessive storm water to the stream system. Mr. Holland stated that the water is held back so that the peak hour stream comes through during the peak hour per the City of Topeka’s storm water policy. Mr. Holland also stated that the temperature thing is a difficult, subjective piece of information.

Commissioner Brookes stated that he wanted the applicant to acknowledge the comment when he brought it up. He understands it may not affect the property, because it is the whole community that affects the “heat island”. Commissioner Brookes is hoping the applicant can a general response to the concern and provide information as to why it won't it effect the property.

Mr. Holland says, that although they would love a vote on the matter, the applicant would not have another option but to work with staff to alleviate some of the issues on the west side. Commissioner Kaup stated that the commission does not have enough information to come up with a solution tonight. Commissioner Kaup asked Mr. Holland if his client would prefer to table the annexation as well. Mr. Holland said yes.

Commissioner Dehn asked where the trucks park currently. Mr. Holland stated that they are spread across the campuses, and traffic study shows 6th street as a centralized location that they will all be coming off. The trucks on the northside that are backing up would most likely stay there, as they are in active operation with the plant coming in.

Mr. Holland stated that the third-party test is scheduled from 4:00am- to 12:00pm to hit the morning peak.

Commissioner Kaup reminded city staff that a plat note needed to be added that all setbacks are to be vegetative, and no structures are to be on property other than a guard house.

Motion by Commissioner Kaup, **second** by Commissioner Herron **to continue all action items to the May Meeting. Approved 9-0-0**

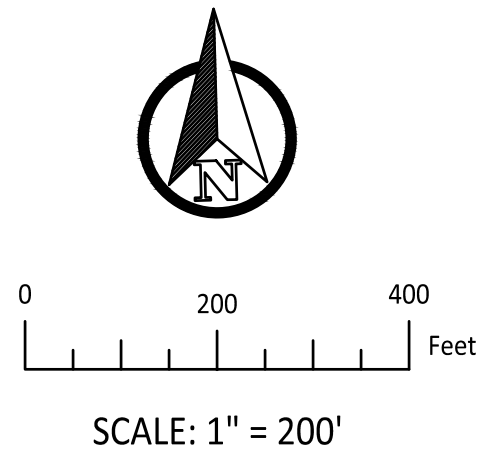
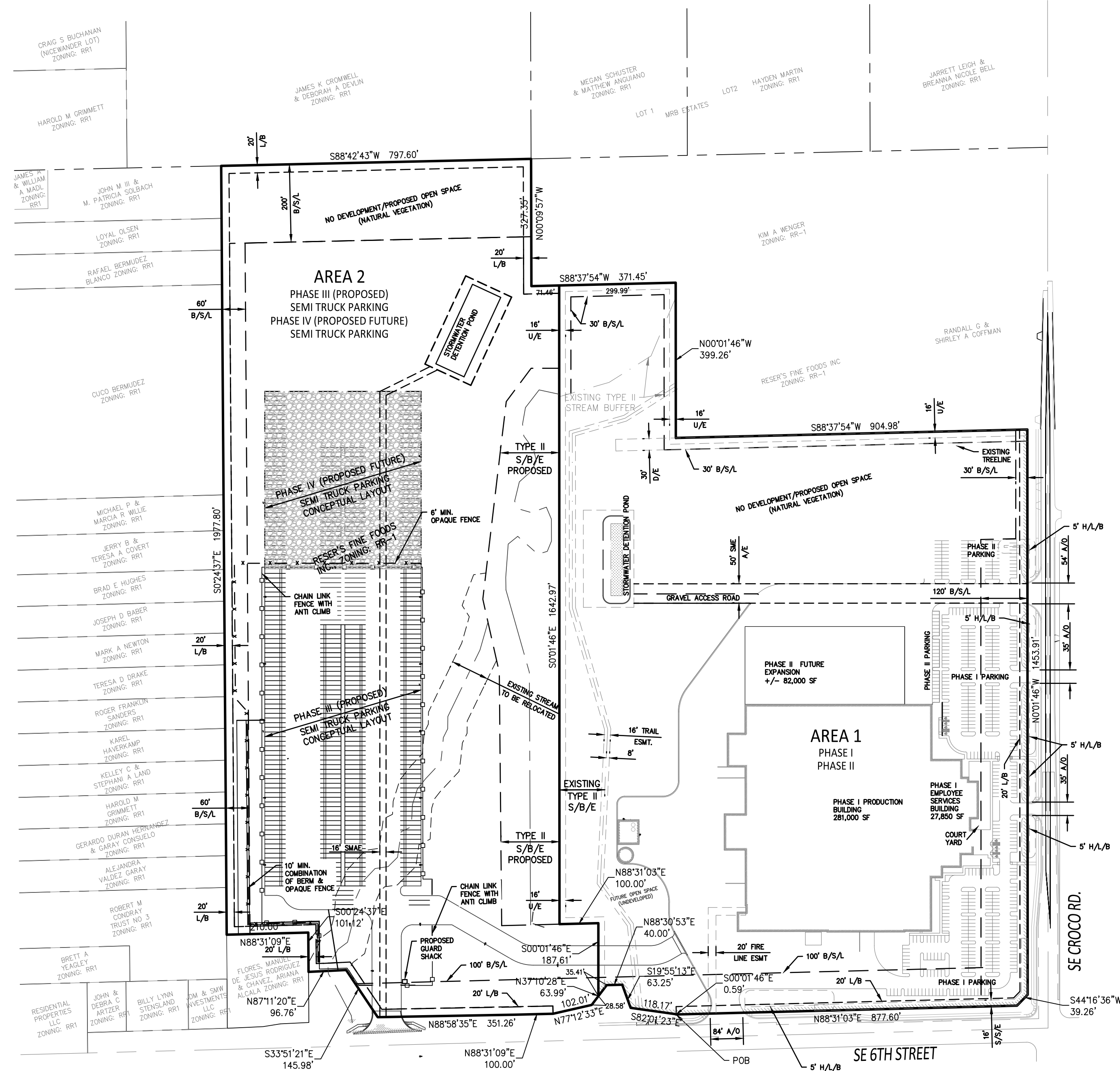
MASTER PLANNED UNIT DEVELOPMENT PLAN

RESER'S FINE FOODS EAST DEVELOPMENT

AMENDMENT NO. 2

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS

REBECCA J. NIOCE, REGISTER OF DEEDS



LEGEND

POB	POINT OF BEGINNING
B/S/L	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
U/E	UTILITY EASEMENT
H/L/B	HIGH LANDSCAPE BERM
L/B	LANDSCAPE BUFFER
S/S/E	SANITARY SEWER EASEMENT
SMAE	STORM MANAGEMENT ACCESS EASEMENT
SME	STORMWATER SEWER EASEMENT
A/E	ACCESS EASEMENT
A/O	ACCESS OPENING
—	PROPERTY LINE
- - -	EASEMENT LINE

DESCRIPTION

AREA 1 LEGAL DESCRIPTION:

LOT 1, BLOCK A, RESER'S CROCO SUBDIVISION NO. 2, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., ALL IN SHAWNEE COUNTY, KANSAS.

AREA 2 LEGAL DESCRIPTIONS

INSTRUMENT NO. 2018R16128:

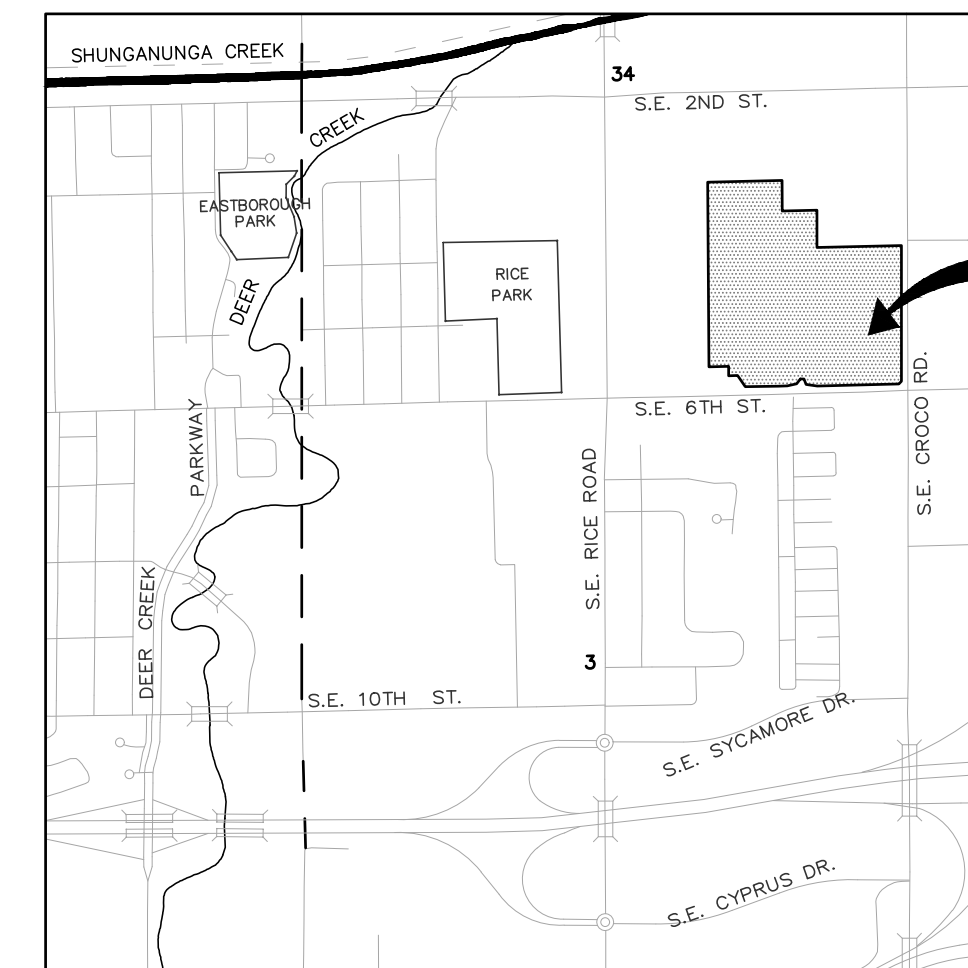
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST (SOUTH DESCRIBED) LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, IN SHAWNEE COUNTY, KANSAS.

INSTRUMENT NO. 2018R16057:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., 957.75 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 2047 FEET TO A LIMESTONE SET NEAR A BLACK WALNUT TREE, SAID TREE MARKED BY THREE HACKS; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER SECTION 372.45 FEET TO AN OSAGE ORANGE HEDGE; THENCE NORTH ALONG SAID HEDGE AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 327 FEET TO A POINT 377.75 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG AN OSAGE ORANGE HEDGE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 778.04 FEET TO A POINT 531.96 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 2374 FEET TO THE SECTION LINE; THENCE EAST ALONG SECTION LINE 1150.49 FEET TO THE PLACE OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT, STARTING AT A POINT ON THE NORTH SIDE OF THE PUBLIC HIGHWAY, 532 FEET EAST FROM THE WEST LINE OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16; THENCE EAST 210 FEET; THENCE NORTH 265 FEET; THENCE WEST 210 FEET; THENCE SOUTH 265 FEET TO THE PLACE OF BEGINNING, IN SHAWNEE COUNTY, KANSAS;

AND LESS A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

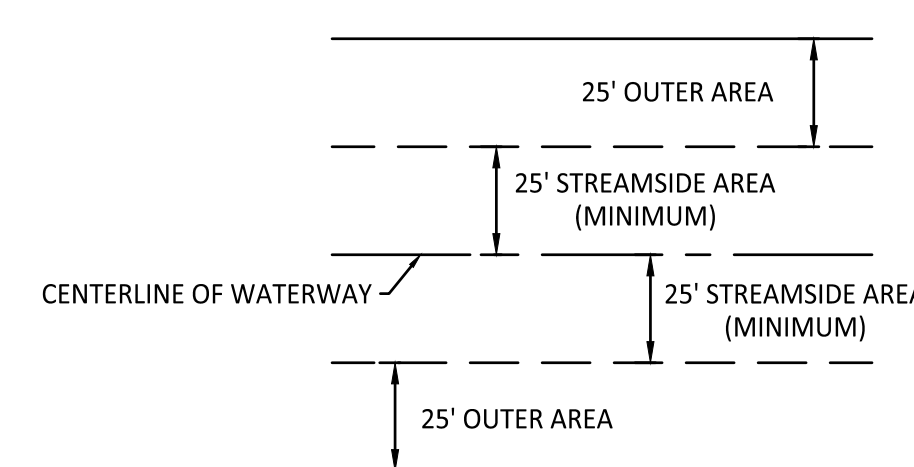


VICINITY MAP
No Scale

STREAM BUFFER NOTES

- RESTRICTION: - THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION EXCEPT AS PERMITTED UNDER SECTION 17.10.060 OF THIS CODE OR AS APPROVED BY THE PUBLIC WORKS DIRECTOR OR HIS OR HER DESIGNEE.
- STREAM BUFFER EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR INFORMAL GREEN SPACE AND THE NATURAL UNOBSTRUCTED OVERLAND FLOW OF SURFACE WATER IN EXISTING DRAINAGE WAYS. PROPERTY OWNER(S) SHALL NOT PLACE PERMANENT OR SEMI-PERMANENT OBSTRUCTIONS IN SAID EASEMENT. ALL MAINTENANCE WITHIN THE STREAM BUFFER EASEMENT (SBE) SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) OF THE PROPERTY IN WHICH THE EASEMENT IS SO LOCATED, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE DIRECTOR OF THE APPLICABLE DEPARTMENT OF PUBLIC WORKS, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORNE UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE APPLICABLE DEPARTMENT OF PUBLIC WORKS SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE.

TYPICAL TYPE II STREAM BUFFER



STREAMSIDE AREA - USES ALLOWED

- NATIVE VEGETATION
- FLOOD CONTROL
- FOOT PATHS/ROAD CROSSINGS
- UTILITY CORRIDORS

OUTER AREA - USES ALLOWED

- NATIVE VEGETATION OR MANAGED LAWN
- BIKING/HIKING PATHS
- FLOOD CONTROL
- DETENTION/RETENTION STRUCTURE
- UTILITY CORRIDORS
- STORMWATER BMP'S
- RESIDENTIAL YARDS/LANDSCAPE AREAS

G:\Shared\Draws\240326\CADD\Planning\Zoning and Legal\Survey\PLD\240326_PUD - Amend No. 2.dwg

PROPERTY OWNER'S:

RESER'S FINE FOODS INC.
OWNER ADDRESS: 3728 SE 6TH STREET
P.O. BOX 8 TOPEKA, KS 66607
PROPERTY ADDRESS: 3728 SE 6TH STREET
BEAVERTON, OR 97075

DATE:
JUNE 1ST, 2024

PUD 16 / 05B

MASTER PLANNED UNIT DEVELOPMENT PLAN

BOOK _____ PAGE _____
DATE _____ TIME _____

RESER'S FINE FOODS EAST DEVELOPMENT AMENDMENT NO. 2

OWNER'S CERTIFICATE

RESER'S FINE FOODS INC. OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF: THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, RESER'S FINE FOOD INC. HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2024.

PAUL LEAVY, CHIEF FINANCIAL OFFICER
RESER'S FINE FOODS INC.

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME PAUL LEAVY, CHIEF FINANCIAL OFFICE, RESER'S FINE FOODS INC., WHO IS PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATION OF MASTER PUD PLAN APPROVAL

THIS PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18.190 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS AND MAY BE AMENDED ONLY AS PRESCRIBED IN TMC 18.190.070 OF SAID CHAPTER AND AS SET FORTH ON THIS DOCUMENT OR AS MAY SUBSEQUENTLY BE APPROVED AND RECORDED. A MAJOR AMENDMENT APPROVAL TO CONSTRUCT A TRAILER PARKING LOT ON THE PORTION DESCRIBED AS AREA 2. USE AND MAINTENANCE OF THE PARKING LOT SHALL BE BY RESER'S FINE FOOD INC OR TO ALLOW STORAGE OF TRAILERS SERVING OPERATIONS WITHIN THE VICINITY OF SE 6TH AND CROCO.

DAN WARNER, PLANNING DIRECTOR

DATE

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME DAN WARNER, PLANNING DIRECTOR, WHO IS PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

AMENDMENT NOTE:

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

PROPERTY OWNER'S:
RESER'S FINE FOODS INC.
OWNER ADDRESS:
P.O. BOX 8
BEAVERTON, OR 97075

PROPERTY ADDRESS:
3728 SE 6TH STREET
TOPEKA, KS 66607

DATE:
JUNE 1ST, 2024

PUD 16/05B

PERFORMANCE OBJECTIVE

AREA 1

TO CONSTRUCT A FOOD PROCESSING AND PACKAGING FACILITY WITHIN A RESIDENTIAL/AGRICULTURAL SETTING WHILE REASONABLY ACCOMMODATING THE OWNERS OF THE FACILITY AND SURROUNDING NEIGHBORHOOD.

AREA 2

TO ALLOW FOR THE CONSTRUCTION OF A PARKING LOT FOR SEMI-TRUCK TRAILERS INTENDED SOLELY FOR DIRECT USE BY SEMI-TRUCK TRAILERS SERVING THE RESER'S PLANT FACILITIES LOCATED IN EAST TOPEKA WITHIN PROXIMITY TO THE SITE. ANY EXPANSION OF BUILDINGS WITHIN AREA 2 SHALL REQUIRE A MAJOR PUD AMENDMENT.

DEVELOPMENT PHASING SCHEDULE

AREA 1

PHASE I (2017-2018) - CONSTRUCT 318,000 SF FACILITY, CONSTRUCT DECELERATION LANE INTO WEST ENTRANCE OFF SE 6TH ST., WIDENING OF SE CROCO RD. TO ACCOMMODATE INDUSTRIAL WIDTH 3 LANE ROADWAY THROUGH THE NORTH PROPERTY BOUNDARY ALONG SE CROCO RD. AND THEN TAPERING TO EXISTING WIDTH. (NOT SHOWN), CONSTRUCT SIDEWALK (6' BACK OF CURB OR 5' STANDARD) ALONG THE NORTH SIDE OF SE 6TH ST TO CONNECT WITH THE SIDEWALK THAT TERMINATES JUST EAST OF RICE RD., CONSTRUCT SIDEWALK (6' BACK OF CURB OR 5' STANDARD) ALONG THE WEST SIDE OF SE CROCO RD. THE LENGTH OF THE PROPERTY'S FRONTAGE.

PHASE II (2022-2028) CONSTRUCT 85,000 SF STORAGE AND DISTRIBUTION BUILDING THAT WILL BE ATTACHED TO THE PHASE I MAIN STRUCTURE. (NORTH OF EXISTING BUILDING WITHIN EXISTING PARCEL)

AREA 2

PHASE III CONSTRUCT PARKING LOT WITH 255 SEMI TRUCK SPACES PROVIDED.

PHASE IV CONSTRUCT ADDITIONAL PARKING LOT WITH 150 SEMI TRUCK SPACES PROVIDED.

PROJECT DATA

AREA 1

ZONING: I-1 USES.FOR WAREHOUSING/DISTRIBUTION AND MANUFACTURING AND PROCESSING, TYPES I AND II ONLY
ALL OTHER USES LISTED IN 18. 60 ARE NOT PERMITTED.

MAXIMUM DENSITY: N/A PER I-1 STANDARDS

MAXIMUM BUILDING COVERAGE RATIO: 85%

MINIMUM LOT AREA: 10,000 SF

TOTAL STRUCTURES (PROPOSED): SINGLE STORY BUILDING

TOTAL MAXIMUM BUILDING AREA: 317,190 SF

281,000 SF PRODUCTION

27,850 SF OFFICE/EMPLOYEE SERVICE

640 SF COVER OUTDOOR BREAK AREA

5,000 SF COVERED TRASH COLLECTION AREA

2,700 SF AMMONIA ROOM

PARCEL SIZE: 43.03 ACRES±

PARKING CALCULATIONS: PH I & PH II

508 SPACES PROVIDED (499 STANDARD + 9 HANDICAP)

417 REQUIRED (1 SPACE / 600 SQ. FT UP TO 25,000 SQ. FT.; 1 SPACE / 1000 SQ. FT. THEREAFTER)

24 BIKE SPACES PROVIDED

AREA 2

ZONING: I-1, USES, FOR SEMI-TRUCK TRAILER PARKING LOT.

PARCEL SIZE: 42.04 ACRES ±

PARKING CALCULATIONS: PH III & PH IV

255 SEMI TRUCK SPACES PROVIDED, PHASE III

150 SEMI TRUCK SPACES PROVIDED, PHASE IV

GENERAL NOTES

1. THE BASE ZONING OF I-1 SHALL APPLY UNLESS STATED OTHERWISE ON THE PUD MASTER PLAN.
2. NO BUILDING PERMITS SHALL BE ISSUED UNTIL INDIVIDUAL SITE DEVELOPMENT PLANS SUBJECT TO TMC 18. 190. 060(C) HAVE BEEN REVIEWED AND APPROVED BY THE PLANNING DIRECTOR. THESE SITE PLANS SHALL ADDRESS INDIVIDUAL BUILDING SITE LOCATIONS, OFF-STREET PARKING AND INTERNAL CIRCULATION, FIRE HYDRANTS, LANDSCAPING, PEDESTRIAN CONNECTIVITY, EXTERNAL LIGHTING, SIGNAGE, BUILDING ELEVATIONS, UTILITIES, STORM WATER, RELATIONSHIP TO ADJACENT LOTS, ETC., APPROVED BY THE PLANNING DIRECTOR FOR EACH PHASE.
3. NO BUILDING PERMITS SHALL BE ISSUED UNTIL THE PROPERTY DESCRIBED AS AREA 2 IS PLATTED.
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL STORMWATER MANAGEMENT PLANS PURSUANT TO TMC 13.335 ARE APPROVED, INCLUDING GRANTING OF ANY NECESSARY STORMWATER MANAGEMENT EASEMENTS.
5. PURSUANT TO TMC 18.190, THE APPLICANT MUST RECORD THE MASTER PUD PLAN WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN SIXTY (60) DAYS UPON APPROVAL OF THE GOVERNING BODY. FAILURE BY THE APPLICANT TO RECORD THE PLAN WITHIN THE PRESCRIBED TIME PERIOD AND PROVIDE THE PLANNING DEPARTMENT WITH THE REQUIRED NUMBER OF COPIES OF THE RECORDED PLAN WITHIN NINETY (90) DAYS OF THE DATE OF ACTION BY THE GOVERNING BODY SHALL RENDER THE ZONING PETITION NULL AND VOID.
6. ANY EXPANSION OR INCREASE IN FLOOR AREA EXCEEDING 10% OF THE EXISTING BUILDINGS OR AS OTHERWISE INDICATED BY TMC 18.190.070 SHALL ONLY BE APPROVED BY MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT MASTER PLAN. THE ADDITION OF ANY PRINCIPAL OR ACCESSORY BUILDINGS TO AREA 2 WILL REQUIRE APPROVAL OF AN AMENDMENT TO THE PUD MASTER PLAN IN ACCORDANCE WITH 18.190.070.
7. STORMWATER MANAGEMENT EASEMENTS (SME) ARE HEREBY ESTABLISHED AS SHOWN OR DESCRIBED TO PROVIDE FOR THE MANAGEMENT OF STORM WATER INCLUDING, BUT NOT LIMITED TO, DETENTION, RETENTION, STORAGE AND TREATMENT OF STORM WATER. PROPERTY OWNERS AND THEIR ASSIGNS AND SUCCESSORS (PROPERTY OWNERS) AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, ENLARGE, REPAIR, OPERATE AND PROVIDE PERPETUAL MAINTENANCE OF PIPE, FLUME, DITCH, SWALE, VEGETATIVE AREAS OR MECHANICAL DEVICES FOR STORM WATER CONVEYANCE AND/OR TREATMENT, OR ANY IMPROVEMENTS IN THE SME FOR THE DRAINAGE AND/OR TREATMENT OF SAID STORM WATER. NO CHANGE TO THE GRADE, TOPOGRAPHY OR STORM WATER MANAGEMENT STRUCTURES AND IMPROVEMENTS IN THE SME SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE APPLICABLE PUBLIC WORKS DIRECTOR OR DESIGNEE.
8. SETBACKS FOR TRUCK/TRAILER PARKING AREA: WITH A MINIMUM OF 60 FEET ALONG THE WEST PROPERTY LINE AND 200 FEET ALONG THE NORTH PROPERTY LINE.
9. A DECIBEL LEVEL OF 60 OR LESS SHALL BE MAINTAINED ALONG WEST AND NORTH PROPERTY LINES ADJACENT TO THE TRUCK TRAILER PARKING AREA. CITY STAFF SHALL BE ALLOWED ONTO THE SITE TO CONDUCT PERIODIC NOISE MEASUREMENTS AS NEEDED OR PROVIDE MEASUREMENTS FROM A THIRD PARTY.
10. USE AND DEVELOPMENT OF THE SITE IN ACCORDANCE WITH THE PLANNED UNIT DEVELOPMENT MASTER PLAN FOR RESER'S FINE FOODS-AMENDMENT #2 AS RECORDED AND AMENDED WITH THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, SUBMITTAL AND ADMINISTRATIVE APPROVAL OF A SITE PLAN REVIEW APPLICATION THAT DEMONSTRATES SATISFACTORY COMPLIANCE WITH ALL CONDITIONS AND REQUIREMENTS ESTABLISHED BY THE PUD MASTER PLAN, THE CONSTRUCTION AND CONTINUED IMPLEMENTATION OF ALL CONDITIONS OF APPROVAL THAT HAVE BEEN ESTABLISHED BY THE PUD MASTER PLAN.
11. SEMI TRUCKS AND TRAILERS NORTH OF THE PRIMARY BUILDING AND WAITING TO LOAD OR UNLOAD MATERIALS OR PRODUCTS SHALL PARK NO CLOSER THAN 200 FEET FROM THE EAST PROPERTY LINE ALONG CROCO ROAD.
12. THE NOISE LEVEL FROM BUILDINGS AND EQUIPMENT, AND TRUCKS RESULTING FROM RESER'S ACTIVITY SHALL BE MAINTAINED TO 60 DECIBELS OR LESS WITHIN FIVE FEET OF THE PROPERTY LINE.

VARIANCE NOTES

1. RELOCATION OF THE WESTERN STREAM CHANNEL TRANSECTING AREA 2 SHALL REQUIRE APPROVAL OF A VARIANCE TO TMC 17.10.080 BY THE CITY OF TOPEKA DEPARTMENT OF UTILITIES AND APPROVAL BY THE DIVISION OF WATER RESOURCES, IF NEEDED. IF THE VARIANCE IS NOT APPROVED, THE TRAILER PARKING LOT MAY BE SHIFTED NORTH AND WEST WITH THE EXACT LOCATION DETERMINED AT THE TIME OF SITE PLAN REVIEW APPLICATION PROVIDED A MINIMUM 60' LANDSCAPE SETBACK FOR ANY TRUCK OR VEHICLE STORAGE IS STILL MAINTAINED FROM THE EDGE OF THE PARKING LOT TO THE WEST PROPERTY LINE.

UTILITY NOTES

1. LIGHTING SHALL BE FULL CUT OFF, SHIELDED & RECESSED WITH CUT-OFF ANGLES TO PREVENT THE CAST OF LIGHTING BEYOND THE PROPERTY & NOT EXCEED 3 FOOT CANDLES AS MEASURED AT THE PROPERTY LINE. EXTERIOR LIGHTING SHALL FOLLOW ACCEPTED NATIONAL GUIDELINES FOR PARKING LOT LIGHTING (I.E. CPTED). THE TYPE, ILLUMINATION, POLE HEIGHT & QUANTITY OF NEW PARKING LOT LIGHTING SHALL BE APPROVED BY THE TOPEKA PLANNING DEPARTMENT AT THE TIME OF PERMIT APPROVAL BY DEVELOPMENT SERVICES. A FOOT CANDLE ANALYSIS WILL BE APPROVED AT THE SITE DEVELOPMENT PLAN STAGE.
2. ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT STANDARDS.
3. SEWER AND WATER SHALL BE PROVIDED BY THE CITY OF TOPEKA. CONNECTIONS AND ANY REQUIRED EXTENSIONS SHALL BE MADE AT THE EXPENSE OF THE DEVELOPER.

CIRCULATION, PARKING & TRAFFIC NOTES

1. THE QUANTITY AND DESIGN OF ACCESSIBLE PARKING SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
2. A 40 FT. SIGHT TRIANGLE, MEASURED FROM THE FACE OF CURB EXTENDED, SHALL BE MAINTAINED AT ALL ENTRANCES; NO OBSTRUCTIONS GREATER THAN (30) INCHES ABOVE GRADE OF ANY ADJACENT STREET OR ENTRANCE MAY BE PLACED WITHIN THIS AREA.
3. ACCESS OPENINGS SHALL BE ALLOWED AS DEPICTED ON THE PLAN.
4. ALL NEW DRIVES, STREETS, PARKING AREAS, APPROACHES AND WALKS SHALL BE CONSTRUCTED TO CITY OF TOPEKA STANDARDS.
5. ALL DRIVES, LANES & PRIVATELY OWNED ACCESS WAYS PROVIDING ACCESSIBILITY TO STRUCTURES, BUILDINGS AND USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE CONSIDERED AND SERVE AS MUTUAL RIGHTS OF ACCESS TO OWNERS, TENANTS, INVITED GUESTS, CLIENTS, EMPLOYEES, CUSTOMERS, SUPPORT AND UTILITY PERSONNEL AND EMERGENCY SERVICE PROVIDERS, INCLUDING LAW ENFORCEMENT, FIRE PROTECTION AND AMBULANCE SERVICES. ALL ACCESS WAYS PROVIDING GENERAL ACCESSIBILITY TO, AND CIRCULATION AMONG, THE USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE MAINTAINED AT ALL TIMES IN GOOD SERVICEABLE CONDITION WITH THE MAINTENANCE OF SAID ACCESS WAYS BEING THE RESPONSIBILITY OF THE OWNER.
6. IF ANY IMPROVEMENTS TO THE SITE ARE REQUIRED BY THE TRAFFIC ANALYSIS AS APPROVED BY THE CITY TRAFFIC ENGINEER, THEY SHALL BE COMPLETED BY THE DEVELOPER PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR EACH PHASE OF DEVELOPMENT.

SIGNAGE NOTES

1. SIGNS SHALL BE APPROVED BY SEPARATE SIGN PERMIT APPLICATION.
2. TMC 18.10 SHALL GOVERN ALL OTHER SIGNS UNLESS SPECIFICALLY STATED HEREIN. ALL INCIDENTAL SIGNAGE SHALL COMPLY WITH TMC 18.10.130(i) BY ZONING USE GROUP.
3. ONE FREESTANDING SIGN IS PERMITTED AT EACH VEHICULAR ENTRANCE FROM SE CROCO ROAD AND SE 6TH AVENUE BUT SHALL BE LIMITED IN SIZE TO 40 SQUARE FEET AND IN HEIGHT TO 10 FEET ON SE CROCO ROAD AND LIMITED IN SIZE TO 50 SQUARE FEET AND HEIGHT TO 15 FEET ON SE 6TH AVENUE.

LANDSCAPING AND FENCING NOTES

1. ALL LANDSCAPING SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS UNLESS PRESCRIBED OTHERWISE STATED IN THIS DOCUMENT. SITE SPECIFIC LANDSCAPE PLANS ADDRESSING POINT QUANTITIES, SPECIES, AND LOCATION SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF ANY PERMITS.
2. LANDSCAPE PLANS SHALL BE PROVIDED THAT ARE CONSISTENT WITH TMC 18.235 LANDSCAPE REGULATIONS. THE SPECIFIC TYPES, AND QUANTITIES SHALL BE APPROVED BASED ON THE LANDSCAPE PLAN SUBMITTED AT THE SITE PLAN REVIEW APPLICATION STAGE. "AN ATTRACTIVE MIX OF EVERGREEN, SHRUBS, AND DECIDUOUS TREES ALONG THE PROPERTY'S STREET FRONTAGES AND WHERE ADJACENT TO SINGLE-FAMILY RESIDENCES ON THE WEST AND NORTH SIDES AT THE TIME OF DEVELOPMENT OF FUTURE PHASES. AN IMPERVIOUS SCREENING BARRIER, BERMS OR COMBINATION LANDSCAPING AND BERMS SHALL BE PROVIDED ALONG THE LENGTH OF THE WEST PROPERTY LINE SUBJECT TO TMC 18.235.060(j).
3. THE CARE, MAINTENANCE, AND OWNERSHIP OF COMMON OPEN SPACE, PARKING AREAS, UTILITIES, PRIVATE STREETS, ACCESS WAYS, STORMWATER MANAGEMENT EASEMENTS, FENCING, AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. ALL LANDSCAPING SHALL BE INSTALLED PURSUANT TO PHASING SCHEDULE AND PROPERLY MAINTAINED. IF ANY PORTION OF THE LANDSCAPED MATERIAL DIES, IT SHALL BE REPLACED BY THE NEXT PLANTING SEASON.
4. TO MITIGATE NOISE FROM THE TRUCK AND TRAILER PARKING, PROVIDE COMBINATION OF A LANDSCAPE BERM AND OPAQUE FENCE ALONG THE SOUTH, WEST AND NORTH PROPERTY BOUNDARY ADJACENT TO THE TRUCK TRAILER PARKING AREA WHERE THE SITE ABUTS LANDS ZONED OR USED FOR A RESIDENTIAL LAND USE. ALONG THE WEST PROPERTY BOUNDARY, THE COMBINATION OF BERM AND OPAQUE FENCE SHALL OBTAIN A MINIMUM HEIGHT OF 12 FEET ABOVE THE FINISHED GRADE OF THE TRUCK TRAILER PARKING AND STORAGE AREA. BERM HEIGHT STARTS AT 6', SLOPE IS 4 :1 ON SOUTH END AND GRADUALLY DECREASES AS YOU MOVE NORTH COINCIDING WITH THE FINISH GRADE OF PARKING LOT TO MAINTAIN THE DESIRED 12' MINIMUM ABOVE THE FINISH GRADE OF THE TRUCK TRAILER PARKING & STORAGE AREA.
5. EXISTING MATURE (6 INCH DBH OR GREATER) TREES ALONG WEST AND NORTH PROPERTY LINE SHALL BE PRESERVED AND MAINTAINED. FUTURE SITE DEVELOPMENT PLAN MUST INCLUDE A LANDSCAPE PLAN IDENTIFYING TREES TO BE PRESERVED.
6. ALL LANDSCAPE SETBACKS REQUIRED BY THIS MASTER PLAN SHALL BE MAINTAINED AS A PVIOUS SURFACE AND BE DEVOID OF PARKING AND STORAGE AREAS, HARD SURFACES, AND STRUCTURES.

BUILDING NOTES

1. ALL BUILDINGS/STRUCTURES SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS.
2. THE OUTSIDE STORAGE OF VEHICLES (OTHER THAN TRUCKS UNLOADING/LOADING), EQUIPMENT AND MACHINERY SHALL NOT BE PERMITTED. ALL DOCKS AND/OR LOADING AREAS SHALL BE ERECTED TO THE SIDE AND REAR YARDS AND NOT FRONT ON TO ANY PUBLIC STREET RIGHTS OF WAY. THERE SHALL BE NO LOADING/UNLOADING OF TRUCKS FROM THE SOUTH SIDE OF THE BUILDING. OVERNIGHT PARKING OF SEMI-TRUCK TRAILERS IS NOT PERMITTED WITHIN AREA 1 ALONG THE SE CROCO OR SE 6th STREET STREET FACING FRONTAGES. ALL OVERNIGHT PARKING AND PARKING OF SEMI-TRUCKS NOT DIRECTLY UNLOADING AND LOADING SHALL BE CONTAINED WITHIN AREA 2 ON AN APPROVED HARD SURFACE.
3. A MINIMUM OF 50% OF THE MAIN ENTRY OF THE FRONT FACADE (EAST FACING) SHALL BE COMPRISED OF WINDOWS, DOOR OPENINGS. THE MAIN ENTRY OF THE FRONT FACADE SHALL BE TREATED WITH ARCHITECTURAL FINISHES AND BE OF HIGH QUALITY DESIGN. THE 6TH ST. FACADE (SOUTH FACING) SHALL CONTAIN A FORM OF ARCHITECTURAL VARIATIONS WITH RESPECT TO MATERIALS, TEXTURE, RELIEF, COLOR, ETC. MECHANICAL, HEATING, AIR CONDITIONING/COOLING, AND ROOF MOUNTED EQUIPMENT SHALL BE SCREENED OR NOT VISIBLE FROM PUBLIC RIGHTS OF WAY AND LOCATED TO THE SIDE OR REAR YARDS.
4. BUILDING ELEVATIONS TO BE APPROVED AT THE TIME OF SITE DEVELOPMENT PLAN REVIEW AND SHALL BE SUBSTANTIALLY COMPLIANT WITH THOSE SUBMITTED AS AN EXHIBIT TO THE PUD MASTER PLAN.
5. MAINTAIN ACCEPTABLE MINIMUM AIR QUALITY STANDARDS AS REGULATED BY KDHE.
6. THERE SHALL BE NO DISCERNABLE ODORS EMITTING FROM THE WASTE WATER PRE-TREATMENT PROCESS BEYOND ANY PROPERTY LINES.
7. THE LOCATION OF TRASH AND RECYCLING RECEPTACLES SHALL BE DETERMINED AT THE SITE DEVELOPMENT STAGE TO ENSURE TRASH AREAS ARE NOT OVERLY CONCENTRATED, ARE EFFECTIVELY SCREENED FROM PUBLIC AREAS, AND PROVIDE ADEQUATE CIRCULATION WITHIN THE OVERALL DEVELOPMENT. ALL SAID RECEPTACLES SHALL HAVE ENCLOSURES THAT SCREEN THE RECEPTACLES FROM VIEW AND ARE CONSTRUCTED WITH MATERIALS COMPATIBLE WITH THE FRONT FACADE OF THE PRINCIPAL BUILDING.

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

PLANNING COMMISSION DATE: Monday, May 20, 2024

PUD16/5B – Reser’s Fine Foods Planned Unit Development

The Planning Commission conducted a public hearing for PUD16/5B on April 15, 2024 and closed the public hearing after hearing testimony from four neighborhood residents. After much discussion, the Planning Commission voted 9-0-0 to continue the item to the May 20th Planning Commission meeting, asking the proposed planned unit development (PUD) master plan be revised to 1) include an explicit requirement that landscaped setbacks be maintained as a pervious surface devoid of parking and storage areas, hard surfaces, or structures; and 2) require the addition of any buildings be approved only by an amendment to the PUD master plan. The applicant has not objected to these two revisions. The master plan attached to this report (received 5-8-2024) includes the revisions in the recommended conditions of approval at the April 15th meeting.

The Commission also directed the applicant and staff to provide information at the May 20th meeting regarding several issues listed below. Staff recommends approval subject to conditions.

Noise Study to be Conducted by the Applicant after the April 15th Meeting

The applicant has provided the attached report on their Environmental Noise Level Survey conducted by Mobile Health Diagnostics on April 17, 2024. Using a sound meter on a tripod at the northeast corner of the site, sound measurements were taken in 15 minute increments from 5am to 8am and again at 8am to 1pm. The measurements were taken near the north entrance from SE Croco Road across Croco Road from those properties whose owners expressed complaints about noise. The survey concludes that “the existing production facility does not significantly increase the sound level at the northeast corner of the property.”

The survey report is a technical document requiring explanation. The applicant will provide more information prior to or at the May 20 Planning Commission meeting.

The Volume of Trucks Entering and Leaving the Site, and Truck Circulation on Site

Staff obtained additional traffic information from the applicant since the April 15th meeting. Ten to 15 trucks exit the site using the northernmost driveway on Croco Road. The applicant has not stated specifically how many trucks enter using that driveway. The volume of trucks using the north driveway will be unchanged as a result of the new truck-trailer storage lot.

Reser’s has learned very recently that truck drivers have been traveling north on SE Croco Road to access the highway / interstate system off of Seward Avenue. Reser’s intends to correct this “by working with (their) carrier partners and adding signage to the exit onto Croco to direct any truck traffic south on Croco to access the highway interstate system from SE 6th Avenue.”

The new truck-trailer storage lot will have a guard shack to check trucks in and out of the facility, which will direct the large majority of truck traffic to enter and exit on 6th Avenue. Upon completion of the truck-trailer storage facility, 90 to 95 percent of all truck traffic will enter and exit the Reser’s site on 6th Avenue.

Possible Increase in the Height of the Berm Along the West Property Boundary

Since the April 15th meeting, the applicant has indicated they will increase the height of the berm substantially. The details of the berm design will be presented at the May 20th meeting. In the Planning Commission votes to approve, the master plan presented at the meeting may need to be revised to include a change in the required berm height.

Environmental Impact of Moving the Stream and Stream Buffer

The relocation of the stream buffer shown on the PUD master plan will require approval from City of Topeka Utilities Department. Utilities staff will thoroughly analyze the relocation as part of the owner's Stormwater Management Plan submitted with the subdivision plat.

The relocated stream buffer must be found to comply with Chapter 17.10 of the Topeka Municipal Code. The review and approval will ensure the relocated stream buffer protects the stream channel itself, as well as the stream bank by providing a setback from the center of the waterway. Additionally, the relocated stream buffer will be reviewed for how it achieves floodway protection, stream bank stabilization, erosion control, removal of sediments from the stream, stormwater infiltration, prevention of pollutants entering waterways, creation of riparian habitat, and protection from flooding. Once established, activities within the stream buffer such as grading and vegetation clearance are highly restricted.

Heat Island Effect of the Proposed Truck and Trailer Storage Lot

An urban heat island (UHI) is characterized by the development of noticeably higher temperatures in urbanized areas (cities) compared with the unurbanized countryside surrounding them. It is generally understood that increases in hard, heat absorbing surfaces, the density of those surfaces, and the reduction in natural vegetation are the main contributors to the UHI effect. The daytime temperature of normal asphalt is significantly hotter than the daytime temperature over a vegetated surface, other conditions being equal. Lighter-colored, heat-reflecting materials have some mitigating effect on the UHI compared to darker, less reflective surfaces.¹ The UHI is the result of the accumulation of hard surfaces, and UHI is not typically used to describe a single parking lot or building. It is not clear as to how much asphalt, concrete, or other hard surfaces are necessary to contribute significantly to a UHI.

There are no Topeka planning policies or development regulations with the expressed purpose of reducing or mitigating the UHI effect. Topeka regulations regarding building coverage per lot, building setbacks, and landscaping likely help to prevent a worsening UHI. For example, the landscape requirements in chapter 18.235 of the zoning code require one landscape island for every 24 spaces in a parking lot. These landscape islands may contain large trees that shade the parking lot and lessen the potential heat on the parking lot, but it is not clear if landscape islands in a single parking lot affect air temperature on adjacent properties.

Landscape islands with trees and use of light-colored concrete (instead of dark asphalt) are potential UHI mitigation measures. Staff do not recommend these measures be required because they are not likely to have any discernible positive effect on surrounding properties. Furthermore, the proposed truck and trailer storage lot comprises about 13 acres of the 42 acres (less than half) of Area 2 of the master plan, much less than what is permitted under typical industrial sites, the storage lot is not open to the public, and the master plan requires preservation of many of the mature trees along the west side of the storage lot.

Improvements to the Northeast Corner of the Existing Site

At the May 20th meeting Planning staff recommended this condition requiring additional landscaping along Croco Road to address the concerns of neighbors about the visibility of trucks: *The owner shall add landscaping to the existing berm along the east property line south of the northernmost driveway entrance. The additional landscaping is intended to provide a visual screen extending to a height of 6 feet measured from the current finished grade at the property line.*

The applicant indicated their willingness to satisfy this condition. It is recommended the additional landscaping be installed before the end of the 2024 growing season (i.e. September 30, 2024).

APPLICATION CASE NO

PUD16/5B – Reser’s Fine Foods Planned Unit Development

REQUESTED ACTION / CURRENT ZONING:

AMENDMENT to the Master Planned Unit Development (PUD) Master Plan (I-1 uses) to include the property to the west at 3620 SE 6th Avenue/Street in the Reser’s Fine Food Master Planned Unit Development Plan, which will enable the construction of storage lot for the parking of approximately 405 semi-truck trailers.

APPLICANT / PROPERTY OWNER:

Reser’s Fine Foods

APPLICANT REPRESENTATIVE:

Kevin Holland, Cook, Flatt, and Strobel Engineers

PROPERTY ADDRESS & PARCEL ID:

Generally lying at the northwest intersection of SE 6th Street and SE Croco Road, addressed as 3620 SE 6th Avenue and 3728 SE 6th Avenue

Parcels being added to the PUD master plan:
3600 SE 6th Avenue / 1083404001031020
3620 SE 6th / 1083404001031000

PARCEL SIZE:

84.7 acres (all parcels)

STAFF PLANNER(S):

Michael Hall, AICP, Land Use Planning Manager

RECOMMENDATION:

APPROVAL subject to conditions in the staff report

RECOMMENDED MOTION:

I move to recommend **APPROVAL** to the Governing Body of the proposed amended PUD Master Plan subject to the conditions recommended by staff.



Site of Semi-Truck Trailer Parking Area as seen from SE 6th Ave.



Existing Reser's Plant, View from SE 6th and Croco Rd.



Existing Reser's Plant, Northernmost Driveway on Croco Rd.

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

The PUD allows the construction of a 560,000 sf truck trailer storage lot for approximately 405 semi-truck trailers associated with Reser's at the NW corner of SE 6th and Croco Road and other Reser's operations at SE 6th and Deer Creek Parkway and SE 10th and Deer Creek Parkway.

Truck and Trailer Storage: The proposed parking facility is intended primarily for the parking of semi-trailers. Its primary use for the parking and staging of trailers. Parking and staging of tractors (trucks) and trailers combined is secondary. The staging of trucks and trailers in combination will, for the most part, be for not more than two hours and will occur mainly at the south end of the lot near the guard shack. Most trailers stored without trucks will be refrigerated and contain raw materials waiting for unloading and processing or will contain finished goods waiting to be picked

up. Refrigerated trailers will generate noise. The owner expects up to one half of the potential 250 parked trailers will have their refrigeration units running. That number could increase at times of high peak demand which may occur during Summer.

DEVELOPMENT / CASE HISTORY:

The location of the existing plant was annexed, platted and rezoned to accommodate a Reser's manufacturing and processing facility in 2017 from "RR-1" to "PUD" (I-1 zoning).

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

The PUD Master Plan is a regulating plan and not intended as a site plan or landscape plan. The owner/applicant will be required to submit a Site Development Plan (Site Plan Review application) for review prior to application for building permits. The Site Development Plan will be reviewed for compliance with the conditions and requirements on the PUD Master Plan.

**DEVELOPMENT PHASING
SCHEDULE:**

The applicant proposes a two – phased development of the site for parking, along with any associated storm water detention to detain and treat water runoff. Phase 1 of the semi-truck trailer lot includes 255 spaces for trailers and Phase 2 includes and additional 150 spaces. The Stormwater Management Plan will be approved by the City of Topeka Department of Utilities at the time of subdivision plat.

**PARKING, CIRCULATION &
TRAFFIC:**

Semi-trucks will enter the parking lot on Area 2 directly from 6th Avenue and across the stream channel from the plant on the east and directly from SE 6th Avenue.

SETBACKS, AND DESIGN:

For the semi-truck trailer parking lot (as shown on the master plan):

- North – Approximately 500 ft. setback
- South– 100' parking setback
- East – Not applicable / separated from east line by existing plant
- West – 100 ft. and minimum 60ft. required setback

LANDSCAPING:

A Landscape Plan subject to TMC 18.235 including parking lot front yard setback and residential buffer yards will be required at the time of Site Plan Review Application. The PUD Master Plan gives the Planning Department the discretion to approve the required setbacks and landscaping greater than what is typically required by code.

SIGNAGE:

"I-1" Light Industrial District use group unless otherwise stated

PROJECT DATA:

Use: "I-1" use group for "Manufacturing and Processing, Types I and II only.

VARIANCES REQUESTED:

A variance to the stream buffer requirements (chapter 17.10 of municipal code) from the City of Topeka Department of Utilities to relocate the west stream has not been approved yet. The variance

is required to allow the current location of the parking lot. If the variance is not approved, the parking lot may need to be re-located further west and north, moving it closer to the residential lots along Rice Road.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES

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

OTHER FACTORS

SUBDIVISION PLAT:

The site is not platted as a subdivision. An approved subdivision plat including all un-platted property is required prior to issuance of any permits.

TRANSPORTATION/MTPO:

SE 6th Street is classified as a minor arterial and is a full five lane arterial street extending east to the K-4 Highway/6th Street interchange. SE Croco Road is classified as a minor arterial and is two lanes north and three lanes south of SE 6th Street. A sidewalk along SE 6th between the subject site and Rice Rd, bus stop on Croco and improvements to SE Croco were made by Reser's at the time of site development. There is an existing sidewalk along SE 6th where the proposed truck & trailer parking area fronts on 6th.

The CUP application includes a Level 2 – Traffic Impact Study performed by the applicant. The traffic study with review comments by the Topeka engineering staff are attached. Per the traffic study, SE 6th and other affected streets have the capacity to accommodate the proposed development without need for substantial improvements to the existing streets.

UTILITIES:

If required, utilities will be extended at the expense of the developer..

The existing Reser's plant includes wastewater and water utilities. The proposed truck trailer storage facility will not generate wastewater. Use of additional water will be minimal and perhaps may include irrigation for landscaping.

FLOOD HAZARDS, STREAM BUFFERS:

The property is affected by a Type II stream buffer transecting the property southwest to northeast. The conceptual location of the storage lot will require approval of the stream channel relocation by the Department of Utilities. Otherwise, the storage lot will be shifted north and west of the currently depicted location on the master plan.

HISTORIC PROPERTIES:

There are no "listed" historic properties in the neighborhood.

NEIGHBORHOOD MEETING:

The applicant held a Neighborhood Information Meeting on Thursday, March 14, 2024. The major issues expressed at the meeting were primarily related to: Landscape buffering and fencing for screening, noise and light pollution from trucks, and existing truck circulation at the plant. The applicant's latest revision to the PUD Master Plan (received April 2, 2024) and the conditions recommended by staff are intended to address these issues. The applicant's report to the City is attached and outlines some substantial concerns of the neighborhood with both the proposed and existing development.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

ENGINEERING/STORMWATER:	Detention and stormwater treatment for water quality are required to address any increase in runoff from the new impervious surface contained within Area 2 attributed to two 100 year storms. The existing Stormwater Report and Management Plan (February 28, 2017) and detention pond only addressed water quantity and quality requirements for Area 1. A separate detention and treatment facility is required for Area 2, as well as, approval of the relocation of the stream channel by the Department of Utilities.
ENGINEERING/TRAFFIC:	A Level 2- Traffic Impact Study was completed by the consultant as required by the City Traffic Engineers assessing new trips generated compared to existing trips, on-site circulation, and location of new proposed driveway openings along SE 6 th Avenue. The traffic study with review comments by the Topeka engineering staff are attached. Per the traffic study, SE 6 th and other affected streets have the capacity to accommodate the proposed development without need for substantial improvements to the existing streets.
FIRE:	The Fire Department has indicated they do not foresee issues with the proposed PUD amendment and will review and approve future plans prior to construction for access and fire suppression requirements.
DEVELOPMENT SERVICES:	Parking Lot Permits and Site Construction Activity Permits are required with each phase of development prior to any land clearing, disturbance or grading on the site

KEY DATES

SUBMITTAL:	February 16, 2024
NEIGHBORHOOD INFORMATION MEETING:	March 14, 2024
LEGAL NOTICE PUBLICATION:	March 20, 2024
PROPERTY OWNER NOTICE MAILED:	March 22, 2024

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD:

The character of the surrounding neighborhood is varied. The lands immediately west and south of the property fronting on SE Rice Road and SE 2nd Street consist of residential properties, mostly on narrow lots, of approximately 1 to 8 acres in size (average lot size 2.8 acres). The primary commercial properties on the south side of SE 6th Avenue and south of the site include Casey's Convenience Store and a cabinet manufacturing establishment. A City of Topeka fire station and the grounds of the women's state penitentiary are at the southwest corner of SE 6th and Rice Road about 900 feet west of the subject property. There is a convenience and liquor store at the NE corner of SE 6th and Croco Road approximately ½ mile to the east of the subject site.

The proposed PUD master plan, with conditions recommended by Planning staff, will not substantially alter the physical character of the neighborhood. The master plan includes a requirement that many of the mature trees on the site be preserved.

The applicant will take primary access to the site across a stream channel from SE 6th and their immediate property to the east. A new gated access off of SE 6th Avenue will be provided with guard house on the SE 6th Avenue frontage.

The native vegetated area transecting the south and east property boundaries will provide a setback of 100 feet or more and a natural buffer from SE 6th Avenue. The applicant has proposed relocating the channel. However, relocation of the channel requires the approval by the State Division of Water Resources and City of Topeka Department of Utilities and the site design is contingent upon this relocation of the channel. Staff has recommended minimum setbacks to the west property line in the event the parking lot has to shift north and west to circumvent the channel.

ZONING OF PROPERTIES NEARBY:

The zoning of surrounding properties is "RR-1" Rural Residential Dwelling District to the west, "C-4" Commercial District to the south and "I-1" Light Industrial District to the immediate south (Casey's Convenience Store and Mobile Home Park), and "R-1" Single Family Dwelling District to the southwest (Women's State Prison). The existing Reser's processing plant (PUD / I-1) is located to the immediate east, separated by the stream channel, which provides a native vegetated buffer strip. For now and the immediate future properties along the west and north boundaries of the site will remain outside city limits and thus subject to Shawnee County zoning regulations.

LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER THE PRESENT CLASSIFICATION:

The properties being added into the PUD Master Plan to allow trailer parking has been a rural single family residential site since at least 1959 and intended for agricultural uses in the County. Until recently there was a single family residence on the property. That residence has been removed. The surrounding properties west of Rice and south of 6th were annexed in 1969 and 1986, respectively, and have remained predominantly for a mix of uses and rural residential lots.

SUITABILITY OF USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED:

The property (Area 2 on the master plan; west of the existing Reser's plant) appears to be suitable for uses under its current RR-1 zoning. There may be other uses other than the current zoning to which the site is also well-suited. The property may be suitable for single family or medium density residential development as the Reser's plant (a light industrial use) to the east is separated from the site by a stream buffer, which provides for a natural and native transition and barrier to encroachment of incompatible development.

Area 2 on the master plan is also suitable for light industrial land use. The original PUD master plan was approved in 2017 and established the area for industrial development. Furthermore, the site is easily accessible to and from the major highways of K-4, I-70 and the Kansas Turnpike. All infrastructure investments that have been made contribute to making

the property desirable for industrial uses. These factors remain unchanged with the current rezoning and annexation proposal.

CONFORMANCE TO THE COMPREHENSIVE PLAN:

If the annexation is approved, the subject property will lie within Tier 1 of the Urban Growth Area. The Land Use and Growth Management Plan-2040 (LUGMP) indicates these areas are the first priority for future growth/urban development if the full suite of urban infrastructure is readily available to the property or can be extended by the developer at a reasonable cost. Therefore, approval of the annexation is required concurrently with approval of the PUD rezoning.

The proposed amended PUD master plan is consistent with The Land Use and Growth Management Plan (LUGMP) The Comprehensive Plan Amendment case approved in 2017 amended the LUGMP and designated the area along SE 6th Avenue/from Deer Creek Parkway to SE Croco Road “6th Avenue/Street Mixed Use Employment Corridor”. This “Employment Corridor” was created because of the significant infrastructure investments made in transportation and utilities. The category “permits employment related land uses if developed as a Planned Unit Development (PUD) with high standards to mitigate the impacts upon residential. The standards should include landscaping, site design, operational and building design considerations that meet the goal of a ‘clean’ land use compatible to surrounding properties while promoting an appealing mixed-use corridor...”

As recommended, the PUD Master Plan is expected to exhibit a high standard of design to ensure a compatible development with adjacent residential land uses along the north and west property boundaries.

THE EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTAL AFFECT NEARBY PROPERTIES:

The change in zoning to accommodate parking of truck trailers has the potential to detrimentally affect nearby residential properties because of changes in the physical character of the site and noise for the staging of idling trucks and refrigerated trailers. To a lesser extent there is potential for odor, pollution, lighting, stormwater, and traffic.

Requirements of the master plan will help to mitigate negative effects associated with noise, odor, lighting and other negative external effects associated with unloading/loading and storage of semi-trucks on the site where it is adjacent to residential use or zoning. The primary negative effect of the land use is anticipated to be from the noise generated by refrigerated semi trailers waiting to load or unload. Information from various sources on the internet indicate the noise level of refrigerated trailers to be 74 decibels, measured at the specific location of the refrigerated trailer, and is comparable to the level of noise generated by a home vacuum cleaner (75 decibels) but much less than a snow blower (85 decibels) or lawn mower (90 decibels). The PUD Master Plan requires a combination of berms, fencing, and setbacks to reduce noise. The PUD Master Plan includes a requirement that the noise level be no more than 60 decibels measured along the west and north property lines. The noise level of normal conversation is 60 decibels according to various sources. A landscape plan that demonstrates compliance with these requirements will be required at the time of site plan review.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER’S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER:

The proposed PUD master plan strikes an appropriate balance among the interests of adjacent property owners, the general public, and the owner of the subject property. Potential negative effects of the development are mitigated by setbacks, landscaping, fencing, landscaping and other requirements. The proposed PUD zoning provides for a light industrial use but with development standards far exceeding what is required under I-1 light industrial zoning required for truck and truck trailer parking. The proposed rezoning allows a large manufacturer and employer to maintain operations and flourish, which benefits the general public Restricting the property to its current zoning prevents the owner from using the site for truck trailer parking needed to support business operations. It is far from clear that restricting the property to its current zoning or another low or medium density residential zoning will lead to residential development.

AVAILABILITY OF PUBLIC SERVICES:

All essential public utilities, services and facilities are available to the area and will be extended at the expense of the developer, if required. The applicant prepared a traffic impact study indicating the current adjacent street system to have capacity to support the proposed land use without substantial improvements to transportation infrastructure.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

The PUD Master Plan establishes development standards and guidelines as indicated or as conditioned in the staff report. A subdivision plat for Reser's Croco Subdivision #3 to include Area 2 of the master plan is required. Approval of a Stormwater Management Plan will be required as a part of the subdivision plat approval process.

STAFF RECOMMENDATION

Based upon the above findings and analysis the Planning Department recommends **APPROVAL** of the proposed PUD amendment, subject to the following conditions being depicted on the PUD Master Plan.

1. Add note under General Notes: *"Use and development of the site in accordance with the Planned Unit Development Master Plan for Reser's Fine Foods-Amendment #2 as recorded and amended with the Office of the Shawnee County Register of Deeds, submittal and administrative approval of a Site Plan Review Application that demonstrates satisfactory compliance with all conditions and requirements established by the PUD Master Plan, the construction and continued implementation of all conditions of approval that have been established by the PUD Master Plan."*
2. Revise Phasing Schedule for Area 2 to reflect the phasing of the truck trailer parking area as the current note is not correct.
3. Add the following to the end of Note #1: "...unless stated otherwise on the PUD Master Plan."
4. Revise note #2 under General Notes to include: "... approved by the Planning Director for each phase..."
5. Under General Notes, in note #8, replace "60' along the west and north property line" with *A minimum of 60 feet along the west property line and 200 feet along the north property line*". The minimum 60' and 200' setbacks shall be depicted graphically on the master plan.
6. Under General Notes, in note #9, add *"adjacent to the truck trailer parking area"* at the end of the first sentence. In the second sentence add *"onto the site"* after "allowed."
7. Under General Notes, add note: Semi trucks and trailers north of the primary building and waiting to load or unload materials or products shall park no closer than 200 feet from the east property line along Croco Road.
8. Under Variance Notes, delete note #1.
9. Revise note #2 under Variances to state: *"Relocation of the western stream channel transecting Area 2 shall require approval of a variance to TMC 17.10.080 by the City of Topeka Department of Utilities and approval by the Division of Water Resources, if needed. If the variance is not approved, the trailer parking lot may be shifted north and west with the exact location determined at the time of Site Plan Review Application provided a minimum 60' setback is still maintained from the edge of the parking lot to the west property line."*
10. Under Circulation, Parking & Traffic Notes, replace note #1 with *1. The quantity and design of accessible parking shall comply with the Americans with Disabilities Act (ADA).*

11. Under Signage Notes, delete note #1.
12. Under Signage Notes add note: *One freestanding sign is permitted at each vehicular entrance from SE Croco Road and SE 6th Avenue but shall be limited in size to 40 square feet and in height to 10 feet on Croco Road and limited in size to 50 square feet and height to 15 feet on SE 6th Avenue.*
13. The Landscape Notes heading, add “*and Fencing*” after “Landscape.”
14. Under Landscaping and Fencing Notes replace note #4 with: To mitigate noise from the truck and trailer parking, provide combination of a landscape berm and opaque fence along the south, west, and north property boundary adjacent to the truck trailer parking area where the site abuts lands zoned or used for a residential land use. The combination of berm and opaque fence shall obtain a minimum height of 8 feet above the finished grade of the truck trailer parking and storage area located, and the finished grade of the truck trailer parking area shall be at an elevation of no less than 10 feet from the west property boundary.
15. Under Landscaping and Fencing Notes, in note # 5 add “*shall be preserved and maintained*” at the end of the first sentence.
16. Under Building Notes, replace note #5 with “*The noise level from buildings, equipment, and trucks on site shall be maintained to 60 decibels or less within five feet of the property line.*”
17. Add the following under Utility Notes: “Sewer and water shall be provided by the City of Topeka. Connections and any required extensions shall be made at the expense of the developer.”
18. The owner shall add a fence, landscaping, or a combination of both to the berm along the east property line south of the northernmost driveway entrance. The combination of berm, fence, and landscaping shall provide a visual screen extending to a height of 6 feet measured from the current finished grade at the property line.

ATTACHMENTS:

PUD Master Plan Received 5-8-2024 (added for May 20, 2024 meeting)
Environmental Noise Level Survey (added for May 20, 2024 meeting)
Letter from Neighbor Sandra Campise (not included in April 15th packet but presented at April 15th meeting)
Aerial Map
Zoning Map
Future Land Use Map
Master PUD Plan
Traffic Impact Study with City Engineering Staff Comments
NIM report/attendance

¹ Mohajerani, A., Bakaric, J., and Jeffrey-Bailey, T. (March 2017); The Urban Heat Island Effect, its Causes, and Mitigation, with Reference to the Thermal Properties of Asphalt Concrete, *Journal of Environmental Management*.

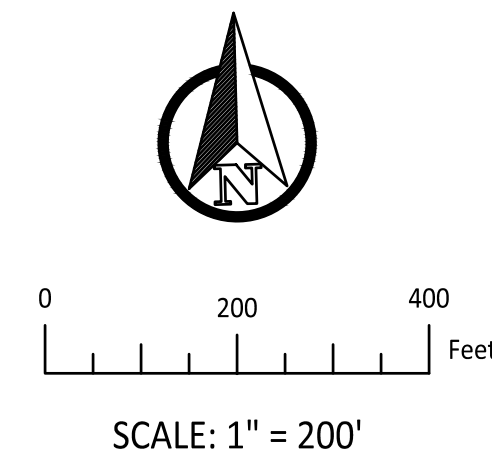
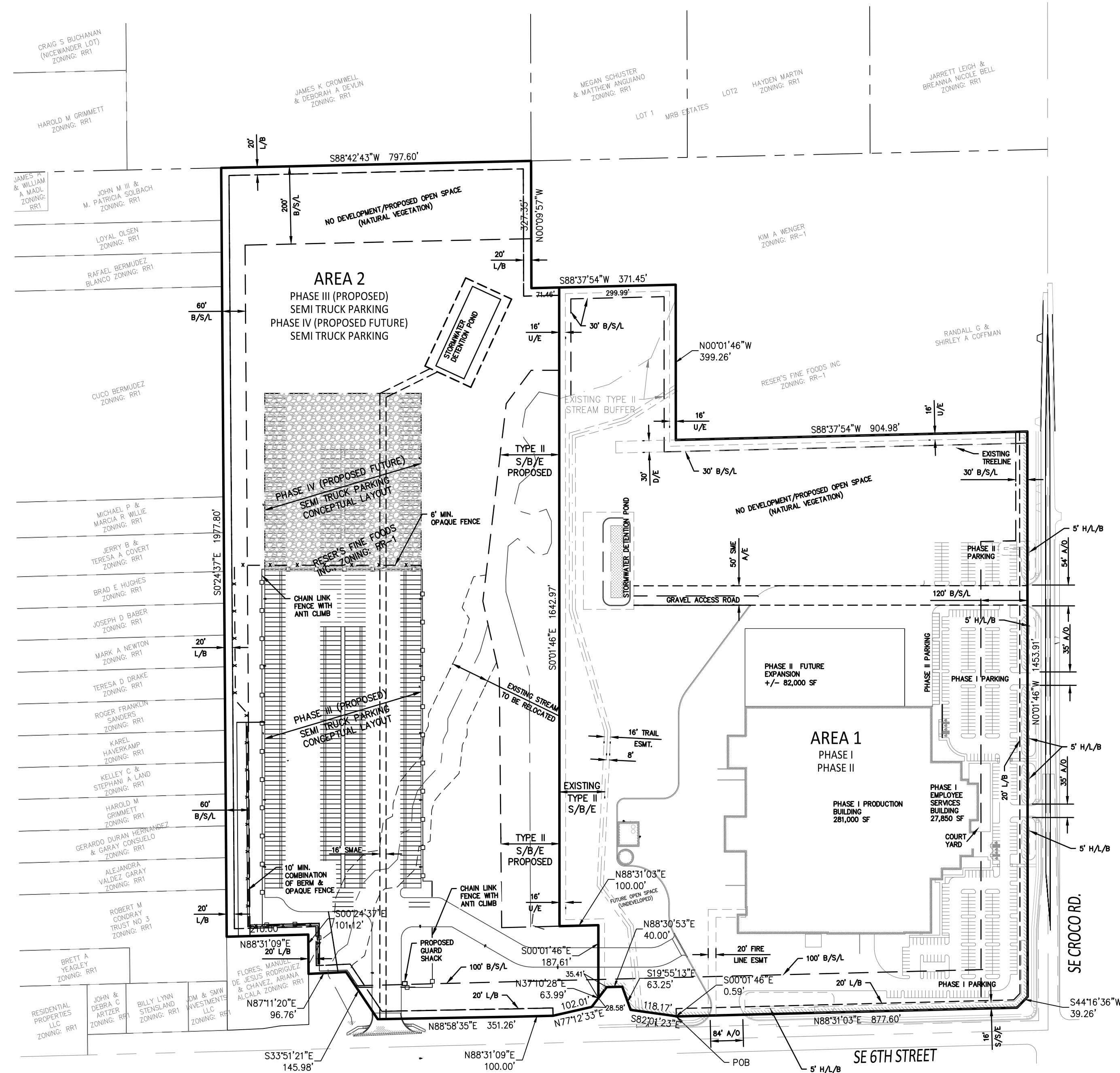
MASTER PLANNED UNIT DEVELOPMENT PLAN

RESER'S FINE FOODS EAST DEVELOPMENT

AMENDMENT NO. 2

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS

REBECCA J. NIOCE, REGISTER OF DEEDS



LEGEND

POB	POINT OF BEGINNING
B/S/L	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
U/E	UTILITY EASEMENT
H/L/B	HIGH LANDSCAPE BERM
L/B	LANDSCAPE BUFFER
S/S/E	SANITARY SEWER EASEMENT
SMAE	STORM MANAGEMENT ACCESS EASEMENT
SME	STORMWATER SEWER EASEMENT
A/E	ACCESS EASEMENT
A/O	ACCESS OPENING
—	PROPERTY LINE
- - -	EASEMENT LINE

DESCRIPTION

AREA 1 LEGAL DESCRIPTION:

LOT 1, BLOCK A, RESER'S CROCO SUBDIVISION NO. 2, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., ALL IN SHAWNEE COUNTY, KANSAS.

AREA 2 LEGAL DESCRIPTIONS

INSTRUMENT NO. 2018R16128:

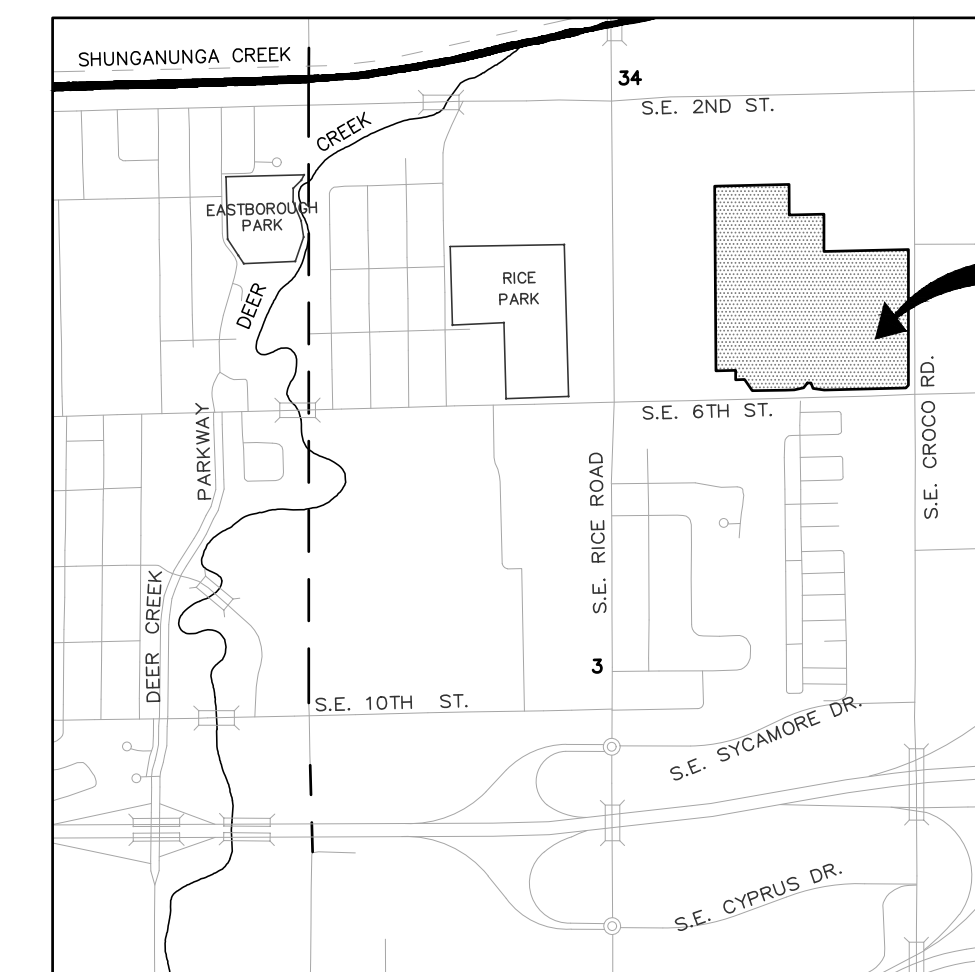
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST (SOUTH DESCRIBED) LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, IN SHAWNEE COUNTY, KANSAS.

INSTRUMENT NO. 2018R16057:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., 957.75 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 2047 FEET TO A LIMESTONE SET NEAR A BLACK WALNUT TREE, SAID TREE MARKED BY THREE HACKS; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER SECTION 372.45 FEET TO AN OSAGE ORANGE HEDGE; THENCE NORTH ALONG SAID HEDGE AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 327 FEET TO A POINT 377.75 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG AN OSAGE ORANGE HEDGE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 778.04 FEET TO A POINT 531.96 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 2374 FEET TO THE SECTION LINE; THENCE EAST ALONG SECTION LINE 1150.49 FEET TO THE PLACE OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT, STARTING AT A POINT ON THE NORTH SIDE OF THE PUBLIC HIGHWAY, 532 FEET EAST FROM THE WEST LINE OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16; THENCE EAST 210 FEET; THENCE NORTH 265 FEET; THENCE WEST 210 FEET; THENCE SOUTH 265 FEET TO THE PLACE OF BEGINNING, IN SHAWNEE COUNTY, KANSAS;

AND LESS A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

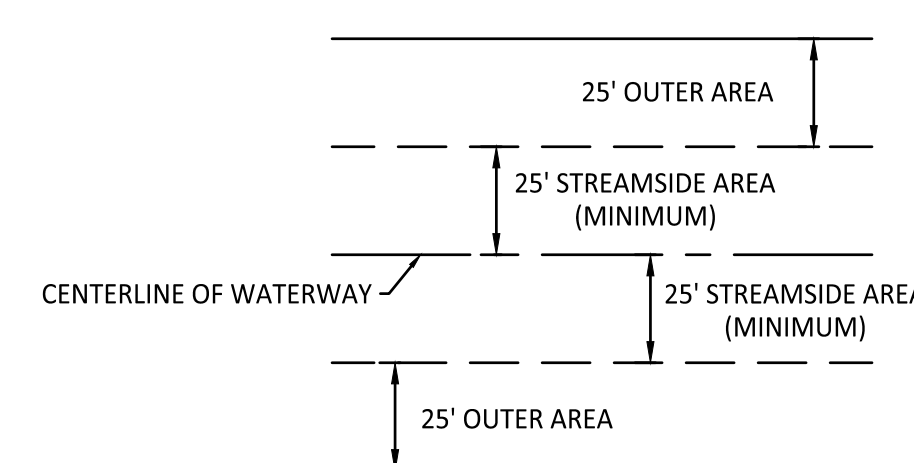


VICINITY MAP
No Scale

STREAM BUFFER NOTES

- RESTRICTION: - THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION EXCEPT AS PERMITTED UNDER SECTION 17.10.060 OF THIS CODE OR AS APPROVED BY THE PUBLIC WORKS DIRECTOR OR HIS OR HER DESIGNEE.
- STREAM BUFFER EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR INFORMAL GREEN SPACE AND THE NATURAL UNOBSTRUCTED OVERLAND FLOW OF SURFACE WATER IN EXISTING DRAINAGE WAYS. PROPERTY OWNER(S) SHALL NOT PLACE PERMANENT OR SEMI-PERMANENT OBSTRUCTIONS IN SAID EASEMENT. ALL MAINTENANCE WITHIN THE STREAM BUFFER EASEMENT (SBE) SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) OF THE PROPERTY IN WHICH THE EASEMENT IS SO LOCATED, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE DIRECTOR OF THE APPLICABLE DEPARTMENT OF PUBLIC WORKS, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORNE UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE APPLICABLE DEPARTMENT OF PUBLIC WORKS SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE.

TYPICAL TYPE II STREAM BUFFER



STREAMSIDE AREA - USES ALLOWED

- NATIVE VEGETATION
- FLOOD CONTROL
- FOOT PATHS/ROAD CROSSINGS
- UTILITY CORRIDORS

OUTER AREA - USES ALLOWED

- NATIVE VEGETATION OR MANAGED LAWN
- BIKING/HIKING PATHS
- FLOOD CONTROL
- DETENTION/RETENTION STRUCTURE
- UTILITY CORRIDORS
- STORMWATER BMP'S
- RESIDENTIAL YARDS/LANDSCAPE AREAS

G:\Shared\Draws\240326\CADD\Planning\Zoning and Legal\Survey\PLD\240326_PUD - Amend No. 2.dwg

PROPERTY OWNER'S:

RESER'S FINE FOODS INC.
OWNER ADDRESS: 3728 SE 6TH STREET
P.O. BOX 8 BEAVERTON, OR 97075
PROPERTY ADDRESS: TOPEKA, KS 66607

DATE:

MAY 8TH, 2024

MASTER PLANNED UNIT DEVELOPMENT PLAN

RESER'S FINE FOODS EAST DEVELOPMENT

AMENDMENT NO. 2

BOOK _____ PAGE _____
DATE _____ TIME _____

PERFORMANCE OBJECTIVE

AREA 1

TO CONSTRUCT A FOOD PROCESSING AND PACKAGING FACILITY WITHIN A RESIDENTIAL/AGRICULTURAL SETTING WHILE REASONABLY ACCOMMODATING THE OWNERS OF THE FACILITY AND SURROUNDING NEIGHBORHOOD.

AREA 2

TO ALLOW FOR THE CONSTRUCTION OF A PARKING LOT FOR SEMI-TRUCK TRAILERS INTENDED SOLELY FOR DIRECT USE BY SEMI-TRUCK TRAILERS SERVING THE RESER'S PLANT FACILITIES LOCATED IN EAST TOPEKA WITHIN PROXIMITY TO THE SITE. ANY EXPANSION OF BUILDINGS WITHIN AREA 2 SHALL REQUIRE A MAJOR PUD AMENDMENT.

DEVELOPMENT PHASING SCHEDULE

AREA 1

PHASE I (2017-2018) - CONSTRUCT 318,000 SF FACILITY, CONSTRUCT DECELERATION LANE INTO WEST ENTRANCE OFF SE 6TH ST., WIDENING OF SE CROCO RD. TO ACCOMMODATE INDUSTRIAL WIDTH 3 LANE ROADWAY THROUGH THE NORTH PROPERTY BOUNDARY ALONG SE CROCO RD. AND THEN TAPERING TO EXISTING WIDTH. (NOT SHOWN), CONSTRUCT SIDEWALK (6' BACK OF CURB OR 5' STANDARD) ALONG THE NORTH SIDE OF SE 6TH ST TO CONNECT WITH THE SIDEWALK THAT TERMINATES JUST EAST OF RICE RD., CONSTRUCT SIDEWALK (6' BACK OF CURB OR 5' STANDARD) ALONG THE WEST SIDE OF SE CROCO RD. THE LENGTH OF THE PROPERTY'S FRONTAGE.

PHASE II (2022-2028) CONSTRUCT 85,000 SF STORAGE AND DISTRIBUTION BUILDING THAT WILL BE ATTACHED TO THE PHASE I MAIN STRUCTURE. (NORTH OF EXISTING BUILDING WITHIN EXISTING PARCEL)

AREA 2

PHASE III CONSTRUCT PARKING LOT WITH 255 SEMI TRUCK SPACES PROVIDED.

PHASE IV CONSTRUCT ADDITIONAL PARKING LOT WITH 150 SEMI TRUCK SPACES PROVIDED.

PROJECT DATA

AREA 1

ZONING: I-1 USES FOR WAREHOUSING/DISTRIBUTION AND MANUFACTURING AND PROCESSING, TYPES I AND II ONLY
ALL OTHER USES LISTED IN 18. 60 ARE NOT PERMITTED.

MAXIMUM DENSITY: N/A PER I-1 STANDARDS

MAXIMUM BUILDING COVERAGE RATIO: 85%

MINIMUM LOT AREA: 10,000 SF

TOTAL STRUCTURES (PROPOSED): SINGLE STORY BUILDING

TOTAL MAXIMUM BUILDING AREA: 317,190 SF

281,000 SF PRODUCTION

27,850 SF OFFICE/EMPLOYEE SERVICE

640 SF COVER OUTDOOR BREAK AREA

5,000 SF COVERED TRASH COLLECTION AREA

2,700 SF AMMONIA ROOM

PARCEL SIZE: 43.03 ACRES±

PARKING CALCULATIONS: PH I & PH II

508 SPACES PROVIDED (499 STANDARD + 9 HANDICAP)

417 REQUIRED (1 SPACE / 600 SQ. FT UP TO 25,000 SQ. FT.; 1 SPACE / 1000 SQ. FT. THEREAFTER)

24 BIKE SPACES PROVIDED

AREA 2

ZONING: I-1, USES, FOR SEMI-TRUCK TRAILER PARKING LOT.

PARCEL SIZE: 42.04 ACRES ±

PARKING CALCULATIONS: PH III & PH IV

255 SEMI TRUCK SPACES PROVIDED, PHASE III

150 SEMI TRUCK SPACES PROVIDED, PHASE IV

GENERAL NOTES

- THE BASE ZONING OF I-1 SHALL APPLY UNLESS STATED OTHERWISE ON THE PUD MASTER PLAN.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL INDIVIDUAL SITE DEVELOPMENT PLANS SUBJECT TO TMC 18. 190. 060(C) HAVE BEEN REVIEWED AND APPROVED BY THE PLANNING DIRECTOR. THESE SITE PLANS SHALL ADDRESS INDIVIDUAL BUILDING SITE LOCATIONS, OFF-STREET PARKING AND INTERNAL CIRCULATION, FIRE HYDRANTS, LANDSCAPING, PEDESTRIAN CONNECTIVITY, EXTERNAL LIGHTING, SIGNAGE, BUILDING ELEVATIONS, UTILITIES, STORM WATER, RELATIONSHIP TO ADJACENT LOTS, ETC., APPROVED BY THE PLANNING DIRECTOR FOR EACH PHASE.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL THE PROPERTY DESCRIBED AS AREA 2 IS PLATTED.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL STORMWATER MANAGEMENT PLANS PURSUANT TO TMC 13.335 ARE APPROVED, INCLUDING GRANTING OF ANY NECESSARY STORMWATER MANAGEMENT EASEMENTS.
- PURSUANT TO TMC 18.190, THE APPLICANT MUST RECORD THE MASTER PUD PLAN WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN SIXTY (60) DAYS UPON APPROVAL OF THE GOVERNING BODY. FAILURE BY THE APPLICANT TO RECORD THE PLAN WITHIN THE PRESCRIBED TIME PERIOD AND PROVIDE THE PLANNING DEPARTMENT WITH THE REQUIRED NUMBER OF COPIES OF THE RECORDED PLAN WITHIN NINETY (90) DAYS OF THE DATE OF ACTION BY THE GOVERNING BODY SHALL RENDER THE ZONING PETITION NULL AND VOID.
- ANY EXPANSION OR INCREASE IN FLOOR AREA EXCEEDING 10% OF THE EXISTING BUILDINGS OR AS OTHERWISE INDICATED BY TMC 18.190.070 SHALL ONLY BE APPROVED BY MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT MASTER PLAN.
- STORMWATER MANAGEMENT EASEMENTS (SME) ARE HEREBY ESTABLISHED AS SHOWN OR DESCRIBED TO PROVIDE FOR THE MANAGEMENT OF STORM WATER INCLUDING, BUT NOT LIMITED TO, DETENTION, RETENTION, STORAGE AND TREATMENT OF STORM WATER. PROPERTY OWNERS AND THEIR ASSIGNS AND SUCCESSORS (PROPERTY OWNERS) AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, ENLARGE, REPAIR, OPERATE AND PROVIDE PERPETUAL MAINTENANCE OF PIPE, FLUME, DITCH, SWALE, VEGETATIVE AREAS OR MECHANICAL DEVICES FOR STORM WATER CONVEYANCE AND/OR TREATMENT, OR ANY IMPROVEMENTS IN THE SME FOR THE DRAINAGE AND/OR TREATMENT OF SAID STORM WATER. NO CHANGE TO THE GRADE, TOPOGRAPHY OR STORM WATER MANAGEMENT STRUCTURES AND IMPROVEMENTS IN THE SME SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE APPLICABLE PUBLIC WORKS DIRECTOR OR DESIGNER.
- SETBACKS FOR TRUCK/TRAILER PARKING AREA: WITH A MINIMUM OF 60 FEET ALONG THE WEST PROPERTY LINE AND 200 FEET ALONG THE NORTH PROPERTY LINE.
- A DECIBEL LEVEL OF 60 OR LESS SHALL BE MAINTAINED ALONG WEST AND NORTH PROPERTY LINES ADJACENT TO THE TRUCK TRAILER PARKING AREA. CITY STAFF SHALL BE ALLOWED ONTO THE SITE TO CONDUCT PERIODIC NOISE MEASUREMENTS AS NEEDED OR PROVIDE MEASUREMENTS FROM A THIRD PARTY.
- USE AND DEVELOPMENT OF THE SITE IN ACCORDANCE WITH THE PLANNED UNIT DEVELOPMENT MASTER PLAN FOR RESER'S FINE FOODS-AMENDMENT #2 AS RECORDED AND AMENDED WITH THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, SUBMITTAL AND ADMINISTRATIVE APPROVAL OF A SITE PLAN REVIEW APPLICATION THAT DEMONSTRATES SATISFACTORY COMPLIANCE WITH ALL CONDITIONS AND REQUIREMENTS ESTABLISHED BY THE PUD MASTER PLAN, THE CONSTRUCTION AND CONTINUED IMPLEMENTATION OF ALL CONDITIONS OF APPROVAL THAT HAVE BEEN ESTABLISHED BY THE PUD MASTER PLAN.
- SEMI TRUCKS AND TRAILERS NORTH OF THE PRIMARY BUILDING AND WAITING TO LOAD OR UNLOAD MATERIALS OR PRODUCTS SHALL PARK NO CLOSER THAN 200 FEET FROM THE EAST PROPERTY LINE ALONG CROCO ROAD.
- THE NOISE LEVEL FROM BUILDINGS AND EQUIPMENT, AND TRUCKS RESULTING FROM RESER'S ACTIVITY SHALL BE MAINTAINED TO 60 DECIBELS OR LESS WITHIN FIVE FEET OF THE PROPERTY LINE.

VARIANCE NOTES

- RELOCATION OF THE WESTERN STREAM CHANNEL TRANSECTING AREA 2 SHALL REQUIRE APPROVAL OF A VARIANCE TO TMC 17.10.080 BY THE CITY OF TOPEKA DEPARTMENT OF UTILITIES AND APPROVAL BY THE DIVISION OF WATER RESOURCES, IF NEEDED. IF THE VARIANCE IS NOT APPROVED, THE TRAILER PARKING LOT MAY BE SHIFTED NORTH AND WEST WITH THE EXACT LOCATION DETERMINED AT THE TIME OF SITE PLAN REVIEW APPLICATION PROVIDED A MINIMUM 75' BUILDING SETBACK IS STILL MAINTAINED FROM THE EDGE OF THE PARKING LOT TO THE WEST PROPERTY LINE.

UTILITY NOTES

- LIGHTING SHALL BE FULL CUT OFF, SHIELDED & RECESSED WITH CUT-OFF ANGLES TO PREVENT THE CAST OF LIGHTING BEYOND THE PROPERTY & NOT EXCEED 3 FOOT CANDLES AS MEASURED AT THE PROPERTY LINE. EXTERIOR LIGHTING SHALL FOLLOW ACCEPTED NATIONAL GUIDELINES FOR PARKING LOT LIGHTING (I.E. CPTED). THE TYPE, ILLUMINATION, POLE HEIGHT & QUANTITY OF NEW PARKING LOT LIGHTING SHALL BE APPROVED BY THE TOPEKA PLANNING DEPARTMENT AT THE TIME OF PERMIT APPROVAL BY DEVELOPMENT SERVICES. A FOOT CANDLE ANALYSIS WILL BE APPROVED AT THE SITE DEVELOPMENT PLAN STAGE.
- ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT STANDARDS.
- SEWER AND WATER SHALL BE PROVIDED BY THE CITY OF TOPEKA. CONNECTIONS AND ANY REQUIRED EXTENSIONS SHALL BE MADE AT THE EXPENSE OF THE DEVELOPER.

CIRCULATION, PARKING & TRAFFIC NOTES

- THE QUANTITY AND DESIGN OF ACCESSIBLE PARKING SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
- A 40 FT. SIGHT TRIANGLE, MEASURED FROM THE FACE OF CURB EXTENDED, SHALL BE MAINTAINED AT ALL ENTRANCES; NO OBSTRUCTIONS GREATER THAN (30) INCHES ABOVE GRADE OF ANY ADJACENT STREET OR ENTRANCE MAY BE PLACED WITHIN THIS AREA.
- ACCESS OPENINGS SHALL BE ALLOWED AS DEPICTED ON THE PLAN.
- ALL NEW DRIVES, STREETS, PARKING AREAS, APPROACHES AND WALKS SHALL BE CONSTRUCTED TO CITY OF TOPEKA STANDARDS.
- ALL DRIVES, LANES & PRIVATELY OWNED ACCESS WAYS PROVIDING ACCESSIBILITY TO STRUCTURES, BUILDINGS AND USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE CONSIDERED AND SERVE AS MUTUAL RIGHTS OF ACCESS TO OWNERS, TENANTS, INVITED GUESTS, CLIENTS, EMPLOYEES, CUSTOMERS, SUPPORT AND UTILITY PERSONNEL AND EMERGENCY SERVICE PROVIDERS, INCLUDING LAW ENFORCEMENT, FIRE PROTECTION AND AMBULANCE SERVICES. ALL ACCESS WAYS PROVIDING GENERAL ACCESSIBILITY TO, AND CIRCULATION AMONG, THE USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE MAINTAINED AT ALL TIMES IN GOOD SERVICEABLE CONDITION WITH THE MAINTENANCE OF SAID ACCESS WAYS BEING THE RESPONSIBILITY OF THE OWNER.
- IF ANY IMPROVEMENTS TO THE SITE ARE REQUIRED BY THE TRAFFIC ANALYSIS AS APPROVED BY THE CITY TRAFFIC ENGINEER, THEY SHALL BE COMPLETED BY THE DEVELOPER PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR EACH PHASE OF DEVELOPMENT.

SIGNAGE NOTES

- SIGNS SHALL BE APPROVED BY SEPARATE SIGN PERMIT APPLICATION.
- TMC 18.10 SHALL GOVERN ALL OTHER SIGNS UNLESS SPECIFICALLY STATED HEREIN. ALL INCIDENTAL SIGNAGE SHALL COMPLY WITH TMC 18.10.130(i) BY ZONING USE GROUP.
- ONE FREESTANDING SIGN IS PERMITTED AT EACH VEHICULAR ENTRANCE FROM SE CROCO ROAD AND SE 6TH AVENUE BUT SHALL BE LIMITED IN SIZE TO 40 SQUARE FEET AND IN HEIGHT TO 10 FEET ON SE CROCO ROAD AND LIMITED IN SIZE TO 50 SQUARE FEET AND HEIGHT TO 15 FEET ON SE 6TH AVENUE.

LANDSCAPING AND FENCING NOTES

- ALL LANDSCAPING SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS UNLESS PRESCRIBED OTHERWISE STATED IN THIS DOCUMENT. SITE SPECIFIC LANDSCAPE PLANS ADDRESSING POINT QUANTITIES, SPECIES, AND LOCATION SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF ANY PERMITS.
- LANDSCAPE PLANS SHALL BE PROVIDED THAT ARE CONSISTENT WITH TMC 18.235 LANDSCAPE REGULATIONS. THE SPECIFIC TYPES, AND QUANTITIES SHALL BE APPROVED BASED ON THE LANDSCAPE PLAN SUBMITTED AT THE SITE PLAN REVIEW APPLICATION STAGE. "AN ATTRACTIVE MIX OF EVERGREEN, SHRUBS, AND DECIDUOUS TREES ALONG THE PROPERTY'S STREET FRONTAGES AND WHERE ADJACENT TO SINGLE-FAMILY RESIDENCES ON THE WEST AND NORTH SIDES AT THE TIME OF DEVELOPMENT OF FUTURE PHASES. AN IMPERVIOUS SCREENING BARRIER, BERMS OR COMBINATION LANDSCAPING AND BERMS SHALL BE PROVIDED ALONG THE LENGTH OF THE WEST PROPERTY LINE SUBJECT TO TMC 18.235.060(j).
- THE CARE, MAINTENANCE, AND OWNERSHIP OF COMMON OPEN SPACE, PARKING AREAS, UTILITIES, PRIVATE STREETS, ACCESS WAYS, STORMWATER MANAGEMENT EASEMENTS, FENCING, AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. ALL LANDSCAPING SHALL BE INSTALLED PURSUANT TO PHASING SCHEDULE AND PROPERLY MAINTAINED. IF ANY PORTION OF THE LANDSCAPED MATERIAL DIES, IT SHALL BE REPLACED BY THE NEXT PLANTING SEASON.
- TO MITIGATE NOISE FROM THE TRUCK AND TRAILER PARKING, PROVIDE COMBINATION OF A LANDSCAPE BERM AND OPAQUE FENCE ALONG THE SOUTH, WEST AND NORTH PROPERTY BOUNDARY ADJACENT TO THE TRUCK TRAILER PARKING AREA WHERE THE SITE ABUTS LANDS ZONED OR USED FOR A RESIDENTIAL LAND USE. ALONG THE WEST PROPERTY BOUNDARY, THE COMBINATION OF BERM AND OPAQUE FENCE SHALL OBTAIN A MINIMUM HEIGHT OF 10 FEET ABOVE THE FINISHED GRADE OF THE TRUCK TRAILER PARKING AND STORAGE AREA.
- EXISTING MATURE (6 INCH DBH OR GREATER) TREES ALONG WEST AND NORTH PROPERTY LINE SHALL BE PRESERVED AND MAINTAINED. FUTURE SITE DEVELOPMENT PLAN MUST INCLUDE A LANDSCAPE PLAN IDENTIFYING TREES TO BE PRESERVED.
- THE OWNER SHALL ADD LANDSCAPING, TO THE EXISTING BERM ALONG THE EAST PROPERTY LINE SOUTH OF THE NORTHERNMOST DRIVEWAY ENTRANCE. THE COMBINATION OF EXISTING BERM, AND ADDITIONAL LANDSCAPING SHALL PROVIDE A VISUAL SCREEN EXTENDING TO A HEIGHT OF 6 FEET MEASURED FROM THE CURRENT FINISHED GRADE AT THE PROPERTY LINE.

BUILDING NOTES

- ALL BUILDINGS/STRUCTURES SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS.
- THE OUTSIDE STORAGE OF VEHICLES (OTHER THAN TRUCKS UNLOADING/LOADING), EQUIPMENT AND MACHINERY SHALL NOT BE PERMITTED. ALL DOCKS AND/OR LOADING AREAS SHALL BE ERRECTED TO THE SIDE AND REAR YARDS AND NOT FRONT ON TO ANY PUBLIC STREET RIGHTS OF WAY. THERE SHALL BE NO LOADING/UNLOADING OF TRUCKS FROM THE SOUTH SIDE OF THE BUILDING. OVERNIGHT PARKING OF SEMI-TRUCK TRAILERS IS NOT PERMITTED WITHIN AREA 1 ALONG THE SE CROCO OR SE 6th STREET STREET FACING FRONTAGES. ALL OVERNIGHT PARKING AND PARKING OF SEMI-TRUCKS NOT DIRECTLY UNLOADING AND LOADING SHALL BE CONTAINED WITHIN AREA 2 ON AN APPROVED HARD SURFACE.
- A MINIMUM OF 50% OF THE MAIN ENTRY OF THE FRONT FACADE (EAST FACING) SHALL BE COMPRISED OF WINDOWS, DOOR OPENINGS. THE MAIN ENTRY OF THE FRONT FACADE SHALL BE TREATED WITH ARCHITECTURAL FINISHES AND BE OF HIGH QUALITY DESIGN. THE 6TH ST. FACADE (SOUTH FACING) SHALL CONTAIN A FORM OF ARCHITECTURAL VARIATIONS WITH RESPECT TO MATERIALS, TEXTURE, RELIEF, COLOR, ETC. MECHANICAL, HEATING, AIR CONDITIONING/COOLING, AND ROOF MOUNTED EQUIPMENT SHALL BE SCREENED OR NOT VISIBLE FROM PUBLIC RIGHTS OF WAY AND LOCATED TO THE SIDE OR REAR YARDS.
- BUILDING ELEVATIONS TO BE APPROVED AT THE TIME OF SITE DEVELOPMENT PLAN REVIEW AND SHALL BE SUBSTANTIALLY COMPLIANT WITH THOSE SUBMITTED AS AN EXHIBIT TO THE PUD MASTER PLAN.
- MAINTAIN ACCEPTABLE MINIMUM AIR QUALITY STANDARDS AS REGULATED BY KDHE.
- THERE SHALL BE NO DISCERNABLE ODORS EMITTING FROM THE WASTE WATER PRE-TREATMENT PROCESS BEYOND ANY PROPERTY LINES.
- THE LOCATION OF TRASH AND RECYCLING RECEPTACLES SHALL BE DETERMINED AT THE SITE DEVELOPMENT STAGE TO ENSURE TRASH AREAS ARE NOT OVERLY CONCENTRATED, ARE EFFECTIVELY SCREENED FROM PUBLIC AREAS, AND PROVIDE ADEQUATE CIRCULATION WITHIN THE OVERALL DEVELOPMENT. ALL SAID RECEPTACLES SHALL HAVE ENCLOSURES THAT SCREEN THE RECEPTACLES FROM VIEW AND ARE CONSTRUCTED WITH MATERIALS COMPATIBLE WITH THE FRONT FACADE OF THE PRINCIPAL BUILDING.

OWNER'S CERTIFICATE

RESER'S FINE FOODS INC. OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF: THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, RESER'S FINE FOOD INC. HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2024.

PAUL LEAVY, CHIEF FINANCIAL OFFICER
RESER'S FINE FOODS INC.

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME PAUL LEAVY, CHIEF FINANCIAL OFFICE, RESER'S FINE FOODS INC., WHO IS PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATION OF MASTER PUD PLAN APPROVAL

THIS PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18.190 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS AND MAY BE AMENDED ONLY AS PRESCRIBED IN TMC 18.190.070 OF SAID CHAPTER AND AS SET FORTH ON THIS DOCUMENT OR AS MAY SUBSEQUENTLY BE APPROVED AND RECORDED. A MAJOR AMENDMENT APPROVAL TO CONSTRUCT A TRAILER PARKING LOT ON THE PORTION DESCRIBED AS AREA 2. USE AND MAINTENANCE OF THE PARKING LOT SHALL BE BY RESER'S FINE FOOD INC OR TO ALLOW STORAGE OF TRAILERS SERVING OPERATIONS WITHIN THE VICINITY OF SE 6TH AND CROCO.

DAN WARNER, PLANNING DIRECTOR

DATE

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME DAN WARNER, PLANNING DIRECTOR, WHO IS PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

AMENDMENT NOTE:

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

PROPERTY OWNER'S:

RESER'S FINE FOODS INC.
OWNER ADDRESS:
P.O. BOX 8
BEAVERTON, OR 97075

PROPERTY ADDRESS
3728 SE 6TH STREET
TOPEKA, KS 66607

DATE:

MAY 8TH, 2024

PUD 16/05B

ENVIRONMENTAL NOISE LEVEL SURVEY

Prepared for:
Reser's Fine Food
3728 Southeast 6th Street
Topeks, Kansas 66607
April 26, 2024

This document has been prepared by Mobile Health Diagnostics. The material and data in this report were prepared under the supervision and direction of the undersigned.


Troy Bouman, PhD
Acoustical Engineer

Table of Contents

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Acronyms

dB	Decibel reference 20uPa
dBZ	Unweighted decibel
dba	A-weight decibel. A-weighting reflects how humans perceive sound.
SLM	Sound level meter
SPL	Sound pressure level

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1. Introduction

Mobile Health Diagnostics was contracted to perform environmental noise level testing at Reser's Fine Food site located at 3728 Southeast 6th Street Topeka, KS 66607. The goal of the testing was to understand the sound levels of the production facility and ambient environment in the northeast corner of the property. There is no specific dB requirement in the Topeka ordinance [1] to specifically compare to, but does say:

9.45.170

a) It shall be unlawful for any person to make, continue or allow to be made or continued any excessive, unnecessary, unusual or loud noise which injures or endangers the comfort, repose, health, or safety of any person of reasonable sensibilities, or which interferes with the use or enjoyment of property of any person of reasonable sensibilities, unless the making and continuing of such noise is necessary for the protection and preservation of property or the health and safety of an individual; provided, that the provisions of this article shall not apply to such occasional and infrequent uses as authorized by resolution approved by the City Council, upon a showing by an applicant and determination by the Council that the proposed use does not offend the spirit of the findings of TMC 9.45.150.

The testing was conducted on April 17, 2024.

2. Methodology

A sound level meter (SLM) was placed on a tripod and located in the northeast corner of the property. The measurement location is shown in red in Figure 1.



Figure 1: Map showing data collection location highlighted in red.

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Sound was recorded in 15 minute increments from 5am – 8am, when the facility was shut down, but ~40 air-conditioned trailers were running ~200 yards away. Sound was again recorded from 8am – 1pm when the facility as well as the trailers were operational. From that data, Unweighted (i.e. LZeq) and A-weighted average levels were recorded (i.e. LAeq). The measurements were made using a Quest Sound Pro sound level meter, SN BIX100007 set to slow response. The sound level meter was calibrated before and after each testing day using a 3M AC-300 calibrator, SN AC3000009137, and were within 0.5dB between each calibration. The calibration certificates for the equipment can be found in Appendix A. The weather on testing day was 61F, 58% humidity, and 29.75 inHg pressure.

3. Results

The results for the testing are shown in Table 1. The results are interesting in that the levels were slightly louder on average from 5am to 8am than from 8am to 1pm. This is somewhat counter intuitive, but the levels are not that different from each other (humans can only perceived a > 3dB change). So the main conclusion to take away is that the production facility does not significantly increase the sound level at the northeast property line. Note that the ~40 A/C trailers were running during the whole test so the levels without those trailers are unknown.

Additionally, the LAeq levels are well below the 85 dBA OSHA exposure threshold. So there is no health risk from this sound exposure when viewing it from the city ordinance 9.45.170a health concern (see above).

Table 1: Overall sound pressure levels A-weighted (human perceived levels) and Z-weighted (i.e. Unweighted).

Time	Facility	Trailers	LAeq	LZeq
5a-8a	Off	On	58.9	88.1
8a-1p	On	On	57.5	82.6

Figure 2 shows the average sound levels every 15 minutes from 5am-8am. Looking at the y axis, the levels are very similar (i.e. the sound level is not fluctuating significantly during the measurement).

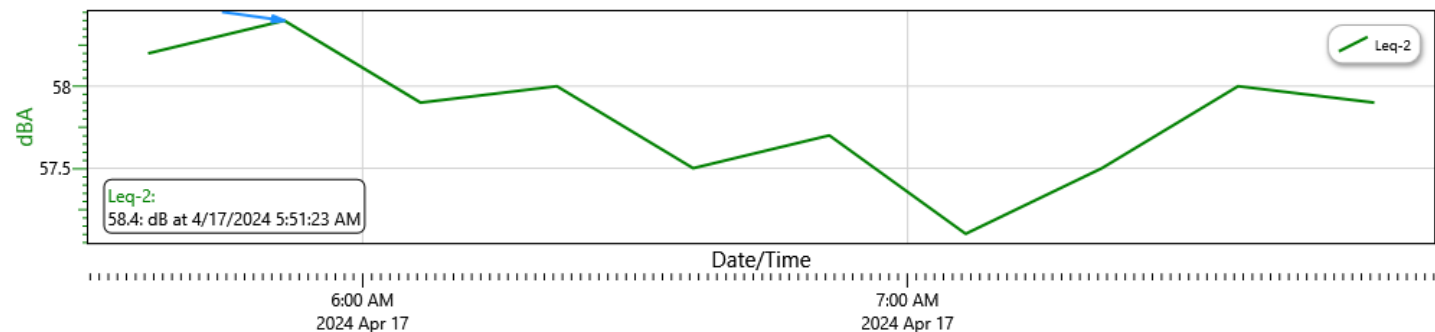


Figure 2: LAeq levels every 15 minutes from 5am-8am

Figure 3 looks at the frequency content from the data. It shows that from 5a-8a there was higher low frequency (i.e. < 80Hz) energy content than from 8a-1pm, but humans don't hear these frequencies well that is why the overall LAeq from Table 1 is not much different. Additionally, Figure 3 shows that the acoustic energy is evenly spread across the frequency range (i.e. there is not a specific tone that is driving the overall levels).

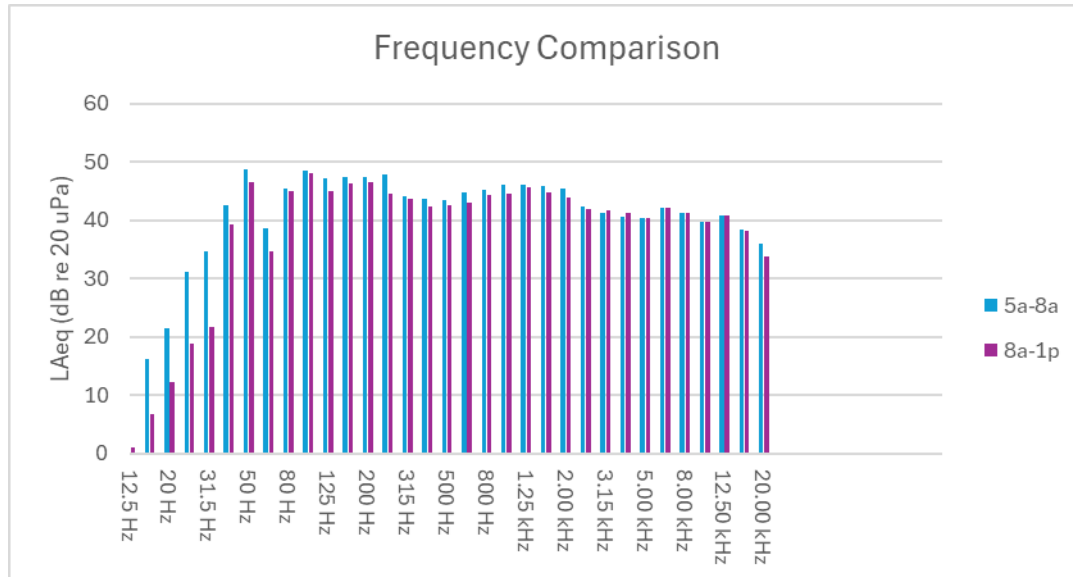


Figure 3: A-weighted 1/1 Octave frequency comparison data.

4. Conclusions

Acoustic data were acquired at Reser's Fine Foods' site located at 3728 Southeast 6th Street Topeka, KS 66607. The testing involved recording data from 5am until 1pm at a single location on the northeast property line. In general, the A-weighted sound pressure levels were around 58 dBA and the unweighted levels were around 86 dBZ. Based on the limited city ordinance requirements, Reser is in compliance and does not need any mitigation. If Reser is looking to add A/C trailer parking in the future, the MHD team would recommend another data collection phase with all the additional trailers in place. If the levels exceed 85 dBA at that time, MHD can recommend mitigation strategies. For example, a large berm taller than the trailers would provide the most benefit. Additionally, trees or an appropriate sound fence would help reflect the sound energy away from the neighbors, but would need to be of sufficient height and mass to target down to 50 Hz.

5. References

[1] Topeka City Ordinance on Noise https://topeka.municipal.codes/TMC/9.45_ArtII

6. LIMITATIONS

The services described in this work product were performed in accordance with generally accepted professional consulting principles and practices. No other representations or warranties, expressed or implied, are made. These services were performed consistent with our agreement with our client. This work product is intended solely for the use and information of our client unless otherwise noted. Any reliance on this work product by a third party is at such party's sole risk.

Opinions and recommendations contained in this work product are based on conditions that existed at the time the services were performed and are intended only for the client, purposes, positions, time frames, and project parameters indicated. The data reported and the findings, observations, and conclusions expressed are limited by the scope of work. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this work product.

This work product presents professional opinions and findings of a scientific and technical nature. The work product shall not be construed to offer legal opinion or representations as to the requirements of, nor the compliance with, environmental laws rules, regulations, or federal, state or local regulations.

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Appendix A – Calibration Certificates

TSI INCORPORATED – OCONOMOWOC
1060 Corporate Center Drive, Oconomowoc, WI 53066 USA
tel 651 490 2811 + toll free 800 245 0779 + web www.tsi.com

Page 1 of 1

An ISO 9001
Registered Company

Certificate of Calibration
Certificate No: 1110664A AC300009137

Submitted By:	MOBILE HEALTH DIAGNOSTICS 2639 ONEIDA STREET DENVER, CO 80207		
Serial Number:	AC300009137	Date Received:	8/17/2023
Customer ID:		Date Issued:	8/17/2023
Model:	AC-300 CALIBRATOR	Valid Until:	8/17/2024
Test Conditions:	Model Conditions:		
Temperature:	18°C to 29°C	As Found:	IN TOLERANCE
Humidity:	20% to 80%	As Left:	IN TOLERANCE
Barometric Pressure:	890 mbar to 1050 mbar		
SubAssemblies:			
Description:	Serial Number:		
Calibrated per Procedure:	057V879		
Reference Standard(s):			
I.D. Number	Device	Last Calibration	Date Calibration Due
ET0000556	B&K ENSEMBLE	6/6/2022	6/6/2024
Measurement Uncertainty:			
ACOUSTIC +/- 0.19DB FREQUENCY +/- 0.058%			
Estimated at 95% Confidence Level (k=2)			
Calibrated By:	 <hr style="width: 100%; border: 0.5px solid black;"/> JAMES CULLINANE III Service Technician		8/17/2023

This report certifies that all calibration equipment used in the test is traceable to NIST, and applies only to the unit identified under equipment above. This report must not be reproduced except in its entirety without the written approval of TSI Incorporated.

A1-1: Calibration certification for the calibrator



TSI INCORPORATED - OCONOMOWOC

1060 Corporate Center Drive, Oconomowoc, WI 53066-4828 USA
tel 651 490 2811 • toll free 800 245 0779 • web www.tsi.com

An ISO 9001
Registered Company

Certificate of Calibration

Certificate Number: 2310110156BIX100007

Model: SoundPro SP DL-2-1/3

Date Issued: 11 Oct 2023

S/N: BIX100007

On this day of manufacture and calibration, TSI certifies that the above listed product meets or exceeds the performance requirements of the following acoustic standard(s):

ANSI S1.4 1983 (R 2006) - Specification for Sound Level Meters / Type 2
ANSI S1.43 1997 (R 2007) - Specification for Integrating - Averaging Sound Level Meters / Type 2
IEC 61672-1 (2002) - Electro acoustics – Sound Level Meters – Part 1: Specifications / Class 2

Test Conditions: Temp: 18-25°C Humidity: 20-80% R.H. Barometric Pressure: 950-1050 mBar

Test Procedure: S053-899

Subassemblies:

QE7052	54814
SPro Preamp	08231285

Reference Standard(s):

Device	Ref Standard Cal Due	Uncertainty - Estimated at 95% Confidence Level (k=2)
B&K Ensemble	07 Jan 2024	+/- 0.19dB Acoustic
Fluke 45	17 Feb 2024	+/- 1.4% AC Voltage, +/-0.1% DC Voltage

Calibrated By:

Michele Hust
Michele Hust - Assembler

In order to maintain best instrument performance over time, and in the event of inspection, audit or litigation, we recommend the instrument be recalibrated annually. Any number of factors may cause the calibration to drift before the recommended interval has expired.
See user manual for more information.

All equipment used in the test and calibration of this instrument is traceable to NIST, and applies only to the unit identified above.
This report must not be reproduced, except in its entirety, without the written approval of TSI, Inc.

A1-2: Calibration certificate for the sound level meter

NATIONWIDE SERVICE

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From: Sandra Campise, Resident on East Side of Croco Road Adjacent to Reser's
Received: April 11, 2024
Re: PUD16/05B Amendment to Reser's PUD Master Plan for Semi-Truck Trailer Parking

Dear Mike Hall,

I talked to Annie Driver yesterday stating my and my neighbors' concerns. Since she will not be able to attend the April 15th meeting, she instructed me to email you so you can forward my and my neighbors' concern to the Planning Commissioners ahead of the April 15th meeting. I appreciate your helpfulness. Below is the letter, I would appreciate if you could forward it to the planning commissioners.

Thanks again,

Sandra Campise

I will forward you the pictures I sent to Annie Driver if you could forward them as well. I could not find them on this computer to send. Please contact me if there are any questions, thanks again.

Issues and concerns of the family neighborhood adjoining the Reser's facility at 6th and Croco:

Having a 24/7 industrial facility across the street from a family neighborhood is very stressful for those residents who live nearby. Most of the issues are with engine noises, fans and headlight beams which frequently disrupt sleep and make it impossible to enjoy outdoor activities. Enlarging the facility will only increase these issues for the neighborhood unless actions are taken. For comparison, it is as if living next to a truck depot with trucks moving about at all hours of the day and night. This activity is constant, 24-7. Perhaps once every two weeks, Reser's takes a day or part of a day off, which is a great relief.

1) Noise:

The primary noise is from the four docks on the north side of the building where refrigeration units on the trailers rumble away night and day. On occasions the engine noise combines which doubles the noise level and vibrates house windows and siding. Every hour, day and night there are beeps from the trucks backing up. This occurs hourly as trailers are backed into the four docks and parking north of the building. This is a 24 hour operation.

2) Truck parking:

Truck trailers are parked across the street from my and my neighbors' houses all the time, making it feel like we are in the midst of a tractor truck depot. This severely downgrades our quality of life at home and interrupts our sleep which effects our waking work days. The tractor trailers should not be there according to the original agreement in which they were supposed to be parked at the south of the building. The trucks are there for loading and waiting to be hauled off. There are also the ones that are just being stored. I understand that the proposed plan is to alleviate some of this, but not all of it.

3) Dust:

Clouds of dust blow from the unpaved areas of the north side from parking and maneuvering of the trucks. This dusts get everywhere, especially on windy days. It is on the cars, the decks and the houses.

4) Lights:

While this is not as bothersome as the constant rumble, headlights will blaze through residential windows at night from a bus or truck parked for long periods, disrupting sleep.

Remedies:

Some have suggested construction of a concrete wall sound barrier on the northeast side of the building to deflect the noise and having the trucks hidden behind the wall so they are out of sight of the surrounding neighborhood and the illumination caused by them.

Others have recommended contacting OSHA and the EPA for a review.

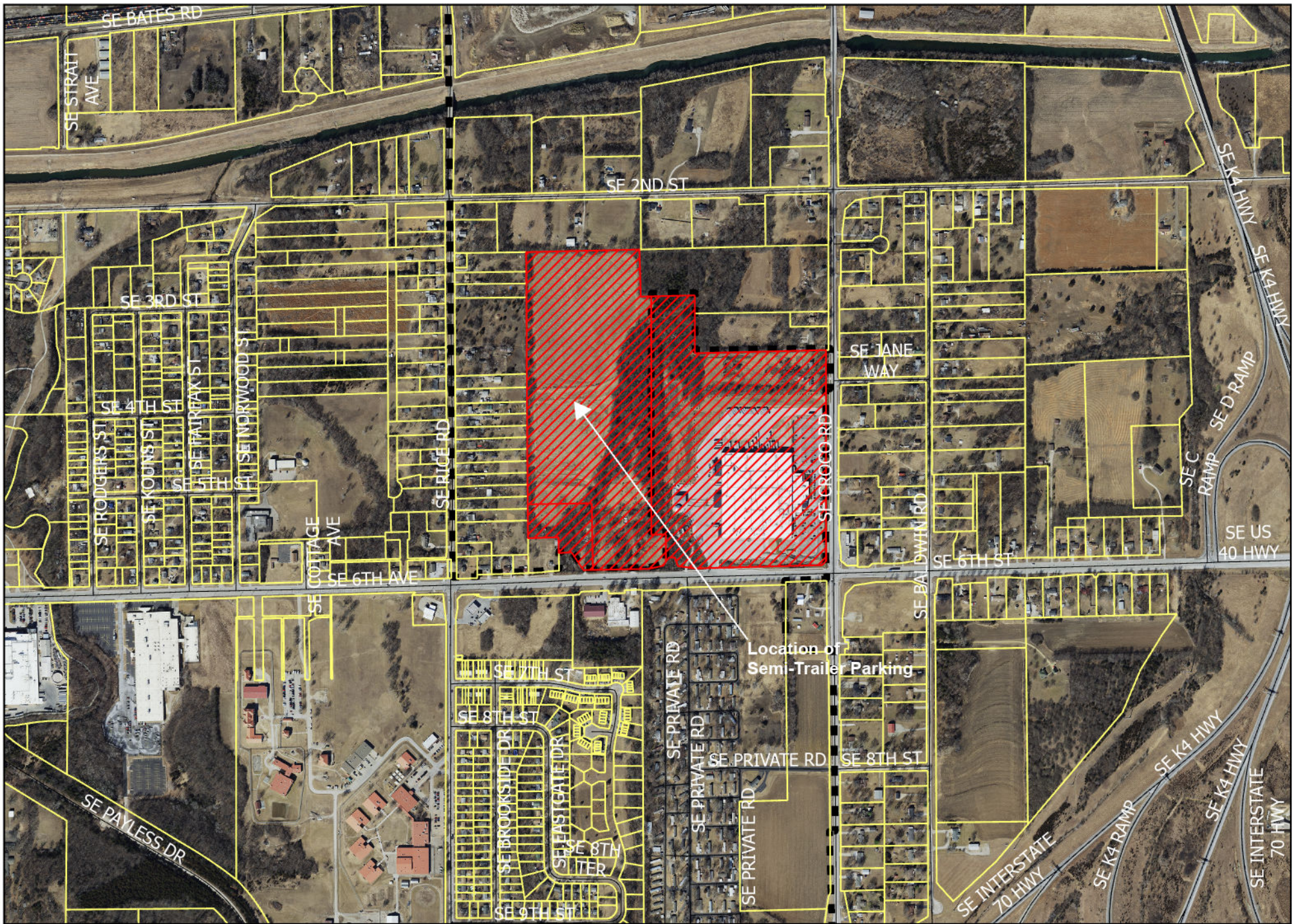
There are several other items that disturb the residents of the neighborhood, but the noise, illumination from the bus and the trucks, the tractor trailers in plain sight of the neighboring houses and the dust are the foremost concerns. The original agreement was that no truck activity is to occur on the northeast side of Reser's including trucks entering and leaving through the Croco exit. They were to all enter and leave through the 6th street entrance.

If these items were addressed, the quality of life for the residents would be greatly improved.

Thank You, Sandra Campise and the neighbors adjacent to Reser's.

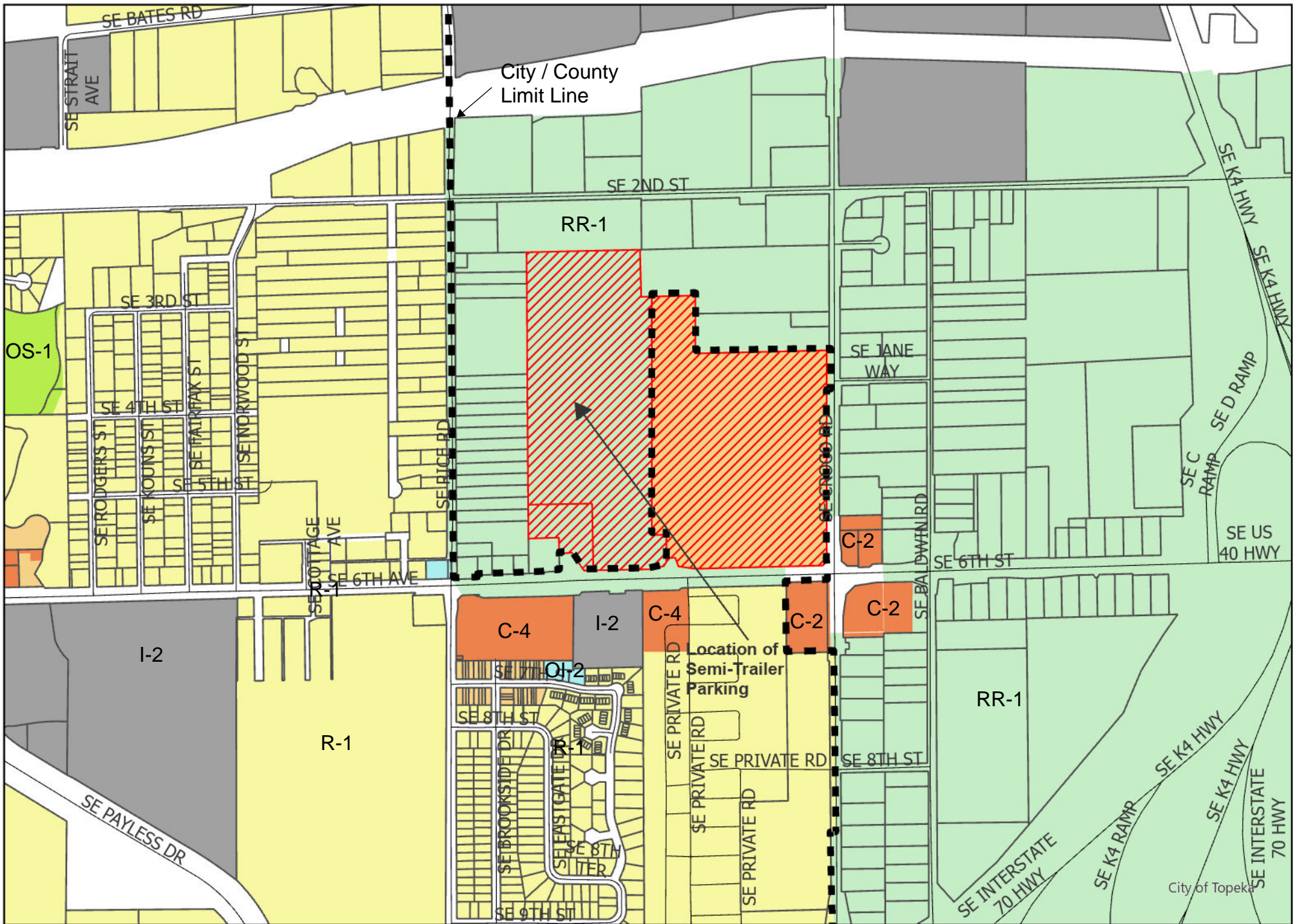






PUD16/5B Reser's Fine Foods Inc. - Revision #2





PUD16/5B Reser's Fine Foods Inc. - Revision #2- Zoning Map



MASTER PLANNED UNIT DEVELOPMENT PLAN

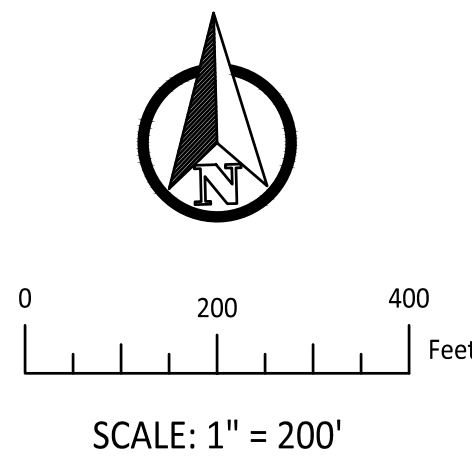
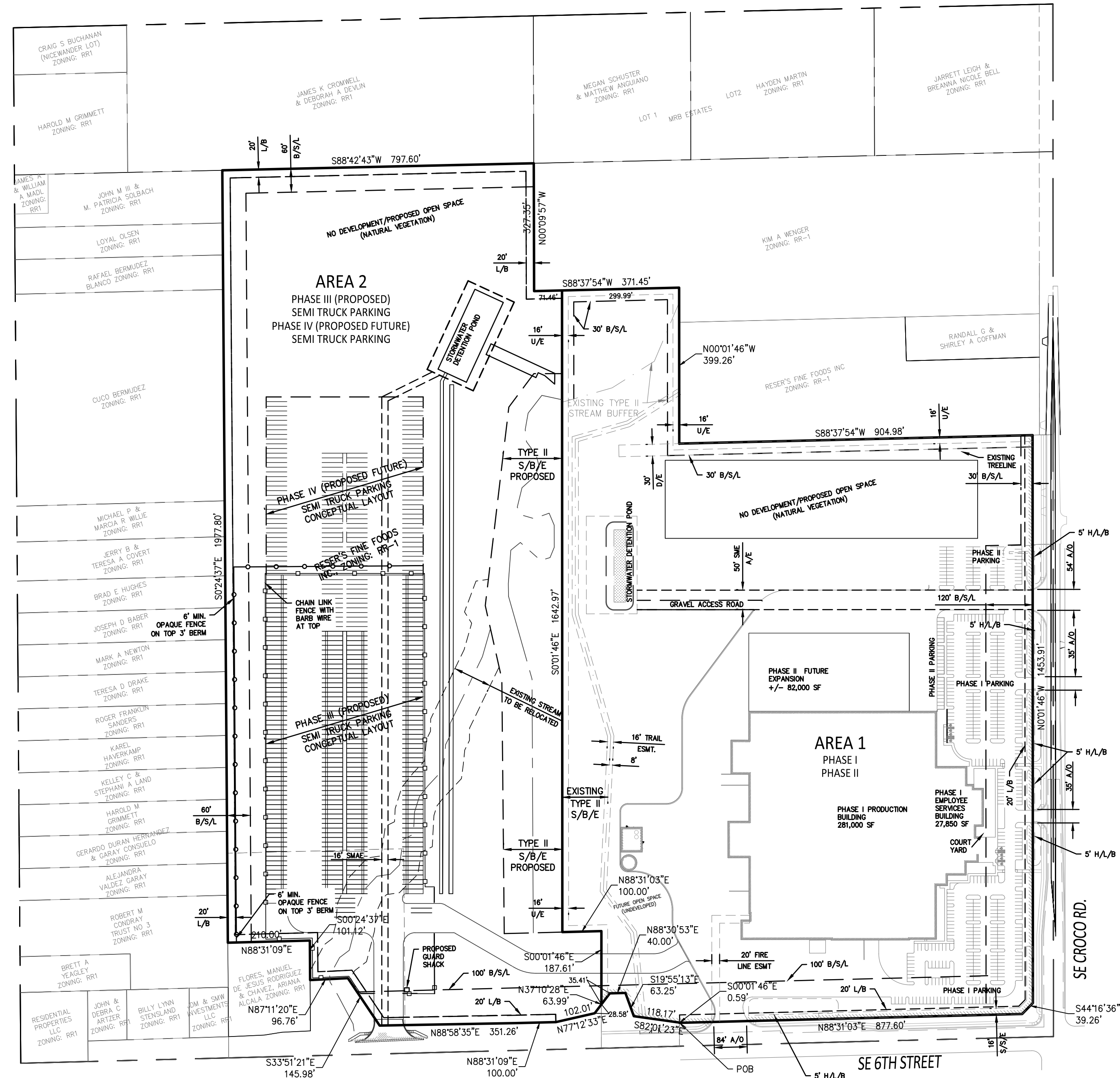
RESER'S FINE FOODS EAST DEVELOPMENT

AMENDMENT NO. 2

BOOK _____ PAGE _____
DATE _____ TIME _____

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS

REBECCA J. NIOCE, REGISTER OF DEEDS



LEGEND

POB	POINT OF BEGINNING
B/S/L	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
U/E	UTILITY EASEMENT
H/L/B	HIGH LANDSCAPE BERM
L/B	LANDSCAPE BUFFER
S/S/E	SANITARY SEWER EASEMENT
SMAE	STORM MANAGEMENT ACCESS EASEMENT
SME	STORMWATER SEWER EASEMENT
A/E	ACCESS EASEMENT
A/O	ACCESS OPENING
—	PROPERTY LINE
- - -	EASEMENT LINE

DESCRIPTION

AREA 1 LEGAL DESCRIPTION:

LOT 1, BLOCK A, RESER'S CROCO SUBDIVISION NO. 2, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., ALL IN SHAWNEE COUNTY, KANSAS.

AREA 2 LEGAL DESCRIPTIONS

INSTRUMENT NO. 2018R16128:

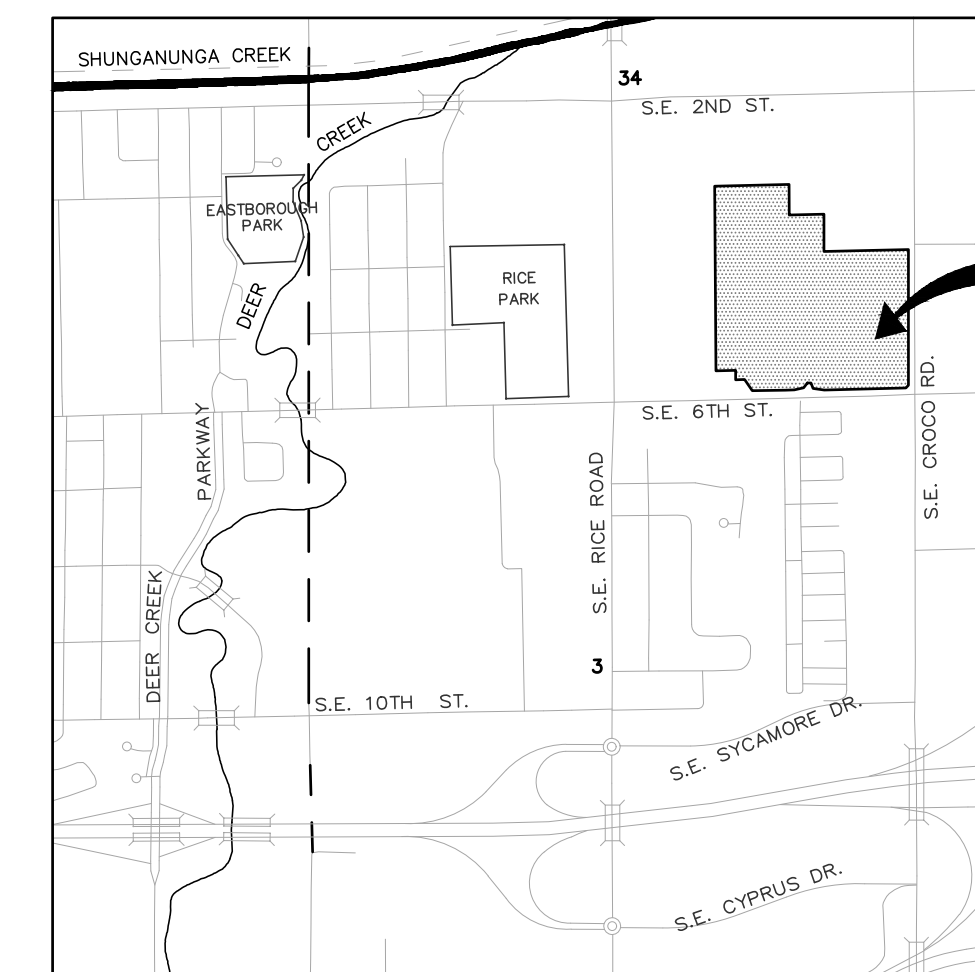
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST (SOUTH DESCRIBED) LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, IN SHAWNEE COUNTY, KANSAS.

INSTRUMENT NO. 2018R16057:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., 957.75 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 204.7 FEET TO A LIMESTONE SET NEAR A BLACK WALNUT TREE, SAID TREE MARKED BY THREE HACKS; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER SECTION 372.45 FEET TO AN OSAGE ORANGE HEDGE; THENCE NORTH ALONG SAID HEDGE AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 327 FEET TO A POINT 377.75 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG AN OSAGE ORANGE HEDGE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 778.04 FEET TO A POINT 531.96 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 2374 FEET TO THE SECTION LINE; THENCE EAST ALONG SECTION LINE 1150.49 FEET TO THE PLACE OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT, STARTING AT A POINT ON THE NORTH SIDE OF THE PUBLIC HIGHWAY, 532 FEET EAST FROM THE WEST LINE OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16; THENCE EAST 210 FEET; THENCE NORTH 265 FEET; THENCE WEST 210 FEET; THENCE SOUTH 265 FEET TO THE PLACE OF BEGINNING, IN SHAWNEE COUNTY, KANSAS;

AND LESS A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER, THENCE EAST 741.96 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 123 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE EAST 90.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ON AN ANGLE TO THE SOUTHEAST TO A POINT ON THE SOUTH LINE OF THE QUARTER SECTION, 904.96 FEET EAST OF THE SOUTHWEST CORNER; THENCE CONTINUING EAST ALONG SOUTH LINE 65.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 460.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 438.00 FEET; THENCE SOUTH PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 229.00 FEET; THENCE EAST 210.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 108.00 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

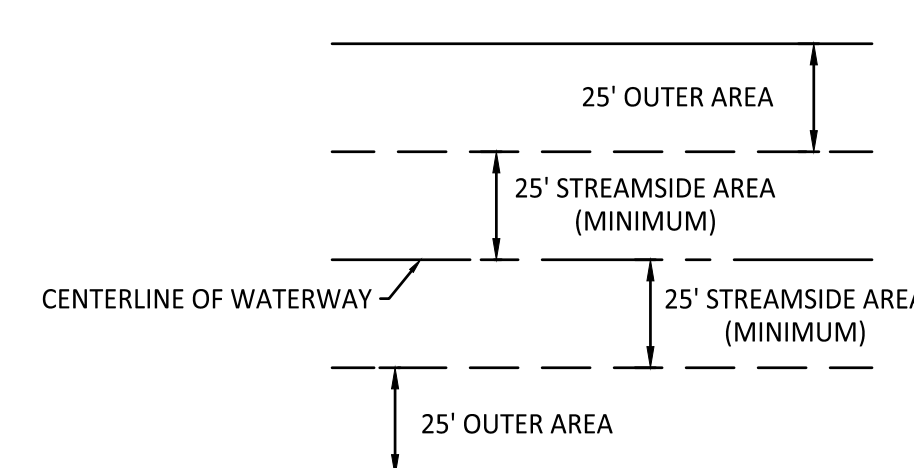


VICINITY MAP
No Scale

STREAM BUFFER NOTES

- RESTRICTION: - THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION EXCEPT AS PERMITTED UNDER SECTION 17.10.060 OF THIS CODE OR AS APPROVED BY THE PUBLIC WORKS DIRECTOR OR HIS OR HER DESIGNEE.
- STREAM BUFFER EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR INFORMAL GREEN SPACE AND THE NATURAL UNOBSTRUCTED OVERLAND FLOW OF SURFACE WATER IN EXISTING DRAINAGE WAYS. PROPERTY OWNER(S) SHALL NOT PLACE PERMANENT OR SEMI-PERMANENT OBSTRUCTIONS IN SAID EASEMENT. ALL MAINTENANCE WITHIN THE STREAM BUFFER EASEMENT (SBE) SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) OF THE PROPERTY IN WHICH THE EASEMENT IS SO LOCATED, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE DIRECTOR OF THE APPLICABLE DEPARTMENT OF PUBLIC WORKS, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORNE UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE APPLICABLE DEPARTMENT OF PUBLIC WORKS SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE.

TYPICAL TYPE II STREAM BUFFER



STREAMSIDE AREA - USES ALLOWED

- NATIVE VEGETATION
- FLOOD CONTROL
- FOOT PATHS/ROAD CROSSINGS
- UTILITY CORRIDORS

OUTER AREA - USES ALLOWED

- NATIVE VEGETATION OR MANAGED LAWN
- BIKING/HIKING PATHS
- FLOOD CONTROL
- DETENTION/RETENTION STRUCTURE
- UTILITY CORRIDORS
- STORMWATER BMP'S
- RESIDENTIAL YARDS/LANDSCAPE AREAS

PROPERTY OWNER'S:

RESER'S FINE FOODS INC.
OWNER ADDRESS: 3728 SE 6TH STREET
P.O. BOX 8
BEAVERTON, OR 97075
PROPERTY ADDRESS: 3728 SE 6TH STREET
TOPEKA, KS 66607

DATE:

APRIL 2ND, 2024

MASTER PLANNED UNIT DEVELOPMENT PLAN

RESER'S FINE FOODS EAST DEVELOPMENT

AMENDMENT NO. 2

BOOK _____ PAGE _____
DATE _____ TIME _____

PERFORMANCE OBJECTIVE

AREA 1

TO CONSTRUCT A FOOD PROCESSING AND PACKAGING FACILITY WITHIN A RESIDENTIAL/AGRICULTURAL SETTING WHILE REASONABLY ACCOMMODATING THE OWNERS OF THE FACILITY AND SURROUNDING NEIGHBORHOOD.

AREA 2

TO ALLOW FOR THE CONSTRUCTION OF A PARKING LOT FOR SEMI-TRUCK TRAILERS INTENDED SOLELY FOR DIRECT USE BY SEMI-TRUCK TRAILERS SERVING THE RESER'S PLANT FACILITIES LOCATED IN EAST TOPEKA WITHIN PROXIMITY TO THE SITE. ANY EXPANSION OF BUILDINGS WITHIN AREA 2 SHALL REQUIRE A MAJOR PUD AMENDMENT.

DEVELOPMENT PHASING SCHEDULE

AREA 1

PHASE I (2017-2018) - CONSTRUCT 318,000 SF FACILITY, CONSTRUCT DECELERATION LANE INTO WEST ENTRANCE OFF SE 6TH ST., WIDENING OF SE CROCO RD. TO ACCOMMODATE INDUSTRIAL WIDTH 3 LANE ROADWAY THROUGH THE NORTH PROPERTY BOUNDARY ALONG SE CROCO RD. AND THEN TAPERING TO EXISTING WIDTH. (NOT SHOWN), CONSTRUCT SIDEWALK (6' BACK OF CURB OR 5' STANDARD) ALONG THE NORTH SIDE OF SE 6TH ST TO CONNECT WITH THE SIDEWALK THAT TERMINATES JUST EAST OF RICE RD., CONSTRUCT SIDEWALK (6' BACK OF CURB OR 5' STANDARD) ALONG THE WEST SIDE OF SE CROCO RD. THE LENGTH OF THE PROPERTY'S FRONTAGE.

PHASE II (2022-2028) CONSTRUCT 85,000 SF STORAGE AND DISTRIBUTION BUILDING THAT WILL BE ATTACHED TO THE PHASE I MAIN STRUCTURE. (NORTH OF EXISTING BUILDING WITHIN EXISTING PARCEL)

AREA 2

NO PHASING

PROJECT DATA

AREA 1

ZONING: I-1 USES FOR WAREHOUSING/DISTRIBUTION AND MANUFACTURING AND PROCESSING, TYPES I AND II ONLY ALL OTHER USES LISTED IN 18. 60 ARE NOT PERMITTED.

MAXIMUM DENSITY: N/A PER I-1 STANDARDS

MAXIMUM BUILDING COVERAGE RATIO: 85%

MINIMUM LOT AREA: 10,000 SF

TOTAL STRUCTURES (PROPOSED): SINGLE STORY BUILDING

TOTAL MAXIMUM BUILDING AREA: 317,190 SF

281,000 SF PRODUCTION

27,850 SF OFFICE/EMPLOYEE SERVICE

640 SF COVER OUTDOOR BREAK AREA

5,000 SF COVERED TRASH COLLECTION AREA

2,700 SF AMMONIA ROOM

PARCEL SIZE: 43.03 ACRES±

PARKING CALCULATIONS: PH I & PH II

508 SPACES PROVIDED (499 STANDARD + 9 HANDICAP)

417 REQUIRED (1 SPACE / 600 SQ. FT UP TO 25,000 SQ. FT.; 1 SPACE / 1000 SQ. FT. THEREAFTER)

24 BIKE SPACES PROVIDED

AREA 2

ZONING: I-1, USES, FOR SEMI-TRUCK TRAILER PARKING LOT.

PARCEL SIZE: 42.04 ACRES ±

PARKING CALCULATIONS: PH III & PH IV

255 SEMI TRUCK SPACES PROVIDED, PHASE III

150 SEMI TRUCK SPACES PROVIDED, PHASE IV

GENERAL NOTES

1. THE BASE ZONING OF I-1 SHALL APPLY UNLESS OTHERWISE STATED
2. NO BUILDING PERMITS SHALL BE ISSUED UNTIL INDIVIDUAL SITE DEVELOPMENT PLANS SUBJECT TO TMC 18. 190. 060(C) HAVE BEEN REVIEWED AND APPROVED BY THE PLANNING DIRECTOR. THESE SITE PLANS SHALL ADDRESS INDIVIDUAL BUILDING SITE LOCATIONS, OFF-STREET PARKING AND INTERNAL CIRCULATION, FIRE HYDRANTS, LANDSCAPING, PEDESTRIAN CONNECTIVITY, EXTERNAL LIGHTING, SIGNAGE, BUILDING ELEVATIONS, UTILITIES, STORM WATER, RELATIONSHIP TO ADJACENT LOTS, ETC.
3. NO BUILDING PERMITS SHALL BE ISSUED UNTIL THE PROPERTY DESCRIBED AS AREA 2 IS PLATTED.
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL STORMWATER MANAGEMENT PLANS PURSUANT TO TMC 13.335 ARE APPROVED, INCLUDING GRANTING OF ANY NECESSARY STORMWATER MANAGEMENT EASEMENTS.
5. PURSUANT TO TMC 18.190, THE APPLICANT MUST RECORD THE MASTER PUD PLAN WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN SIXTY (60) DAYS UPON APPROVAL OF THE GOVERNING BODY. FAILURE BY THE APPLICANT TO RECORD THE PLAN WITHIN THE PRESCRIBED TIME PERIOD AND PROVIDE THE PLANNING DEPARTMENT WITH THE REQUIRED NUMBER OF COPIES OF THE RECORDED PLAN WITHIN NINETY (90) DAYS OF THE DATE OF ACTION BY THE GOVERNING BODY SHALL RENDER THE ZONING PETITION NULL AND VOID.
6. ANY EXPANSION OR INCREASE IN FLOOR AREA EXCEEDING 10% OF THE EXISTING BUILDINGS OR AS OTHERWISE INDICATED BY TMC 18.190.070 SHALL ONLY BE APPROVED BY MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT MASTER PLAN.
7. STORMWATER MANAGEMENT EASEMENTS (SME) ARE HEREBY ESTABLISHED AS SHOWN OR DESCRIBED TO PROVIDE FOR THE MANAGEMENT OF STORM WATER INCLUDING, BUT NOT LIMITED TO, DETENTION, RETENTION, STORAGE AND TREATMENT OF STORM WATER. PROPERTY OWNERS AND THEIR ASSIGNS AND SUCCESSORS (PROPERTY OWNERS) AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, ENLARGE, REPAIR, OPERATE AND PROVIDE PERPETUAL MAINTENANCE OF PIPE, FLUME, DITCH, SWALE, VEGETATIVE AREAS OR MECHANICAL DEVICES FOR STORM WATER CONVEYANCE AND/OR TREATMENT, OR ANY IMPROVEMENTS IN THE SME FOR THE DRAINAGE AND/OR TREATMENT OF SAID STORM WATER. NO CHANGE TO THE GRADE, TOPOGRAPHY OR STORM WATER MANAGEMENT STRUCTURES AND IMPROVEMENTS IN THE SME SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE APPLICABLE PUBLIC WORKS DIRECTOR OR DESIGNEE.
8. SETBACKS FOR TRUCK/TRAILER PARKING AREA: 60' ALONG THE WEST AND NORTH PROPERTY LINES CORRESPONDING WITH AREA 2. SEE PLAN GRAPHIC.
9. A DECIBEL LEVEL OF 60 OR LESS SHALL BE MAINTAINED ALONG WEST AND NORTH PROPERTY LINES. CITY STAFF SHALL BE ALLOWED TO CONDUCT PERIODIC NOISE MEASUREMENTS AS NEEDED OR PROVIDE MEASUREMENTS FROM A THIRD PARTY.

VARIANCE NOTES

1. THE 6' WIDE RESIDENTIAL LANDSCAPE BUFFER PURSUANT TO TMC 18.235.060(d)(1) ALONG THE LENGTH OF THE WEST PROPERTY LINE IS WAIVED DUE TO THE PRESENCE OF A TYPE II STREAM BUFFER WITHIN THIS AREA THAT RESTRICTS CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE WITHIN THE BUFFER, ONLY RELEVANT TO AREA 1.
2. RELOCATION OF THE STREAM CHANNEL TRANSECTING AREA 2 NORTH - SOUTH SHALL REQUIRE APPROVAL OF A VARIANCE SUBJECT TO TMC 17.10.080 AND THE STATE OF KANSAS DIVISION OF WATER RESOURCES, KANSAS DEPARTMENT OF AGRICULTURE SUBJECT TO THE IF THE VARIANCE IS NOT APPROVED, THE TRAILER PARKING LOT MAY BE SHIFTED NORTH AND WEST WITH EXACT LOCATION DETERMINED AT THE TIME OF SITE PLAN REVIEW APPLICATION.

UTILITY NOTES

1. LIGHTING SHALL BE FULL CUT OFF, SHIELDED & RECESSED WITH CUT-OFF ANGLES TO PREVENT THE CAST OF LIGHTING BEYOND THE PROPERTY & NOT EXCEED 3 FOOT CANDLES AS MEASURED AT THE PROPERTY LINE. EXTERIOR LIGHTING SHALL FOLLOW ACCEPTED NATIONAL GUIDELINES FOR PARKING LOT LIGHTING (I.E. CPTED). THE TYPE, ILLUMINATION, POLE HEIGHT & QUANTITY OF NEW PARKING LOT LIGHTING SHALL BE APPROVED BY THE TOPEKA PLANNING DEPARTMENT AT THE TIME OF PERMIT APPROVAL BY DEVELOPMENT SERVICES. A FOOT CANDLE ANALYSIS WILL BE APPROVED AT THE SITE DEVELOPMENT PLAN STAGE.
2. ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT STANDARDS.

CIRCULATION, PARKING & TRAFFIC NOTES

1. HANDICAP SPACES SHALL MEET MINIMUM ADA CRITERIA WITH A MINIMUM OF NINE(9) HANDICAP SPACES PER 401-500 PARKING SPACES.
2. A 40 FT. SIGHT TRIANGLE, MEASURED FROM THE FACE OF CURB EXTENDED, SHALL BE MAINTAINED AT ALL ENTRANCES; NO OBSTRUCTIONS GREATER THAN (30) INCHES ABOVE GRADE OF ANY ADJACENT STREET OR ENTRANCE MAY BE PLACED WITHIN THIS AREA.
3. ACCESS OPENINGS SHALL BE ALLOWED AS DEPICTED ON THE PLAN.
4. ALL NEW DRIVES, STREETS, PARKING AREAS, APPROACHES AND WALKS SHALL BE CONSTRUCTED TO CITY OF TOPEKA STANDARDS.
5. ALL DRIVES, LANES & PRIVATELY OWNED ACCESS WAYS PROVIDING ACCESSIBILITY TO STRUCTURES, BUILDINGS AND USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE CONSIDERED AND SERVE AS MUTUAL RIGHTS OF ACCESS TO OWNERS, TENANTS, INVITED GUESTS, CLIENTS, EMPLOYEES, CUSTOMERS, SUPPORT AND UTILITY PERSONNEL AND EMERGENCY SERVICE PROVIDERS, INCLUDING LAW ENFORCEMENT, FIRE PROTECTION AND AMBULANCE SERVICES. ALL ACCESS WAYS PROVIDING GENERAL ACCESSIBILITY TO, AND CIRCULATION AMONG, THE USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE MAINTAINED AT ALL TIMES IN GOOD SERVICEABLE CONDITION WITH THE MAINTENANCE OF SAID ACCESS WAYS BEING THE RESPONSIBILITY OF THE OWNER.
6. IF ANY IMPROVEMENTS TO THE SITE ARE REQUIRED BY THE TRAFFIC ANALYSIS AS APPROVED BY THE CITY TRAFFIC ENGINEER, THEY SHALL BE COMPLETED BY THE DEVELOPER PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR EACH PHASE OF DEVELOPMENT.

SIGNAGE NOTES

1. ALL SIGNAGE SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS.
2. SIGNS SHALL BE APPROVED BY SEPARATE SIGN PERMIT APPLICATION.
3. TMC 18.10 SHALL GOVERN ALL OTHER SIGNS UNLESS SPECIFICALLY STATED HEREIN. ALL INCIDENTAL SIGNAGE SHALL COMPLY WITH TMC 18.10.130(i) BY ZONING USE GROUP.

LANDSCAPING NOTES

1. ALL LANDSCAPING SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS UNLESS PRESCRIBED OTHERWISE STATED IN THIS DOCUMENT. SITE SPECIFIC LANDSCAPE PLANS ADDRESSING POINT QUANTITIES, SPECIES, AND LOCATION SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF ANY PERMITS.
2. LANDSCAPE PLANS SHALL BE PROVIDED THAT ARE CONSISTENT WITH TMC 18.235 LANDSCAPE REGULATIONS. THE SPECIFIC TYPES, AND QUANTITIES SHALL BE APPROVED BASED ON THE LANDSCAPE PLAN SUBMITTED AT THE SITE PLAN REVIEW APPLICATION STAGE. "AN ATTRACTIVE MIX OF EVERGREEN, SHRUBS, AND DECIDUOUS TREES ALONG THE PROPERTY'S STREET FRONTAGES AND WHERE ADJACENT TO SINGLE-FAMILY RESIDENCES ON THE WEST AND NORTH SIDES AT THE TIME OF DEVELOPMENT OF FUTURE PHASES. AN IMPERVIOUS SCREENING BARRIER, BERMS OR COMBINATION LANDSCAPING AND BERMS SHALL BE PROVIDED ALONG THE LENGTH OF THE WEST PROERTY LINE SUBJECT TO TMC 18.235.060(d).
3. THE CARE, MAINTENANCE, AND OWNERSHIP OF COMMON OPEN SPACE, PARKING AREAS, UTILITIES, PRIVATE STREETS, ACCESS WAYS, STORMWATER MANAGEMENT EASEMENTS, FENCING, AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. ALL LANDSCAPING SHALL BE INSTALLED PURSUANT TO PHASING SCHEDULE AND PROPERLY MAINTAINED. IF ANY PORTION OF THE LANDSCAPED MATERIAL DIES, IT SHALL BE REPLACED BY THE NEXT PLANTING SEASON.
4. THERE SHALL BE A 3' MINIMUM BERM CONSTRUCTED TO ACHIEVE NEAR 6' HIGH OPACITY WITH BERM PLUS LANDSCAPING.
5. EXISTING MATURE (6 INCH DBH OR GREATER) TREES ALONG WEST AND NORTH PROPERTY LINE. FUTURE SITE DEVELOPMENT PLAN MUST INCLUDE A LANDSCAPE PLAN IDENTIFYING TREES TO BE PRESERVED.

BUILDING NOTES

1. ALL BUILDINGS/STRUCTURES SHALL BE CONSISTENT WITH I-1 ZONING REQUIREMENTS AND RESTRICTIONS.
2. THE OUTSIDE STORAGE OF VEHICLES (OTHER THAN TRUCKS UNLOADING/LOADING), EQUIPMENT AND MACHINERY SHALL NOT BE PERMITTED. ALL DOCKS AND/OR LOADING AREAS SHALL BE ERRECTED TO THE SIDE AND REAR YARDS AND NOT FRONT ON TO ANY PUBLIC STREET RIGHTS OF WAY. THERE SHALL BE NO LOADING/UNLOADING OF TRUCKS FROM THE SOUTH SIDE OF THE BUILDING. OVERNIGHT PARKING OF SEMI-TRUCK TRAILERS IS NOT PERMITTED WITHIN AREA 1 ALONG THE SE CROCO OR SE 6th STREET STREET FACING FRONTAGES. ALL OVERNIGHT PARKING AND PARKING OF SEMI-TRUCKS NOT DIRECTLY UNLOADING AND LOADING SHALL BE CONTAINED WITHIN AREA 2 ON AN APPROVED HARD SURFACE.
3. A MINIMUM OF 50% OF THE MAIN ENTRY OF THE FRONT FACADE (EAST FACING) SHALL BE COMPRISED OF WINDOWS, DOOR OPENINGS. THE MAIN ENTRY OF THE FRONT FACADE SHALL BE TREATED WITH ARCHITECTURAL FINISHES AND BE OF HIGH QUALITY DESIGN. THE 6TH ST. FACADE (SOUTH FACING) SHALL CONTAIN A FORM OF ARCHITECTURAL VARIATIONS WITH RESPECT TO MATERIALS, TEXTURE, RELIEF, COLOR, ETC. MECHANICAL, HEATING, AIR CONDITIONING/COOLING, AND ROOF MOUNTED EQUIPMENT SHALL BE SCREENED OR NOT VISIBLE FROM PUBLIC RIGHTS OF WAY AND LOCATED TO THE SIDE OR REAR YARDS.
4. BUILDING ELEVATIONS TO BE APPROVED AT THE TIME OF SITE DEVELOPMENT PLAN REVIEW AND SHALL BE SUBSTANTIALLY COMPLIANT WITH THOSE SUBMITTED AS AN EXHIBIT TO THE PUD MASTER PLAN.
5. THE NOISE LEVEL OF OUTDOOR EQUIPMENT SHALL BE MAINTAINED TO 60 DECIBELS AT THE PROPERTY LINE.
6. MAINTAIN ACCEPTABLE MINIMUM AIR QUALITY STANDARDS AS REGULATED BY KDHE.
7. THERE SHALL BE NO DISCERNABLE ODORS EMITTING FROM THE WASTE WATER PRE-TREATMENT PROCESS BEYOND ANY PROPERTY LINES.
8. THE LOCATION OF TRASH AND RECYCLING RECEPTACLES SHALL BE DETERMINED AT THE SITE DEVELOPMENT STAGE TO ENSURE TRASH AREAS ARE NOT OVERLY CONCENTRATED, ARE EFFECTIVELY SCREENED FROM PUBLIC AREAS, AND PROVIDE ADEQUATE CIRCULATION WITHIN THE OVERALL DEVELOPMENT. ALL SAID RECEPTACLES SHALL HAVE ENCLOSURES THAT SCREEN THE RECEPTACLES FROM VIEW AND ARE CONSTRUCTED WITH MATERIALS COMPATIBLE WITH THE FRONT FACADE OF THE PRINCIPAL BUILDING.

OWNER'S CERTIFICATE

RESER'S FINE FOODS INC. OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF: THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, RESER'S FINE FOOD INC. HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2024.

PAUL LEAVY, CHIEF FINANCIAL OFFICER
RESER'S FINE FOODS INC.

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME PAUL LEAVY, CHIEF FINANCIAL OFFICE, RESER'S FINE FOODS INC., WHO IS PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATION OF MASTER PUD PLAN APPROVAL

THIS PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18.190 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CIT Y OF TOPEKA, SHAWNEE COUNTY, KANSAS AND MAY BE AMENDED ONLY AS PRESCRIBED IN TMC 18.190.070 OF SAID CHAPTER AND AS SET FORTH ON THIS DOCUMENT OR AS MAY SUBSEQUENTLY BE APPROVED AND RECORDED. A MAJOR AMENDMENT APPROVAL TO CONSTRUCT A TRAILER PARKING LOT ON THE PORTION DESCRIBED AS AREA 2. USE AND MAINTENANCE OF THE PARKING LOT SHALL BE BY RESER'S FINE FOOD INC OR TO ALLOW STORAGE OF TRAILERS SERVING OPERATIONS WITHIN THE VICINITY OF SE 6TH AND CROCO.

DAN WARNER, PLANNING DIRECTOR

DATE

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME DAN WARNER, PLANNING DIRECTOR, WHO IS PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE WITHIN INSTRUMENT OF WRITING, AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

AMENDMENT NOTE:

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

PROPERTY OWNER'S:

RESER'S FINE FOODS INC.
OWNER ADDRESS:
P.O. BOX 8
BEAVERTON, OR 97075

PROPERTY ADDRESS
3728 SE 6TH STREET
TOPEKA, KS 66607

DATE:

APRIL 2ND, 2024

Development of New Parking Facility
3620 SE 6th Street
Topeka, Kansas 66607

Level 2 - Traffic Impact Study

February 16, 2024



Prepared by:
Reser's
3728 SE

Traffic Engineering Conditional Approval
Benesch
3/12/2024

Traffic Engineering Approval subject to the following conditions:
1. TIA has some cleanup and clarifications needed, but Public Works staff is confident that these changes/clarifications will not result in issues/problems with future approval of parking lot permits, etc. TIA shall be updated per attached comments and resubmitted before or with appropriate permit applications.



Prepared by:
Xiang Yu, P.E.
Cook, Flatt & Strobel Engineers, P.A.
1421 E. 104th Street, Suite 100
Kansas City, MO 64131
816.333.4477



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1. Introduction

This Level 2 traffic impact study for the proposed parking facility featuring 250 truck parking spaces at 3620 SE 6th Street, Topeka, KS 66607, has been prepared. The aim of constructing the parking facility is to relocate the current parking for trucks and semi-trailers from food manufacturers and cold storage warehouses (Site 1 - 6, see **Figure 1**) to a newly proposed parking lot. Following the relocation, the available space at each location will enable the potential expansion of existing facilities in the future. Currently, trucks and semi-trailers travel to Reser’s Crossroads for loading/unloading and then return along the same route for parking. For departures, trucks and semi-trailers proceed southbound on SE Deer Creek Pkwy to access I-70. Following the completion of construction, an estimated 60 trucks and semi-trailers from the parking facility are expected to travel eastbound on SE 6th Street, proceed towards Hwy 40, and then access I-70. Concurrently, there will be a corresponding reduction of 60 southbound trucks and semi-trailers on SE Deer Creek Parkway. With the relocation and consolidation of all trucks and semi-trailers parking at the new facility, this transition will lead to an increase in truck and semi-trailer volumes from 9 trucks per hour to 12 trucks per hour on SE 6th Street.

Please briefly explain calculation behind this this based on current data from owner? Please document



Figure 1. Site Location Map (Source: Google Earth)

(New Access 1)

Figure 2 illustrates the detailed design for the new parking facility. The upcoming parking facility will feature an access point to SE 6th Street with a width of 75 feet. In addition, a new access, with a width of 50 feet, has been planned to link the new parking facility to the existing parking lot on the west side of Reser's Crossroads. The advantage is that trucks and semi-trailers requiring parking after loading/unloading at Reser's Crossroads do not need to travel on SE 6th Street.

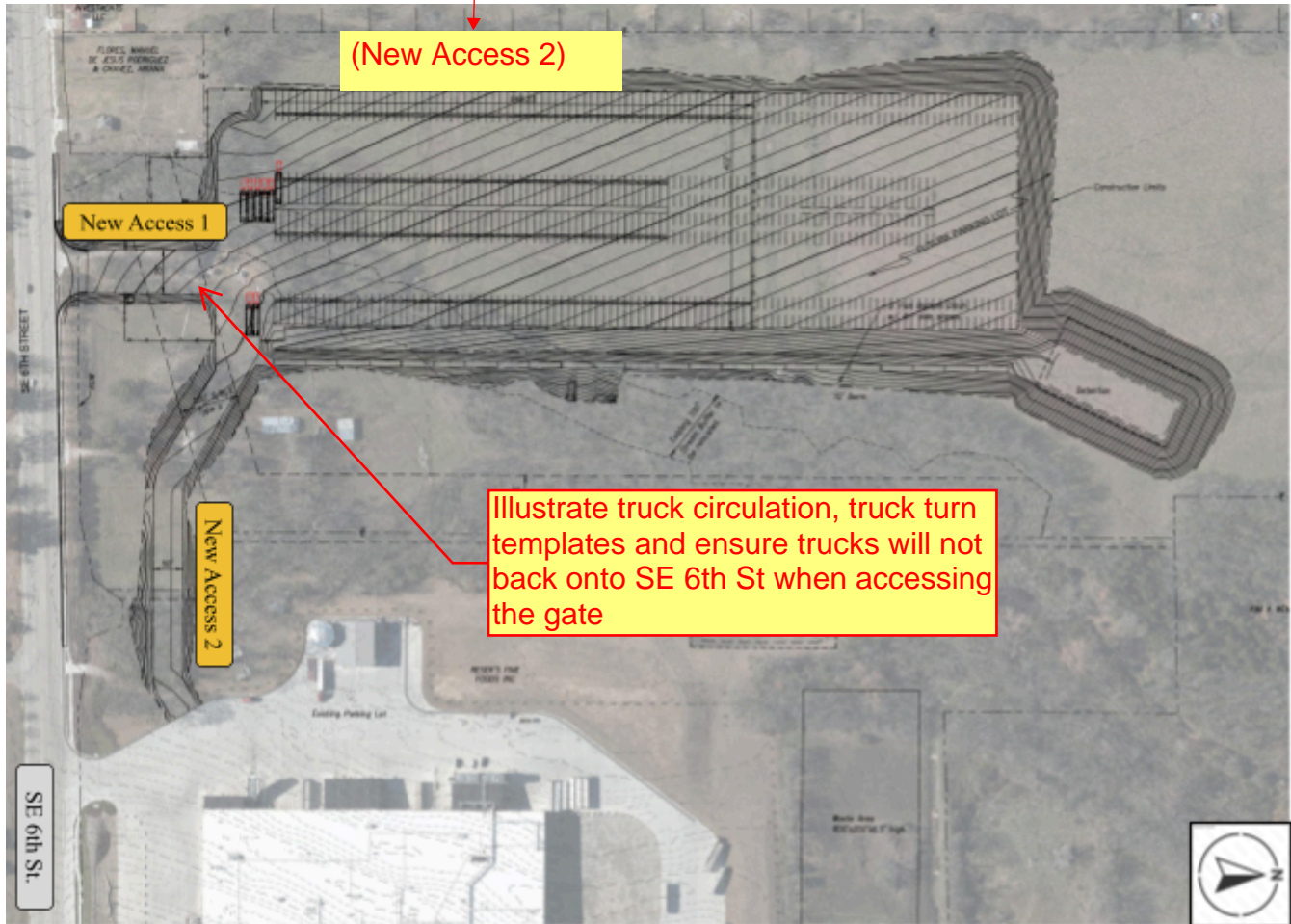


Figure 2. The Detailed Design for the New Parking Facility

2. Existing Site Conditions

2.1 Existing Roadway

Please show the proposed location on figure

Figure 3 illustrates an overview of functional classifications of the roadways adjacent to the site. The specific characteristics and functional classifications are detailed in **Table 1**.

Table 1. Characteristics and Functional Classification of Surrounding Roadways

Street Name	Characteristics	Functional Classification	Speed Limit
SE 6th Street	Five Lane with a Two-Way Left-Turn Lane	Minor Arterial	45 mph
SE Croco Road	Three Lane with a Two-Way Left-Turn Lane	Minor Arterial	40 mph
SE Rice Road	Two Lane	Major Collector	30 mph
SE Deer Crk Pkwy	Four Lane Divided	Major Collector	45 mph



Figure 3. Topeka Roadway Functional Classification Maps

(Source: <https://www.ksdot.gov/Assets/wwwksdotorg/bureaus/burTransPlan/maps/FunclassMaps/Urban/Topeka.pdf>)

2.2 Existing Land-Use

The planned truck and semi-trailers parking facility is located on a 38.50-acre site, under the ownership of Reser's Fine Foods, INC, and is identified by the parcel ID 1083404001031000. Presently, the land use category is 1199-Accessory Residential. **Figure 4** provides detailed location information for the development site, including property address, parcel number, owner information.

To the north and west of the site lies a residential area classified as 1101-Single Family Residence (Detached). On the eastern side of the site is Reser’s Fine Foods (Crossroads), categorized as 3110-Food and Beverage Manufacturer. To the south of the site, across SE 6th Street, there is a Casey’s pizza store with a gas station, classified under land use category 2152-Convenience Store. Adjacent to it is Wood N Stuff Cabinets, INC, falling under the category of 3400-Miscellaneous Manufacturing. Additionally, there is a residential area classified as 1165-Manufactured Home Park.



Figure 4. Existing Property Information (Source: <https://gis.sncoapps.us/propertysearch/index.html>)

Considering the intention to relocate all truck and semi-trailer parking from warehouses and food manufacturers under Reser’s Fine Foods, INC to the new parking facility, the land use category of each warehouse or food manufacturer was examined, as illustrated in **Figure 4** and **Figure 5**. In **Figure 4**, to the east of the proposed parking facility, the land use classification (Site 6) is 3110-Food and Beverages

Manufacturers. Within **Figure 5**, Site 4 is located at the southwest corner of SE 6th Street & SE Deer Creek Parkway, with a land use category classified as 3660-Cold Storage Warehouse; Site 5 is positioned at the southeast corner of SE 6th Street & SE Deer Creek Parkway, and its land use category is classified as 3111-Meat Product Manufacturer. Site 1, 2, and 3 are all located at the northwest corner of SE Deer Creek Parkway & Ramp of I-70 and are adjacent to each other. The land use category for Site 1 and 3 is classified as 3660-Cold Storage Warehouse, while Site 2 is categorized as 3111-Meat Product Manufacturer.

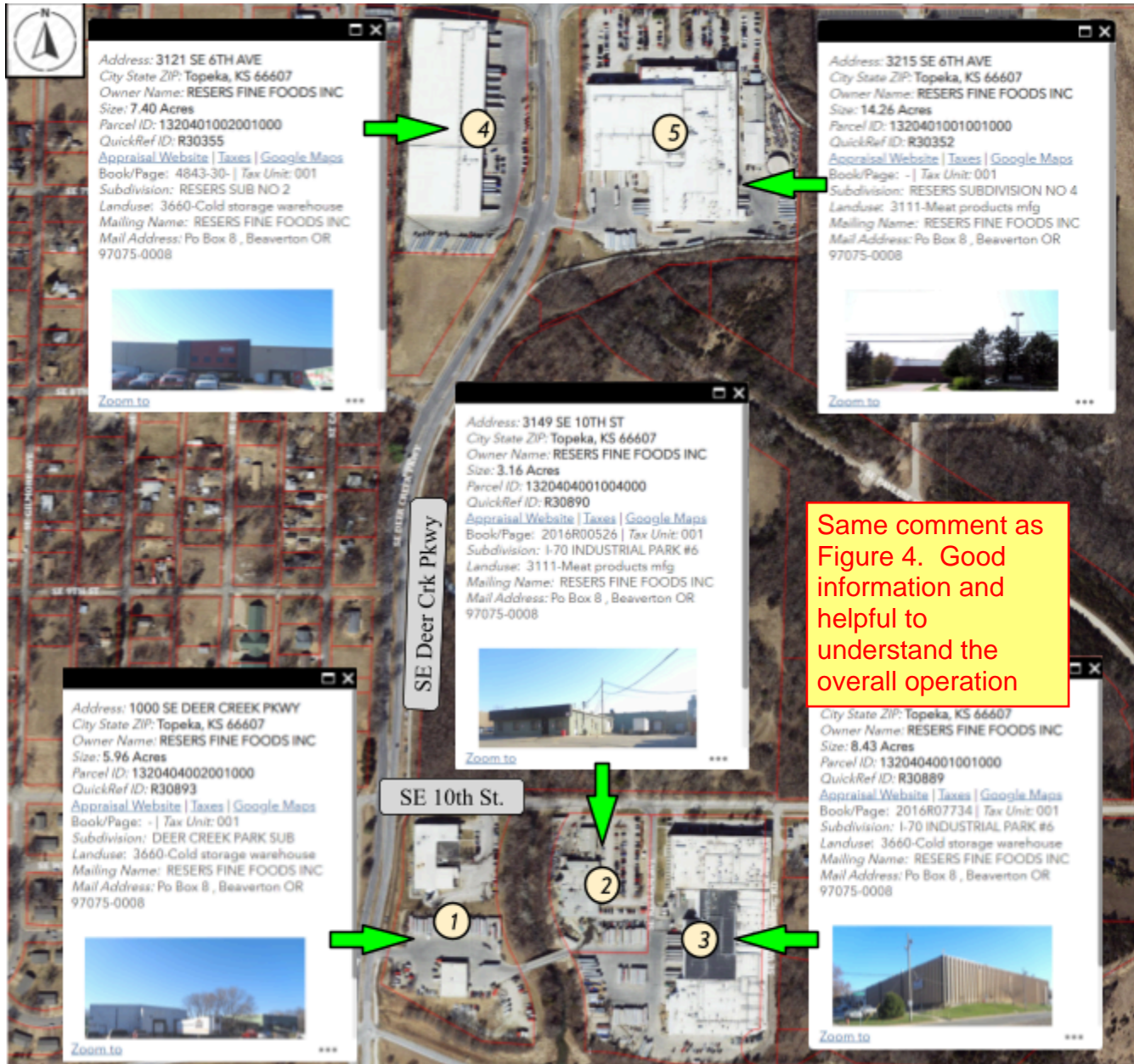


Figure 5. Existing Warehouses and Manufacturers Property Information Along SE Deer Crk Pkwy (Source: <https://gis.sncoapps.us/propertysearch/index.html>)

2.3 Existing Zoning

The current zoning class designated for the proposed parking facility is RR1-Residential Reserve District, as illustrated in **Figure 6**. To the west and north of the site, there are residential areas classified under the zoning class RR1-Residential Reserve District. To the east of the site lies Reser's Fine Foods (Crossroads), zoned as PUD-Planned Unit Development. On the south side of the site, across SE 6th Street, the zoning class for Casey's store with the gas station is C4-Commercial District. Adjacent to it, the zoning class for Wood N Stuff Cabinets, INC, is I1-Light Industrial District. East of the cabinet maker, there is a small commercial area zoned as C4-Commercial District. Additionally, there is a residential area zoned as M2-Multifamily Dwelling District.

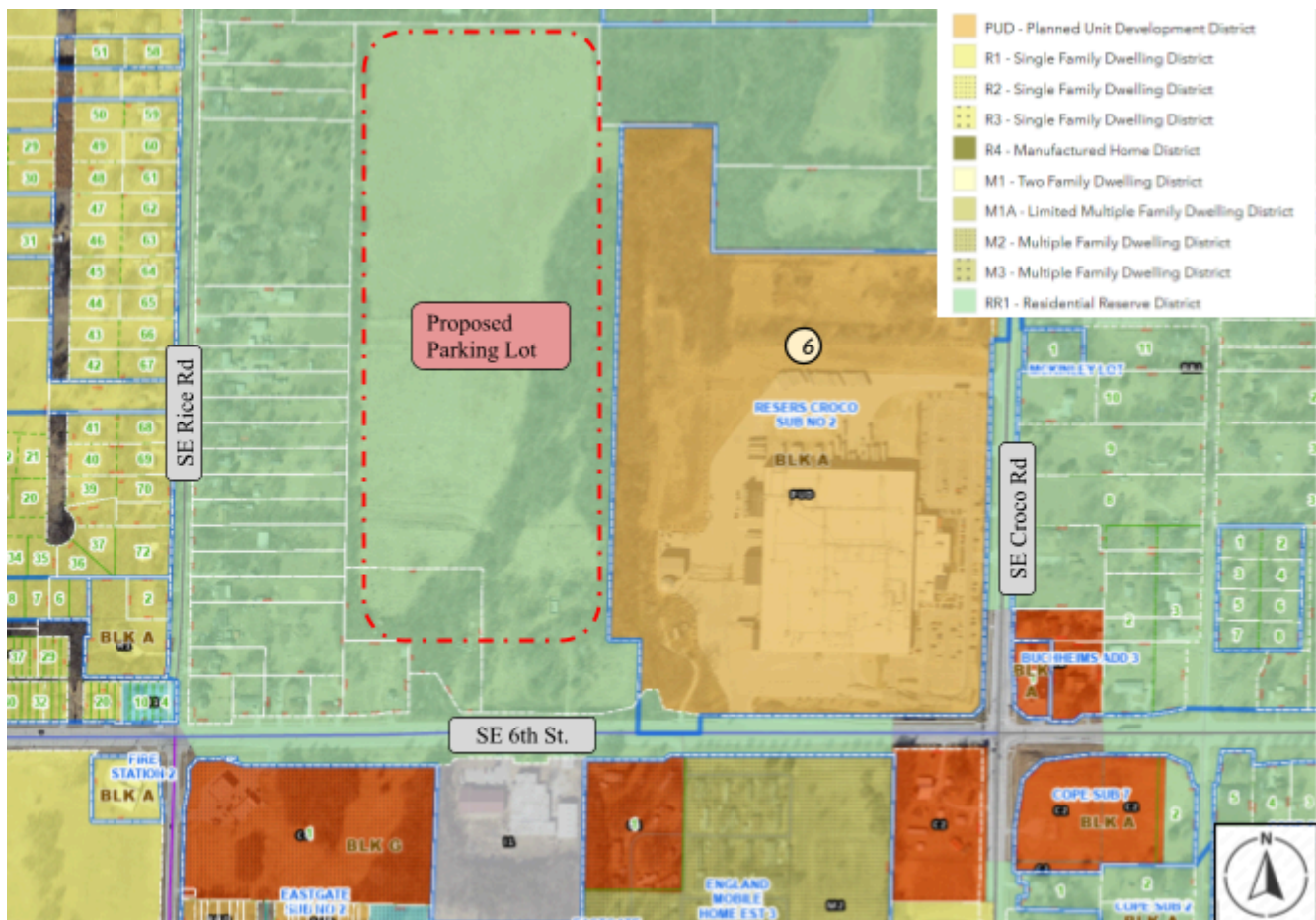


Figure 6. Existing Zoning Map

(Source: <https://topeka.maps.arcgis.com/apps/webappviewer/index.html?id=b7452fa2680e42f08e41a998831b19eb>)

The zoning of properties under Reser's Fine Foods, INC., along SE Deer Creek Parkway, was also checked. As illustrated in **Figure 7**, the zoning classifications for Site 1-5 are all I1-Light Industrial District.



Figure 7. Existing Zoning Map Along SE Deer Creek Parkway

(Source: <https://topeka.maps.arcgis.com/apps/webappviewer/index.html?id=b7452fa2680e42f08e41a998831b19eb>)

3. Existing Conditions

3.1 Existing Traffic Volume

The Annual Average Daily Traffic (AADT) data for surrounding roadways were obtained from the KDOT Urban City Traffic Count Map (see **Figure 8**). The detailed traffic volume data has been summarized in **Table 2**.

Traffic data correct. Document assumptions that a direction distribution of 50/50 was used to estimate direction daily volumes

Table 2. Summary of Traffic Volumes on Surrounding Roadways

Street Name	Annual Average Daily Traffic (AADT)	Volumes in each Direction	
SE 6th Street	5,915	5,915/2 = 2,958 (EB)	5,915/2 = 2,957 (WB)
SE Croco Road	4,700	4,700/2 = 2,350 (NB)	4,700/2 = 2,350 (SB)
SE Rice Road	1,150	1,150/2 = 575 (NB)	1,150/2 = 575 (SB)
SE Deer Creek Parkway	3,800	3,800/2 = 1,900 (NB)	3,800/2 = 1,900 (SB)

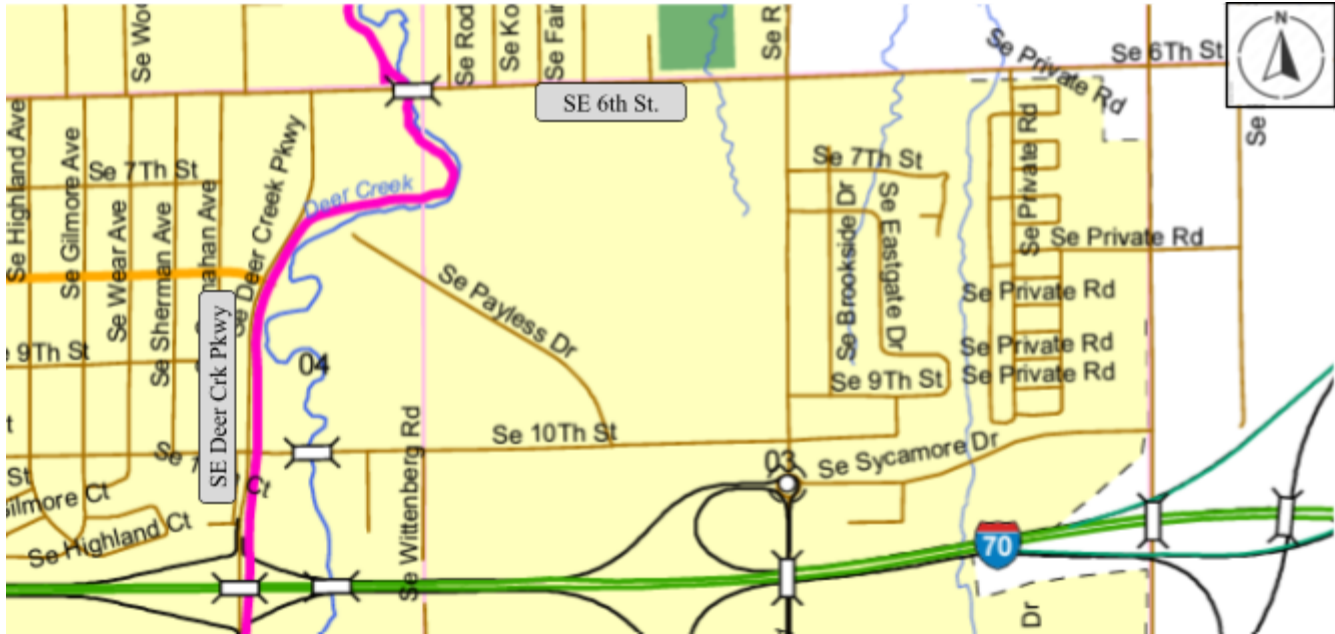


Figure 9. Topeka Bike Routes Map by KDOT
(Source: <https://biketopeka.com/bike-topeka-map/>)

4. Projected Traffic

4.1 Background (Future No-Build) Forecasting

As indicated by data from the United States Census Bureau (Source: <https://www.census.gov/quickfacts/fact/table/topekacitykansas/PST045223>), the population of Topeka City, Kansas, was 127,473 on April 1, 2010, and decreased to 126,587 on April 1, 2020. This indicates a population decline over the decade from 2010 to 2020. Upon further examination, the population for the year 2000 was recorded at 122,377. Therefore, the population figures for the year 2000 and 2020 were utilized to calculate the growth rate. The annual constant percent growth rate is calculated utilizing the formula $(126,587/122,377)^{(1/20)} - 1$, resulting in a rate of 0.17%. This 0.17% annual constant percent growth rate is employed for projecting future traffic conditions in the year 2044. The determination of the growth factor constant followed this calculation:

$$\begin{aligned} \text{Growth Factor Constant} &= (1 + \text{Constant \% Growth Rate})^{\text{Projected Years}} \\ &= (1 + 0.0017)^{(2044-2020)} \\ &= 1.04 \end{aligned}$$

The 1.04 growth factor was applied to the existing traffic volumes to account for growth of background traffic conditions over the next two decades. Detailed calculations are presented in Table 3.

On future studies please look at historical traffic volumes. Traffic volumes in this area have been level so very little. Some roads have actually decreased. Fine for this project and good assumption to have some growth

Table 3. Summary of Traffic Volumes on Surrounding Roadways in Year 2044

Street Name	Annual Average Daily Traffic (AADT)	Volumes in each Direction	
SE 6th Street	5,915*1.04 = 6,152	6,152/2 = 3,076 (EB)	6,152/2 = 3,076 (WB)
SE Croco Road	4,700*1.04 = 4,888	4,888/2 = 2,444 (NB)	4,888/2 = 2,444 (SB)
SE Rice Road	1,150*1.04 = 1,196	1,196/2 = 598 (NB)	1,196/2 = 598 (SB)
SE Deer Creek Parkway	3,800*1.04 = 3,952	3,952/2 = 1,976 (NB)	3,952/2 = 1,976 (SB)

Can you please explain how the truck volume data was derived? Is this based on existing traffic operations and anticipated operation growth between facilities. Data source for this case appears to be data from the client, which is okay to use for this study but just reference the source.

...ly available, upon the completion of the new parking facility, is anticipated to increase from 9 to 12 per hour. From a daily perspective, the figure is expected to elevate from 1,190 to 1,484 per week. **Table 4** illustrates the specific details regarding the volumes of trucks and semi-trailers.

Table 4. Truck and Semi-Trailer volumes on SE 6th Street

Timeline	Hourly	Daily	Weekly
Current	9	170	1,190
After Construction	12	212	1,484

4.2.2 Truck Volumes Distribution

Upon the completion of construction, it is anticipated that approximately 60 trucks and semi-trailers originating from the parking facility will travel in an eastbound direction on SE 6th Street. They will continue their route towards Hwy 40, subsequently accessing I-70. Simultaneously, a corresponding reduction of 60 southbound trucks is expected.

Do the trucks currently access I-70 from Deer Creek? With the new parking lot, trucks will now leave from Site 6 to access I-70 and will not need to go back to Deer Creek site?

The movements of trucks and semi-trailers are essential for loading and unloading activities between warehouses and manufacturers. However, due to a lack of specific information on the exact number of trucks and semi-trailers for each manufacturer-warehouse pairing, we have made two assumptions in this study: 1) The number of trucks and semi-trailers traveling between the warehouses and Crossroads on SE 6th Street is consistent in both eastbound and westbound directions. 2) After construction, all added truck and semi-trailer trips are attributed to be eastbound on SE 6th Street. **Figure 10** illustrates the current circulation volume and pathway of trucks and semi-trailers on SE 6th Street. Meanwhile, **Figure 11** depicts the after-construction circulation volume and pathway of trucks and semi-trailers on SE 6th Street. **Table 5** offers a summary of the traffic volumes on nearby roadways following the construction. Additionally, **Table 6** provides a summary of the projected traffic volumes on nearby roadways after the construction in the year 2044.

Existing Truck and Semi-Trailer Trips Distribution

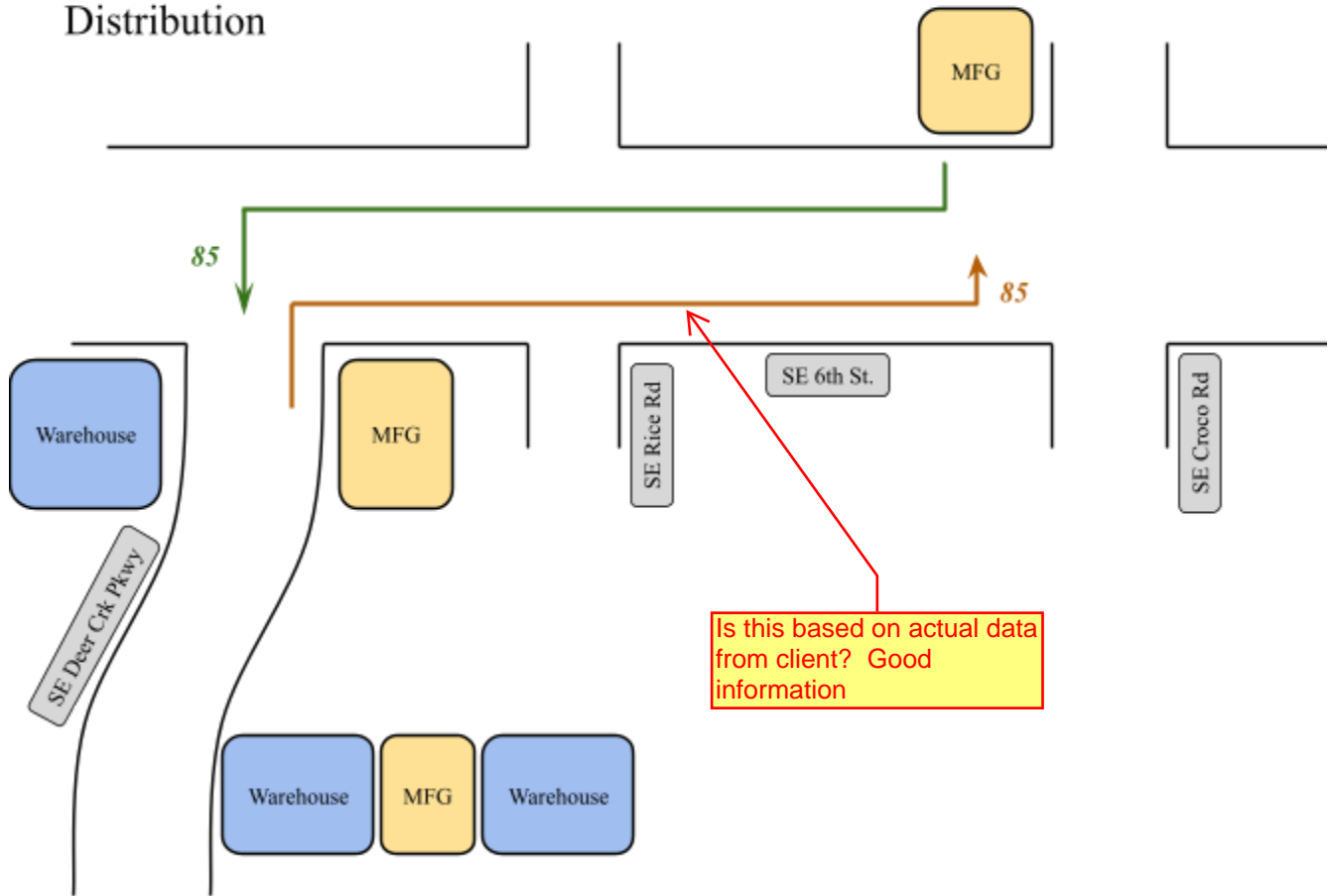
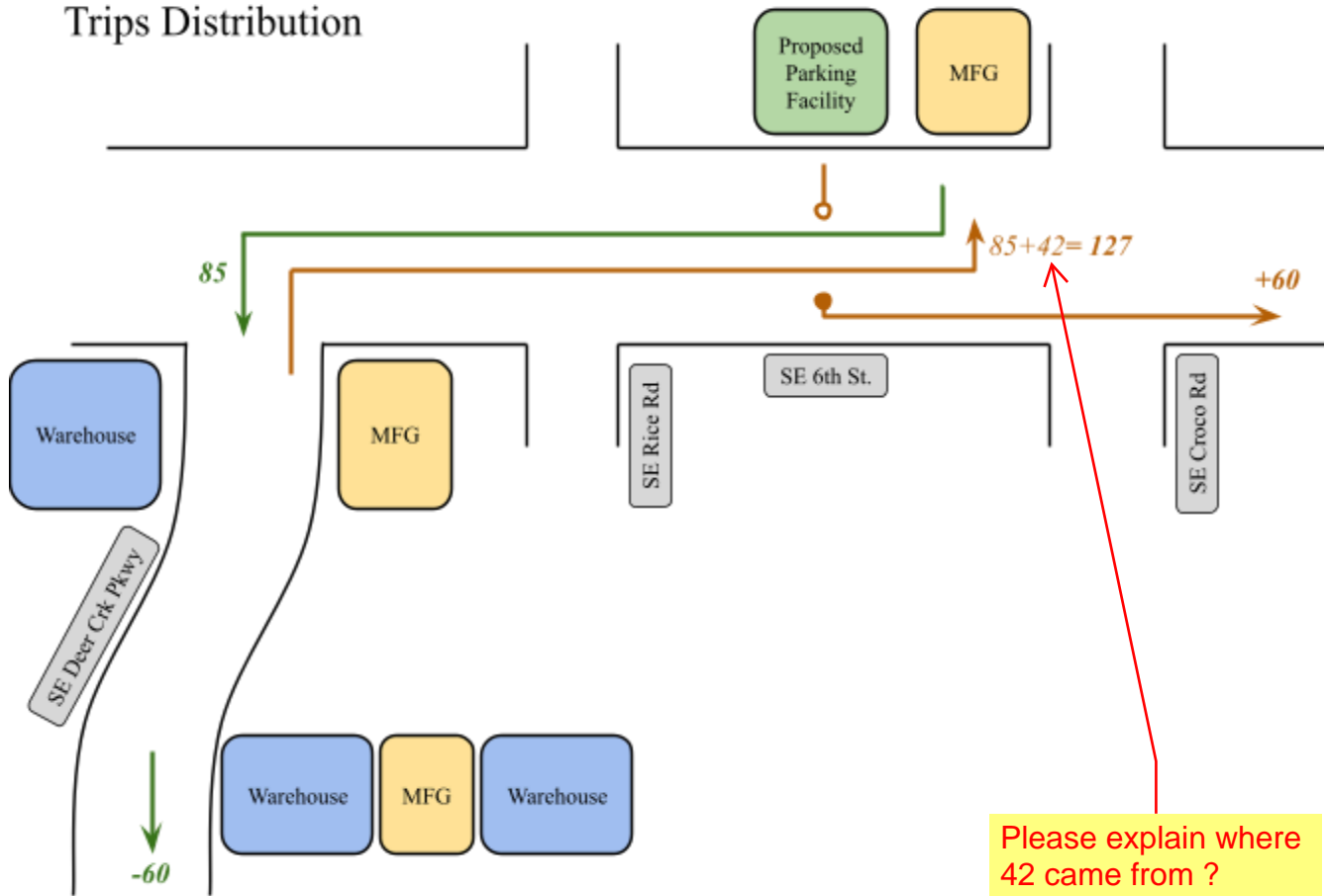


Figure 10. Existing Truck and Semi-Trailer Daily Trips Distribution

After Construction Truck and Semi-Trailer
Trips Distribution



Please explain where 42 came from ?
Similar comment from page 13

Figure 11. After Construction Truck and Semi-Trailer Daily Trips Distribution

Table 5. After-Construction Surrounding Roadway Daily Traffic Volume Summary

Street Name	AADT	Volumes in each Direction	
SE 6th Street	5,915	2,958+42 = 3,000 (EB)	2,957 (WB)
SE Croco Road	4,700	2,350 (NB)	2,350 (SB)
SE Rice Road	1,150	575 (NB)	575 (SB)
SE Deer Creek Parkway	3,800	1,900+42 = 1,942 (NB)	1,900-60 = 1,840 (SB)

Table 6. After-Construction in Year 2044 Surrounding Roadway Daily Traffic Volume Summary

Street Name	AADT	Volumes in each Direction	
SE 6th Street	5,915*1.04 = 6,152	3,076+42 = 3,118 (EB)	3,076 (WB)
SE Croco Road	4,700*1.04 = 4,888	2,444 (NB)	2,444 (SB)
SE Rice Road	1,150*1.04 = 1,196	598 (NB)	598 (SB)
SE Deer Creek Parkway	3,800*1.04 = 3,952	1,976+42 = 2,018 (NB)	1,976-60 = 1,916 (SB)

Please include a figure, or photos from the location. Also, the extent of the current obstruction and the amount it has to be changed to make it work is also not clear.

5. Analysis of Traffic and Improvements

5.1 Site Access Performance

Intersection Sight Distance (ISD) is assessed for the access point on SE 6th Street. ISD represents the distance the driver of a vehicle approaching an intersection needs to have an unobstructed view of the entire intersection, including any traffic control devices, and sufficient lengths along the intersecting major roadway to permit the driver on the approaching roadway to anticipate and avoid potential collisions. According to the KDOT Access Management Policy Table 4-14, the Intersection Sight Distance (ISD) for a Left-Turn on a 4-Lane Highway with a posted speed of 45 mph is specified as 530 feet. Following a careful examination of the proposed access point location on SE 6th Street and an assessment of the roadway vertical profile of SE 6th Street, it has been observed that the view of vehicles may be obstructed by trees and shrubs near the access. Upon the removal of these trees and shrubs in close proximity to the access, visibility at the access point is anticipated to be significantly improved.

Stopping Sight Distance (SSD) is also evaluated for the access point on SE 6th Street. The SSD should be measured in order to determine if there is sufficient sight distance to enable a vehicle traveling at the posted speed limit to stop before reaching an object in its path. The designated speed limit on SE 6th Street is 45 mph. In accordance with the KDOT Access Management Policy Table 4-11, the Stopping Sight Distance (SSD) for level terrain is specified as 360 feet when the posted speed limit is 45 mph. Similarly, the trees and shrubs near the access point may obstruct the view of eastbound and westbound vehicles on SE 6th Street. Except for this matter, there is no stopping sight distance concern.

Corner clearance is the distance required between a highway intersection and the nearest access on the crossroad at a corner development. According to KDOT Access Management Policy Table 4-10, the minimum corner clearance specified for the developed area is 115 feet. The proposed access point on SE 6th Street satisfies this warrant.

In the roadway segment of SE 6th Street between SE Rice Road and SE Croco Road, there exists a sidewalk positioned on the northern side of SE 6th Street. Therefore, the construction of the new access point and sidewalk should adhere to KDOT standards.

5.2 Circulation Review

At present, trucks and semi-trailers under the current site plan travel northbound on SE 6th Street to SE Rice Road and SE Croco Road, after which they retrace their path southbound on SE 6th Street to the parking area. For departures, trucks and semi-trailers follow a southbound route along SE Deer Creek Pkwy to access I-70. Following the completion of construction, the parking of trucks at all distribution centers along SE Deer Creek Pkwy will be consolidated and centralized to the new parking facility. For outbound journeys, an estimated 60 trucks and semi-trailers from the new parking facility are expected to travel eastbound on SE 6th Street, proceed towards Hwy 40, and then access I-70. Concurrently, there

Please provide a site circulation figure to document how truck circulate on site. Also, please confirm that trucks will not impact and will stay clear of 6th Ave when accessing gate.

will be a corresponding reduction of approximately 60 southbound semi-trailers on SE Deer Creek Parkway. After construction, all added truck and semi-trailer traffic is expected to be eastbound on SE 6th Street.

In previous section (4.2.1), there was an increase documented. Please summarize in this section too

6. Conclusion and Recommendation

With the proposal of a new parking facility on the west side of Crossroads and the planned consolidation of truck parking from all distribution centers along SE Deer Creek Parkway to this new facility, this Level 2 traffic impact study is designed to evaluate the effects of changes in the circulation patterns of trucks and semi-trailers on the surrounding roadways. Currently, the daily traffic on SE 6th Street comprises approximately 170 trips (85 westbound trips, 85 eastbound trips) made by trucks and semi-trailers. Following the construction of the new parking facility, the daily volume of trucks and semi-trailers is expected to rise from approximately 170 trips to around 212 trips (85 westbound trips, 127 eastbound trips). It is anticipated that approximately 60 trucks and semi-trailers originating from the parking facility will travel in an eastbound direction on SE 6th Street. They will continue their route towards Hwy 40, subsequently accessing I-70. Simultaneously, a corresponding reduction of 60 southbound trucks and semi-trailers on SE Deer Creek Parkway is expected.

In the roadway segment of SE 6th Street between SE Rice Road and SE Croco Road, there exists a sidewalk positioned on the northern side of SE 6th Street. Therefore, the construction of the new access point and sidewalk should adhere to KDOT standards.

City of Topeka standards

Following an examination of the Intersection Sight Distance (ISD) and Stopping Sight Distance (SSD) at the proposed access point on SE 6th Street, the recommendation is to clear the trees and shrubs located on both sides of the access.

Need to illustrate on an exhibit in previous sections

What is your recommendation?

Attendees

Public: see attached sheets

City of Topeka: Rhiannon Friedman
 Dan Warner
 Mike Hall
 Annie Driver

CFS Engineers: Kevin Holland
 Travis Haizlip

Reser's: Brian Thurlow

Issues / Clarifications:

- What is the parking space count / 250 spaces phase III, additional 150 spaces in phase IV.
- How full will the parking lot be / It is designed to operate at full capacity but will more than likely never be full.
- Will there be a noise barrier / The trees and grading will provide a natural barrier and the new parking lot will follow the City of Topeka noise ordinance code.
- Noise pollution from existing plant / The existing plant operates under the current approved PUD regulations and the resulting operational noise created falls within the City of Topeka noise ordinance limits. A topic for the Planning Commission meeting.
- Will these improvements cause an increase in traffic / It should actually reduce truck traffic.

- How will the fence height be / The fence heights will be approved through the site plan process at the City of Topeka.
- What are the locate flags on the east side of Croco / the flags are placed along both sides of the road per standard procedure from the tickets called in. Nothing is happening along the east side of Croco at this time.
- Truck lights glaring through neighbors windows / Lighting from the operations taking place at the existing plant are within current code approved through previous PUD. A topic for the Planning Commission meeting.
- Snow plows pushing snow onto neighbors drive / This would be a City of Topeka Public Works operational issue and not necessarily a concern for Reser's.
- Will this make us have to annex our property into the city / These improvements will not cause neighbors to have to annex.
- Will this affect my property value / There are no indicators that these parking lot improvements will affect property values in the area.
- The truck circulation at the plant needs improvement / Will take this information to the owner for consideration to see if adjustments should be made. The approved PUD states circulation on the north side of the existing building is permitted.
- The landscaping doesn't look like I thought it should / All landscaping was done as per the landscape plan approved by the City of Topeka & is complete.
- Will everything be fenced / Around the parking lot & through the route to the existing plan with additional fencing around parts of the north, south & western parking lot property perimeter. Fencing will follow City of Topeka design standards & guidelines.
- Noise pollution from idling trucks at the existing facility / The decibel level of the trucks falls within the current City of Topeka code. A topic for the Planning Commission meeting.

- Light pollution from the existing plant onto the east side of Croco Rd / Lighting was installed per plans approved through the City of Topeka and operate within lighting regulations set upon the approved PUD. A topic for the Planning Commission meeting.
- When & where is the Planning Commission meeting / April 15th, 2024, 6pm at the Topeka City Council chambers.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Dan Warner, AICP, Planning Division Director
DOCUMENT #:
SECOND PARTY/SUBJECT: 4BSC, LLC
PROJECT #: A24/3
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 001 Annexation
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520(7), located at 6545 SW 10th Avenue and 6549 SW 10th Avenue within unincorporated Shawnee county, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A24/3) (Council District No. 9)

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

(Annexation of 57.9 acres to construct a multi-level driving range with accessory uses. The tract will be assigned to Council District No. 9)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the annexation of 57.9 acres located at 6545 SW 10th Avenue and 6549 SW 10th Avenue.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

4BSC, LLC has requested annexation of 57.93 acres located at 6545 SW 10th Avenue and 6549 SW 10th Avenue. The owner will construct a multi-level driving range with accessory bar and event spaces at the location of an existing driving range.

Land Use and Growth Management Plan 2040

The property lies within Tier 3 of the Urban Growth Area. Tier 3 areas comprise the bulk of the UGA outside of Tier 1. Developing these areas requires graduating services to Tier 2, meaning, it is cost effective for the City to make investments for all of the urban services in the area.

The subject property is designated as Urban Growth Area (mixed-use). The development of the driving range is consistent with a recreational use within that designation.

Street Network

SW 10th Avenue is a two-lane minor arterial, which will be annexed to the centerline by the City. No new public roads are anticipated with the development. The existing private drive will serve the property.

The Topeka Planning commission reviewed the annexation proposal at their meeting on May 20, 2024, and found the annexation to be consistent with the City's Land Use and Growth Management Plan.

While state law does not require that annexation be reviewed by the Planning Commission, the City's adopted Comprehensive Land Use and Growth Management Plan 2040 requires that the Planning Commission make a determination that annexation of 10 acres or more are consistent with the plan.

BUDGETARY IMPACT:

Utilities and Services:

There are no additional costs to serve the proposed annexation for Fire, Police, and Forestry.

Streets

Due to the south side of SW 10th Avenue being annexed, streets will incur an additional budget of \$8,800 for operations and maintenance.

Water

Annexation of the property will lead to a loss of \$3,383 per year in revenue due to a change in utility rates.

Sewer

Annexation of the property will lead to a loss of \$3,291 per year in revenue due to a change in utility rates.

Stormwater

Annexation will generate a revenue of \$7,220 per year.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

A24/03 Aerial Map

Memo to Planning Commission (May 20, 2024)

Annexation Fact Sheet

Topeka Planning Commission Minutes (May 20, 2024)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by interim City Manager Richard U. Nienstedt annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located at 6545 SW 10th Avenue and 6549 SW 10th Avenue, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. **(A24/3) (Council District No. 9)**

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

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

TRACT I:

Part of the Southwest Quarter of Section 32, Township 11 South, Range 15 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point 1,455.0 feet East of the Northwest corner of said Southwest Quarter; thence South, at right angles to the North line of said Southwest Quarter, 356.0 feet; thence East, parallel to the North line of said Southwest Quarter, 207.0 feet; thence North 356.0 feet; thence West 207.0 feet to the point of beginning.

TRACT II:

The North half of the Southwest Quarter of Section 32, Township 11 South, Range 15 East of the 6th P.M., Shawnee County, Kansas, EXCEPT beginning at the Northwest corner thereof; thence East 1,136.5 feet; thence Southerly to the South line of the North half of said Southwest Quarter to a point 1,130.5 feet East of the Southwest corner of the North half of said Southwest Quarter; thence West, along said South line, 1,130.5 feet to the Southwest corner of the North half of said Southwest Quarter; thence North to the point of beginning; AND ALSO EXCEPT beginning at a point 1,455.0 feet East of the Northwest corner of said Southwest Quarter; thence South, at right angles to the North line of said Southwest Quarter, 356.0 feet; thence east, parallel to the North line

of said Southwest Quarter, 207.0 feet; thence North 356.0 feet; thence West 207.0 feet to the point of beginning; AND ALSO EXCEPT beginning at the Northeast corner of said Southwest Quarter; thence West, along said North line, 797.7 feet; thence Southeasterly 544.9 feet to a point 458.6 West and 429.3 feet South of said Northeast corner; thence Southeasterly 527.2 feet to a point 169.5 feet West and 872.5 feet South of said Northeast corner; thence Southeasterly to a point on the East line of said Southwest Quarter, 1,087.1 feet South of said Northeast corner; thence North, along said East line, to the point of beginning.

TRACT III:

The North half of the Southeast Quarter of the Southwest Quarter of Section 32, Township 11 South, Range 15 East of the 6th P.M., Shawnee County, Kansas.

TRACT IV:

Part of the North half of the Southeast Quarter of Section 32, Township 11 South, Range 15 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at the Southwest corner of said North half of said Southeast Quarter; thence East approximately 195 feet to the West right of way line of Interstate 470 Highway; thence Northwesterly approximately 316 feet along said right of way line to the West line of said Southeast Quarter; thence South, along said West line, approximately 250 feet to the point of beginning.

TRACT V:

Part of the West half of the Southeast Quarter of Section 32, Township 11 South, Range 15 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Southeast Quarter thence East on Az 90 degrees 22 minutes 20 seconds, 186.92 feet coincident with the North line of said Southwest Quarter of the Southeast Quarter to the West right of way line of Interstate 470 Highway; thence on Az 142 degrees 11

minutes 03 seconds, 254.46 feet coincident with the West right of way line of said Interstate 470 Highway; thence on Az 270 degrees 22 minutes 20 seconds, 344.35 feet to the West line of said Southeast Quarter; thence on Az 0 degrees 24 minutes 18 seconds, 200 feet coincident with the West line of said Southeast Quarter to the point of beginning.

And

A tract of land in the Northwest Quarter of Section 32, Township 11 South, Range 15 East of the 6th P.M. in Shawnee County, Kansas, described as follows: **BEGINNING** at the Northeast corner of Red Oaks Place Subdivision, which is 1136.50 feet East of the Southwest corner of said Quarter Section as measured along the South line of said Quarter Section; thence East along the South line of said Quarter Section to the Westerly right of way line of existing U.S. Interstate Highway 470, thence Northwesterly along said Westerly right of way line to the North right of way line of existing 10th Avenue, thence Westerly along the said North right of way line to its intersection with the extension of the East line of said Red Oaks Place extend North, thence South along said extension of said East line to the POINT OF BEGINNING. The above described tract contains 0.63 acre (27,635 sq. ft.), more or less.

Section 2. That all land described in Section 1 of this Ordinance is taken into and made a part of the City for all City purposes and is assigned to City Council District No. 9.

Section 3. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

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

PASSED AND APPROVED by the Governing Body of the City of Topeka,

_____, 2024.

Michael A. Padilla, Mayor

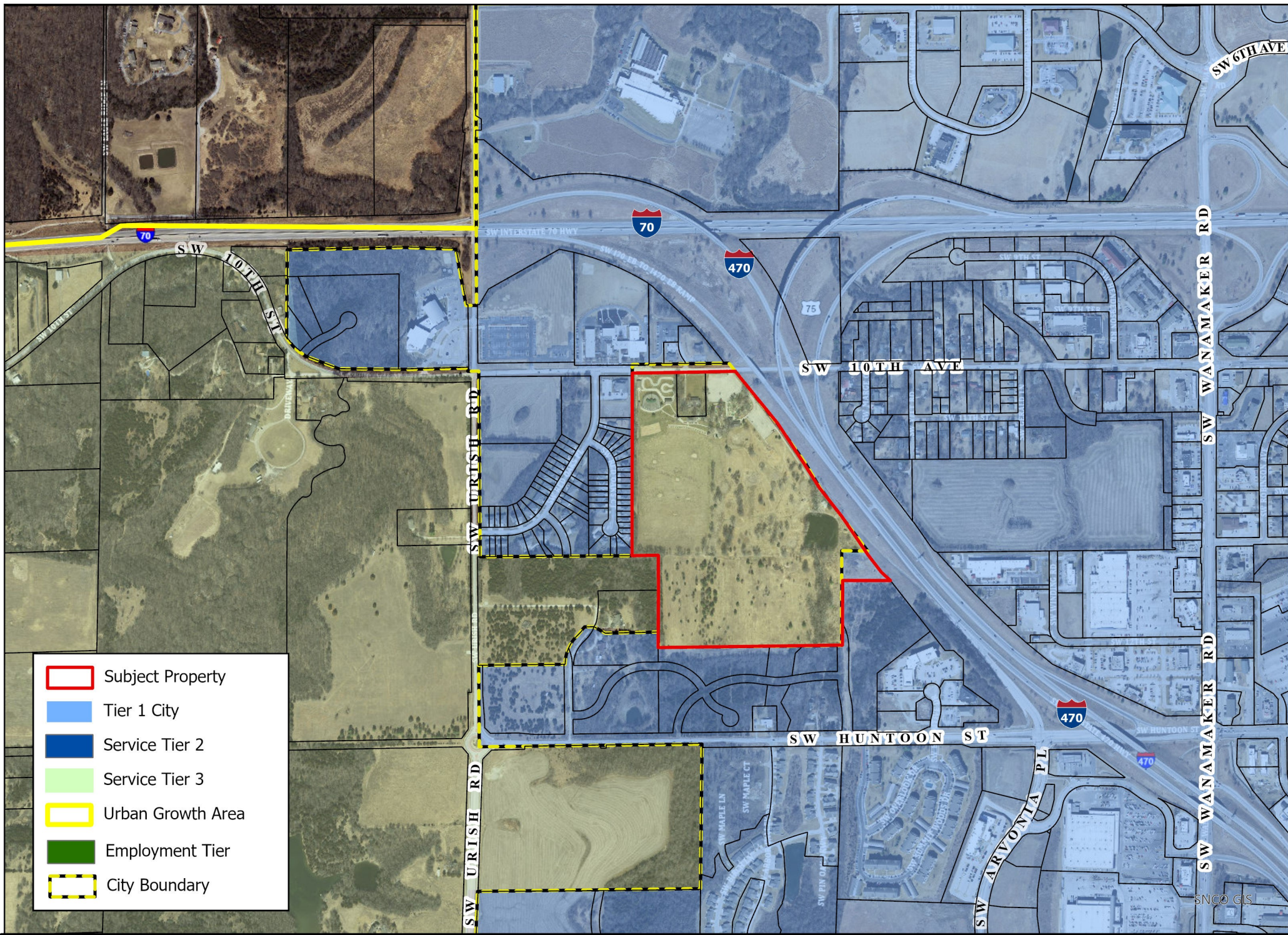
ATTEST:

Brenda Younger, City Clerk

To Be Codified _____

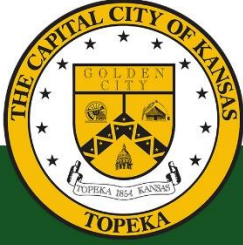
Not To Be Codified _____

X



A24-3 4BSC, LLC

April 29, 2024



CITY OF TOPEKA

Planning Division
620 SE Madison, Unit 11
Topeka, KS 66607

Dan Warner, AICP, Planning Division Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

To: Topeka Planning Commission
From: Dan Warner, AICP; Planning Division Director
Date: May 20, 2024
RE: A24/03 – Annexation request by 4BSC, LLC for the two parcels addressed 6545 and 6549 SW 10th Avenue

Proposal

4BSC, LLC has consented to annexation of 57.93-acres located at 6545 SW 10th Avenue and 6549 SW 10th Avenue (see Map 1). The owner will construct a multi-level driving range with accessory bar and event spaces at the location of an existing driving range (see Map 2).

The properties are already connected to City of Topeka water and sanitary sewer and requires no additional extension. Annexation of this property is appropriate as it will make for a cohesive City boundary, as the property is surrounded by the City on three sides and already utilizes City utilities.

Background

Unilateral annexations of this type, one in which the property owner has consented to the annexation and the property is contiguous to the City, requires City of Topeka Governing Body approval. However, the Land Use and Growth Management Plan 2040 (LUGMP) established a policy that the Planning Commission review annexations greater than 10 acres for consistency with growth management principles of the LUGMP.

LUGMP Review

The property lies within Tier 3 of the Urban Growth Area (see Map 1). Tier 3 areas are the bulk of the UGA outside of Tier 1. Generally speaking, Tier 3 areas of the UGA are not ready for urbanization because investments have not been made in all five of Topeka's urban services (fire, police, water, sewer, and streets).

All five of the required services are available to the site because it fronts SW 10th Avenue and the City boundary outlines the property on three sides. The properties are already connected to water and sewer, which are located along SW 10th Avenue. The development will take access from the two-lane minor arterial SW 10th Avenue, which is already annexed to the east and west of the property. The City of Topeka Public Works Department is already responsible for the maintenance for this segment of road. City of

Topeka Fire Department and Police Department already serve the developments to the west of the proposed annexation and have no issue with the proposal.

The subject property is designated as Urban Growth Area (Mixed-Use) and identified as Tier 3 by the Topeka Future Land Use Map (see Maps 1 & 3). As addressed above, the property has all five services available and has graduated into Tier 2 of the Urban Growth Area. The proposed use aligns with the Future Land Use identified in the Land Use and Growth Management Plan 2040.

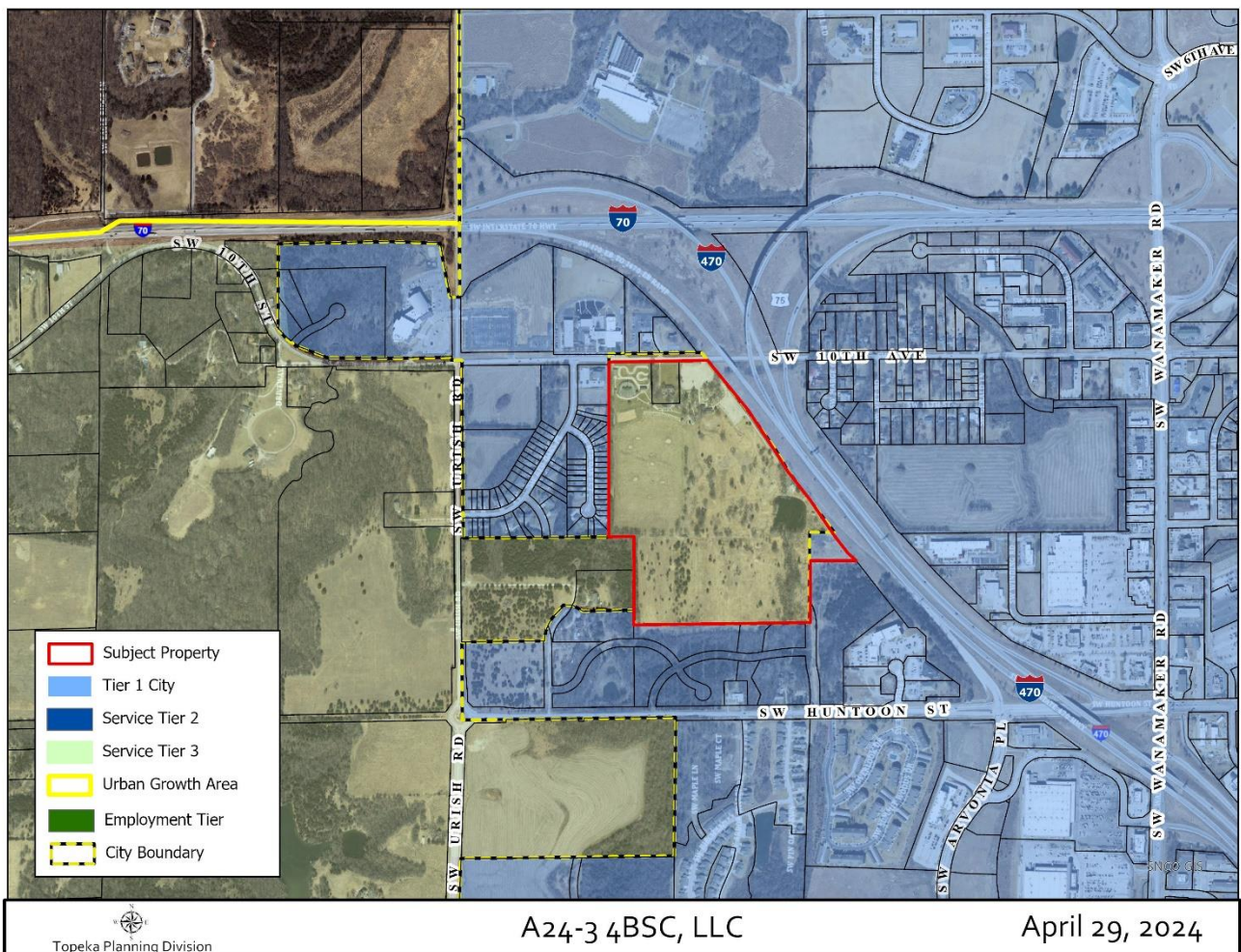
Street Network

Future access to the improved driving range will continue from SW 10th Avenue, which is a two-lane minor arterial.

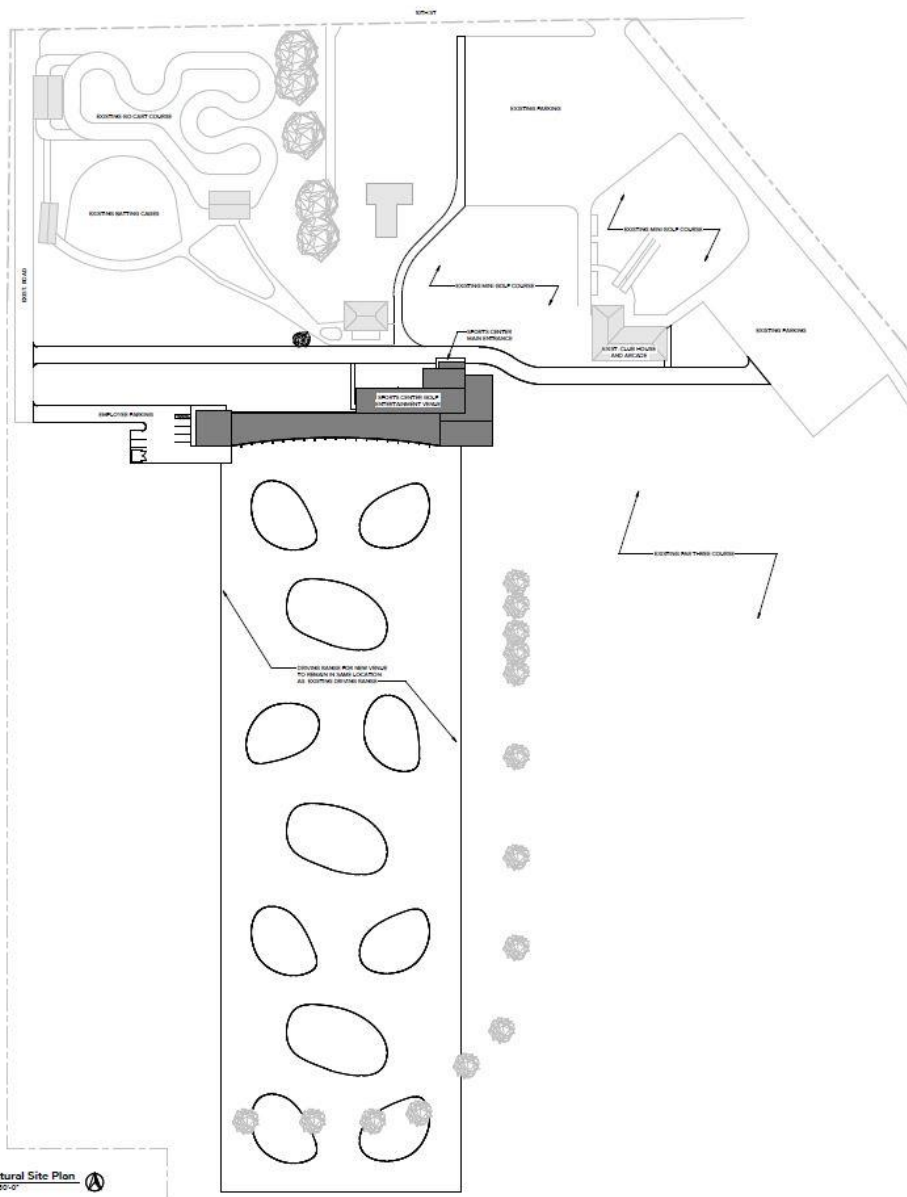
Recommendation

Annexing the subject property is consistent with the Comprehensive Plan.

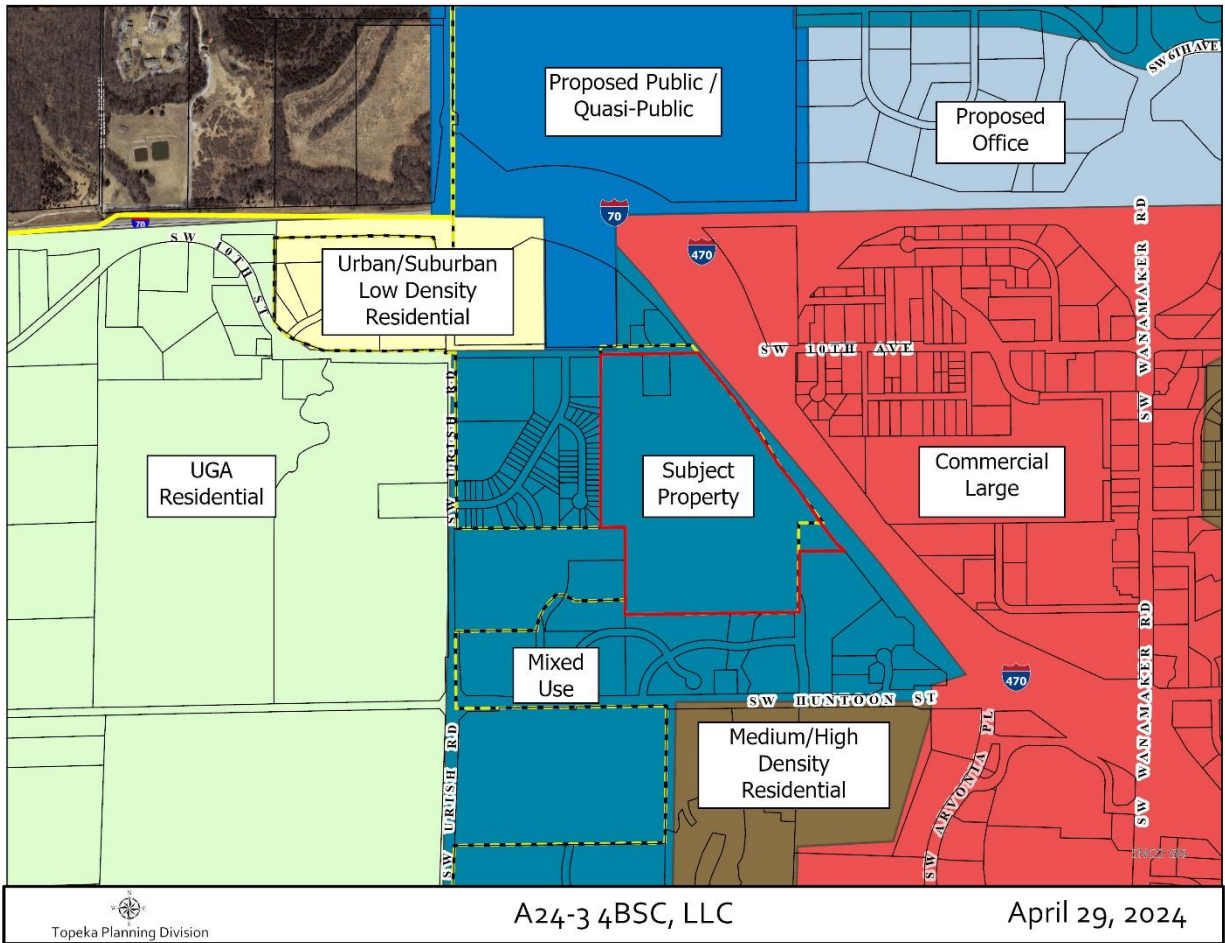
Map 1 – Property Location Relative to the UGA



Map 2 – Preliminary concept



Map 3 – Future Land Use



Attachments:
Sports Center Annexation Fact Sheet

Annexation Proposal
Properties located at 6545 & 6549 SW 10th Avenue
Fact Sheet & Department Comments

Site

Address/Location: 6545 SW 10th Avenue & 6549 SW 10th Avenue

Owner: 4BSC LLC

Size: Approximately 57.93 acres

Existing Land Use: Outdoor recreation including miniature golf, golf driving range, and a single-family home

Proposed Land Use: Outdoor recreation including miniature golf, golf driving range, and a single-family home

Subdivision: Plat to be submitted following annexation

Planning

Existing Zoning: RR-1

Proposed Zoning: RR-1 with Conditional Use Permit for expansion of the golf and recreation center

Current Population: 2 residents

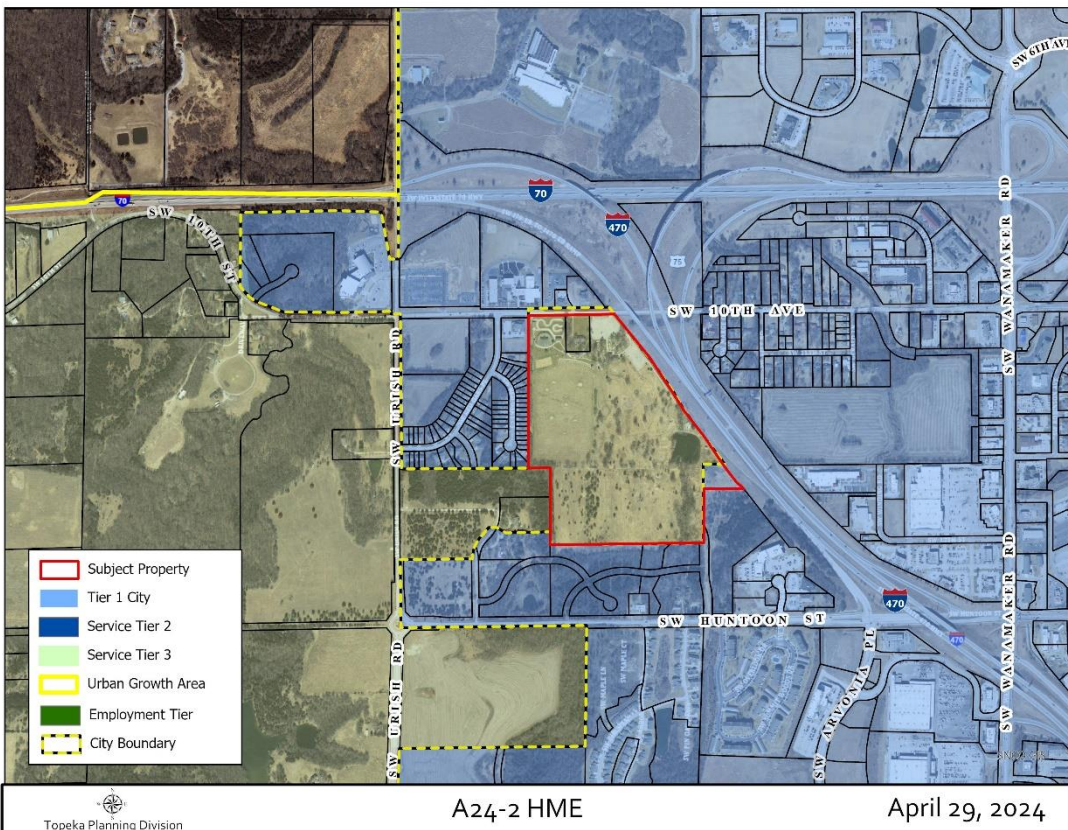
Projected Population: 2 residents

Density: N/A

Comprehensive Plan: Urban Growth Area – Service Tier 3

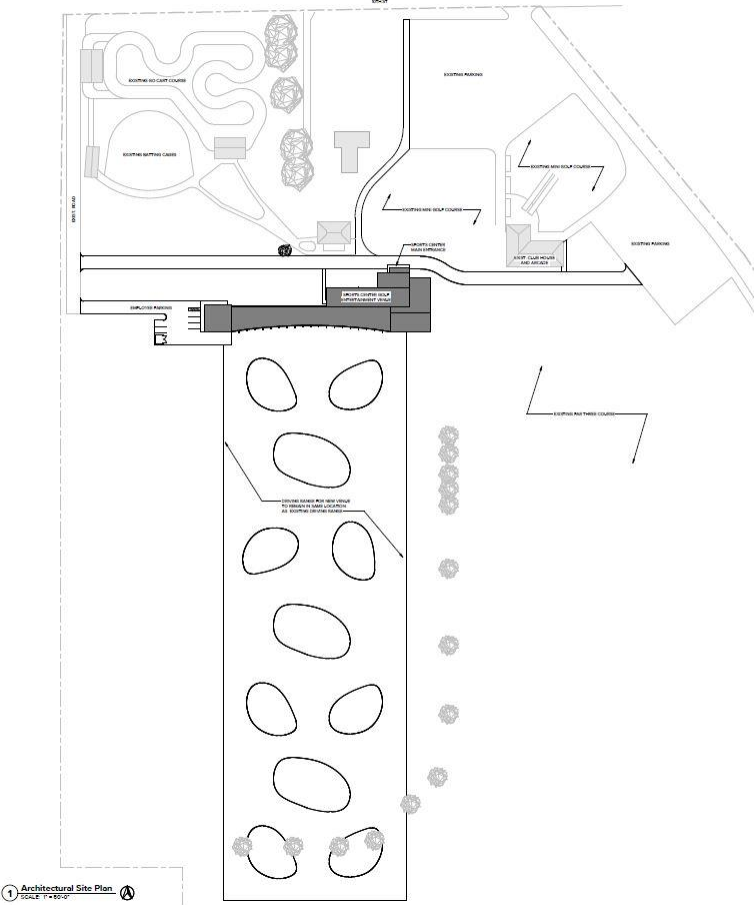
Primary Service Area (Sewer Required): Sewer service is available by a twelve-inch collector line along the east side of the property and an eight-inch collector line running along the north side of the property.

Urban Growth Area Map



Annexation Proposal
Properties located at 6545 & 6549 SW 10th Avenue
Fact Sheet & Department Comments

Preliminary concept for future development



Annexation Procedure

Contiguous?: Yes

Consent?: Yes. Owner provided a written consent.

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

Approval Method: COT governing body passes ordinance.

Revenue/Expenses Estimates

Property tax revenue to the City of Topeka in 2024 would be approximately **\$8,800** before any development takes place. **Future annual property tax revenue** to the City of Topeka upon build-out of the driving range improvements is estimated to be around \$16,925 or more dependent on the appraised

Annexation Proposal
 Properties located at 6545 & 6549 SW 10th Avenue
Fact Sheet & Department Comments

value of the new development. Current property tax revenue to Mission Township was **\$4,557** in 2023, but would be projected to be \$8,711 upon build out.

The site currently is connected to City water and wastewater. Annexation of the property will cause a reduction in utility rates for City Water and Wastewater. **Future annual COT Stormwater revenue** to the City of Topeka upon development of the property is estimated to be approximately **\$7,220**. Annexation of the property will decrease the revenue from City **wastewater and water** the property will lead to a loss in revenue of **\$6,674**. The annual utility revenues will be \$546.

There are no additional costs to serve the proposed annexation for Fire, Police, and Forestry.

Streets will incur additional operations or maintenance cost of \$8,800 due to the property being annexed. This is related to the annexation of SW 10th Avenue.

Stormwater will not have additional annualized infrastructure operational and replacement cost but will have an annualized revenue of \$7,220.

Water will not have additional annualized infrastructure operational and replacement cost but will have an annualized loss of \$3,383.

Sanitary sewer will not have additional annualized infrastructure operational and replacement cost but will have an annualized loss of \$3,291.

Utility and Service Providers

	Current	Proposed
Water	COT	COT
Wastewater	COT	COT
Fire	Mission Township	COT
Police	Shawnee County	COT
Streets – Local	Shawnee County Public Works	COT
Parks	Shawnee County	Shawnee County
Governing Body	Shawnee County (#1)	COT (#9)

Utilities

The subject property is proposed to remain a golf course/driving range and a single-family home. An additional connection to the sanitary sewer main is anticipated, however, the existing development and proposed expansion will not require the extension of public water or sewer mains.

Streets

The proposed development will utilize the existing SW 10th Avenue (minor arterial) for access. Private drives will be utilized for interior circulation and privately owned by 4BSC, LLC. The annexation of SW 10th Avenue will result in a maintenance and replacement cost to the City of \$8,800 per year.

Metro Bus Service

Metro Service currently ends 0.65 miles to the east at the intersection of SW 10th Avenue and SW Wanamaker Road.

Annexation Proposal
Properties located at 6545 & 6549 SW 10th Avenue
Fact Sheet & Department Comments

Ability to Provide Adequate Public Services

FIRE

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

No Additional.

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

Yes

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

No additional impacts are anticipated.

Ability to Provide Adequate Public Services

FORESTRY

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

No major cost to department

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

Yes

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

Single small annexations can be taken care of by forestry with no major impacts to operating budget. However, the cumulative effects of multiple annexations will ultimately not be sustainable.

Ability to Provide Adequate Public Services

POLICE

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

The cost for providing service to this area for TPD would be minimal and easily absorbed by our current personnel.

Annexation Proposal
Properties located at 6545 & 6549 SW 10th Avenue
Fact Sheet & Department Comments

- 2) **Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
Yes. I don't see an impact to the current or future budget.
- 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
I don't foresee any issues from this potential annexation that would impact current service levels to our existing call load.

Ability to Provide Adequate Public Services
STREETS

- 1) **What is the estimated cost/benefit of providing adequate service to the proposed annexation (in current year \$s):**
\$8,800 per year
- 2) **Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
Not at current funding levels. Will need to explore in future increase funding for street maintenance and pavement management program.
- 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
N/A

Ability to Provide Adequate Public Services
STORMWATER

- 1) **What is the estimated cost/benefit of providing adequate service to the proposed annexation (in 2024 \$s):**
- a. **Estimate annualized operations/maintenance cost over the lifecycle of the assets**
No additional cost. All infrastructure existing.
 - b. **Estimate annualized replacement cost of the asset This is based on 100-year replacement cycle.**
No additional cost. All infrastructure existing.
 - c. **Estimate annualized revenue over the lifecycle of the assets.**
\$7,220
- 2) **Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**
Yes
- 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
No other issues known at this time.

Ability to Provide Adequate Public Services
WASTEWATER

- 1) **What is the estimated cost/benefit of providing adequate service to the proposed annexation (in 2024 \$s):**
 - a. **Estimate annualized operations/maintenance cost over the lifecycle of the assets**
No additional cost. All infrastructure existing.
 - b. **Estimate annualized replacement cost of the asset This is based on 100-year replacement cycle.**
No additional cost. All infrastructure existing.
 - c. **Estimate annualized revenue over the lifecycle of the assets).**
Estimated to be a loss of \$3,291 due to this already being connected and a lower utility rate following annexation.

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

 - 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
No other issues known at this time.
-

Ability to Provide Adequate Public Services
WATER

- 1) **What is the estimated cost/benefit of providing adequate service to the proposed annexation (in 2024 \$s):**
 - a. **Estimate annualized operations/maintenance cost over the lifecycle of the assets**
No additional cost. All infrastructure existing.
 - b. **Estimate annualized replacement cost of the asset This is based on 100-year replacement cycle.**
No additional cost. All infrastructure existing.
 - c. **Estimate annualized revenue over the lifecycle of the assets.**
Loss of \$3,383.

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

 - 3) **Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**
No other issues known at this time.
-

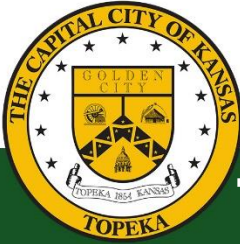
Annexation Proposal
Properties located at 6545 & 6549 SW 10th Avenue
Fact Sheet & Department Comments

Ability to Provide Adequate Public Services
Topeka Metro Bus Service

- 1) Do you currently provide service to this subdivision/immediate area?**
We do not provide service to this area.

- 2) If not, can you provide service?**
We are not expanding service at this time.

- 3) What is the estimated cost of providing service to this subdivision?**
\$300,000. This area has limited potential for productive service since it is removed or separated from our regular service by a major highway.



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, May 20, 2024

CASE MINUTES

Members present: Willie Brooks, Corey Dehn, Jennifer Hannon, Del-Metrius Herron, Jim Kaup, William Naeger, Donna Rae Pearson, and Jim Tobaben, (8)

Members Absent: Katy Nelson, (1)

Staff Present: Rhiannon Friedman, Planning & Development Director, Dan Warner, Planning Director; Michael Hall, Land Use Manager; Bryson Risley, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal

A24/03 Annexation, Sports Center (owner 4BSC LLC) requesting annexation of approximately 58 acres located on south side of SW 10th Avenue and immediately west of Interstate 470.

Staff:

Bryson Risley presented the staff report and staff's recommendations of approval.

Questions/Comments by Commissioners

Commissioner Naeger inquired about additional costs to the city, especially the forestry department. Mr. Risley stated generally forestry is looking at something that is in the right-of-way that they would be responsible for. Larger subdivisions, that have a lot of right-of-way, bring concerns with the costs associated with maintaining those trees.

Commissioner Kaup suggested deleting a reference to Mission Township and a tax levy out of the staff report.

Motion by Commissioner Kaup, **second** by Commissioner Hannon to approve the annexation of the property as it is consistent with the comprehensive plan. **Approved 8-0**



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Braxton Copley, Director of Public Works
DOCUMENT #:
SECOND PARTY/SUBJECT: Bartlett and West, Inc. **PROJECT #:** T-701028.00
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: Yes
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Public Works Engineering Contract between the City of Topeka and Bartlett and West, Inc., in an amount not to exceed \$348,480 to perform professional engineering services.

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

(Services include public engagement, traffic study, geotechnical, concept plans and high level cost estimates. Design, inspection, and construction services are not included in this contract or scope of work for Street Improvements on SW Huntoon Street from SW Gage Boulevard to SW Harrison Street.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

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

BACKGROUND:

On January 17, 2024, the City issued a request for proposals bid event 2922 for professional engineering services for providing engineering design for the complete reconstruction of the SW Huntoon St. roadway, from SW Gage Blvd. to SW Harrison St. Proposals were received on February 13, 2024, and evaluated. After

evaluations staff recommend entering into an agreement for services as specified with the most qualified firm for this particular project with Bartlett and West, Inc.

BUDGETARY IMPACT:

\$348,480.00

SOURCE OF FUNDING:

2023 CIP, Res # 9318, Fix our streets sales tax

ATTACHMENTS:

Description

Barlett and West Contract Task I Huntoon 701028.00

Insurance attachment

RFP Event 2922 Preveiw

RFP Event 2922 Professional Engineering Services SW Huntoon St. T-701028.00.pdf

2023 CIP Pg 57

**CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Bartlett & West, Inc. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on City of Topeka Project No. 701028.00 SW Huntoon St. – SW Gage Blvd. to SW Harrison St. roadway project. These services include providing engineering design and construction documents for the reconstruction of the existing roadway (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer.
agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

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

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer: Jeff Lolley, PE
Bartlett & West, Inc. 1200
SW Executive Drive
Topeka, KS 66615
785-272-2252

Owner: City Clerk
215 SE 7th St.
Topeka, KS 66603
(785) 368-3940

With a Copy to: City of Topeka Engineering Division
620 SE Madison, 2nd Floor
Topeka, KS 66607
(785) 368-3842

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

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

CITY OF TOPEKA

Owner

Engineer

By: Richard U. Nienstedt

By:

Interim City Manager

Title

Title

Date:

Date:

Attest: _____
City Clerk, Brenda Younger

Attest: _____

APPROVED AS TO FORM AND LEGALITY
DATE _____ BY _____

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 701028.00 SW Huntoon Street – SW Gage Blvd. to SW Harrison St.

SCOPE OF SERVICES

BASIC SERVICES

The Engineer agrees to provide services defined below for the project. The project shall be designed in accordance to City of Topeka standards and specifications. The project is specifically defined as the performance of the following:

- Scope Development
- Public Information
 - Public Information Meeting 1
 - 6+ Meetings with local NIA groups, school districts, and affected businesses
 - Compilation of data received from meetings
 - Contact individuals from public meeting 1 with responses to their comments, questions, and/or concerns
- Traffic Study
 - Traffic Counts
 - 1 driving lane vs. 2 driving lanes
 - Stop conditions
 - Crash report and exhibits
- Geotechnical Report
 - 12 to 15 roadway bores, 10' deep
 - Pavement recommendations for asphalt and concrete
 - Pavement base recommendations for aggregate, lime, and concrete
 - Street maintenance recommendations
- Utility Coordination
 - City of Topeka Utilities
 - Coordination of needed and proposed utility work along and adjacent to Huntoon St.
- Development of three (3) roadway scope of improvement concepts
 - Exhibits and summary reports
 - Construction Cost Estimates
 - Review with City
- Public Information
 - Public Information Meeting 2
 - Compilation of data received from Public Meetings 1 & 2

- Contact individuals from public meetings 1 & 2 with responses to their comments, questions, and/or concerns
- City Council Presentation
 - Finalize exhibits and reports for 3 concept options for presentation to City Council
 - Review with City
 - Present to City Council

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

- a. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 701028.00 SW Huntoon Street – SW Gage Blvd. to SW Harrison St.

COMPENSATION

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

- A. For the Basic Services described in Attachment A, an amount equal to the cumulative hours charged to the project by each class of Engineer's employees times the standard hourly charge rates for each applicable billing class, plus reimbursable expenses.

The total fee for the project shall not exceed \$ 348,480.00 without authorization by the Owner. Any additions to the Scope of Work or changes in the extent of services provided will result in an equitable adjustment in the total maximum fee. Payments shall be made monthly in amounts, which are consistent with the amount of engineering services provided.

Exhibit A shows the individual fee totals per task as outlined in Attachment A.

- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.

- E. It is understood and agreed:

1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 701028.00 SW Huntoon Street – SW Gage Blvd. to SW Harrison St.

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 701028.00 SW Huntoon Street – SW Gage Blvd. to SW Harrison St.

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 701028.00 SW Huntoon Street – SW Gage Blvd. to SW Harrison St.

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule: Engineer will make plan submittals to Owner based on the following schedule:
 - a. Concept Drawings - Engineer will submit concept drawings within N/A calendar days after Notice to Proceed by Owner.
 - b. Field Check - Engineer will submit field check drawings within N/A calendar days after Notice to Proceed by Owner.
 - c. Right-of-Way Drawings - Engineer will submit right-of-way drawings within N/A calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Office Check - Engineer will submit office check drawings and specifications within N/A calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - e. Bid Documents - Engineer will submit bid documents within N/A calendar days after the Notice to Resume Work is given by Owner following Office Check.
 - f. As-Built Plans – Engineer will submit as-built plans within N/A calendar days after marked-up plans are returned to the Engineer, from the Owner or within N/A calendar days after all punch list items have been completed if the Engineer's firm provided construction inspection services for the project.

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

**BARTLETT & WEST, INC.
2024 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2024**

	XII	\$280.00		
	XI	257.00		
	X	240.00	GIS Coordinator IX	\$259.00
Engineer	IX	225.00	GIS Coordinator VIII	243.00
Landscape Architect	VIII	210.00	GIS Coordinator VII	231.00
Architect	VII	196.00	GIS Coordinator VI	215.00
Operations Consultant	VI	185.00	GIS Coordinator V	203.00
Environmental Planner	V	175.00	GIS Coordinator IV	187.00
Transportation Planner	IV	165.00	GIS Coordinator III	176.00
	III	155.00	GIS Coordinator II	159.00
	II	143.00	GIS Coordinator I	147.00
	I	130.00		
			GIS Developer/DBA VI	\$224.00
Engineering Technician XI		\$220.00	GIS Developer/DBA V	207.00
Engineering Technician X		185.00	GIS Developer/DBA IV	191.00
Engineering Technician IX		173.00	GIS Developer/DBA III	176.00
Engineering Technician VIII		155.00	GIS Developer/DBA II	162.00
Engineering Technician VII		142.00	GIS Developer/DBA I	152.00
Engineering Technician VI		130.00		
Engineering Technician V		121.00	GIS Analyst V	\$158.00
Engineering Technician IV		114.00	GIS Analyst IV	141.00
Engineering Technician III		108.00	GIS Analyst III	134.00
Engineering Technician II		102.00	GIS Analyst II	124.00
Engineering Technician I		95.00	GIS Analyst I	114.00
Surveyor X		\$225.00	GIS Technician V	\$127.00
Surveyor IX		205.00	GIS Technician IV	115.00
Surveyor VIII		185.00	GIS Technician III	103.00
Surveyor VII		164.00	GIS Technician II	91.00
			GIS Technician I	80.00
Survey Technician VIII		\$150.00		
Survey Technician VII		135.00	Project Coordinator V	\$182.00
Survey Technician VI		120.00	Project Coordinator IV	166.00
Survey Technician V		110.00	Project Coordinator III	150.00
Survey Technician IV		102.00	Project Coordinator II	137.00
Survey Technician III		95.00	Project Coordinator I	121.00
Survey Technician II		90.00		
Survey Technician I		85.00		
Construction Eng. Tech IX		\$196.00	Systems Analyst	\$201.00
Construction Eng. Tech VIII		174.00	Systems Administrator	152.00
Construction Eng. Tech VII		160.00	Systems Technician	101.00
Construction Eng. Tech VI		149.00		
Construction Eng. Tech V		136.00	Administrator VI	\$157.00
Construction Eng. Tech IV		120.00	Administrator V	140.00
Construction Eng. Tech III		107.00	Administrator IV	126.00
Construction Eng. Tech II		96.00	Administrator III	104.00
Construction Eng. Tech I		84.00	Administrator II	93.00
			Administrator I	84.00
Right-of-Way Technician VI		\$145.00	Administrative Technician V	\$95.00
Right-of-Way Technician V		129.00	Administrative Technician IV	82.00
Right-of-Way Technician IV		116.00	Administrative Technician III	73.00
Right-of-Way Technician III		104.00	Administrative Technician II	68.00
Right-of-Way Technician II		92.00	Administrative Technician I	59.00
Right-of-Way Technician I		84.00		



CITY OF TOPEKA

Event # 2922-0

Name: Professional Engineering Services T-701028.00

Reference: SW Huntoon St., Gage to Harrison T-701028.00

Description: The City of Topeka is requesting proposals for professional engineering services for Project No. T-701028.00, SW Huntoon Street from SW Gage Boulevard to SW Harrison Street. The services include providing a conceptual plan for pavement and other public infrastructure improvements along the project corridor.

Buyer: Glenn Roth

Status: Draft

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: ENGINEERING

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 01/17/2024 10:16:00 AM

Open: 01/17/2024 10:15:00 AM

Q & A Close: 02/07/2024 12:00:00 PM

Close: 02/13/2024 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.



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.

It shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements or any combinations thereof, which restricts or limits bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than five (5) days prior to the bid closing. The specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications which inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter nor deter the City from accomplishing the intended use or function. Each bid shall include descriptive literature and specifications on the product bid. However, the providing of this material shall not be considered a substitute for listing deviations.

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

Contractual Provision

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

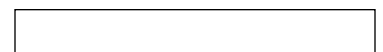
CONTRACTUAL PROVISIONS

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.



Event # 2922-0: Professional Engineering Services T-701028.00

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.

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

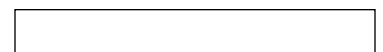
The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

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: _____



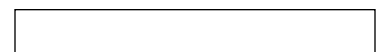
Terms and Conditions

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 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



Event # 2922-0: Professional Engineering Services T-701028.00

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

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:

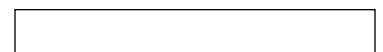
(a) Date established

(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



Event # 2922-0: Professional Engineering Services T-701028.00

(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.

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 2922 Professional Engineering Services SW Huntoon St. T-701028.00.pdf

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
925	ENGINEERING SERVICES, PROFESSIONAL

Line Details

Line 1: Professional Engineering Services T-701028.00

Description: Enter 1.00 in the unit price field and upload your technical proposal. Pricing proposals are not being solicited at this time and will be negotiated with the selected firm. You must click "Submit" to submit your proposal.

Item: SW HUNTOON STREET T-701028.00 HUNTOON GAGE TO SW HARRISON ST

Commodity Code: 925 ENGINEERING SERVICES, PROFESSIONAL

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2024

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	2750909105	53000	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

RFP for Professional Engineering Services SW Huntoon Street (SW Gage Blvd. to SW Harrison Street) Conceptual Plan Project No. 701028.00

I. Purpose for Request

The City of Topeka (City) is requesting proposals for professional engineering services for Project No. 701028.00, “SW Huntoon St.: Gage Blvd. to Harrison St.” (the Project). The services include providing a conceptual plan for pavement and other public infrastructure improvements along the Project corridor. See exhibit at the end of this request for the Project limits. This concept plan will identify and define multiple options for the scope of improvements for the following: pavement, curb and gutter, and sidewalks; lane configuration; addition of Complete Streets elements; traffic signals and other traffic control devices; street lighting; landscaping; and construction timeframe/phasing. In addition, the condition of all City-owned utilities will be investigated, and the concept plan will include recommendations for replacement or repair, as appropriate. The concept plan will be conducted in 2024 and will provide the City with multiple options for the scope of improvements for the Project.

II. Background Information

SW Huntoon St. is a two-lane, one-way (eastbound) minor arterial roadway between Gage Blvd. and Harrison St. PCI values range from 12 to 84, with a weighted average of 60. This section of Huntoon St. is primarily residential as it goes past the Westboro, Collins Park, College Hill, Central Park, and Historic Holiday Park neighborhoods. There is also a small business area at Oakley Ave. There are existing traffic signals at the Gage Blvd., Washburn Ave., Lane St., Taylor St., and Topeka Blvd. intersections.

III. Scope of Services

This project will investigate multiple options for the scope of improvements. Basic Services provided may include, but are not limited to the following:

- A. Meet with City staff at critical stages throughout the conceptual investigation for the Project and document these meetings.
- B. Measure existing and determine projected traffic volumes.
- C. Perform select field and topographic surveys, as needed.
- D. Coordinate with the City Utilities Department to assess the existing condition of City-owned utility systems, and determine warrants and guidelines to follow for improvements to these systems.

- E. Investigate existing subgrade and pavement types, thicknesses, and conditions.
- F. Investigate and/or provide recommendations for changes to or additions of the following elements: scope of pavement improvements, pavement type, lane configuration, sidewalks, Complete Streets elements, traffic signals and other traffic control devices, street lighting, and landscaping.
- G. Attend and conduct up to six (6) public information and/or stakeholder meetings during the concept phase to gather input and feedback from (and provide information and updates to) the public, neighborhood associations, and other stakeholder groups.
- H. Determine up to three (3) options for the scope of improvements for the Project, with a preliminary opinion of construction cost estimate for each option. Associated design life, level of service, and other pros and cons should be clearly identified for each option. General construction phasing and timelines should also be determined for each option.
- I. Assist City staff with public relations and responses to inquiries from residents, business owners, the general public.

Additional services to be considered, as selected at the sole option of the City, include the following: survey and design; construction inspection and administration.

IV. Deliverables

The concept plan will be conducted in 2024. Multiple options for the scope of improvements, as described above, will be presented to the City for determination and selection of the desired scope of work. The Engineering Division will administer the Project for the City.

V. Schedule

The concept plan will be conducted in 2024. Design work will begin in 2025, with right-of-way acquisition and utility relocations, as necessary, in 2026. Depending on the ultimate scope of work, construction is anticipated to occur in 2027-2029.

VI. City Resources to Be Provided

All information that the City has relating to the project will be made available to the selected firm.

VII. Proposed Format

All information submitted becomes the property of the City of Topeka. Proposals received after the time indicated in this request will not be considered. Proposals are to be limited to a total of 10 (ten) pages (not counting front and back cover, cover letter, table of contents, and section dividers) using margins not smaller than 0.75" and font size not smaller than 10. The proposal should include the following:

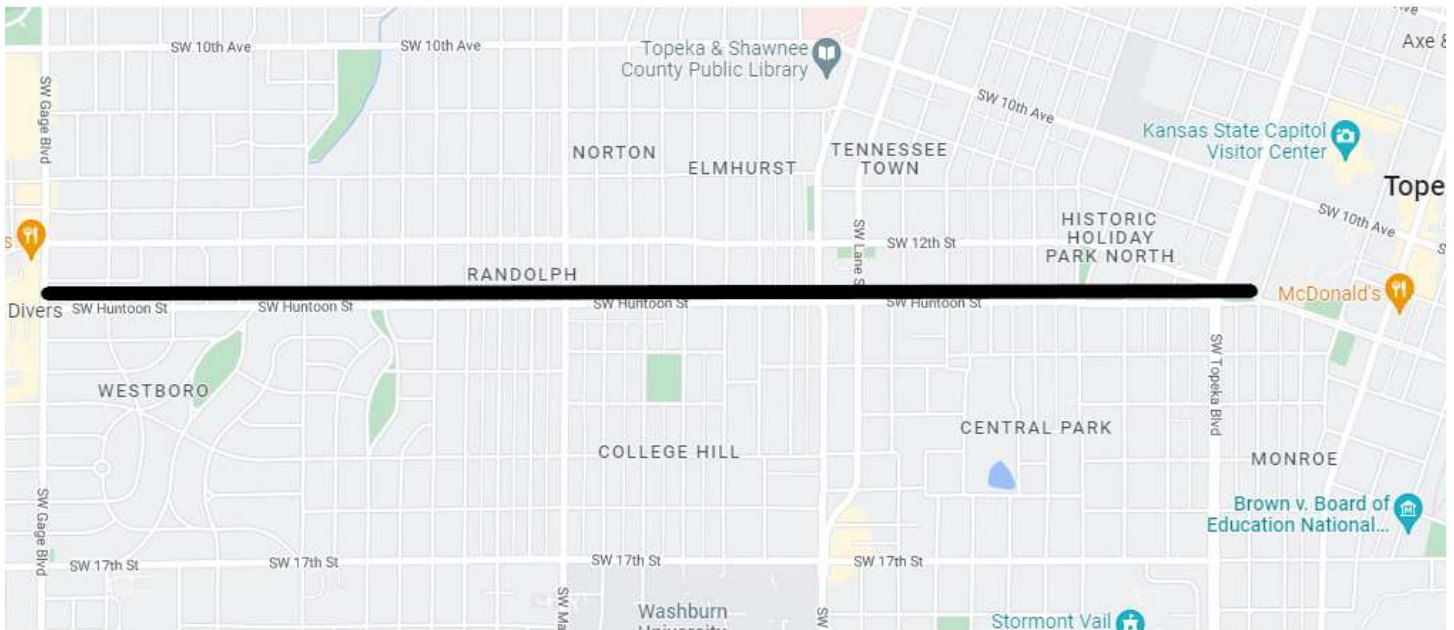
- A. Project understanding
- B. Project approach
- C. Company background
- D. Similar experience
- E. Project team
- F. Proposed design schedule
- G. Exhibit (limit 1 page; 8"x11.5" or 11"x17"; e.g. preliminary alignment for the Project, plan-profile sheet from a previous project, public relations flier from previous project)

VIII. Selection Process

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

- A. 20% Project Understanding
- B. 20% Project Approach
- C. 15% Company Background
- D. 15% Similar Experience
- E. 15% Project team
- F. 15% Proposed Design Schedule

Project Limits



SW Huntoon Street: Gage Blvd. to Harrison Street

Capital Improvement Project Summary

Project Name:	Huntoon (2 Lanes) Gage to SW Harrison	Council Priority:	Investing in Infrastructure
Project Number:	701028.00	Project Year(s):	2023 to 2028
Department:	Public Works	Estimated Useful Life:	30 Year(s)
Division:	Street	Contact:	Mark Schreiner
Council District(s):		New to CIP?	No
Type:	Repair/Replace	If Not New, First Year in CIP:	
Project Status:		Previously Approved in CIB:	\$600,000
Primary Funding Source:	Countywide JEDO Sales Tax	New money in CIB:	\$400,000
Estimated Operating Cost		Total Current CIB:	\$1,000,000
CIP Years 4-10:	\$7,260,000	Total Project Cost:	\$8,260,000

Project Description:

This project reconstructs Huntoon between Gage and Harrison. A concept phasing plan will be established in 2023 and will identify utility (both public and private) conflict points and conditions. Construction is currently anticipated to occur over 3 years from 2026 to 2028.

Project Justification:

This project was identified in 2016 by the Joint Economic Development Organization (JEDO) as an infrastructure improvement and quality of life project to be completed using Countywide Half-Cent sales tax dollars. The underlying structure of the road is deteriorating and in need of reconstruction.

History:

The JEDO interlocal agreement was entered into on April 19th, 2016 between the City of Topeka and Shawnee County. The agreement includes a half-cent sales tax that is used for economic development and infrastructure projects.

Measures	Time/Location	Infrastructure	Council Priority	Impact on Budget	Equity	External Funding	Total Score (0-100)
Score	1.5	2	2.75	2	1	4	53

Project Estimates	2023	2024	2025	2026	2027	2028-2032	Total CIP
Design/Admin Fees	\$ 100,000	\$ 500,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 900,000
Right of Way	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Construction/Service Fees	\$ -	\$ -	\$ -	\$ 3,630,000	\$ 3,630,000	\$ -	\$ 7,260,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financing Costs (Temp Notes)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost of Issuance (Rev/GO Bonds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Reserve Fund (Rev Bond)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 100,000	\$ 500,000	\$ 400,000	\$ 3,630,000	\$ 3,630,000	\$ -	\$ 8,260,000

Financing Sources	2023	2024	2025	2026	2027	2028-2032	Total CIP
G.O. Bonds and or ARPA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Bonds and or ARPA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fix Our Streets Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Countywide JEDO Sales Tax	\$ 100,000	\$ 500,000	\$ 400,000	\$ 3,630,000	\$ 3,630,000	\$ -	\$ 8,260,000
Operating Fund General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Fleet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund IT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Wastewater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.O. Bonds - Special	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 100,000	\$ 500,000	\$ 400,000	\$ 3,630,000	\$ 3,630,000	\$ -	\$ 8,260,000



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Braxton Copley, Public Works Director **DOCUMENT #:**
SECOND PARTY/SUBJECT: Hotel Topeka ADA Path, Sidewalk and Loading Dock Repairs **PROJECT #:**
CATEGORY/SUBCATEGORY 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$125,662 from the Unassigned Reserve Fund for site improvements at Hotel Topeka.

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

(Approval would allow for construction of a handicap accessible walkway from Topeka Boulevard to Hotel Topeka, repairs to the existing sidewalk on the exterior of the building and repairs to the existing loading dock on the north side of the hotel. The Policy and Finance Committee will consider this item at the June 11, 2024 Committee meeting.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the recommendation of the Public Infrastructure Committee.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

This is for construction of a handicap accessible walkway from Topeka Boulevard to Hotel Topeka, repairs to the

existing sidewalk on the exterior of the building and repairs to the existing loading dock on the north side of the hotel. An engineering scope and fee of \$15,000, a contingency fee of 10% and taxes are included in the estimate. The Policy and Finance Committee will consider this item at the June 11, 2024 Committee meeting.

BUDGETARY IMPACT:

\$125,662.00

SOURCE OF FUNDING:

Excess Funds from the 2023 Unreserved Fund Balance. This project meets one or more of the conditions stated in Resolution No. 9512 for use of said funds.

ATTACHMENTS:

Description

Resolution

Capital Request Form

Cook, Flatt and Strobel ADA Path Estimate

Cook, Flatt and Strobel Sidewalk & Loading Dock Repairs Estimate

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle
5 Hoferer, authorizing the use of \$125,662 from the Unassigned
6 Reserve Fund for site improvements at Hotel Topeka.
7

8 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned
9 Reserve Fund expenditures that requires Governing Body authorization; and

10 WHEREAS, there's a need for site improvements at Hotel Topeka; and

11 WHEREAS, the Governing Body agrees with the need for these improvements.

12 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
13 CITY OF TOPEKA, KANSAS, that it authorizes \$125,662 from the Unassigned Reserve
14 Fund for site improvements including an ADA accessible path with sidewalks and ramps,
15 loading dock repairs and sidewalk repairs at Hotel Topeka. This project meets one or more
16 of the conditions stated in Resolution No. 9512 for use of said funds.

17 ADOPTED and APPROVED by the Governing Body _____.

18
19 CITY OF TOPEKA, KANSAS

20
21
22
23
24 _____
Michael Padilla, Mayor

25 ATTEST:

26
27
28
29 _____
30 Brenda Younger, City Clerk

Capital Request Form

Location

Hotel Topeka at City Center

Scope

This is for construction of handicap accessible walkway from Topeka Boulevard to hotel, repairs to the existing sidewalk on the exterior of the building and repairs to the existing loading dock on the north side of the hotel. An engineering scope and fee of \$15,000, a contingency fee of 10% and taxes are included in the estimate.

Proposal #1
Proposal #2
Proposal #3

Date	Vendor	Quote
5/22/2024	Cook, Flatt & Strobel	\$ 125,662.00

Budget

Actual \$ 125,662.00

If Over Budget Why?

Make sure all proposals at attached

Questions: Do they have workers Compensation insurance
Copy of insurance with our entity additional insured
What is the warranty on the work performed

Approval:
General Manager

Approval:
Regional Director of Operations

Approval:
TDC Executive Director

Approval:
TDC President



May 17, 2024

Cook, Flatt & Strobel Engineers

2930 SW Woodside Drive
Topeka, Kansas 66614
(785) 272-4706 Office
(785) 272-4736 Fax

cfse.com

Other Offices:
Lawrence, Kansas
Holton, Kansas
Kansas City, Kansas
Kansas City, Missouri
Springfield, Missouri
Jefferson City, Missouri

Wayne Wazlawik
Hotel Topeka at City Center
1717 SW Topeka Blvd.
Topeka, KS 66612

Re: Hotel Topeka at City Center

Dear Wayne:

We propose to furnish professional design, survey and engineering services Hotel Topeka at City Center in Topeka, KS (hereinafter called the "project").

The proposed scope of services and fee proposal are as follows, contractual details and other pertinent information can be included upon your acceptance of the proposal:

Site Survey	\$2,500.00
Civil Construction Plans (Site/Utilities/Grading).....	\$7,000.00
Bidding Phase.....	\$2,500.00
Construction Administration/Inspection	\$3,000.00
TOTAL LUMP SUM FEE.....	\$15,000.00

Payment will be made monthly based on progress invoices prepared by CFS. CFS will begin services promptly after the receipt of your acceptance of this proposal.

Board of Directors:
Kenneth M. Blair, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Lance W. Scott, P.E.
Sabin A. Yañez, P.E.

If there are protracted delays exceeding one year for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Provided this proposal is satisfactory, please date, sign below and return to our office.

Senior Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Todd R. Polk, P.E.
Lucas W. Williams, P.E.

The opportunity to provide this service to you is appreciated.

Respectfully,
Cook, Flatt and Strobel Engineers, P.A.

Kevin Holland, P.E.
Senior Vice President

Associates:
Jimmy L. Adams, CWI
Adam M. McEachron, P.E.
Casey Moore, I.E.
Gene E. Petersen, P.E.

Accepted this _____ day of _____, 2024

Hotel Topeka at City Center

By: _____
Authorized Agent

Hotel Topeka at City Center



Cook, Flatt & Strobel
 ENGINEERS, P.A.
 2930 SW Woodside Drive
 Topeka, KS 66614

Preliminary Estimate

Item	Description	Quantity	Units	Engineer's Estimate	
				Unit Cost	Total Cost
1	Sidewalk from Topeka Boulevard 410 LF (5' Sidewalk) @\$8/SF	1	L.S.	\$ 41,000.00	\$ 41,000
	4 Handicap Ramps				
	Earthwork				
	Seeding				
2	Sidewalk Repairs	800	S.F.	\$ 20.00	\$ 16,000
3	Dock/Paving Repairs	1	L.S.	\$ 35,000.00	\$ 35,000
				Subtotal	\$ 92,000
				Taxes (9.35%)	\$ 8,602
				Subtotal	\$ 100,602
	Engineering	1	L.S.	\$ 15,000.00	\$ 15,000
	Contingencies			10%	\$ 10,060
				TOTAL	\$ 125,662



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Braxton Copley, Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Hotel Topeka Fire and Smoke Damper Actuators Replacement
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$59,589.19 from the Unassigned Reserve Fund for the replacement of faulty smoke and fire damper actuators at Hotel Topeka.

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

(Approval would allow the transfer of \$59,589.19 to the Topeka Development Corporation (TDC) to replace faulty smoke and fire damper actuators at the Hotel Topeka. The Policy and Finance Committee will consider this item at the June 11, 2024 Committee meeting.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the recommendation of the Public Infrastructure Committee to approve funding that will allow TDC to replace faulty smoke and fire damper actuators in 36 guest rooms at Hotel Topeka.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Hotel Topeka staff have completed an evaluation of all fire and smoke dampers. In the hotel, 13 actuators on

each floor are mechanically activated and 26 actuators on each floor are operated by a fusible link that once melted, will shut the damper. Staff have identified that 36 of the mechanically activated dampers need to be replaced or repaired. To do the work, access panels must be installed. To address the immediate life safety issue, all of the mechanically operated dampers have been closed. Johnson Controls has provided a cost estimate of \$34,344.00 to remove and replace the faulty fire and smoke damper actuators, and Kelley Construction Co. has provided a cost estimate of \$27,650.00 to expand access panel openings and install new access panels and patchwork for each room, totaling \$59,589.19 including tax. The Policy and Finance Committee will consider this item at the June 11, 2024 Committee meeting.

BUDGETARY IMPACT:

\$59,589.19

SOURCE OF FUNDING:

Excess Funds from the 2023 Unreserved Fund Balance. This project meets one or more of the conditions stated in Resolution No. 9512 for use of said funds.

ATTACHMENTS:

Description

Resolution

Capital Request Form

Johnson Controls Quote

Kelley Construction Co. Quote 1

Kelley Construction Co. Quote 2

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle
5 Hoferer, authorizing the use of \$59,589.19 from the Unassigned
6 Reserve Fund for the replacement of faulty smoke and fire damper
7 actuators at Hotel Topeka.

8
9 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned
10 Reserve Fund expenditures that requires Governing Body authorization; and

11 WHEREAS, there are 36 sleeping rooms in Hotel Topeka with faulty fire and smoke
12 damper actuators that need replaced; and

13 WHEREAS the Governing Body agrees with the need to replace the actuators.

14 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
15 CITY OF TOPEKA, KANSAS, that it authorizes \$59,589.19 from the Unassigned Reserve
16 Fund to replace faulty smoke and fire damper actuators in Hotel Topeka. This project
17 meets one or more of the conditions stated in Resolution No. 9512 for use of said funds.

18 ADOPTED and APPROVED by the Governing Body _____.

19
20 CITY OF TOPEKA, KANSAS

21
22
23
24
25 _____
Michael Padilla, Mayor

26 ATTEST:

27
28
29
30 _____
31 Brenda Younger, City Clerk

Capital Request Form

Location

Hotel Topeka at City Center

Scope

Remove and replace faulty fire and smoke damper actuators from 36 sleeping rooms. Expand access panel opening and install new access panel to install new damper actuators. Patchwork for each room was requested in the estimate.

- Proposal #1
- Proposal #2
- Proposal #3
- Proposal #4
- Proposal #5
- Proposal #6
- Proposal #7
- Proposal #8

Date	Vendor	Quote
	Johnson Controls/Benchmark	\$ 71,886.45
	Johnson Controls/Kelley	\$ 59,589.19
	Johnson Controls/RVS	\$ 92,667.56
	Johnson Controls/Murray & Sons	\$ 62,914.52
	P1 Service/Benchmark	\$ 80,256.10
	P1 Service/Kelley	\$ 67,958.84
	P1 Service/RVS	\$ 101,037.21
	P1 Service/Murray & Sons	\$ 71,284.17

Budget Not Budgeted

Actual \$ 59,589.19

If Over Budget Why?

Make sure all proposals at attached

- Questions:**
- Do they have workers Compensation insurance
 - Copy of insurance with our entity additional insured
 - What is the warranty on the work performed

		Date
Approval:	Wayne Wazlawik	5/10/2024
	General Manager	
		Date
Approval:		
	Regional Director of Operations	
		Date
Approval:		

Capital Request Form

Location

Hotel Topeka at City Center

Scope

Remove and replace faulty fire and smoke damper actuators from 36 sleeping room damper actuators. Patchwork for each room was requested in the estimate.

Proposal #1
Proposal #2
Proposal #3
Proposal #4
Proposal #5
Proposal #6
Proposal #7
Proposal #8

Date	Vendor	Quote
5/2/2024	Johnson Controls	\$ 37,555.16
5/7/2024	P1 Service, LLC	\$ 45,924.81

Budget

Actual \$

If Over Budget Why?

Make sure all proposals at attached

Questions:

- Do they have workers Compensation insurance
- Copy of insurance with our entity additional insured
- What is the warranty on the work performed

er

ms. Expand access panel opening and install new access panel to install new

Date

Approval:

Wayne Wazlawik	5/10/2024
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General Manager

Date

Approval:

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Regional Director of Operations

Date

Approval:

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Capital Request Form

Location

Hotel Topeka at City Center

Scope

Remove and replace faulty fire and smoke damper actuators from 36 sleeping rooms. Patchwork for each room was requested in the estimate.

Proposal #1
 Proposal #2
 Proposal #3
 Proposal #4
 Proposal #5
 Proposal #6
 Proposal #7
 Proposal #8

Date	Vendor	Quote
5/8/2024	Benchmark Property Remodeling	\$ 34,331.29
5/8 & 5/9/2024	Kelley Construction	\$ 22,034.03
5/8/2024	RVS Drywall	\$ 55,112.40
5/10/2024	Murray and Sons Construction Co.	\$ 25,359.36

Budget Not Budgeted

Actual \$ 22,034.03

If Over Budget Why?

Make sure all proposals at attached

- Questions:**
- Do they have workers Compensation insurance
 - Copy of insurance with our entity additional insured
 - What is the warranty on the work performed

er

ms. Expand access panel opening and install new access panel to install new

Date

Approval:

Wayne Wazlawik	5/10/2024
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General Manager

Date

Approval:

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Regional Director of Operations

Date

Approval:

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HOTEL TOPEKA FIRE SMOKE DAMPER ACTUATORS
Quote Prepared by John White
05/03/2024



PROPOSAL

Account Information

Bill To:	HOTEL TOPEKA AT CITY CENTER 1717 SW TOPEKA BLVD TOPEKA KS USA 66612
Quote Reference Number:	1-1P1T9YLB
Project Name:	HOTEL TOPEKA FIRE SMOKE DAMPER ACTUATORS
Site:	HOTEL TOPEKA AT CITY CENTER 1717 SW TOPEKA BLVD TOPEKA KS 66612-1410
Branch Info:	JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Attn:	Juan Lim

Customer Information

Name: Juan Lim

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$34,344.00

This proposal is valid through: 06/02/2024

HOTEL TOPEKA AT CITY CENTER

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work: Furnish and install quantity of 36 new fire smoke damper actuators for 120 volt application.

Excludes any associated ceiling work or ceiling repair.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or

otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE: JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES.; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail NO: Please submit via _____

Wayne Wazlawik

From: bshepherd@kelley-construction.com
Sent: Thursday, May 9, 2024 3:54 PM
To: Wayne Wazlawik
Subject: RE: Hotel Topeka Access Doors

Wayne,

The cost to repair the ceiling around our work to include drywall repair, texture, and paint would be \$250 per room.

Bernard Shepherd
Project Manager



Kelley Construction Co., Inc.
P.O. Box 750256
2548 NW Button Road
Topeka, Kansas 66675
785/235-6040 fax: 785/235-3305 cell: 785/221-3086
www.kelley-construction.com

From: Wayne Wazlawik <Wazlawikw@gfhotels.com>
Sent: Thursday, May 9, 2024 3:37 PM
To: bshepherd@kelley-construction.com
Subject: RE: Hotel Topeka Access Doors

Thank you for submitting your proposal. If you had to patch, retexture or paint some areas, how much would that be per room?

Thank you.

*Wayne A. Wazlawik
General Manager
Hotel Topeka at City Center
1717 SW Topeka Blvd.
Topeka, KS 66612
Phone: (785) 431-4725
Fax: (785) 232-8379*

From: bshepherd@kelley-construction.com <bshepherd@kelley-construction.com>
Sent: Wednesday, May 8, 2024 3:45 PM
To: Wayne Wazlawik <Wazlawikw@gfhotels.com>
Subject: Hotel Topeka Access Doors

Bernard Shepherd
Project Manager



Kelley Construction Co., Inc.
P. O. Box 750256
2548 NW Button Road
Topeka, Kansas 66675
785/235-6040 fax: 785/235-3305 cell: 785/221-3086
www.kelley-construction.com



May 8, 2024

Kelley Construction
2548 NW Button Rd
Topeka, KS 66618

Ref.: Hotel Topeka Access Doors

Dear Sirs,

Kelley Construction is proposing to provide and install a total of 36-12"x18" access doors in the ceilings of select rooms for the sum of \$11,150.00. The work will include cutting out the drywall, reworking the framing as needed and installing the new access door. We do not include drywall finishes or painting. We will clean up debris from our work. This quote is good for 30 days.

If you have any questions, please feel free to contact us.

Sincerely,

KELLEY CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read 'Bernard Shepherd', is written over the printed name.

Bernard Shepherd
Project Manager

P.O. Box 750256
Topeka, KS 66675
Tel (785) 235 6040
Fax (785) 235 3305
kelley-construction.com



including engines, trucks, aerials and specialty vehicles. Ensuring the availability of reliable apparatus at all times is crucial. Due to delays in manufacturing, to ensure delivery of the apparatus in 2027, we need to complete the ordering process.

The amount of \$2,129,198 would cover the apparatus and loose equipment on the apparatus.

The Public Infrastructure Committee recommended approval on June 12, 2024.

BUDGETARY IMPACT:

The projected cost breakdown for the 2027 Fire apparatus is Apparatus Cost: \$1,961,000; Hose and Loose Equipment: \$114,000; Bond Issuance: \$54,000. The total budget amount is \$2,129,128.

SOURCE OF FUNDING:

Financed through General Obligation Bonds

ATTACHMENTS:

Description

Resolution

PI Committee Report (June 12, 2024)

PI Committee Minutes (Draft) June 12, 2024

Resolution No. 9520

2025-2034 CIP - 2027 Fire Replacement Program

2027 Apparatus Projected Cost Breakdown

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler
5 recommending approval of Project No. 900034.00 for the 2027 Fire
6 Department Fleet Replacement Program.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2025-2034
9 Capital Improvement Program and the 2025-2027 Capital Improvement Budget (Resolution
10 No. 9520); and

11 WHEREAS, the Resolution requires Governing Body approval for projects that are
12 ready for construction and whose total project budget exceeds \$250,000; and

13 WHEREAS, at its meeting on June 11, 2024, the Public Infrastructure Committee
14 recommended approval of the project.

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project No. 900034.00 for the 2027 Fire Department
17 Fleet Replacement Program is hereby approved with the following budget:

18	Apparatus Cost	\$1,961,000
19	Hose and Loose Equipment	\$114,000
20	<u>Bond Issuance Costs</u>	<u>\$54,000</u>
21	Total project cost:	\$2,129,198

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23
24 ADOPTED and APPROVED by the Governing Body on _____.
25 CITY OF TOPEKA, KANSAS

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30 _____
31 Michael A. Padilla, Mayor

32 ATTEST:

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35 _____
36 Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - Project Budget Exceeding \$250,000 - 2027
Fire Department Fleet Replacement

Date referred from Council meeting:

Date referred from Committee: June 12, 2024

Committee Action: MOTION: Committee member Dobler made a motion to approve the request. Committee member Banks seconded. Approved 3-0-0.

Comments:

Amendments:

Members of Committee: Councilmembers Sylvia Ortiz (Chair), David Banks, and Neil Dobler

Agenda Date Requested: June 18, 2024



CITY OF TOPEKA

CITY COUNCIL COMMITTEE
MEETING MINUTES

PUBLIC INFRASTRUCTURE COMMITTEE

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: 785-368-3710
Fax: 785-368-3958
www.topeka.org

Date: June 12, 2024 - SPECIAL MEETING
Time: 10:30 a.m.
Location: Virtual Attendance Only via Zoom

Committee members present: Council members Sylvia Ortiz (Chair), David Banks, and Neil Dobler

City staff present: Fire Chief Randy Phillips, Interim City Manager Richard Nienstedt, Senior City Attorney Brandy Roy-Bachman

Call to Order

Chairwoman Ortiz called the meeting to order at 10:30am. Committee members introduced themselves.

Approval of May 21, 2024 Meeting Minutes

Committee member Banks made a motion to approve the May 21, 2024 meeting minutes. Committee member Dobler seconded. Motion approved 3-0-0.

CIP Projects over \$250K - Fire Apparatus

Fire Chief Randy Phillips introduced an item that he is seeking approval from the Committee. The total project budget is \$2,129,128. It is part of the 2027 CIB, that was approved by the Governing Body in April. As this project exceeds the \$250K threshold, it is required to be vetted and approved by the Public Infrastructure Committee and the Governing Body.

The cost breakdown is as follows:

- Apparatus cost: \$1,961,000
- Hose & Loose Equipment for both apparatus: \$114,000
- Bond Issuance: \$54,000

Chief Phillips explained that this project is to purchase two (2) engine company apparatus as part of the Fleet Replacement Program for 2027. The City was informed by the vendor that, in order to ensure delivery of the apparatus during 2027, the Purchase Order (PO) would need to be submitted to them by the end of June. Because the City bonds the apparatus, the requirement is that the equipment must be on-site the year of the bond issuance.

Committee member Banks referenced past contracts with apparatus businesses and they had not been of sufficient standard. He inquired who the builder of this apparatus would be? Chief Phillips responded that Pierce Manufacturing from Appleton, WI is the builder of the apparatus, and the City works with their local dealer, Conrad Fire Equipment out of Olathe, KS to obtain the apparatus. He noted that the City has placed the last number of orders for apparatus with Pierce Manufacturing.

Chairwoman Ortiz inquired which station this apparatus would be assigned to? Chief Phillips was not sure at this time. He noted that, between now and 2027, there are five (5) other engine company apparatus that will be coming in. Anytime new apparatus arrive, a team from the Fire Department meets with the Fleet shop prior to arrival to review where the oldest apparatus are, if there are apparatus that have been having higher than normal maintenance costs and getting those out first. Depending on where those locations are, the new apparatus will be assigned to those stations.

MOTION: Committee member Dobler made a motion to approve the request. Committee member Banks seconded. Motion approved 3-0-0.

Adjourn

Chairwoman Ortiz adjourned the meeting at 10:36am.

This meeting can be viewed online at:

28 **(a) G.O. Bonded Projects.** With regard to the projects identified in the
29 CIP Book for 2025, 2026 and 2027 that have General Obligation Bonds listed as a
30 financing source, the Governing Body finds that the public improvements described
31 are necessary and serve the public interest. Accordingly, pursuant to TMC Section
32 A12-1, the Governing Body authorizes such projects and approves all project
33 budgets, including amended budgets, as described in the individual project pages of
34 the CIP Book. In accordance with the City’s debt management policy codified in
35 Resolution No. 8818, staff may use other legally allowable funding sources in lieu of
36 issuing debt.

37 **(b) Enterprise Funded Projects.** With regard to the projects identified in
38 the CIP Book for 2025, 2026 and 2027 with Revenue Bonds listed as a financing
39 source, the Governing Body finds that the improvements to its waterworks system,
40 sanitary and/or stormwater system are necessary and serve the public interest.
41 Accordingly, pursuant to TMC Sections A12-1 and A18-3(d), the Governing Body
42 authorizes such projects, and approves all project budgets, including amended
43 budgets, as described in the individual project pages of the CIP Book. No revenue
44 bonds shall be issued unless the Governing Body enacts a separate resolution and
45 notice of intent to issue revenue bonds in accordance with K.S.A. 10-1201 *et seq.*

46 **(c) Cash-Funded Projects.** With regard to the projects identified in the
47 CIP Book for 2025, 2026 and 2027 with sales tax, operations or federal funds as the
48 financing source, the Governing Body finds that the public improvements are
49 necessary and serve the public interest. Accordingly, the Governing Body

50 authorizes such projects and approves all project budgets, including amended
51 budgets, as described in the individual project pages of the CIP Book.

52 (d) **Projects over \$250,000.** With regard to a project that is ready for
53 construction and whose total project budget exceeds \$250,000, the Governing
54 Body, after considering a recommendation from the Public Infrastructure
55 Committee, shall consider whether to authorize the project. If the project budget
56 exceeds the amount approved by more than 15%, the project shall not continue
57 unless the Governing Body approves an amended project budget.

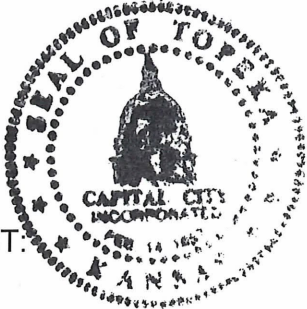
58 3. The City both reasonably expects and intends to finance the costs of said
59 improvements (other than the Cash-Fund Projects in section c) from the proceeds of bonds
60 of the City. The City does hereby express its official intent to reimburse any such pre-
61 issuance original expenditures (as defined in Treas. Reg. I.150-2(c)) made by it on or after
62 the date which is 60 days before the date of this Resolution from the proceeds of such
63 bonds in the estimated maximum principal amount of \$28,451,781. The City will issue
64 such bonds for such purposes and make the reimbursements within eighteen (18) months
65 after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months
66 after the date on which the property resulting from the expenditure was placed in service.
67 Provided, that, in any event, the City must make the reimbursement allocation within three
68 (3) years after the date the expenditure was paid. This Resolution, as the expression of the
69 governing body's official intent regarding the matters described herein, will be available for
70 public inspection in the City Clerk's office at City Hall during regular business hours of the
71 City.

72 4. This Resolution shall become effective upon passage and approval by the
73 Governing Body.

74 ADOPTED and APPROVED by the Governing Body on April 16, 2023.

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CITY OF TOPEKA, KANSAS



Michael A. Padilla

Michael A. Padilla, Mayor

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ATTEST.

Brenda Younger
Brenda Younger, City Clerk

Capital Improvement Project Summary

Project Name: 2027 Fire Department Fleet Replacement
Project Number: 900034.00
Primary Funding Source: G.O. Bonds
Multiple Funds: No
Council District(s): Multiple
Total Budget \$ 2,129,198

Department: Fire
Division: 0
Contact: Randy Phillips
New Project? No
1st CIP Year:
Type: Program

Project Description & Justification:

This project finances the replacement of Fire apparatus vehicles, including engines, trucks, aerials, and specialty vehicles. Ensuring the availability of reliable apparatus at all times is crucial, as mechanical failures or damage can result in delayed service to the community. The department recommends transferring each front-line vehicle to the reserve pool after ten years of service and replacing reserve pool vehicles after fifteen years. Fire apparatus stands as one of the fire department's most vital and visible components. It not only transports staff to incidents but also carries the necessary tools and equipment for their tasks. Keeping the apparatus up to date is essential to ensure that staff can promptly and safely respond to each call.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Technology	\$ -	\$ -	\$ -	\$ 2,129,198	\$ -	\$ -	\$ -	\$ 2,129,198
Totals	\$ -	\$ -	\$ -	\$ 2,129,198	\$ -	\$ -	\$ -	\$ 2,129,198
Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
G.O. Bonds	\$ -	\$ -	\$ -	\$ 2,129,198	\$ -	\$ -	\$ -	\$ 2,129,198
Totals	\$ -	\$ -	\$ -	\$ 2,129,198	\$ -	\$ -	\$ -	\$ 2,129,198



**TOPEKA FIRE
DEPARTMENT**

Randy Phillips, Fire Chief
324 SE Jefferson Street
Topeka, KS 66607

Tel: 785-368-4000
Fax: 785-368-4030
www.topeka.org

To: Governing Body
From: Randy Phillips, Fire Chief
Date: June 7, 2024
Subject: Purchase of 2027 Fire Apparatus

Governing Body,

This item is for the purchase of two engine company fire apparatus for 2027 as part of the Fire Department fleet replacement program. The total project amount shown below, along with a projected cost breakdown, has been previously approved during the CIP process and is being brought back before you as it exceeds \$250,000. This project will be going through the Public Infrastructure Committee for potential approval prior to it being added to the council agenda for June 18th. To insure delivery of the apparatus during 2027 we have to have the PO issued to the vendor by the end of June due to extended deadlines with the manufacturer. I want to thank Finance, Legal, and Procurement for all of their assistance in this process. If you have further questions, please contact me.

<u>Total Budget:</u>	<u>\$2,129,128</u>
Apparatus Cost:	\$1,961,000
Hose & Loose Equipment:	\$114,000
Bond Issuance:	\$54,000

Respectfully,

Randy Phillips
Fire Chief



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
CONTACT PERSON: Rhiannon M. Friedman, **DOCUMENT #:**
Planning and
Development Director
SECOND PARTY/SUBJECT: Neighborhood **PROJECT #:**
Revitalization Plan
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the renewal and adoption of the Neighborhood Revitalization Program for years 2025-2027.

(The current plan is set to expire December 31, 2024.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The current Neighborhood Revitalization Plan (NRP) is set to expire on December 31, 2024. The current NRP boundary is based on the 2020 Topeka Neighborhood Health Map. This NRP renewal updates the boundary so that it is in sync with the current 2023 neighborhood health map. The proposed NRP would last through December 31, 2027.

STAFF RECOMMENDATION:

Preview proposed 2025-2027 Plan and discuss with no action.

Next steps would be to address any comments and begin presenting Plan to other taxing entities in July and August for their comments. Afterwards, schedule a public hearing with Governing Body to adopt Plan in fall and submit to other taxing entities for their approval prior to December 31, 2021.

BACKGROUND:

_Topeka's Neighborhood Revitalization Plan began in 1994. The State of Kansas authorized the program through the Neighborhood Revitalization Act. Topeka was the first city in Kansas to adopt a local plan.

While the plan and program have had variations throughout the years, it has been continuously administered by the City since 1995 resulting in \$504 million of new investment (approximately \$390 for commercial and \$126 million for residential). With participating taxing entities rebating \$63 million over that time, the program has leveraged \$8 of private investment for every public dollar rebated.

BUDGETARY IMPACT:

All taxing entities participate with an interlocal agreement. The other participation tax entities are: Unified School Districts Nos. 345, 437, 450 and 501; the Board of County Commissioners of Shawnee County; Topeka Metro Transit Authority; Metro Topeka Airport Authority; Topeka & Shawnee County Library and Washburn University. There have been 9 plan renewals (every 3-5 years). The current plan expires on December 31, 2024.

The City does not lose any current tax revenue but rebates any increases in property tax as result of new improvements. Over the most recent term of the Plan (2022-24), the City of Topeka received approximately \$1.9 million of new tax generated by past projects and rebated approximately \$710,000 annually in property taxes to current projects.

SOURCE OF FUNDING:

Not applicable.

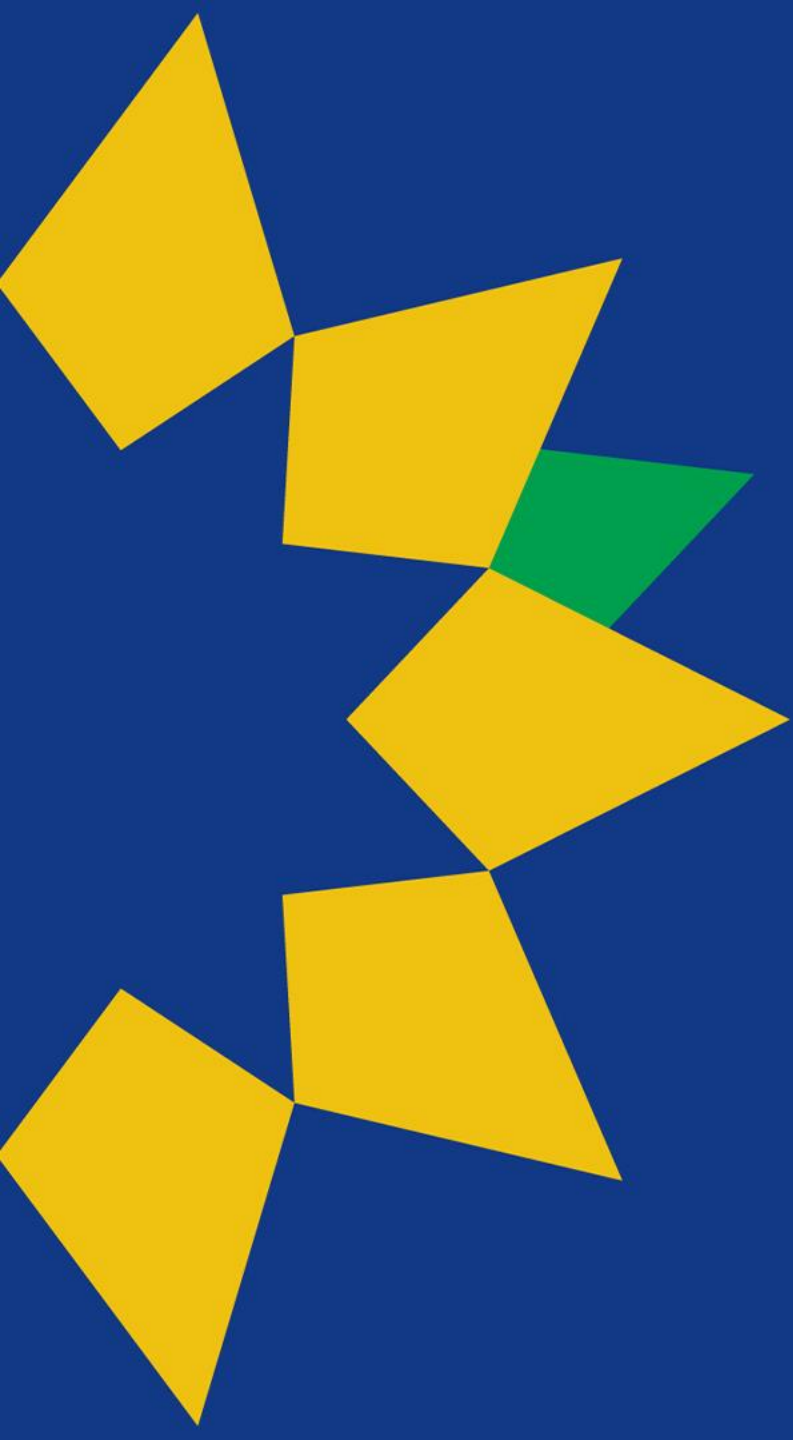
ATTACHMENTS:

Description

NRP Update Presentation

NRP 2025-2027

NRP Boundary Map



CITY OF
TOPEKA



City of Topeka Neighborhood Revitalization Plan

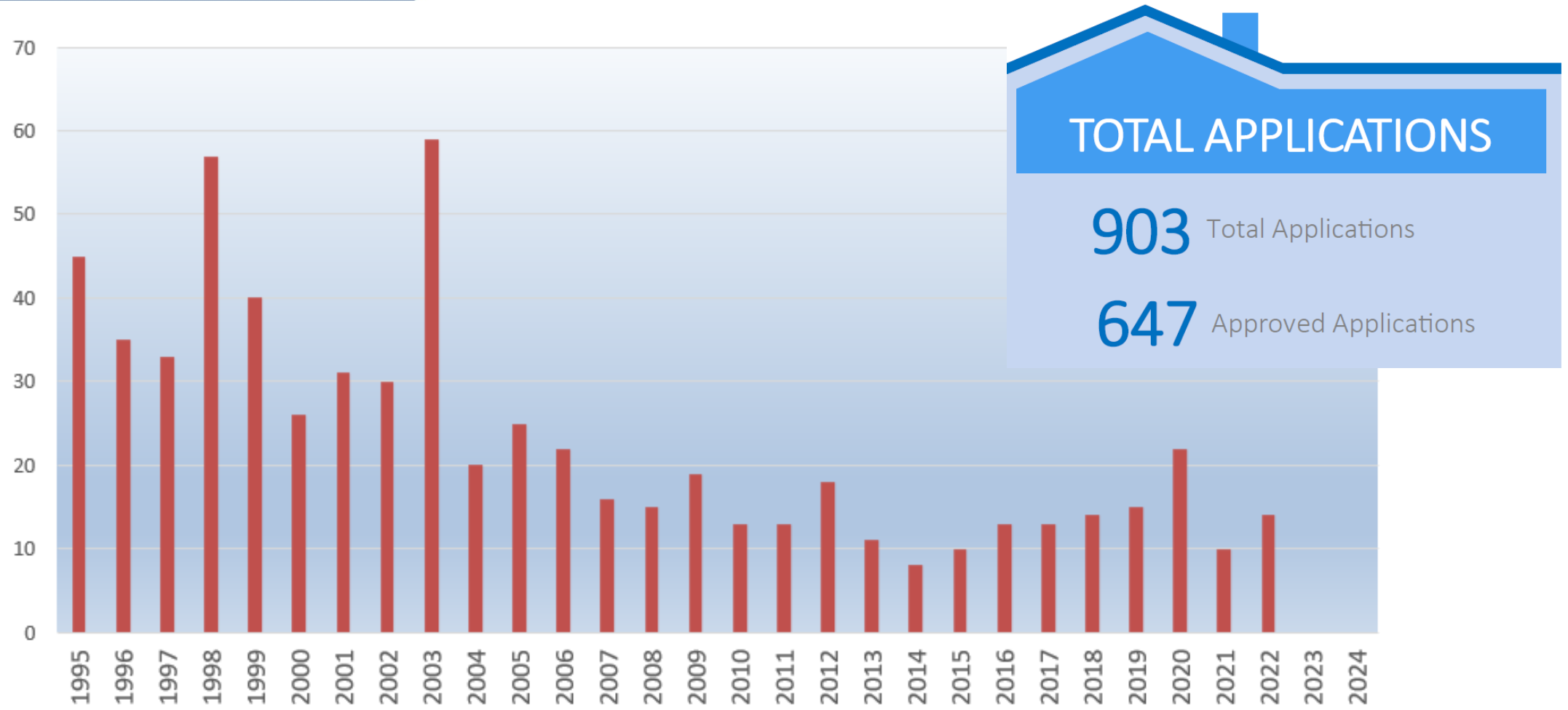
2025-2027 Renewal

Background

- Topeka was first city to adopt Neighborhood Revitalization Plan (NRP) as authorized by State legislation (1995)
- City has approved 9 times since 1995 with 100% participation of impacted tax entities
- Current plan expires on 12/31/2024



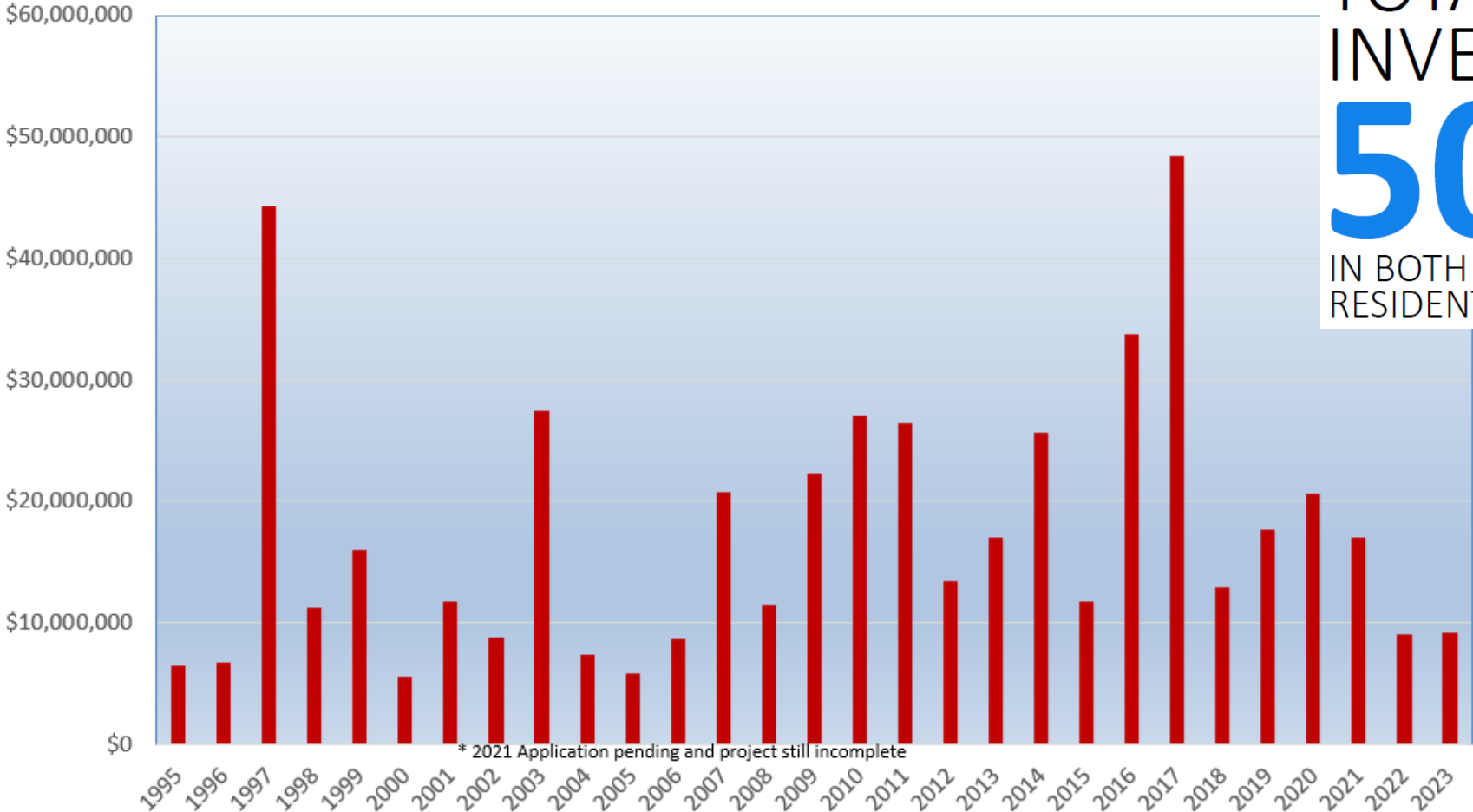
NRP Applications – Approved



Applications pending approval 2023/24



Total Investment Amount



TOTAL INVESTED
504 MILLION DOLLARS
IN BOTH COMMERCIAL AND RESIDENTIAL PROPERTIES



Return on Investment (2006-2023)

FOR EVERY
DOLLAR
REBATED
\$ 8 ARE
INVESTED

New Tax Revenue

All Taxing Units = \$34M

City of Topeka = \$8.3M



Neighborhood Health 2004-2024

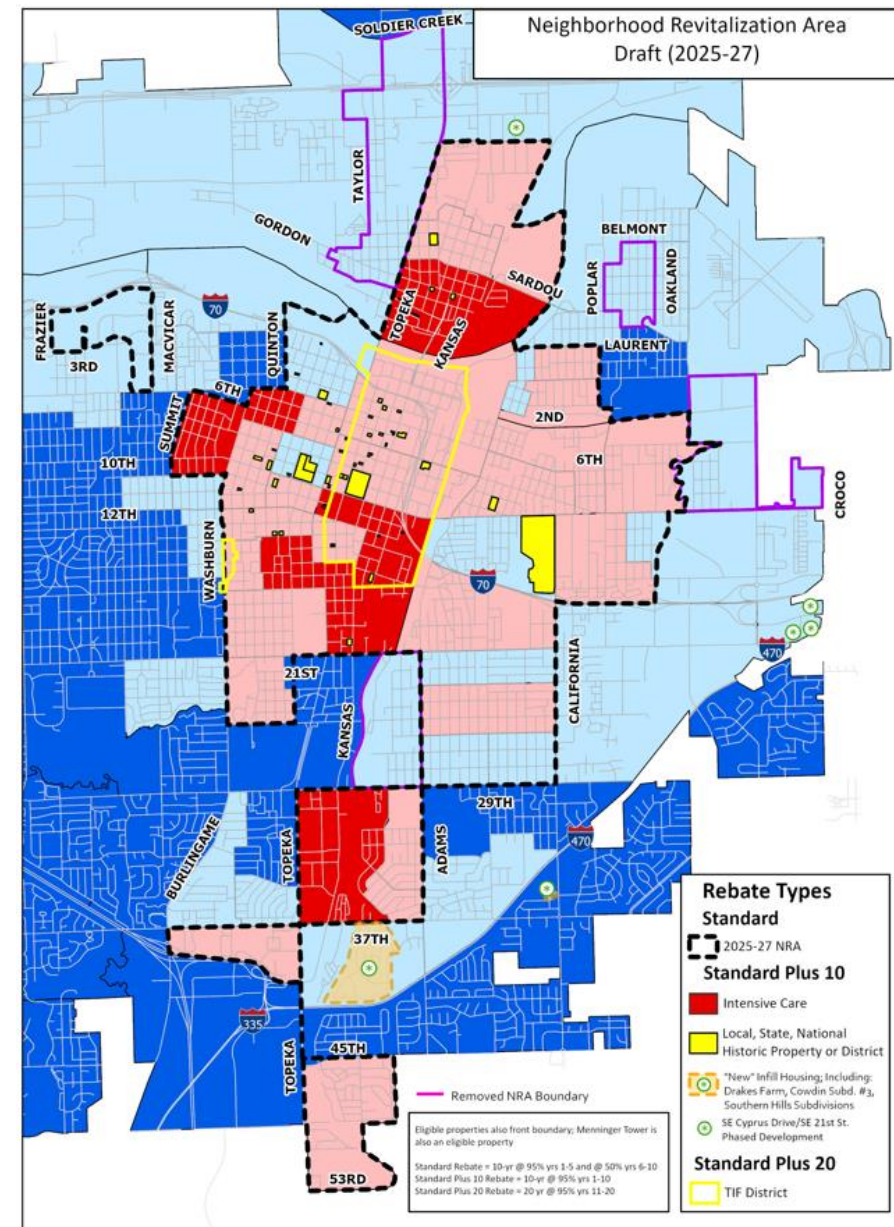
INTENSIVE CARE	\$52,412,754	14%
AT RISK	\$212,369,359	56%
OUTPATIENT	\$80,586,612	21%
HEALTHY	\$30,636,867	8%





Area

- Targets “At Risk”/”Intensive Care”
- 2023 Neighborhood Health data
- Reduces Boundary 1 sq. mile (19% of city)



If... appraised property value increases:

- 10% min. = Residential
- 20% min. = Commercial/Industrial

Then... you're returned extra property tax caused by your improvements (50%-95%)



Standard = 95% (years 1-5) 50% (years 6-10)

Standard Plus 10 = 95% (years 1-10)

- Intensive Care, Historic, or Infill Housing

Standard Plus 20 = 95% (11-20 years)

- TIF District, \$10M investment, housing
- Governing Body approval



Standard Rebates

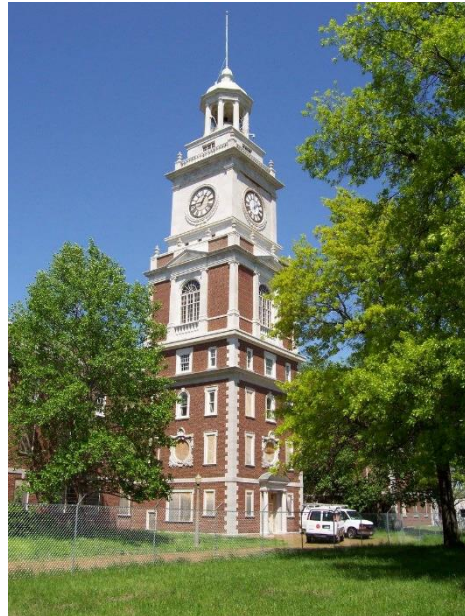
- No “but for” test required; already targets most investment-challenged areas
- Application within 60 days of building permit OR up to 1 year with proof of prior intent
- Significant investment thresholds to be eligible

Standard Plus 20 Rebate & Outside NR Area

- “But For” study required



- Governing Body can approve a “Dilapidated Structure” worthy of preservation outside NRP area (KSA 12-17, 116)
 - Former Menninger Tower site included in the last update



Next Steps

Summer/Fall

- Meet with all taxing entities

Fall/Winter

- Hold public hearing
- City adopts plan
- Inter-local agreements by 12/31/2024



City of Topeka Neighborhood Revitalization Plan

2025-2027 Renewal





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2025-2027

Prepared by : City of Topeka Planning Department
Dan Warner, AICP, Planning Director
Annie Driver, AICP, Planner II
Bryson M. Risley, Planner II

City of Topeka, Kansas

Effective January 1, 2025
ADOPTED BY THE CITY OF TOPEKA GOVERNING BODY:

xx/xx/2024

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Introduction

This Plan is intended to promote the revitalization of the inner urban area hereinafter described as the Neighborhood Revitalization Area (NRA) of the City of Topeka through the rehabilitation, conservation and redevelopment of the area in order to protect the public health, safety welfare of the residents of the City. More specifically, in accordance with KSA 12-17, 118 (d), a tax rebate incentive will be available to property owners for certain improvements that raise the appraised value of residential property 10% and commercial property 20%.

In accordance with KSA 12-17, 114 et. seq., the Governing Body has held a public hearing and considered the existing conditions and alternatives with respect to the described area, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units (City of Topeka, Shawnee County, USD 501 (Topeka), USD 345 (Seaman), USD 450 (Shawnee Heights), USD 437 (Auburn-Washburn Rural), Washburn University, Topeka-Shawnee County Public Library, Topeka Metropolitan Transit Authority (TMTA), Metropolitan Topeka Airport Authority (MTAA)). Accordingly, the Governing Body has reviewed, evaluated, and found that the described area meets one or more of the conditions contained in KSA 12-17,115 (c).

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024*

3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

Furthermore, the Governing Body may declare a building outside of a NRA to be a “dilapidated structure” if the structure satisfies the following definition KSA 12-17,115(a): "Dilapidated structure" means a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worthy of preservation.

The boundary of the proposed NRA is intended to reflect the City’s most investment-challenged and deteriorated areas as determined by the City’s Neighborhood Health Map. The NRA includes all designated “Intensive Care” and “At Risk” Census block groups based on the most recent update of the health map in 2017. These areas are deemed to qualify under all of the above criteria (KSA 12-17, 115 (c)).

In addition, some parts of the proposed NRA are outside At Risk/Intensive Care designations. Those areas are included because they either: 1) have been historically “At Risk” since 2000, 2) are part of infill subdivisions or redevelopment areas that were dependent upon and approved under the City’s past Neighborhood Revitalization Plans, 3) are part of minor boundary rounding to make the NRA as contiguous and orderly as possible, or 4) otherwise would qualify under the above criteria (KSA 12-17, 115 (c)). Taken as a whole, the proposed NRA meets legislative and statutory intent of KSA 12-17, 115 (c).

Any boundary expansions should be consistent with the above criteria and the State’s Attorney General’s opinion issued in 1996 which determined that the intent of the legislation was aimed at neighborhood stabilization and preventing deterioration in the central section of the city or more specifically, neighborhoods. The opinion concludes that the governing body must make a finding that the area meets one of the conditions listed in KSA 12-17, 115 (c), that rehabilitation of the

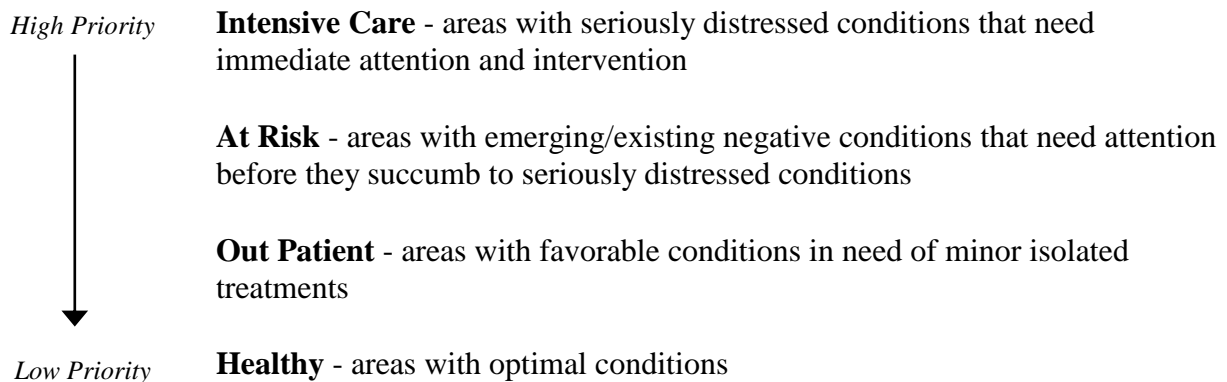
area is necessary to protect the welfare of the municipalities' residents, and that the area should not include the entire municipality.

As a matter of policy, the City of Topeka's NRA is also proposed to be limited in scope to the above areas in order to promote a streamlined and administrative "but for" policy. The inherent presumption of this Plan is that necessary private investments would not occur in these areas "but for" the incentives offered under the Plan. Incentives are approved administratively by City of Topeka staff upon application by the property owner without further proof of need for the incentives. In order to enforce this assumption, the Plan puts forth thresholds for application deadlines to ensure the applicant knew about the program prior to construction and that the investment must create an impactful value increase.

Therefore, this Plan finds the proposed areas are most legally justifiable under State law and provides for a streamlined "but for" test to revitalize the City's most deteriorated sections.

PART 1
DESCRIPTION OF NEIGHBORHOOD REVITALIZATION AREA

The Neighborhood Revitalization Area (Map #1) in general follows the boundaries of *Intensive Care* and *At Risk* neighborhoods as identified in the City of Topeka Neighborhood Health Map. This map most recently updated in 2023, establishes four (4) health classifications for neighborhoods (intensive care, at risk, out patient, and healthy) to determine priorities for re-investment and planning assistance. They are described below in order of priority:



The four health classifications were based on five (5) vital signs that measured the relative health of all neighborhood areas in Topeka. This neighborhood health assessment was used to develop a “triage” approach to revitalization. Those areas that had more “life-threatening” or urgent needs as measured by the vital signs should receive higher priority for treatment over those areas with less urgent needs. These higher priority areas (*intensive care/at risk*) are the focus for neighborhood planning efforts and public re-investment. A summary of the vital signs include:

Poverty (2018-2022 American Community Survey 5-Year Estimates, U.S Census) - High concentrations of poverty are one of the most reliable indicators of performance in school, crime rates, family fragmentation, job readiness, housing conditions, etc.

Public Safety (January 2022 – December 2023, Topeka Police Dept.) – Public Safety, as measured by number of Part 1 crimes reported for the last two full years, is a symptom indicating the local environmental conditions conducive to crime and how well a neighborhood is organized to prevent crime from occurring.

Residential Property Values (July 2023, Shawnee County Appraisers Office) – Property values are in part a reflection of the quality of housing supply and the image of a neighborhood. The median value of a house purchased in Shawnee County was \$122,000 in 2018 (Topeka Association of Realtors).

Single Family Housing Tenure (July 2023 Shawnee County Appraisers Office)

The percentage of homeowners residing in a neighborhood can be an indication of the willingness (or confidence) to invest in the area. The most relevant measure of this is how many single-family dwellings are owner-occupied since these homes were primarily built for individual ownership.

Secured Houses & Unsafe Structures (2023 City of Topeka Special Structures Unit) - A

secured house is one of the most evident physical displays that will undermine confidence in an area for investment and precipitates a downward spiral for the block and/or neighborhood.

Vital Sign Ranges (2023)

Neighborhood Health Composite (avg. score)	% of Persons Below Poverty Level (score)	Part 1 Crimes per 100 Persons (score)	Average Residential Property Values (score)	% Owner Occupied Housing Units (score)	Number of Secured and Unsafe Structures Per 100 Properties (score)
Healthy (3.3 - 4.0)	2023: 0 - 9% (4)	0 - 12 (4)	2023: \$134,451 and ↑ (4)	70 - 100% (4)	2023: 0 (4)
Out Patient (2.7 - 3.2)	2023: 10 - 18% (3)	13 - 18 (3)	2023: \$87,447 - \$134,450 (3)	50 - 69% (3)	2023: 0.01 - 0.75 (3)
At Risk (1.9 - 2.6)	2023: 19 - 30% (2)	19 - 28 (2)	2023: \$51,960 - \$87,446 (2)	34 - 49% (2)	2023: 0.76 - 1.75 (2)
Intensive Care (1.0 - 1.8)	2023: 31 - 100% (1)	29 + (1)	2023: \$51,959 and ↓ (1)	0 - 33% (1)	2023: 1.76 and ↑ (1)

Area Profile

Health rankings are determined by averaging all vital sign levels for each neighborhood area. *Intensive care* and *at risk* neighborhoods have the lowest vital sign measurements, and hence are the primary focus of the Neighborhood Revitalization (NR) Area. Below is a comparison profile of the NR Area and non-NR Area

Total Primary Neighborhood Revitalization Area 2023					
Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Intensive Care	35	38.5%	43.4%	2.024	\$67,448
At Risk	18	29.1%	47.3%	1.050	\$74,156
Out Patient	10	11.1%	57.5%	0.878	\$90,930
Total Primary NR Area	19	25.9%	49.5%	1.160	\$77,316

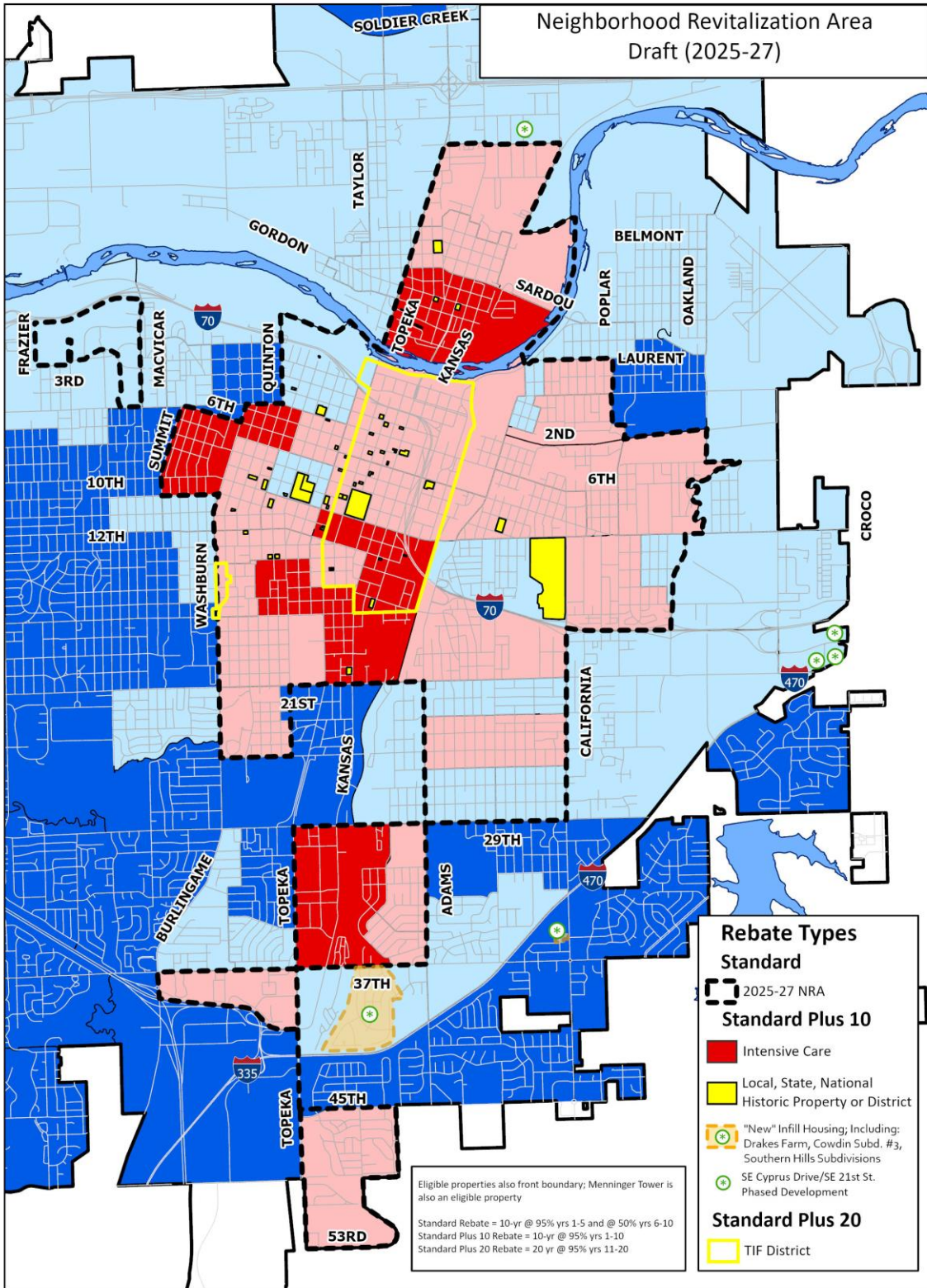
Total Non Neighborhood Revitalization Area 2023					
Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Out Patient	11	17.7%	61.8%	0.56	\$115,743
Healthy	5	8.7%	79.7%	0.13	\$212,709
Total Non NR Area	7	10.6%	75.3	0.25	\$189,507

General Characteristics 2023							
Area	Square Miles	% of Total	#of Parcels	% Total	Vacant Parcels	% Total	
Intensive Care	2.46	3.9%	2,587	5.1%	417	10.2%	
At Risk	7.59	12.0%	8,438	16.5%	1,186	29.1%	
Out Patient	1.85	2.9%	2,510	4.9%	370	9.1%	
Kanza/ USD 501	0.3	0.5%	29	0.06%	3	0.07%	
Total NR AREA	12.15	19.3%	13,535	26.5%	1,973	48.4%	
Non-NR Area	50.95	80.7%	37,612	73.5%	2,107	51.6%	
Total (All Topeka)	63.1	100%	51,147	100%	4,080	100%	

General Characteristics 2023						
Area	2022 Population	% of Total	Total Housing Units (2018 - 2022 ACS)	% of Total	Real Property Valuation (2023)	% of Total
Intensive Care (Primary)	4,595	3.6%	2,221	3.7%	\$588,646,970	6.4%
At Risk (Primary)	20,732	16.4%	10,349	17.3%	\$1,317,793,490	14.2%
Out Patient (Primary)	8,370	6.6%	3,906	6.5%	\$261,039,450	2.8%
Total NR Area	33,697	26.7%	16,476	27.5%	\$2,167,479,910	23.4%
Non NR Area	92,734	73.3%	43,511	72.5%	\$9,268,928,010	100.0%
Total (All Topeka)	126,431	100.0%	59,987	100.0%	11,436,407,920	100.0%

Summary

- The primary NR Area comprises only 19.3% of the land area of Topeka, but contains approximately 48.4% of all vacant parcels in the City.
- The poverty rate in the primary NR Area is two and a half times the poverty rate of the non-NR Area.
- Average residential property values are nearly 145% greater outside of the NR Area than within its boundaries.
- The homeownership rate is substantially greater outside of the primary NR Area boundary (75.3% versus 49.5%).
- 63% of all secured and unsafe structures in the City are located within the NR Area boundary yet only constitute 27.5% of all housing units in the city



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2025 - 27 Neighborhood Revitalization Plan
 Adopted by the Governing Body: xx/xx/2024

**LEGAL DESCRIPTION OF
Neighborhood Revitalization Area
MAY 2024**

PRIMARY AREA

Beginning at the intersection of the NW Topeka Boulevard and NW Independence Avenue; thence easterly along NW Independence Avenue to its intersection with N Kansas Avenue; thence continuing easterly along NE Independence Avenue to its intersection with NE Meriden Road; thence Southerly along Meriden Road to its intersection with NE Grantville Road; thence southerly along said NE Grantville Road to its intersection with Old Soldier Creek channel; thence easterly along Old Soldier Creek channel to its intersection with the Kansas River; thence southerly along the Kansas River to its intersection with northerly extension of NE Chandler Street; thence southerly along said extension of NE Chandler Street to its intersection with NE River Road; thence northeasterly along NE River Road to its intersection with NE Division Street; thence easterly along NE Division Street to its intersection with NE Sumner Street; thence southerly along NE Sumner Street to its intersection with NE Seward Avenue; thence westerly along NE Seward Avenue to its intersection with Sumner Street; thence Southerly along Sumner Street to its intersection of NE Florence Avenue; thence easterly along NE Florence Avenue to its intersection with NE Golden Avenue; thence southerly along NE Golden Avenue to its intersection with the Mainline Track of the Burlington Northern - Santa Fe Railway; thence easterly along said Mainline Track to its intersection with the East line of the Northeast Quarter of Section 33, Township 11 South, Range 16 East of the 6th P.M.; thence southerly along said East Line to its intersection with SE 2nd Street; thence easterly along SE 2nd Street to its intersection with Deer Creek; thence southerly along Deer Creek to its intersection with SE 6th Avenue; thence westerly along SE 6th Avenue to its intersection with SE Deer Creek Parkway; thence southerly along SE Deer Creek Parkway to its intersection with Interstate Highway 70; thence westerly along Interstate Highway 70 to its intersection with SE California Avenue; thence southerly along SE California Avenue to its intersection with the Centerline of SE 29th Street; thence westerly along SE 29th Street to its intersection with SE Adams Street; thence southerly along SE Adams Street to its intersection with SE 37th Street; thence westerly along SE 37th and SW 37th Street to its intersection with SW Topeka Boulevard; thence southerly along SW Topeka Boulevard to the Northwest corner of the Northwest Quarter of Section 30 Township 12 South Range 16 East of the 6th P.M.; thence easterly along the North Line of said Section 30 to the Northeast corner of the West Half of the Northeast Quarter of said Section 30; thence southerly along the East line of said West Half to the Southeast corner of said West Half; thence westerly along the South line of said West Half to the Southwest corner of said Northeast Quarter; thence southerly along the East line of the Southwest Quarter of said Section 30 to its intersection with the southwesterly right of way line of the Missouri Pacific Railroad, as recorded in Book 4251, page 621; thence South 54 degrees 38 minutes 32 seconds East, 1304.94 feet along said right of way line; thence southeasterly and southwesterly along said right of way line, 1020.98 feet along the arc of a curve to the right, having a radius of 419.28 feet with a chord which bears South 21 degrees 57 minutes 15 seconds West, 786.78 feet; thence South 89 degrees 35 minutes 28 seconds West, 132.83 feet along said right of way line; thence westerly along said right of way line, 249.10 feet along the arc of a curve to the left, having a radius of 613.69 feet with a chord which bears South 77 degrees 55 minutes 31 seconds West, 247.40 feet to the North right of way

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*2025 - 27 Neighborhood Revitalization Plan
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line of SE 53rd Street; thence South 89 degrees 35 minutes 28 seconds West, 368.63 feet along the North right of way of SE 53rd Street; thence southerly to the South line of Section 30; thence westerly along the South line of Section 30 to SW Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection of Interstate Highway 470; thence westerly along Interstate Highway 470 to its intersection with Burlingame Road; thence northerly along Burlingame Road to its intersection with SW 37th Street; thence Easterly along SW 37th Street to its intersection with Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection with SW 29th Street; thence Easterly along SW 29th Street and SE 29th Street to its intersection with SE Adams Street; thence northerly along SE Adams Street to its intersection with SE 21st Street; thence westerly along SE 21st Street and SW 21st Street to the Northwest Corner of the Northwest Quarter of Section 7 Township 12 South Range 15 East of the 6th P.M.; thence southerly along the West line of said Quarter Section to its intersection with SW 27th Street; thence westerly along SW 27th Street to its intersection with SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW 11th Street; thence westerly along SW 11th Street to its intersection with SW Woodward Avenue; thence northerly along SW Woodward Avenue to its intersection with SW 10th Avenue; thence westerly along SW 10th Avenue to its intersection with SW Summit Avenue; thence northerly along SW Summit Avenue to its intersection with SW Sixth Avenue; thence easterly SW Sixth Avenue to its SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW Willow Avenue; thence easterly along SW Willow Avenue to its intersection with Quinton Avenue; thence northerly along Quinton Avenue to its intersection with the Centerline of SW 1st Street; thence easterly along SW 1st Street to the West line of Section 30, Township 11 South, Range 16 East of the 6th P.M.; thence northerly along the said West line to its intersection with the south line of a tract of land described in a deed recorded in Book 3384 Page 896, Register of Deeds Office, Shawnee County, Kansas; thence easterly and northeasterly along the south line and east line of said tract of land to the South Bank of the Kansas River; thence northeasterly along the extension of said east line to its intersection with the Kansas River; thence easterly down the Kansas River to its intersection with SW Topeka Boulevard; thence northerly along Topeka Boulevard to the Point of Beginning.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE WEST

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024*

LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°18'11" EAST, 663.92 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT, ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04" EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON AN ASSUMED BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 825.36 FEET; THENCE ON A BEARING OF NORTH 00°24'22" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER ON A BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 515.96 FEET; THENCE ON A BEARING NORTH 00°25'19" WEST, A DISTANCE OF 2033.61 FEET; THENCE ON A BEARING OF NORTH 44°27'37" EAST, A DISTANCE OF 68.73 FEET; THENCE ON A BEARING OF SOUTH 63°56'06" EAST, A DISTANCE OF 18.56 FEET; THENCE ON A BEARING OF NORTH 19°56'13" EAST, A DISTANCE OF 44.30 FEET; THENCE ON A BEARING OF NORTH 34°34'08" EAST, A DISTANCE OF 25.22 FEET; THENCE ON A BEARING OF NORTH 72°13'53" EAST, A DISTANCE OF 27.65 FEET; THENCE ON A BEARING OF SOUTH 37°05'32" EAST, A DISTANCE OF 14.75 FEET; THENCE ON A BEARING OF SOUTH 54°25'19" EAST, A DISTANCE OF 16.30 FEET; THENCE ON A BEARING OF SOUTH 80°46'21" EAST, A DISTANCE OF 23.15 FEET; THENCE ON A BEARING OF SOUTH 87°13'11" EAST, A DISTANCE OF 11.70 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 74°03'00" EAST, AND A CHORD DISTANCE OF 34.18 FEET) A DISTANCE OF 34.48 FEET; THENCE ON A BEARING OF SOUTH 60°52'49" EAST, A DISTANCE OF 42.96 FEET; THENCE ON A BEARING OF SOUTH 53°28'55" EAST, A DISTANCE OF 108.90 FEET; THENCE ON A BEARING OF SOUTH 31°54'18" EAST, A DISTANCE OF 87.45 FEET; THENCE ON A BEARING OF SOUTH 26°44'08" EAST, A DISTANCE OF 158.72 FEET; THENCE ON A BEARING OF SOUTH 28°30'48" EAST, A DISTANCE OF 137.12 FEET; THENCE ON A BEARING OF SOUTH 35°51'47" EAST, A DISTANCE OF 63.86 FEET; THENCE ON A BEARING OF SOUTH 44°53'50" EAST, A DISTANCE OF 71.01 FEET; THENCE ON A BEARING OF SOUTH 00°10'26" EAST, A DISTANCE OF 305.26 FEET; THENCE ON A BEARING OF SOUTH 41°48'53" WEST, A DISTANCE OF 216.94 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 19°54'50" EAST, AND A CHORD DISTANCE OF 97.23 FEET) A DISTANCE OF 105.78 FEET; THENCE ON A BEARING OF SOUTH 00°01'58" EAST, A DISTANCE OF 78.63 FEET; THENCE ON A BEARING OF SOUTH 34°02'36" EAST, A DISTANCE OF 118.96 FEET; THENCE ON A BEARING OF SOUTH 00°17'22" WEST, A DISTANCE OF 227.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 45°46'21" WEST, AND A CHORD DISTANCE OF 77.15 FEET) A DISTANCE OF 83.79 FEET; THENCE ON A BEARING OF SOUTH 00°06'58" EAST, A DISTANCE OF 142.97 FEET; THENCE ON A BEARING OF SOUTH 86°22'32" WEST, A DISTANCE OF 30.69 FEET; THENCE ON A BEARING OF SOUTH 01°46'13" EAST, A DISTANCE OF 80.18 FEET; THENCE ON A BEARING OF SOUTH 89°57'22" WEST, A DISTANCE OF 20.82 FEET; THENCE ON A BEARING OF SOUTH 00°15'55"

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024*

WEST, A DISTANCE OF 130.86 FEET; THENCE ON A BEARING OF SOUTH 89°40'17" EAST, A DISTANCE OF 21.15 FEET; THENCE ON A BEARING OF SOUTH 00°20'17" WEST, A DISTANCE OF 28.30 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 118.49 FEET, A CHORD BEARING OF SOUTH 21°22'45" EAST, A CHORD DISTANCE OF 60.15 FEET) A DISTANCE OF 60.82 FEET; THENCE ON A BEARING OF SOUTH 32°29'33" EAST, A DISTANCE OF 24.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 194.67 FEET, A CHORD BEARING OF SOUTH 12°51'45" EAST, AND A CHORD DISTANCE OF 80.56 FEET) A DISTANCE OF 81.15 FEET; THENCE ON A BEARING OF SOUTH 01°52'31" EAST, A DISTANCE OF 26.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.081 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD, IF ANY.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK SUBDIVISION. CONTAINS APPROXIMATELY 10.39-ACRES, MORE OR LESS.

EXCEPT

The property commonly known as the 501 Sports Complex and legally described as follows: A tract of land in the Southeast Quarter of Section 26, Township 11 South, Range 15 East of the Sixth Principal Meridian, described as follows: Beginning at a point on the West line, 30.00-foot North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40 seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-foot; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-foot; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-foot; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-foot; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-foot; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-foot; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-foot; thence South 00 degrees, 24 minutes, 53 seconds East, 1, 344.97-foot to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-foot to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

(AND IN ADDITION)

Cowdin Subdivision No. 3, according to the recorded plat thereof.

(AND IN ADDITION)

Southern Hills Subdivision "A", Southern Hills Subdivision "B", and Southern Hills Subdivision "C" according to the recorded plats thereof. Contains approximately 110.8 acres.

(AND IN ADDITION)

Drakes Farm Subdivision, according to the recorded plat thereof.

(AND IN ADDITION)

3528 SE Cyprus Drive - Lot 1, Block A, Croco Park Subdivision

(AND IN ADDITION)

3521 SE 21st Street – Lots 1, 2, 4, and 4, Block A, Altair Heights Subdivision No. 6.

(AND IN ADDITION)

Lot 1, Block A, Altair Heights Subdivision No. 3, less street right-of-way.

OUTSIDE REVITALIZATION AREA; 'DILAPIDATED STRUCTURE':

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024*

(Menninger Clock Tower Building)

A portion of Lot 1, Block A, Menninger Foundation Subdivision, being situated in the Southwest Quarter of Section 28, Township 11 South, Range 15 East of the 6th P.M., in the City of Topeka, Shawnee County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter, being a point on the West line of Menninger Foundation Subdivision; thence on an assumed Azimuth of 179 degrees 17 minutes 46 seconds coincident with the West line of said Menninger Foundation Subdivision, a distance of 638.96 feet; then on Azimuth 89 degrees 17 minutes 46 seconds, perpendicular to the West line of Menninger Foundation Subdivision, a distance of 898.87 feet to the Point of Beginning; thence on Azimuth 88 degrees 07 minutes 19 seconds, a distance of 329.86 feet; thence on Azimuth 177 degrees 11 minutes 06 seconds, a distance of 250.36 feet; thence on Azimuth 183 degrees 05 minutes 12 seconds, a distance of 141.29 feet; thence on Azimuth 194 degrees 58 minutes 13 seconds, a distance of 66.17 feet; thence on Azimuth 177 degrees 47 minutes 10 seconds, a distance of 178.14 feet; thence on Azimuth 267 degrees 50 minutes 09 seconds, a distance of 275.83 feet; thence on Azimuth 357 degrees 50 minutes 17 seconds, coincident with centerline of an existing access road recorded in Book 4314, Page 099 in the Register of Deeds Office for Shawnee County, a distance of 431.62 feet; thence on Azimuth 317 degrees 14 minutes 41 seconds, a distance of 39.39 feet; thence on Azimuth 358 degrees 10 minutes 19 seconds, a distance of 172.54 feet to the Point of Beginning.

PART 2
APPRAISED VALUATION OF REAL PROPERTY

The appraised valuation of the Menninger Clock Tower and the real estate contained in the Neighborhood Revitalization Area as of July, 2023 for each parcel by land and building values is on file in the office of the Shawnee County Appraiser. The January 1, 2024 appraised valuation for the 13,548 parcels contained in the area is:

Land	\$ 266,766.250
<u>Improvements</u>	<u>\$ 1,961,021.080</u>
Total Appraised Valuation	\$ 2,227, 787. 330

Updated values from Shawnee County Appraiser, May 2024

PART 3
LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of the Menninger Clock Tower and each parcel of land is listed together with the corresponding address on file in the office of the Shawnee County Appraiser (<http://www.snco.us/ap/>).

PART 4
EXISTING ZONING BOUNDARIES
&
EXISTING/PROPOSED LAND USES

Descriptions of zoning districts, current boundaries, existing land uses, and future land use maps within the Neighborhood Revitalization Area are all found on file in the Topeka Planning Department or at www.topeka.org/planning

PART 5
MAJOR IMPROVEMENTS
PROPOSED FOR NEIGHBORHOOD REVITALIZATION AREA

A list of the proposed major improvements within the Neighborhood Revitalization Area are identified within the adopted neighborhood and area plans of the City’s Comprehensive Plan. Copies of those plans are on file with the Topeka Planning Department and on-line at www.topeka.org/planning

- Topeka Land Use and Growth Management Plan (2015)
- Central Highland Park Neighborhood Plan (2010)
- Ward-Meade Neighborhood Plan (2001/2010)
- Chesney Park Neighborhood Plan (1998/2009)
- Central Park Neighborhood Plan (1998/2008/2019)
- Hi-Crest Neighborhood Plan (2015)
- North Topeka West (2016)
- Historic North Topeka East (2013)
- Holliday Park Neighborhood Plan (1998/2008/2023)
- Oakland Neighborhood Plan (2004/2014)
- Hi-Crest Neighborhood Plan (2003)
- Old Town Neighborhood Plan (2003)
- East Topeka Neighborhood Revitalization Plan (2002)
- Downtown Topeka Redevelopment Plan (2001)
- Elmhurst Neighborhood Plan (2001)
- Tennessee Town (2001/2017)
- Washburn-Lane Parkway Plan (2001)
- Quinton Heights Neighborhood Plan (2018)
- East Topeka North Neighborhood Plan (2020)
- Downtown Master Plan (2021)
- Valley Park Neighborhood Plan (2021)

Proposed housing, infrastructure, and public facility improvements within these plans are intended to guide the City’s future resource allocation as targeted within the Neighborhood Revitalization Area. Actual approved resource allocations are found with the City’s Capital Improvement Budget and Consolidated Plan.

PART 6
STATEMENT SPECIFYING THE ELIGIBILITY REQUIREMENTS
FOR A TAX REBATE

Residential New Construction/Rehabilitation

All properties with residential improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 10%.

Commercial New Construction/Rehabilitation

All properties with commercial, office and institutional, and industrial improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 20%.

PART 7

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (a) Construction of an improvement must have begun on or after January 1, 2025. Such improvement project shall remain eligible in the event the neighborhood revitalization plan is extended beyond 2027 by a subsequent ordinance. An improvement project constructed pursuant to a building permit and an application for tax rebate filed before January 1, 2025, may be eligible for a rebate under the Neighborhood Revitalization Program created by City Ordinance No. xxxxx.
- (b) A rebate application must be filed prior to or within sixty (60) days of the issuance of a building permit or initiation of work (if no building permit is required) as determined by the Planning Director. An application determined to be “out-of-time” shall be accepted by the Planning Director if the applicant can demonstrate that prior to commencing the improvements, he or she intended to use the program’s benefits for the specific improvement proposed in the application. Some factors that may be used to determine the intent and prior knowledge of the program include previous written or verbal communication with city staff, contractors, or other interested parties in the project. The fact that the applicant was not made aware of the program by city staff shall not be used as a factor in this determination. An application shall not be accepted “out-of-time” if the building permit was issued to correct a past zoning or building code violation. The applicant must submit all evidence in writing that supports the above criteria to the Planning Department within one (1) year of the issuance of the building permit. The applicant may appeal the Planning Director’s decision to the City Manager who has final authority over the matter.
- (c) The improvements must conform with the Comprehensive Plan, design guidelines within applicable elements of the Comprehensive Plan and Title 18 Comprehensive Zoning Regulations, including adopted Neighborhood Conservation Districts in effect at the time the improvements are made.
- (d) New and existing improvements on the property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.
- (f) Commercial or industrial property eligible for tax incentives under any adopted Neighborhood Revitalization Plan and Topeka's existing tax abatement program pursuant

to Article 11, Section 13 of the Kansas Constitution and TMC Chapter 3.55, may receive one exemption/rebate per project from the City as a tax incentive.

- (g) Any property that fronts a public street boundary of the Neighborhood Revitalization Area shall be eligible for the rebate, except those properties that front a public highway.

PART 8

CONTENTS OF APPLICATION FOR TAX REBATE

Part 1 - General Information (Completed by applicant)

- (a) Owner's Name and applicant's name
- (b) Owner's Mailing Address.
- (c) School District No.
- (d) Parcel I.D. No.
- (e) Building Permit No. and copy of permit
- (f) Address of Property.
- (g) Legal Description of Property
- (h) Day Phone Number.
- (i) Proposed Property Use.
- (j) Improvements (Attach itemized list of improvements)
- (k) Estimated Cost of Improvements
- (l) Proof of Historical Register Listing or nomination.
- (m) List of Buildings and Improvements proposed to be or actually demolished.
- (n) Date of commencement of construction.
- (o) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

- (a) County Appraiser's Statement of Percentage Test.
- (b) County Clerk's Statement of Tax Status.
- (c) Planning's Statement of Application Conformance for Tax Rebate.

PART 9
APPLICATION PROCEDURE

- (a) The owner/applicant shall obtain an Application for Tax Rebate from Topeka Planning Department, or concurrent with obtaining a building permit application.
- (b) The applicant shall complete and sign the application and file the original with Planning, prior to or within sixty (60) days of issuance of the building permit or as permitted under Part 7(b).
- (c) Planning shall forward the application to the Shawnee County Appraiser's Office for determination of the appraised valuation of the improvements and when necessary for designated historic properties, shall indicate the base tax year in order to determine the property's pre-demolition value for historic resources or landmarks that were demolished to make way for the improvements.
- (d) On or about January 1, the County Appraiser shall conduct an on-site inspection of the construction project, determine the new valuation of the real-estate, complete his portion of the application, and report the new valuation to the Shawnee County Clerk by June 1 of that same year. The tax records on the project shall be revised by the County Clerk's Office.
- (e) Upon determination by the Appraiser's office that the improvements meet the percentage test for rebate and the Clerk's office has determined the status of the taxes on the property, Planning shall certify to the County Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.
- (f) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Shawnee County to the other taxing units, a tax rebate in the amount of the tax increment (less any fees as specified in the Interlocal Agreement) shall be made to the applicant.

The tax rebate amount will be based on the appraised property value increment between the application year and the completion year directly attributable to the improvement itself. The actual rebate may vary year to year depending upon the approved mill levy for all participating taxing jurisdictions. The tax rebate shall be made by Audit and Finance, Shawnee County through the Neighborhood Revitalization Fund established in conjunction with the City of Topeka and the other taxing units participating in an Interlocal Agreement.

PART 10
STANDARDS AND CRITERIA FOR APPROVAL

- (a) Project improvements shall be 100% complete within two years of building permit issuance or 100% complete within two years of beginning construction on the listed improvements (if permits are not required.).
- (b) The appraised value of residential property must be increased by a minimum of 10%.
- (c) The appraised value of commercial and industrial property must be increased by a minimum of 20%.
- (d) New improvements must conform with all applicable codes, rules, and regulations in effect at the time the improvements are made, including zoning regulations and design guidelines adopted by the Governing Body, for the length of the rebate.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.

PART 11

STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2024.

Rebate Period:

All Eligible Uses – Administrative Approval	10 years
All Eligible Uses – Governing Body Approval	11-20 years

Rebate Amount*:

Standard Rebate:

- All Eligible Uses Not Specified In Areas Below	95% (years 1-5) 50% (years 6-10)
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Standard Plus 10 Rebate:

- “Intensive Care” areas (2020 Neighborhood Health Map)	95%
- National/State Register/Properties and Districts and Local Historic Properties/Districts	95%
- “New” Infill Housing (Single and Multi-Family); including: new Single-family houses only in Cowdin Subd. #3 and Southern Hills Subd. A, B, and C,	95%

Standard Plus 20 Rebate:

- TIF District	
- Minimum \$10,000,000 investment	
- Primary use is residential	
- “But-For” Test/Study	
- Governing Body Approval	95%

*5 % to remain in Neighborhood Revitalization Fund for administrative costs.

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2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024

Part 12

OTHER MATTERS

1. The governing body may declare a building outside of a neighborhood revitalization area to be a “dilapidated structure” if it satisfies the conditions set forth in subsection (a) of KSA 12-17, 115. A “dilapidated structure” is defined as a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worth of preservation. Pursuant to K.S.A. 12-17,117(b), the governing body may determine a structure outside the boundary is a ‘dilapidated structure’ and, as such, is eligible for consideration of a property tax rebate for the following reasons:

- The building is a dilapidated structure due to its long vacancy and current boarded condition,
- The building is historic and is listed on the National Register of Historic Places and is worthy of preservation.

Prior to acceptance of a tax rebate application for projects involving a ‘dilapidated structure’, the applicant must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

- The Menninger Clock Tower was approved as a delapidated structure with the approval of the 2022-2024 NRP plan and remains in effect.

2. The governing body may designate certain projects to have up to a 20-year rebate period, provided all of the following criteria are satisfied:

- The project is located within an existing Tax Increment Financing District (TIF) within the NRP Area

- The primary use is residential
- The project has a minimum investment of \$10,000,000
- The project submits a but-for analysis that demonstrates the need for the longer rebate period.

Should the governing body determine that the project meets the criteria, the property will be removed from the TIF district in accordance with Ordinance No. 20228. Prior to acceptance of a tax rebate application, projects must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

SHAWNEE COUNTY TAX LEVY SCHEDULE 2023

Tax Levies per \$1,000 Assessed Valuation

	2023 Levy	% of Total Levy
Shawnee County	48.653	34.41%
City of Topeka	36.952	26.13%
USD 501 (Topeka)	37.791	26.73%
Washburn University	3.45	2.44%
Topeka-Shawnee County Public Library	8.192	5.79%
TMTA (Transit)	4.2	2.97%
MTAA (Airport)	2.157	1.53%
Total	141.395	100%
Shawnee County	48.653	33.09%
City of Topeka	36.952	25.13%
USD 345 (Seaman)	43.422	29.53%
Washburn University	3.45	2.35%
Topeka-Shawnee County Public Library	8.192	5.57%
TMTA (Transit)	4.2	2.86%
MTAA (Airport)	2.157	1.47%
Total	147.026	100%
Shawnee County	48.653	33.07%
City of Topeka	36.952	25.12%
USD 450 (Shawnee Heights)	43.501	29.57%
Washburn University	3.45	2.35%
Topeka-Shawnee County Public Library	8.192	5.57%
TMTA (Transit)	4.2	2.86%
MTAA (Airport)	2.157	1.47%
Total	147.105	100%
Shawnee County	48.653	32.29%
City of Topeka	36.952	24.52%
USD 437 (Auburn Washburn Rural)	47.092	31.25%
Washburn University	3.45	2.29%

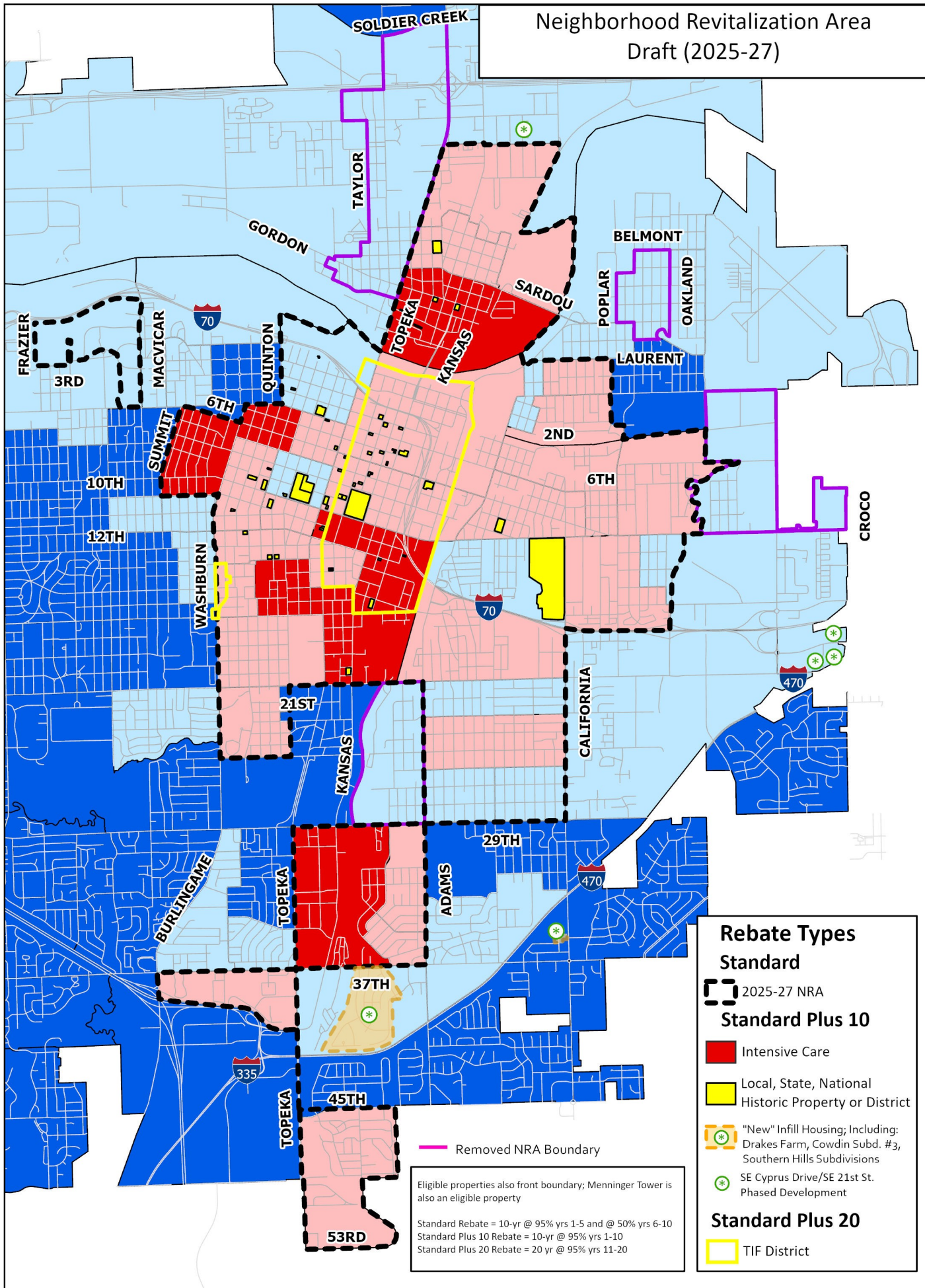
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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024*

Topeka-Shawnee County Public Library	8.192	5.44%
TMTA (Transit)	4.2	2.79%
MTAA (Airport)	2.157	1.43%
Total	150.696	100%

Source: Shawnee County Clerk's Office, 2024

Neighborhood Revitalization Area Draft (2025-27)



Rebate Types

Standard

2025-27 NRA

Standard Plus 10

- Intensive Care
- Local, State, National Historic Property or District
- "New" Infill Housing; Including: Drakes Farm, Cowdin Subd. #3, Southern Hills Subdivisions
- SE Cyprus Drive/SE 21st St. Phased Development

Standard Plus 20

- TIF District

Removed NRA Boundary

Eligible properties also front boundary; Menninger Tower is also an eligible property

Standard Rebate = 10-yr @ 95% yrs 1-5 and @ 50% yrs 6-10
 Standard Plus 10 Rebate = 10-yr @ 95% yrs 1-10
 Standard Plus 20 Rebate = 20 yr @ 95% yrs 11-20



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
June 18, 2024

DATE: June 18, 2024
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:

Governing Body Rule 5.5

(c) **Public Comment on a specific agenda item:** Comments from members of the public concerning a specific agenda item will be heard at the time the item is considered. Persons will be limited to addressing the governing body one (1) time on a particular matter unless otherwise allowed by a vote of six (6) or more members of the governing body.

(d) **General public comment:** Requests by members of the public to speak during the public comment portion of a regular governing body meeting will be placed on the agenda on a "first-come, first-served" basis. The request should state the name of the individual(s) desiring to be heard. Each such individual shall be limited to addressing the governing body one (1) time and his or her comments shall be limited to topics directly relevant to business of the governing body; provided however, that comments pertaining to personnel and litigation matters shall not be allowed.

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules 5.6 and 5.7, 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 atcclerk@topeka.org 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: