



Cyrus K. Holliday Building, 1st Floor  
Conference Room 620 SE Madison Street  
Topeka, KS 66603  
<https://www.topeka.org>

## Governing Body Agenda

September 10, 2024  
6:00 PM

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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		

City Manager: Dr. Robert M. Perez

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](mailto: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 012B, Topeka, Kansas, 66603 or via email at [cclerk@topeka.org](mailto: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 012B, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

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**CALL TO ORDER:**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**1. ROLL CALL:**

**2. APPOINTMENTS:**

**A. Board Appointment - Civil Service Commission**

**BOARD APPOINTMENT** recommending the appointment of Alisha Mireles to the Civil Service Commission to fill a term ending September 10, 2028. *(Council District No. 8)*

**B. Board Appointment - Americans with Disabilities Act Advisory Council**

**ADVISORY COUNCIL APPOINTMENT** of Michael Byington to the City of Topeka Americans with Disabilities Act (ADA) Advisory Council for a term ending September 13, 2026. *(Council District No. 1)*

**3. PRESENTATIONS:**

- **Gage Park Improvement Authority (GPIA) 2023 Annual Update**

**4. CONSENT AGENDA:**

**A. Workers Compensation Settlement Claim - C. Sanders**

**APPROVAL** of a Workers' Compensation Claim settlement in the amount of up to \$50,000 to resolve the claim with Chris Sanders on a full and final basis for a work-related injury sustained by an employee while engaged in normal work duties.

**B. Ordinance - Expenditures – June 1, 2024 to June 28, 2024**

**ORDINANCE** introduced by City Manager Dr. Robert M Perez, allowing and approving City expenditures for the period June 1, 2024 to June 28, 2024 and enumerating said expenditures therein.

*(Approving City expenditures in the amount of \$26,965,509.23)*

**C. Ordinance - Expenditures – June 29, 2024 to July 26, 2024**

**ORDINANCE** introduced by City Manager Dr. Robert M Perez, allowing and approving City expenditures for the period June 29, 2024 to July 26, 2024 and enumerating said expenditures therein.

*(Approving City expenditures in the amount of \$22,250,380.48)*

**D. MINUTES** of the regular meeting of September 3, 2024

**E. APPLICATIONS:**

**5. ACTION ITEMS:**

**A. Resolution - Set Public Hearing for Riverstone (Meier's Place) Subdivision**

**RESOLUTION** introduced by City Manager Dr. Robert M. Perez providing notice that the City is considering establishing a Reinvestment Housing Incentive District ("RHID") for the Riverstone (Meier's Place) Subdivision RHID and adopting a plan for the development of housing and public facilities in the proposed RHID; and establishing the date and time of a public hearing.

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

*(Approval would set a public hearing date for October 15, 2024 to entertain public comment.)*

**B. Funding Agreement - Riverstone (Meier's Place) RHID**

**FUNDING AGREEMENT** between Gen III Construction and Development, LLC and the City of Topeka.

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

*(The agreement is for the Riverstone (Meier's Place) RHID. If approved, the developer will pay the City sufficient moneys to cover the City's cost in analyzing and effecting the districts creation.)*

**C. Public Hearing and Resolution - Exceeding Revenue Neutral Rate for Topeka Metro Transit Authority (TMTA) 2025 Budget**

**PUBLIC HEARING** to consider comment from the public concerning the Governing Body's consideration whether to exceed the Topeka Metro Transit Authority's revenue neutral rate of 4.017 and impose a proposed tax rate of 4.2 mills.

**RESOLUTION** introduced by City Manager Dr. Robert M. Perez, to levy a property tax rate on behalf of the Topeka Metro Transit Authority (TMTA) that exceeds the Revenue Neutral Rate.

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

*(Approval will allow the City to exceed the TMTA's Revenue Neutral Rate (RNR) of 4.017 and impose a levy of 4.2 mills)*

**D. Public Hearing and Resolution - Exceeding the Revenue Neutral Rate for the City 2025 Budget**

**PUBLIC HEARING** to consider comment from the public concerning the Governing Body's consideration of adopting a budget for 2025 that exceeds the Revenue Neutral Rate (RNR) which is 35.341

**RESOLUTION** introduced by City Manager Dr. Robert M. Perez, to levy a property tax rate that exceeds the City of Topeka's Revenue Neutral Rate.

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

*(Approval will allow the City to exceed the Revenue Neutral Rate (RNR) of 35.341 and impose a possible maximum mill levy rate of 38.952 mills.)*

**E. Public Hearing - 2025 Operating Budget**

**PUBLIC HEARING for the purpose of hearing and answering objections of taxpayers relating to the proposed City of Topeka 2025 Operating Budget.**

*(Published in the Topeka Metro Newspaper on August 26, 2024. If this budget is adopted the adopted Mill Levy rate will be 37.952 which will be 1 mill less than the maximum approved mill levy rate of 38.952. However, this will be 1 mill higher than the 2024 adopted mill levy rate of 36.952.)*

**6. NON-ACTION ITEMS:**

**A. Discussion - Utility Bill Real Estate Liens Ordinance**

**DISCUSSION** related to the imposition of real estate liens on properties that have received utility services but have failed to pay for such services.

*(Imposing real estate liens, pursuant to K.S.A. 12-808c, upon certain lots and pieces of ground in Shawnee County, Kansas.)*

**B. Discussion - Standard Traffic Ordinance 51st Edition Adoption Ordinance**

**DISCUSSION** concerning the 2024 Standard Traffic Ordinance (STO) and local amendments amending Topeka Municipal Code Sections 10.15.010 and 10.15.020.

*(Approval will adopt the most recent version of the STO.)*

**C. Discussion - Uniform Public Offense Code 40th Edition Adoption Ordinance**

**DISCUSSION** concerning the adoption of the 2024 Uniform Public Offense Code (UPOC) and local amendments, amending Topeka Municipal Code Section 9.05.080.

*(Approval will adopt the most current version of the UPOC with current statutory changes.)*

**7. PUBLIC COMMENT:**

**Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at [cclerk@topeka.org](mailto: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 012B, Topeka, Kansas, 66603 or via email at [cclerk@topeka.org](mailto:cclerk@topeka.org) on or before the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.**

**8. ANNOUNCEMENTS:**

**9. EXECUTIVE SESSION:**

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

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

**10. ADJOURNMENT:**



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

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**DATE:** September 10, 2024  
**CONTACT PERSON:** Mayor Michael A. Padilla **DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Civil Service **PROJECT #:**  
Commission  
**CATEGORY/SUBCATEGORY** 006 Communication / 005 Other  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

**BOARD APPOINTMENT** recommending the appointment of Alisha Mireles to the Civil Service Commission to fill a term ending September 10, 2028. *(Council District No. 8)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

The Civil Service Commission controls all examinations with advice from the police chief, fire chief, technical advisor and city attorney or their respective designees. The commission will provide uniform rules with respect thereto and shall hold such examinations as are necessary for the purpose of determining the qualifications and fitness of applicants for positions on the police and fire departments.

**STAFF RECOMMENDATION:**

Councilman Duncan nominates and Mayor Padilla recommends the appointment of Alisha Mireles for a term that would end September 10, 2028.

**BACKGROUND:**

Ordinance 18382. The Civil Service Commission has control of exams and the nature of the exams for the Police and Fire Departments. The Commission also certifies the list of eligible applicants and prepares an annual report for the City Manager. The City Manager may also request special reports from the Commission at any time.

**BUDGETARY IMPACT:**

Not Applicable.

**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

A. Mireles - CSC Application & Resume

# City of Topeka Boards and Commissions Application

Submitted on 3 August 2024, 2:23PM  
Receipt number 255  
Related form version 8

## Profile

First Name Alisha

Last Name Mireles

Email Address cowgirl6002002@gmail.com

Street Address 5957 SW Christina Ct.

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 8

Primary Phone 2626200234

Alternate Phone

Employer United States Coast Guard

Job Title Chief Yeoman

Which Board would you like to apply for? Civil Service Commission

Are you a registered voter? Yes

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

Which department do you work for?

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? No

Please explain your delinquent payment situation.

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

Civil Service has been my entire life. Before joining the Coast Guard almost twenty years ago my intention was to join law enforcement after my four year enlistment because police officers made a huge impact on my life growing up, they were my first mentors as a youth that I can recall.

## 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.

Chief in the United States Coast Guard, BS in Legal and a few classes short of my BA in Communications. Leadership skills and I volunteer with many organizations throughout the community including, Helping Hands Humans Society, Omni Circle, and I also attend plenty of Citizens Academies. I recently earned a Military Outstanding Service Medal. Accountability, integrity, organizational commitment, as well as decision making and reasoning skills are all not only skills I process but traits.

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.) NA

\*\*Please upload a resume or any additional information you believe may be helpful in considering your application. [Profile.pdf](#)

## Voluntary Self Identification

Ethnicity

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](#)

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**Alternative electronic signature**

Alisha Scruggs Mireles

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**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.

## Contact

cowgirl6002002@gmail.com

[www.linkedin.com/in/alisha-mireles-656585139](http://www.linkedin.com/in/alisha-mireles-656585139) (LinkedIn)

## Top Skills

Research Skills

Reasoning Skills

Decision-Making

# Alisha Mireles

Military Pay Team Lead

Topeka, Kansas, United States

## Summary

19 years of distinguished service in the United States Coast Guard have equipped me with a wealth of knowledge and experience, shaping me into a versatile and dedicated professional. From serving on a Coast Guard Cutter to holding positions in federal buildings and Military installations, I have honed my skills in Human Resources, Administration, and Customer Service. With a passion for community service and unit morale, I remain committed to making a positive impact and inspiring others to do the same.

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## Experience

U.S. Coast Guard

20 years

Chief Petty Officer

June 2024 - Present (3 months)

Topeka, Kansas, United States

Human Resources

July 2022 - June 2024 (2 years)

Topeka, Kansas, United States

Travel Systems Specialist

June 2020 - July 2022 (2 years 2 months)

Topeka, Kansas, United States

Reserve Staff Administration

May 2018 - June 2020 (2 years 2 months)

Milwaukee, Wisconsin

Personnel Administration

July 2016 - May 2018 (1 year 11 months)

Greater Milwaukee Area

Human Resources Payroll Administrator

July 2015 - July 2016 (1 year 1 month)

Houston, Texas Area

Human Resources and Administrative Specialist  
July 2012 - July 2015 (3 years 1 month)  
Greater St. Louis Area

Travel Auditor and Customer Support  
March 2007 - July 2012 (5 years 5 months)  
Topeka, Kansas Area

Seaman  
November 2004 - March 2007 (2 years 5 months)  
Atlantic Beach, North Carolina

Seaman Recruit  
September 2004 - November 2004 (3 months)  
Cape May, New Jersey

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## Education

American Military University  
Bachelor of Science - BS, Legal Studies, General · (January 2017 - October 2021)

American Military University  
Bachelor of Arts - BA, Communication, General

American Military University  
Associate's degree, Communication, General



**City of Topeka**  
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**www.topeka.org**  
September 10, 2024

---

**DATE:** September 10, 2024  
**CONTACT PERSON:** Mayor Michael A. Padilla **DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Americans with **PROJECT #:**  
Disabilities Act Advisory  
Council  
**CATEGORY/SUBCATEGORY** 006 Communication / 005 Other  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

**ADVISORY COUNCIL APPOINTMENT of Michael Byington to the City of Topeka Americans with Disabilities Act (ADA) Advisory Council for a term ending September 13, 2026. (Council District No. 1)**

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

The ADA council seeks to enhance the community by the contributions of persons with disabilities; to make a positive difference in their relationship with the community by working toward providing full access to facilities, programs, services and activities.

**STAFF RECOMMENDATION:**

Councilmember Hiller nominates and Mayor Padilla recommends the appointment of Michael Byington to the City of Topeka ADA Advisory Council for a two-year term ending September 13, 2026. This position requires that the appointee be an individual with a disability of one of the major six life functions. Mr. Byington meets these requirements.

**BACKGROUND:**

The mission of the Topeka ADA Advisory Council is to support the civil rights of and full integration into Topeka community life for all people with disabilities. The ADA Council will be comprised of 10 members. At least six of the members must be individuals with disabilities, representing the six major life functions as much as possible. Members will serve a two-year term and shall not be eligible to serve more than four consecutive terms pursuant to Topeka Municipal Code Section 2.250.010.

**BUDGETARY IMPACT:**

There is no budgetary impact to the City.

**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

M. Byington - Reappt Application

# City of Topeka Boards and Commissions Application

Submitted on 14 August 2024, 4:04PM  
Receipt number 263  
Related form version 8

## Profile

First Name Michael

Last Name Byington

Email Address ByingtonCOMS@cox-Internet.com

Street Address Kansas Association for the Blind and Visually Impaired, 714 S. Kansas Avenue

Suite or Apt 414D-F

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) 211-7111

Alternate Phone (785) 233-3839

Employer Kansas Association for the Blind and Visually Impaired, Inc

Job Title President and Certified Orientation and Mobility Specialist

Which Board would you like to apply for? Americans with Disabilities Act Advisory Council

Are you a registered voter? Yes

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

Which department do you work for?

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? No

Please explain your delinquent payment situation.

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

This will be my second term. I have had extensive training concerning the Americans With Disabilities Act (ADA). I am well qualified in terms of the knowledge necessary to carry out the duties involved. Personally, I also have a visual disability.

## 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.

Certified Orientation and Mobility Specialist (COMS) certified by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) #6463  
Over 40 years of employment with agencies and schools providing rehabilitation, education, or independent living services for persons having disabilities.  
I hold two Master's level credentials, one from Kansas State University, and one from Texas Tech University.

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.)

See answer above: ACVREP, COMS current through August 2026 former Registered Drama Therapist (RDT), North American Drama Therapy Association, (certification #89059, now placed in retired status,) Certified High School Teacher, State of Kansas, (certification dropped in 1985 because I was no longer teaching in the public high schools.

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

[MBResume0822.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

Handwritten signature of Michael Byington in black ink.

[Link to signature](#)

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Alternative electronic signature

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**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.



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[www.topeka.org](http://www.topeka.org)  
September 10, 2024

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**DATE:** September 10, 2024  
**CONTACT PERSON:** Keith Warta, Gage Park Improvement Authority (GPIA) **DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Gage Park Improvement Authority (GPIA) **PROJECT #:**  
**CATEGORY/SUBCATEGORY**  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

- Gage Park Improvement Authority (GPIA) 2023 Annual Update

**VOTING REQUIREMENTS:**

**POLICY ISSUE:**

**STAFF RECOMMENDATION:**

**BACKGROUND:**

**BUDGETARY IMPACT:**

**SOURCE OF FUNDING:**

**ATTACHMENTS:**

**Description**

GPIA Presentation  
GPIA Annual Report

# Gage Park Improvement Authority Overview





- **GPIA was created through the approval of a Shawnee County vote on November 8, 2022.**
- **Funding for GPIA was established as a county-wide sales tax of \$.002.**
- **The collection of the tax is administered by the Kansas Department of Revenue (KDOR).**

- **The tax does not count toward Shawnee County's sales tax authority.**
- **The sales tax remains in effect unless repealed in the same manner as it was established.**

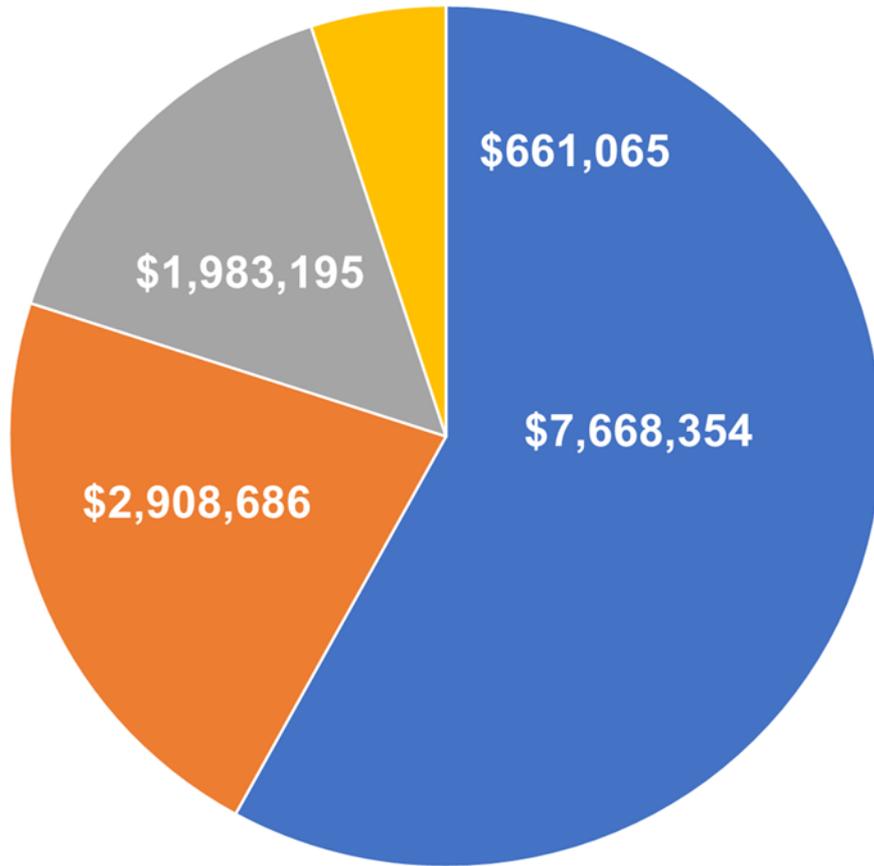
**The collected sales tax funds may be used to provide:**

- **The acquisition, construction, improvement, equipment, operation, support, maintenance, and development of facilities within Gage Park**
- **Community outreach and enrichment**
- **Children's educational programming**

**The collected sales tax funds may be used to provide:**

- **Other features of public benefit connected to Gage Park**
- **Actual and necessary expenses of the members of the Board performing their official duties.**
- **Administrative expenses**

# KDOR Distributions Jan 2023-Aug 2024



- Topeka Zoo and Conservation Center
- Shawnee County Parks + Recreation
- Kansas Children's Discovery Center
- Gage Park Improvement Authority

# An Exciting Future Ahead!!!!



- *Master/Infrastructure Plan Completion*
- *Playland Rehabilitation and Upgrade*
- *Potential Safety Improvements*
- *Concept Development for Combined Carousel and Train Station*



- *New and Larger Exhibits*
- *Enhanced Outreach and Programming*
- *Major Facilities Expansion*
- *Outdoor Classroom Additions*



- *New Director*
- *Existing Facilities - Major Rehabilitation and Upgrade*
- *Further Planning for Continued Expansion and Features*
- *Enhanced Visitor Interaction*

# ANNUAL REPORT 2023

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# ABOUT...

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## Our Story

On November 8, 2022, Shawnee County residents voted to establish the Gage Park Improvement Authority (GPIA) to enhance Gage Park. To finance the project, a minimal sales tax of \$.002 is added to every purchase made within the county. The Kansas Department of Revenue collects this tax, earmarking it exclusively for Gage Park improvements. Any adjustment to the sales tax rate necessitates approval through a vote by Shawnee County residents. This tax will remain in effect unless residents vote to repeal it.

## What We Do

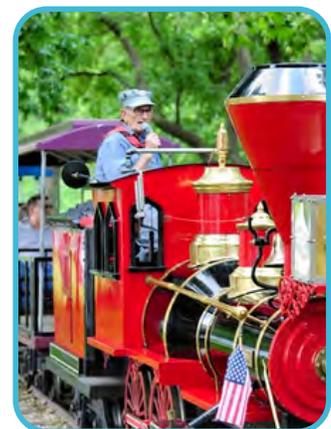
The job of GPIA is to use the sales tax funds to improve Gage Park's facilities, create educational programs for kids, and support other good things in Gage Park.

## Who's In Charge

A Board of Directors runs GPIA made up of the Director of Shawnee County Parks and Recreation, the Director of Topeka Zoo and Conservation Center, the Director of the Kansas Children's Discovery Center, or their designees, two members chosen by the Topeka City Council, and two members chosen by the Shawnee County Board of Commissioners.

## Fund Distribution

Every month, GPIA distributes the sales tax money as follows: 58% goes to the Topeka Zoo and Conservation Center, 22% goes to the Shawnee County Parks and Recreation Department, 15% goes to the Kansas Children's Discovery Center, and 5% goes to the authority for its work.

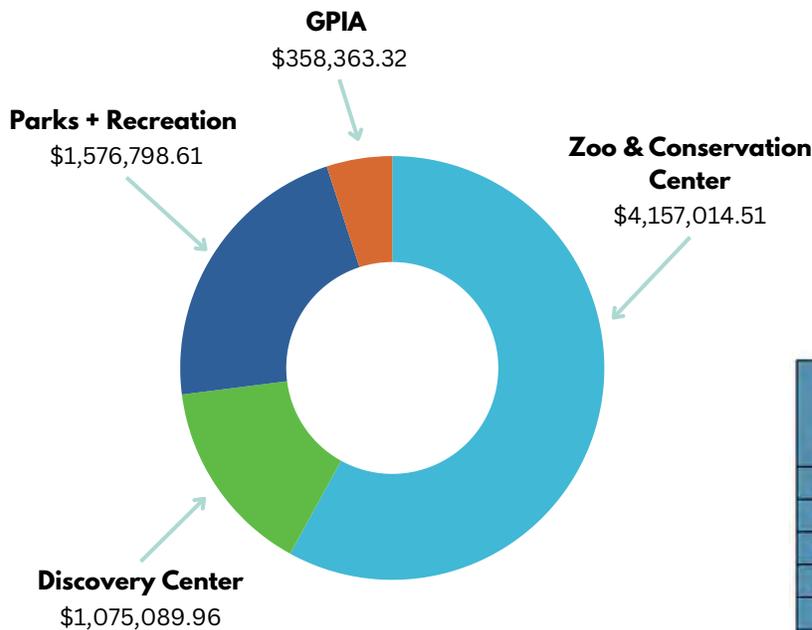


# FUND SUMMARY

Month	Total Funds Received 2023				
	Total Kansas Dept. of Revenue Distribution	Topeka Zoo and Conservation Center @58%	Shawnee County Parks and Recreation @22%	Kansas Children's Discovery Center @15%	Gage Park Improvement Authority @5%
Jan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Feb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mar	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
May	\$22,701.17	\$13,166.68	\$4,994.26	\$3,405.18	\$1,135.06
Jun	\$702,154.10	\$407,249.38	\$154,473.90	\$105,323.12	\$35,107.71
*	\$2,000,000.00	\$1,160,000.00	\$440,000.00	\$300,000.00	\$100,000.00
Jul	\$737,471.63	\$427,733.55	\$162,243.76	\$110,620.74	\$36,873.58
Aug	\$804,168.08	\$466,417.49	\$176,916.98	\$120,625.21	\$40,208.40
Sep	\$683,116.35	\$396,207.48	\$150,285.60	\$102,467.45	\$34,155.82
Oct	\$757,503.38	\$439,351.96	\$166,650.74	\$113,625.51	\$37,875.17
Nov	\$760,125.22	\$440,872.63	\$167,227.55	\$114,018.78	\$38,006.26
Dec	\$700,026.47	\$406,015.35	\$154,005.82	\$105,003.97	\$35,001.32
<b>Total:</b>	<b>\$7,167,266.40</b>	<b>\$4,157,014.51</b>	<b>\$1,576,798.61</b>	<b>\$1,075,089.96</b>	<b>\$358,363.32</b>

This table presents a detailed monthly breakdown of funds received by each organization in 2023.

\* Legislature Transfer Per Delayed Sales Tax Receipt



This chart displays the total financial allocations for 2023 for each entity within the Gage Park Improvement Authority.

The table below offers a monthly breakdown of the GPIA Discretionary Fund. It includes additional funds received such as interest, donations, and grants, as well as monthly expenses and the total monthly balance.

Month	GPIA Discretionary Fund 2023		
	Additional Funds GPIA	GPIA Expenses	Discretionary Fund Status
Jan	\$0.00	\$0.00	\$0.00
Feb	\$0.00	\$0.00	\$0.00
Mar	\$0.00	\$0.00	\$0.00
Apr	\$0.00	\$0.00	\$0.33
May	\$0.00	\$0.00	\$1,135.39
Jun	\$0.00	\$17.86	\$36,225.24
*	\$0.00	\$0.00	\$136,225.24
Jul	\$176.13	\$20.72	\$173,254.23
Aug	\$35.26	\$0.00	\$213,497.89
Sep	\$350.62	\$15.00	\$247,989.33
Oct	\$442.32	\$20.72	\$286,286.10
Nov	\$497.18	\$17.86	\$324,771.68
Dec	\$695.08	\$15.00	\$360,453.08
<b>Total:</b>	<b>\$2,196.59</b>	<b>\$107.16</b>	

\* Legislature Transfer Per Delayed Sales Tax Receipt

# TOPEKA ZOO & CONSERVATION CENTER

**topeka zoo**  
& conservation center

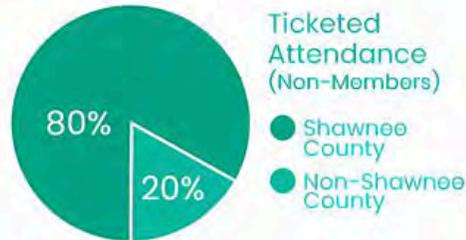
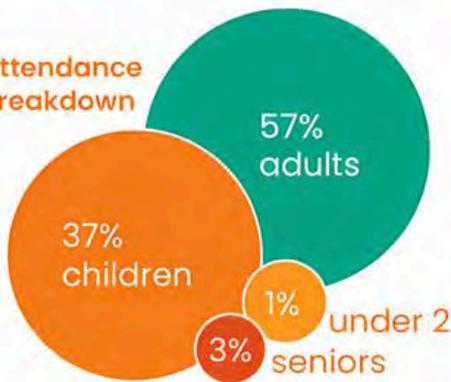
## WHO WE REACHED IN 2023

Total Visitor Attendance **255,757**



VOTED #1 FAMILY ENTERTAINMENT IN TOPEKA; BEST OF TOPEKA

Attendance Breakdown



Topeka Zoo Memberships **5,193**

## ZOO LIGHTS DIGITAL REACH 2023 NOVEMBER 17 - DECEMBER 30

Total Visitor Attendance **55,991**

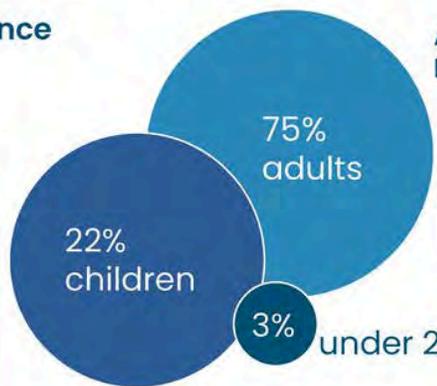
Total Impressions **1,544,064**

DURING NOV. 1 - DEC. 30:

**f** 45.6K 184  
Total Followers New Followers

**ig** 8,679 539  
Total Followers New Followers

Attendance Breakdown



Ticketed Attendance (Non-Members)



2023 was another amazing year at your Topeka Zoo! Throughout our 90th year, we continued to make significant strides in conservation efforts, education, and community engagement. We couldn't have done this without our dedicated staff and passionate stakeholders, like you!

# SHAWNEE COUNTY PARKS + RECREATION



In March of 2023, a new electric Gage Park Mini-Train began operation following the 55-year run of the original Iron Horse Gage Park mini-train. Replacing the iconic Iron Horse diesel train, the new electric model honors the past while offering easier and less expensive maintenance, with fewer mechanical parts and no need for diesel fuel.



With funding from the Gage Park Improvement Authority, Shawnee County Parks + Recreation has initiated the development of a Master Plan for Gage Park. In its early stages, the plan will tackle long-standing infrastructure issues and provide opportunities for the public to share their input on the park's future.



SCP+R is currently developing a plan for significant upgrades to the Playland area of Gage Park. Pending approval construction could begin in the fall of 2024 with completion sometime in the spring of 2025.

# KANSAS CHILDRENS DISCOVERY CENTER



The Discovery Center celebrated a significant milestone this year, welcoming an unprecedented 120,002 visitors—a 22% increase over our previous record. What makes this achievement even more noteworthy is the concurrent success of our expanded Access Discovery programs, bringing joy to 50,000 individuals through free or reduced-cost admissions

## GPIA dollars at work in 2023

### Permanent Exhibit

#### Toddler Town



Facility Updates:  
Cafe and Art floor  
replacement



### Traveling Exhibits

#### Daniel Tiger's Neighborhood: A Grr-ific Exhibit

#### Camp Kansas

#### Curious George: Let's Get Curious!



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

---

<b>DATE:</b>	<b>September 10, 2024</b>	
<b>CONTACT PERSON:</b>	<b>Pamela Foster and Sarah Schmittlein</b>	<b>DOCUMENT #:</b>
<b>SECOND PARTY/SUBJECT:</b>	<b>Worker's claim settlement</b>	<b>PROJECT #:</b>
<b>CATEGORY/SUBCATEGORY</b>	<b>005 Claims / 006 Appeals</b>	
<b>CIP PROJECT:</b>	<b>No</b>	
<b>ACTION OF COUNCIL:</b>		<b>JOURNAL #:</b>
		<b>PAGE #:</b>

---

**DOCUMENT DESCRIPTION:**

**APPROVAL of a Workers' Compensation Claim settlement in the amount of up to \$50,000 to resolve the claim with Chris Sanders on a full and final basis for a work-related injury sustained by an employee while engaged in normal work duties.**

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

Approval for authority to settle the claim for up to \$50,000 on a full and final basis.

**STAFF RECOMMENDATION:**

Staff is recommending the Governing Body move to approve the Worker's Comp Settlement Claim as part of the consent agenda.

**BACKGROUND:**

Employee sustained injury involving wrist and face on March 3, 2023 when he slipped on sludge cleaning a sewer.

**BUDGETARY IMPACT:**

If approved, the \$50,000 settlement would be paid from the Risk Fund-Workers' Compensation

**SOURCE OF FUNDING:**

Risk Fund-Workers' Compensation



Appropriated funds and fees-for-service revenues of various City departments.

**ATTACHMENTS:**

**Description**

Ordinance

Detail AP Report for 06-01-24 to 06-28-24

Detail CB255 Report for 06-01-24 to 06-28-24

1 (Published in the Topeka Metro News \_\_\_\_\_)

2  
3  
4 ORDINANCE NO. \_\_\_\_\_

5  
6 AN ORDINANCE introduced by City Manager, Robert M. Perez, allowing and approving  
7 City expenditures for the period of June 1, 2024 to June 28, 2024 and  
8 enumerating said expenditures herein.  
9

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

11 Section 1. All expenditures made or authorized to be made by issuance of checks  
12 or electronic transfers as enumerated herein, are in accordance with City of Topeka  
13 Resolution No. 7607.

14 Section 2. The claims and expenditures listed in Exhibit A, which is on file in the  
15 City Council Office and the City Clerk’s Office and incorporated herein by said reference,  
16 are hereby allowed and approved for payment.

17	<u>Section 3.</u>	Total of 308 vendor checks written this period	2,259,192.41
18		Total of 4 voided vendor checks	-17,529.22
19		Total of 718 ACH transfers to vendors this period	20,470,269.88
20		Total of 3,234 payroll electronic transfers this period	4,252,739.25
21		Total of 5 payroll checks this period	836.91
22		Total for expenditures in this period	<u>\$26,965,509.23</u>

23 Section 4. This ordinance shall take effect and be in force after its passage,  
24 approval and publication in the official city newspaper.  
25

26 PASSED and APPROVED by the Governing Body \_\_\_\_\_

27  
28  
29 ATTEST: \_\_\_\_\_  
30 Mike Padilla, Mayor

31  
32 \_\_\_\_\_  
33 Brenda Younger, City Clerk

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
<b>Electronic Payments</b>			
115434	06/07/2024	BETTIS ASPHALT & CONSTRUCTION 470	<b>12,899.27</b>
9500743	63199		6,927.34
23BA516PE2	62373		5,971.93
115435	06/07/2024	CORNERSTONE OF TOPEKA INC 1116	<b>32,440.53</b>
31082	61184		20,111.09
31084	61183		12,329.44
115436	06/07/2024	CTCR INC 1194	<b>251.10</b>
00002418	63784		57.80
00002419	63404		115.50
00002417	63784		77.80
115437	06/07/2024	DAPRATO CONSTRUCTION 12961	<b>11,152.25</b>
64277 1809 SW M	64277		6,025.75
64675 2502 SE 6	64675		1,301.25
64770 910 NE QL	64770		1,559.25
64945 HUNTOON	64945		2,266.00
115438	06/07/2024	GREENCARE CONSTRUCTION INC 13517	<b>66,804.25</b>
64822 2423 SW 2	64822		3,001.00
64826 1221 SW C	64826		23,408.75
64827 1215 SW C	64827		40,394.50
115439	06/07/2024	HAGANS SR, DEEDRIC O 12319	<b>1,000.00</b>
45435.3475	65128		1,000.00
115440	06/07/2024	A-TEC RECYCLING 8981	<b>2,904.84</b>
240509 57853	64907		2,904.84
115441	06/07/2024	ADVANCED ENVIRONMENTAL TESTING 8000	<b>1,040.00</b>
10766	63545		1,040.00
115442	06/07/2024	ALPHA & OMEGA ROOFING 9438	<b>8,570.00</b>
64836 1326 NW E	64836		8,570.00
115443	06/07/2024	ALS GROUP USA CORP 12689	<b>2,645.00</b>
36 54 646864 0	63874		2,645.00
115444	06/07/2024	ANSWER TOPEKA 237	<b>1,231.50</b>
240500016	63395		1,116.50
240500266	63484		115.00
115445	06/07/2024	B & R INSULATION INC 325	<b>9,600.00</b>
65007	61635		9,600.00
115446	06/07/2024	BARTLETT & WEST OPERATIONS LLC 12712	<b>29,567.11</b>
1075	63670		29,567.11
115447	06/07/2024	BERGKAMP INC 454	<b>46.75</b>
56761	63185		1,220.21
CR9466	63185		-1,173.46
115448	06/07/2024	BLACK & VEATCH CORPORATION 505	<b>10,944.45</b>
1424399	56120		10,944.45
115449	06/07/2024	BLUE CROSS BLUE SHIELD INC 528	<b>246,755.49</b>
W/E 05/31/24 & 0	63512		246,755.49
115450	06/07/2024	BORDER STATES INDUSTRIES INC 10997	<b>263.48</b>
928357727	62961		83.52

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
928367088	62961		179.96
115451 IN1662133	06/07/2024 60312	CARASOFT TECHNOLOGY 12216	31,341.56
115452 RG70255 RG75615 RH18363	06/07/2024 64985 64985 65001	CDW LLC 10026	7,816.96 824.20 5,295.66 1,697.10
115453 716982 717006 717879 717882	06/07/2024 63239 63239 63239 63239	CENTURY BUSINESS TECHNOLOGIES 870	1,326.23 55.00 1,886.41 -716.60 101.42
115454 50889 2024 50889 2024 50889 2024 COR	06/07/2024 CONTRACT CONTRACT CONTRACT	COLUMBIA CAPITAL MANAGEMENT LL 1038	6,650.00 1,500.00 4,900.00 250.00
115455 580114 580112 580113 580116 580115 580117 580118	06/07/2024 63405 63042 63405 63405 63405 63405 63405	CONCRETE SUPPLY OF TOPEKA 1066	6,299.00 428.00 1,293.00 1,230.00 845.00 845.00 1,312.00 346.00
115456 8795 1046021 8795 1046925 8795 1042780	06/07/2024 63398 62959 62959	CONSOLIDATED ELECTRICAL 6778	408.11 79.30 253.92 74.89
115457 63402 5	06/07/2024 63402	CONSOLIDATED RURAL WATER 1075	5,228.51
115458 3353857 3353685	06/07/2024 49791 50068	DELL FINANCIAL SERVICES LP 1320	7,779.20 4,070.94 3,708.26
115459 W/E 05/23/24 W/E 05/30/24	06/07/2024 63614 63614	DELTA DENTAL OF KANSAS INC 1323	23,068.33 14,523.23 8,545.10
115460 04302024	06/07/2024 BID	DOWNTOWN TOPEKA INC 1408	7,055.70
115461 19908707 051724 23137221 051424 23137274 051424 23139100 051424 23137994 051424 23139291 051424	06/07/2024 63625 63966 64472 63182 63860 63640	DS SERVICES OF AMERICA INC 13004	643.99 75.43 186.67 76.52 159.05 49.46 96.86
115462 0439223 IN	06/07/2024 63260	ED M FELD EQUIPMENT COMPANY 11895	759.09
115463 63691 APR 2024	06/07/2024 63691	ENDSLEY, BYRON L 10136	1,561.64

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115464	06/07/2024	EQUIPMENTSHARE.COM.INC	12197
3860820 000	63519		53.50
3872676 000	63519		478.10
			<b>531.60</b>
115465	06/07/2024	ETHANOL PRODUCTS LLC	9576
CO2382346	63390		3,909.60
			<b>3,909.60</b>
115466	06/07/2024	FARMER EXCAVATING INC	12332
62051 3	62051		152,500.95
			<b>152,500.95</b>
115467	06/07/2024	FISHER SCIENTIFIC COMPANY LLC	4949
2307385	63416		85.10
			<b>85.10</b>
115468	06/07/2024	FIT EXCAVATING INC	3126
65117 201 S KAN	65117		3,600.00
3152	64144		88,055.02
65161 1528 SW 2	65161		13,205.00
			<b>104,860.02</b>
115469	06/07/2024	FOLEY EQUIPMENT COMPANY	9605
SS340026322	64849		134,417.70
			<b>134,417.70</b>
115470	06/07/2024	FOLEY SUPPLY INC	11340
T22146 07	63605		7,859.15
			<b>7,859.15</b>
115471	06/07/2024	G COOPERS INC	1100
45957	64838		8,628.00
			<b>8,628.00</b>
115472	06/07/2024	GALLS PARENT HOLDINGS LLC	11211
027920398	64622		106.56
027945625	64936		614.34
			<b>720.90</b>
115473	06/07/2024	HELPING HANDS HUMANE SOCIETY	2183
63694 MAY 2024	63694		3,804.12
			<b>3,804.12</b>
115474	06/07/2024	HENRY OUTDOOR POWER LLC	8004
2367	64669		50.00
2368	64140		1,215.00
			<b>1,265.00</b>
115475	06/07/2024	HERNLY ENVIRONMENTAL INC	9487
2363	64877		350.00
2364	64878		350.00
2371	64983		350.00
			<b>1,050.00</b>
115476	06/07/2024	HYSPECO INC	13342
00723920	64264		104.04
			<b>104.04</b>
115477	06/07/2024	JEO CONSULTING GROUP INC	11840
150573	60822		2,296.25
			<b>2,296.25</b>
115478	06/07/2024	JOBBER'S AUTOMOTIVE WAREHOUSE	2639
3411597	63284		4.29
3411633	63338		3.33
3411272	63339		86.24
3411363	63284		68.28
3411982	63284		20.00
3411883	63284		5.25
3411978	63284		3.42
3411433	63284		16.76
3411536	63284		254.47
3411997	63284		22.67
3411589	63338		33.07
			<b>605.53</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3412200	63284		7.19
3411719	63324		80.56
115479	06/07/2024	KANSAS PERSONNEL SERVICES INC 2849	<b>5,743.48</b>
3065291	63777		350.28
3065331	64921		1,167.60
3065332	63654		945.20
3065333	64426		2,112.80
3065334	64848		1,167.60
115480	06/07/2024	KANSAS SECURED TITLE 2747	<b>600.00</b>
SN064024	63758		600.00
115481	06/07/2024	KURITA AMERICA INC 12083	<b>490.70</b>
INV822750	62971		490.70
115482	06/07/2024	LETTS VANKIRK & ASSOCIATES 11233	<b>9,204.99</b>
18381	63674		9,204.99
115483	06/07/2024	LEWIS & ELLIS INC 12688	<b>8,400.00</b>
34241	65073		8,400.00
115484	06/07/2024	LEWIS LEGAL NEWS INC 11367	<b>15.50</b>
L18228	64933		15.50
115485	06/07/2024	LINEAGE MAILING SERVICES LLC 9223	<b>13,193.40</b>
APRIL 2024	POSTAGE		13,193.40
115486	06/07/2024	MICHAEL & SONS INC 3377	<b>15,291.00</b>
65108 CLEANUP	65108		15,291.00
115487	06/07/2024	MILLS, RICKY A 3457	<b>961.51</b>
63688 MAY 2024	63688		961.51
115488	06/07/2024	MISSOURI DOOR CO INC 3747	<b>982.73</b>
53529	63499		982.73
115489	06/07/2024	MYGOV LLC 9627	<b>1,907.50</b>
9179	63778		1,907.50
115490	06/07/2024	OZARK KENWORTH INC 3375	<b>107.92</b>
T0029560018792	63471		107.92
115491	06/07/2024	PACE ANALYTICAL SERVICES 3794	<b>1,791.90</b>
2460206045	63031		1,791.90
115492	06/07/2024	POLYDYNE INC 5879	<b>71,520.00</b>
1835440	63676		71,520.00
115493	06/07/2024	POMPS TIRE SERVICE INC 10675	<b>8,425.48</b>
1160075321	63294		644.60
1160075552	63294		151.15
1160075571	63294		184.00
1160075779	63294		212.60
1160075392	63294		255.15
1160075393	63294		928.82
1160075407	63294		121.90
1160075416	63294		4,545.16
1160075475	63294		1,161.60
1160075300	63294		220.50
115494	06/07/2024	PROFESSIONAL ENGINEERING 4018	<b>21,532.93</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
532254	65171		5,902.93
532180	50894		15,455.00
532183	60191		175.00
115495	06/07/2024	R E PEDROTTI COMPANY 4067	<b>14,334.00</b>
16093	61937		13,535.00
16110	60644		799.00
115496	06/07/2024	ROBERT ARMSTRONG 255	<b>2,875.00</b>
6000	63175		200.00
6002	63177		275.00
6003	64120		1,400.00
6004	61983		1,000.00
115497	06/07/2024	RUSH TRUCK CENTERS 12611	<b>32.91</b>
3037317914	63297		32.91
115498	06/07/2024	SCHWERDT DESIGN GROUP 4427	<b>14,423.00</b>
48454	63628		13,683.00
48463	61810		740.00
115499	06/07/2024	SHI INTERNATIONAL CORPORATION 4540	<b>7,740.00</b>
B18330423	64988		7,740.00
115500	06/07/2024	SPENCER & COMPANY 2321	<b>3,448.74</b>
W 57845	63553		1,000.00
W 57875	63553		1,668.87
S 2 9132	63553		291.32
S 2 9208	63553		161.90
S 2 9216	63553		9.65
S 62626	63322		317.00
115501	06/07/2024	STANLEY, JEFF 12681	<b>140.00</b>
0001263	65092		140.00
115502	06/07/2024	STAPLES CONTRACT N COMMERCIAL 4725	<b>1,343.86</b>
6002260493	64977		46.79
6002455113	65024		48.48
6002455114	65007		101.16
6002455111	65032		285.18
6002455112	65028		174.33
6002260496	64976		100.58
6002260498	64975		43.99
6002260502	64971		87.26
6002423301	65006		40.12
6002440619	65009		248.33
6002260499	64975		43.99
6002260500	64974		35.71
6002260501	64972		87.94
115503	06/07/2024	SUNBELT RENTALS INC 12727	<b>545.24</b>
133089585 0020	64020		125.00
154107327 0001	64020		420.24
115504	06/07/2024	SUNFLOWER DESIGN LLC 11469	<b>800.00</b>
SD 24 136 S 1 FII	65056		800.00
115505	06/07/2024	SUNFLOWER PAVING INC 4815	<b>38,980.95</b>
63964 2020 SW V	63964		38,980.95
115506	06/07/2024	SUPER OIL CO INC 3893	<b>1,784.91</b>
1094950	63293		381.90

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1095266	63331		1,403.01
115507 53120241234	06/07/2024 62766	TOPEKA HABITAT FOR HUMANITY	7178 8,135.73
115508 J24M1959	06/07/2024 65133	TR MANAGEMENT INC	2458 585.67
115509 63481 7 63481 8	06/07/2024 63481 63481	TSQUARED LAWN CARE	12761 990.00 990.00
115510 3130023 3130034 3130789	06/07/2024 63389 63389 63389	U S LIME COMPANY - ST CLAIR	5117 6,832.71 6,933.15 13,671.00
115511 PCARD05312024	06/07/2024	UMB BANK NA	5127 41,896.90
115512 1910053724 1910053725 1910053726 1910053727 1910053728 1910053729 1910053730 1910054439 1910052815 1910053731 1910054307	06/07/2024 63348 63491 63491 63491 63348 63348 63504 63504 63450 63504 63450	UNIFIRST CORPORATION	5134 15.16 1.88 4.64 4.86 24.93 8.52 31.25 46.85 98.32 12.81 98.32
115513 CIN470018716 692698	06/07/2024 63678 63678	US PEROXIDE LLC	12298 14,490.00 9,557.47
115514 2801464057 2801464075 2801464076 2801464078 2801464090 2801464088 2801464089 2801464204 2801465742	06/07/2024 63337 63264 63337 63337 63877 63877 63877 63877 63337	VESTIS GROUP INC	9589 28.24 130.05 30.57 46.44 8.99 72.06 41.90 63.06 28.24
115515 3706867	06/07/2024 64109	WILLIS TOWERS WATSON	12113 7,167.00
115516 12792 12956 12861 12955 12813	06/07/2024 64360 64271 64360 64360 64316	YARDCRAFTERS LLC	13035 915.00 599.00 615.00 525.00 854.90
115517 CINV 056180	06/07/2024 65109	TT FASTER LLC	13105 26,227.73
115518	06/07/2024	ELITE LEASING SERVICES	13657 825.00

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
WIL108-0624IM		IM June 2024 Payment	825.00
115519	06/07/2024	WONDERFUL WORKS RENTAL 11105	<b>286.00</b>
DAL102-0624		S+C June Payment	286.00
115520	06/07/2024	CAPITAL BELT & SUPPLY INC 776	<b>259.44</b>
143744	63399		259.44
115521	06/07/2024	CAPITAL CITY OIL CO INC 778	<b>21,757.82</b>
40077861	63308		21,757.82
115522	06/07/2024	CORE & MAIN LP 2146	<b>10,478.08</b>
U829299	64885		8,704.00
U882136	63882		1,774.08
115523	06/07/2024	FASTENAL COMPANY 1619	<b>5,403.57</b>
KSTOP320480	63259		20.00
KSTOP320814	63419		5,383.57
115524	06/07/2024	GRAINGER 1964	<b>20.81</b>
9118161372	65000		20.81
115525	06/07/2024	HACH COMPANY 2038	<b>9,534.00</b>
14036943	63456		9,534.00
115526	06/07/2024	JOHN G LEVIN 3071	<b>84.95</b>
279647	63147		84.95
115527	06/07/2024	JOHNSON CONTROLS US HOLDINGS 12157	<b>1,641.02</b>
51915580	63714		1,187.95
51925640	63714		453.07
115528	06/07/2024	KANSAS SAND & CONCRETE INC 2744	<b>4,716.25</b>
90542306	63428		857.50
90541560	63428		857.50
90542305	63428		3,001.25
115529	06/07/2024	OLDCASTLE PRECAST INC 3739	<b>137.60</b>
120055921	63029		137.60
115530	06/07/2024	SAFETY SUPPLIES 4336	<b>660.87</b>
SSI 240536	62982		59.75
SSI 240539	63440		127.00
SSI 240542	62982		24.00
SSI 240552	62982		372.00
SSI 240535	62982		78.12
115531	06/07/2024	SALISBURY SUPPLY COMPANY INC 4352	<b>1,345.49</b>
358173	63035		90.92
358176	63035		210.10
358380	63035		289.30
358383	63035		56.23
358158	63035		26.82
358790	63035		51.91
358795	63439		197.35
358786	63439		422.86
115532	06/07/2024	SAMCO INC 4355	<b>3,839.00</b>
2401168	63680		3,639.50
2401252	63679		199.50
115533	06/07/2024	UNIVAR SOLUTIONS USA INC 8443	<b>6,630.96</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
52089961	63388		6,630.96
115534 INV 44400	06/07/2024 63603	FIRST STOP HEALTH LLC 12166	3,417.60 <b>3,417.60</b>
115535 4000612202406	06/07/2024 63602	SURENCY LIFE & HEALTH 10654	31.84 <b>31.84</b>
115536 282446 282600	06/07/2024 63517 61159	ALFRED BENESCH & COMPANY 12193	9,007.00 2,880.00 <b>11,887.00</b>
115537 0724 PA	06/07/2024 63391	DOXIM UTILITEC LLC 11892	28,250.00 <b>28,250.00</b>
115538 5113	06/07/2024 64765	HALLEY COUNSELING SERVICES 13303	220.00 <b>220.00</b>
115539 0037	06/07/2024 65062	OMNI CIRCLE GROUP INC 13634	7,500.00 <b>7,500.00</b>
115540 2539 2546 2553	06/07/2024 64441 64839 64441	STAR SERVICES PROPERTY 13027	2,000.00 572.70 2,000.00 <b>4,572.70</b>
115541 230510	06/07/2024 63686	SYLVER CONSULTING LLC 12974	8,009.13 <b>8,009.13</b>
115542 12781	06/07/2024 63303	TOPEKA AUTO GLASS LLC 13226	350.00 <b>350.00</b>
115543 00000021124061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	433.05 <b>433.05</b>
115544 00000022224061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	323.08 <b>323.08</b>
115545 00000034024061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	277.38 <b>277.38</b>
115546 00000034324061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	249.23 <b>249.23</b>
115547 00000034824061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	183.29 <b>183.29</b>
115548 00000063324061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	266.31 <b>266.31</b>
115549 00000075424061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	209.08 <b>209.08</b>
115550 00000077924061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	263.15 <b>263.15</b>
115551 00000085324061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	276.92 <b>276.92</b>
115552 00000092424061	06/14/2024	STATE OF KANSAS Child Support - Amt 2732	147.23 <b>147.23</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115553 00000093624061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 346.15
115554 00000097324061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 345.23
115555 00000107224061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 546.92
115556 00000112424061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 109.62
115557 00000215424061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 115.38
115558 00000224424061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 487.85
115559 00000225024061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 306.00
115560 00000225924061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 412.74
115561 00000226224061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 424.15
115562 00000241324061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 177.69
115563 00000247424061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 574.20
115564 00000247824061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 600.00
115565 00000251524061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 194.77
115566 00000270524061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 997.38
115567 00000285524061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 193.38
115568 00000299624061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 92.77
115569 00000325524061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 530.77
115570 00000347124061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 145.38
115571 00000347224061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 96.92
115572 00000347724061	06/14/2024	STATE OF KANSAS Child Support - Amt	2732 24.92
115573	06/14/2024	STATE OF KANSAS	2732 101.54

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00000347824061		Child Support - Amt	101.54
115574	06/14/2024	STATE OF KANSAS 2732	<b>191.54</b>
00000347824061		Child Support - Amt	191.54
115575	06/14/2024	STATE OF KANSAS 2732	<b>91.85</b>
00000348824061		Child Support - Amt	91.85
115576	06/14/2024	STATE OF KANSAS 2732	<b>100.15</b>
00000349224061		Child Support - Amt	100.15
115577	06/14/2024	STATE OF KANSAS 2732	<b>153.69</b>
00000350024061		Child Support - Amt	153.69
115578	06/14/2024	STATE OF KANSAS 2732	<b>287.08</b>
00000350024061		Child Support - Amt	287.08
115579	06/14/2024	STATE OF KANSAS 2732	<b>199.85</b>
00000352024061		Child Support - Amt	199.85
115580	06/14/2024	STATE OF KANSAS 2732	<b>16.15</b>
00000353224061		Child Support - Amt	16.15
115581	06/14/2024	STATE OF KANSAS 2732	<b>538.62</b>
00000355724061		Child Support - Amt	538.62
115582	06/14/2024	STATE OF KANSAS 2732	<b>92.31</b>
00000356224061		Child Support - Amt	92.31
115583	06/14/2024	STATE OF KANSAS 2732	<b>131.58</b>
00000362924061		Child Support - Amt	131.58
115584	06/14/2024	STATE OF KANSAS 2732	<b>136.15</b>
00000366224061		Child Support - Amt	136.15
115585	06/14/2024	STATE OF KANSAS 2732	<b>69.23</b>
00000366224061		Child Support - Amt	69.23
115586	06/14/2024	STATE OF KANSAS 2732	<b>54.46</b>
00000370124061		Child Support - Amt	54.46
115587	06/14/2024	STATE OF KANSAS 2732	<b>73.62</b>
00000372724061		Child Support - Amt	73.62
115588	06/14/2024	STATE OF KANSAS 2732	<b>11.54</b>
00000372824061		Child Support - Amt	11.54
115589	06/14/2024	STATE OF KANSAS 2732	<b>369.23</b>
00000376124061		Child Support - Amt	369.23
115590	06/14/2024	STATE OF KANSAS 2732	<b>677.56</b>
00000381824061		Child Support - Amt	677.56
115591	06/14/2024	BETTIS ASPHALT & CONSTRUCTION 470	<b>346,827.98</b>
63485 1	63485		346,827.98
115592	06/14/2024	CTCR INC 1194	<b>25,755.40</b>
00002421	63404		6,085.45
00002423	63404		3,387.15
00002424	63404		201.60
00002425	63404		2,612.85
00002426	63404		3,760.50

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00002427	63404		1,188.00
00002430	63041		517.00
00002429	63404		77.85
00002431	63041		682.50
00002432	63041		650.00
00002433	63041		414.00
00002428	63404		162.00
00002422	63404		6,016.50
115593	06/14/2024	GREENCARE CONSTRUCTION INC 13517	<b>39,866.10</b>
64676 3100 SW L	64676		2,505.00
64804 6630 SW 1	64804		17,619.60
64806 7133 SW F	64806		4,804.00
65012 NE SEWAI	65012		5,880.00
64913 430 SE BF	64913		8,305.00
64674 3728 SW M	64674		752.50
115594	06/14/2024	29 FAIRLAWN LLC 12209	<b>43,518.11</b>
MAY 2024	DE		43,518.11
115595	06/14/2024	29TH STREET PARTNERS LLC 12128	<b>16,518.83</b>
MAY 2024	CID SHERWOOD		16,518.83
115596	06/14/2024	ADS LLC 60	<b>18,630.00</b>
35769 0524	63046		18,630.00
115597	06/14/2024	ADVANCED BIOHAZARD CLEANUP LLC 12664	<b>230.00</b>
64363 8 5/22/24	64363		230.00
115598	06/14/2024	ADVANCED ENVIRONMENTAL TESTING 8000	<b>1,389.00</b>
10787	65026		1,389.00
115599	06/14/2024	AFS TOPEKA 12035	<b>8,409.73</b>
MAY 2024	CID SE 29TH ST		8,409.73
115600	06/14/2024	ANSWER TOPEKA 237	<b>74.50</b>
240500015	63643		74.50
115601	06/14/2024	BAKER SERVICES INC 13090	<b>5,417.49</b>
69649	63386		5,417.49
115602	06/14/2024	BLACK & VEATCH CORPORATION 505	<b>37,294.44</b>
1428005	56120		6,850.89
1428006	51238		30,443.55
115603	06/14/2024	BLUE CROSS BLUE SHIELD INC 528	<b>112,027.54</b>
20086954	63512		112,027.54
115604	06/14/2024	BLUE CROSS BLUE SHIELD INC 528	<b>209,669.74</b>
W/E 06/11/2024	63512		209,669.74
115605	06/14/2024	BORDER STATES INDUSTRIES INC 10997	<b>25.44</b>
928398753	63425		25.44
115606	06/14/2024	CABLE DAHMER AUTOMOTIVE LLC 12619	<b>128.15</b>
70712	63192		123.30
70717	63192		4.85
115607	06/14/2024	CENTRALSQUARE TECHNOLOGIES LLC 11603	<b>26,750.55</b>
407466	64612		26,750.55
115608	06/14/2024	CENTURY BUSINESS TECHNOLOGIES 870	<b>2,841.55</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
717140	63239		2,785.55
717543	63239		56.00
115609	06/14/2024	CONCRETE SUPPLY OF TOPEKA 1066	<b>7,398.00</b>
581917	63405		820.00
581918	63405		820.00
582555	63405		820.00
581916	63405		492.00
581468	63042		4,100.00
581469	63405		346.00
115610	06/14/2024	CONRAD FIRE EQUIPMENT 1073	<b>11,025.22</b>
572738	64101		3,778.13
572331	64101		7,194.30
575441	63235		52.79
115611	06/14/2024	DELTA DENTAL OF KANSAS INC 1323	<b>3,230.00</b>
63614 ADMIN MA	63614		3,230.00
115612	06/14/2024	DELTA FIRE & SAFETY INC 13278	<b>5,523.38</b>
INVTX23 3348	65145		5,523.38
115613	06/14/2024	DH LAWN & GARDEN EQUIPMENT 8839	<b>270.00</b>
163159	63237		270.00
115614	06/14/2024	DILLONS COMPANIES INC 2918	<b>293.59</b>
008956	63666		258.64
088711	63666		34.95
115615	06/14/2024	DURKIN EQUIPMENT CO 1451	<b>72,899.16</b>
DK SINVP10448€	64496		72,899.16
115616	06/14/2024	DXP ENTERPRISES INC 8820	<b>7,359.12</b>
54438898	65035		6,897.00
54438837	65035		80.00
54441122	65035		94.12
54441157	65035		288.00
115617	06/14/2024	ED M FELD EQUIPMENT COMPANY 11895	<b>6,659.80</b>
0439965 IN	63260		154.50
0439964 IN	64935		6,505.30
115618	06/14/2024	ETHANOL PRODUCTS LLC 9576	<b>3,936.40</b>
CO2383098	63390		3,936.40
115619	06/14/2024	EUROFINS EATON ANALYTICAL INC 8594	<b>91.88</b>
3800052770	63414		91.88
115620	06/14/2024	EWT HOLDING III CORP 9747	<b>16,657.27</b>
906479564	63703		16,657.27
115621	06/14/2024	FIT EXCAVATING INC 3126	<b>54,355.00</b>
65160 1934/1938	65160		22,720.00
65175 3531 SW V	65175		24,842.50
63355 5420 SW 1	63355		6,792.50
115622	06/14/2024	FOLEY EQUIPMENT COMPANY 9605	<b>134.95</b>
SS340026452	64864		134.95
115623	06/14/2024	FRIENDS OF THE TOPEKA ZOO 1794	<b>1,089.70</b>
FOTZ240614161:		Friends of the Topeka Zoo Pass	234.77
FOTZ240614161:		Friends of the Topeka Zoo Pass	42.68

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
FOTZ240614161:		Friends of the Topeka Zoo Pass	23.00
FOTZ240614161:		Friends of the Topeka Zoo Pass	55.02
FOTZ240614161:		Friends of the Topeka Zoo Pass	8.84
FOTZ240614161:		Friends of the Topeka Zoo Pass	54.86
FOTZ240614161:		Friends of the Topeka Zoo Pass	54.19
FOTZ240614161:		Friends of the Topeka Zoo Pass	386.30
FOTZ240614161:		Friends of the Topeka Zoo Pass	65.84
FOTZ240614161:		Friends of the Topeka Zoo Pass	164.20
115624 MAY 2024	06/14/2024 CID CROSSWINDS	GREAT SOUTHERN BANK 9969	29,176.87 <b>29,176.87</b>
115625 64382 2921 SE A	06/14/2024 64382	HARRIS & SONS ENTERPRISES INC 7996	15,237.00 <b>15,237.00</b>
115626 34921	06/14/2024 63269	HD INDUSTRIES 2030	112.95 <b>112.95</b>
115627 2370 2371 2373	06/14/2024 64669 64140 64140	HENRY OUTDOOR POWER LLC 8004	50.00 1,265.00 1,265.00 <b>2,580.00</b>
115628 18684380	06/14/2024 63321	HERITAGE-CRYSTAL CLEAN INC 9426	389.87 <b>389.87</b>
115629 MAY 2024	06/14/2024 CID HOLLIDAY	HOLIDAY SQUARE PARTNERS LLC 11018	8,867.32 <b>8,867.32</b>
115630 00726934 00727387	06/14/2024 64262 64262	HYSPECO INC 13342	4.34 485.87 <b>490.21</b>
115631 1826	06/14/2024 64000	INSIGHT PUBLIC SAFETY AND 11149	4,150.00 <b>4,150.00</b>
115632 MAY 2024	06/14/2024 CID RAMADA	JEFFERSON STREET HOTEL 4090	4,624.70 <b>4,624.70</b>
115633 3412490 3412588 3412590 3412601 3412607 3411795 3411967 3412134 3412328 3412340 3411181 3411570 3411663 3412716 3412761 3412733 3412754 3412763 3412617 3410164 3410917 3412814 3412681	06/14/2024 63339 63284 63338 63324 63284 63284 63284 63284 63284 63284 63338 63284 63284 63284 63338 63284 63338 63284 63324 63339 63284 63284 63338 63284 63338	JOBBER'S AUTOMOTIVE WAREHOUSE 2639	41.00 21.56 14.60 13.92 35.13 13.78 28.35 20.37 4.08 38.00 39.28 6.88 65.80 145.06 6.58 13.98 19.14 121.79 55.94 57.05 34.20 35.99 14.60 <b>964.57</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3412707	63284		14.28
3412404	63339		52.22
3412260	63284		3.70
3411741	63284		13.78
3411788	63284		33.51
115634	06/14/2024	KAN EQUIPMENT INC 2621	<b>1,224.90</b>
16 290811	63283		1,071.20
16 290917	63283		153.70
115635	06/14/2024	KANSAS CITY PETERBILT INC 2657	<b>194,054.00</b>
14077	64663		194,054.00
115636	06/14/2024	KANSAS PERSONNEL SERVICES INC 2849	<b>934.08</b>
3065377	64921		934.08
115637	06/14/2024	KANSAS STATE TREASURER 2757	<b>31,022.31</b>
MAY 2024	DE		31,022.31
115638	06/14/2024	KANSASLAND TIRE INC OF HAYS KS 13228	<b>1,975.40</b>
23904	63325		1,495.40
23923	63285		480.00
115639	06/14/2024	KBC INC 10809	<b>132.13</b>
8098179	63427		71.50
8098083	63427		60.63
115640	06/14/2024	LEAGUE OF KANSAS 3010	<b>65.00</b>
9418	65162		65.00
115641	06/14/2024	LEATHAM FAMILY LLC 4849	<b>305.00</b>
0493521	64159		305.00
115642	06/14/2024	MATHESON TRI-GAS INC 7179	<b>157.23</b>
0029751626	63433		157.23
115643	06/14/2024	MERI-CRETE LLC 12044	<b>56,260.00</b>
1708	64896		1,275.00
62921 1	62921		54,985.00
115644	06/14/2024	MIDWEST COATING 3407	<b>800.00</b>
7114	65210		800.00
115645	06/14/2024	MILLS, RICKY A 3457	<b>618.76</b>
63688 MAY 2024	63688		618.76
115646	06/14/2024	MINNESOTA ELEVATOR INC 7834	<b>18,436.39</b>
1073742	64651		18,023.89
1074054	63728		412.50
115647	06/14/2024	MISSOURI DOOR CO INC 3747	<b>861.60</b>
53571	63675		861.60
115648	06/14/2024	MOTOROLA SOLUTIONS INC 3548	<b>3,240.00</b>
8281899912	64570		3,240.00
115649	06/14/2024	MULLINS, CHAD S 13141	<b>750.00</b>
00263	64591		750.00
115650	06/14/2024	NEENAN COMPANY 3649	<b>33.31</b>
S3112387 001	63028		33.31

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115651 ADAC 00049	06/14/2024 64074	NEXUS INTERPRETING LLC 11556	110.00 <b>110.00</b>
115652 INV775489	06/14/2024 63781	NORTH AMERICAN HOLDINGS LLC 12584	205.04 <b>205.04</b>
115653 0152 455642 0152 458775 0152 455735 0152 455950 0152 458694 0152 456543 0152 456572 0152 458806 0152 459602 0152 460285	06/14/2024 63292 63292 63292 63272 63292 63292 63292 63292 63292 63292	O REILLY AUTOMOTIVE STORES INC 3714	-22.00 142.19 11.60 -30.00 6.60 20.87 22.96 4.50 70.46 -66.85
115654 6144743873-5.24 7144745545-5.24 7155014382-5.24 7164248773-5.24 5144743664-5.24 5156651709-5.24 1144744300-5.24 9144746127-5.24 4144752136-5.24 9145210518-5.24 14144746336-5.2 9144746036-5.24 1144745745-5.24 4144746564-5.24 8144744009-5.24 0144747064-5.24 2164679945-5.24 3145209500-5.24 144745845-5.24 3155014682-5.24 4144743709-5.24	06/14/2024	ONE GAS INC 318 SE JEFFERSON 1600 NW BUTTON 2521 SE 2ND ST '(C1) 2200 SW CENTRAL PRK 324 SE JEFFERSON ACA 619 SE RICE RD 1115 NE POPLAR BLDG A 318 NW CRANE 545 NE LAKE 320 S KANSAS AVE 201 NW TOPEKA 322 NW CRANE - PD IMP LOT (F) 2521 SE 2ND ST (C2) 3245 NW WATERWORKS 1200 NE DIVISION 1901 SW WESTERN - WATER 1115 NE POPLAR 620 MADISON 635 SW JACKSON ST 500 NE STRAIT 312 SE JEFFERSON	2707 153.71 458.50 92.47 90.30 125.90 124.40 280.26 54.96 44.59 138.09 328.13 76.51 69.34 242.77 94.72 254.47 2,732.55 490.60 52.16 45.38 105.85
115655 T0029560018791	06/14/2024 63856	OZARK KENWORTH INC 3375	410.08 <b>410.08</b>
115656 2460206437	06/14/2024 63436	PACE ANALYTICAL SERVICES 3794	275.00 <b>275.00</b>
115657 59834 2 C#50919	06/14/2024 59834	PAPANS LANDING SENIOR 3811	182,902.50 <b>182,902.50</b>
115658 1160076170 1160076173 1160076238 1160076020 1160076023 1160076062	06/14/2024 63294 63294 63294 63294 63294 63294	POMPS TIRE SERVICE INC 10675	71.00 239.35 239.35 406.62 161.15 379.10
115659 532181 532182 532185	06/14/2024 60842 58258 64392	PROFESSIONAL ENGINEERING 4018	1,210.00 760.00 2,728.75



# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
S 62743	63553		58.12
S 62744	63553		58.37
115671	06/14/2024	STAPLES CONTRACT N COMMERCIAL 4725	<b>4,371.38</b>
6002482936	65041		79.47
6002700463	65044		1,639.60
6002700464	65047		372.28
6002652636	65047		25.81
6002652638	65049		194.87
6002652639	65049		2.78
6002482937	65039		41.49
6002738189	65067		502.31
6002738190	65068		72.82
6002652634	65046		377.68
6002652633	65007		53.97
6002783472	65079		118.79
6002810013	65078		780.65
6002810014	65082		64.24
6002810015	65083		44.62
115672	06/14/2024	SUNBELT RENTALS INC 12727	<b>4,143.65</b>
124515782 0028	64020		4,143.65
115673	06/14/2024	THE TIRE CUTTERS INC 5633	<b>250.00</b>
99730	63764		250.00
115674	06/14/2024	TOPEKA GRAND HOTEL 12016	<b>12,897.05</b>
MAY 2024	CID CYRUS		12,897.05
115675	06/14/2024	TOPEKA LODGING ASSOCIATION 11196	<b>27,185.20</b>
APR 2024	TBID		27,185.20
115676	06/14/2024	TOPEKA POLICE ATHLETIC LEAGUE 12509	<b>1,000.00</b>
DONATION BOXI	65172		1,000.00
115677	06/14/2024	TRIA HEALTH LLC 6938	<b>3,300.00</b>
0624 0006	63609		3,300.00
115678	06/14/2024	U S LIME COMPANY - ST CLAIR 5117	<b>27,581.94</b>
3130821	63389		6,821.55
3130948	63389		6,963.84
3131284	63389		6,969.42
3131757	63389		6,827.13
115679	06/14/2024	UMB BANK NA 5127	<b>89,180.00</b>
PCARD06072024			89,180.00
115680	06/14/2024	UNIFIRST CORPORATION 5134	<b>150.90</b>
1910054612	63348		8.52
1910054613	63504		31.25
1910054614	63504		12.81
1910054956	63504		46.85
1910054607	63348		15.16
1910054608	63491		1.88
1910054609	63491		4.64
1910054610	63491		4.86
1910054611	63348		24.93
115681	06/14/2024	UNITED RENTALS INC 12084	<b>3,506.00</b>
234204360 001	65077		3,506.00
115682	06/14/2024	VERIZON CONNECT INC 12038	<b>360.00</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
342000055038	63203		120.00
625000050912	63203		120.00
627000054766	63203		120.00
115683	06/14/2024	VESTIS GROUP INC 9589	<b>495.36</b>
2801465825	63877		139.39
2801465826	63877		58.25
2801465827	63877		41.90
2801465828	63877		8.99
2801465888	63877		64.85
2801465811	63264		130.05
2801465812	63337		30.57
2801465815	63337		21.36
115684	06/14/2024	VETERINARY MEDICAL & SURGICAL 5222	<b>80.00</b>
181567	63629		80.00
115685	06/14/2024	YARDCRAFTERS LLC 13035	<b>545.35</b>
12960	64316		155.35
12963	64360		390.00
115686	06/14/2024	NEPTUNE TECHNOLOGY GROUP INC 3658	<b>1,536.00</b>
N758934	64800		1,536.00
115687	06/14/2024	ARROW PROPERTY MANAGEMENT SERV 13221	<b>931.00</b>
ROB108-0624		S+C June 2024 Payment	931.00
115688	06/14/2024	BEN FRANKLIN PROPERTIES LLC 12021	<b>800.00</b>
REE105-0624		S+C June 2024 Payment	800.00
115689	06/14/2024	3 M COMPANY 4	<b>30,644.34</b>
9428752887	65048		1,478.08
9428726176	65048		29,166.26
115690	06/14/2024	ACE ELECTRIC JONES COMPANY INC 35	<b>3,896.83</b>
9771	64232		1,432.02
9770	63837		1,223.20
9769	63837		1,241.61
115691	06/14/2024	APPLIED INDUSTRIAL 245	<b>570.28</b>
7029704357	63396		570.28
115692	06/14/2024	BERRY COMPANIES INC 5408	<b>142.90</b>
06257777	63188		142.90
115693	06/14/2024	CAPITAL BELT & SUPPLY INC 776	<b>2,117.96</b>
143701	63399		98.40
143798	63399		20.61
143835	62962		1,998.95
115694	06/14/2024	CAPITAL CITY OIL CO INC 778	<b>28,726.22</b>
JS0659	65146		149.23
JS0037	63308		743.58
1746127 TP	63312		1,004.00
1746134 TP	63312		4,107.75
40078365	63308		22,036.38
JS0644	65146		685.28
115695	06/14/2024	CONSOLIDATED ELECTRICAL 4174	<b>11,926.10</b>
8792 1063213	64508		11,926.10
115696	06/14/2024	CORE & MAIN LP 2146	<b>906.12</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
U941686	62540		906.12
115697	06/14/2024	FASTENAL COMPANY 1619	<b>53.55</b>
KSTOP320798	63259		46.40
KSTOP320925	63259		7.15
115698	06/14/2024	IBT INC 2377	<b>971.73</b>
8403848	63023		31.91
8364827	63023		939.82
115699	06/14/2024	KEY EQUIPMENT & SUPPLY CO 2847	<b>3,497.05</b>
KC212694	63286		207.71
KC212745	63286		41.21
KC212762	63025		450.25
KC212607	63286		2,528.17
KC212609	63286		269.71
115700	06/14/2024	SAFETY SUPPLIES 4336	<b>526.45</b>
SSI 240563	62982		421.45
SSI 240566	62982		105.00
115701	06/14/2024	SALISBURY SUPPLY COMPANY INC 4352	<b>1,377.49</b>
358938	63035		778.00
359119	63035		90.92
359284	63035		79.80
359308	63035		116.76
359461	63344		96.70
359649	63344		95.98
359650	63299		29.00
359287	63439		90.33
115702	06/14/2024	UNIVAR SOLUTIONS USA INC 8443	<b>6,601.51</b>
52125280	63388		6,601.51
115703	06/14/2024	AFSCME MISSOURI STATE COUNCIL 83	<b>1,616.40</b>
UNA1240614161:		Union Dues - AFSCME	224.50
UNA1240614161:		Union Dues - AFSCME	134.70
UNA1240614161:		Union Dues - AFSCME	808.20
UNA1240614161:		Union Dues - AFSCME	449.00
115704	06/14/2024	APPLICATION SOFTWARE INC 8140	<b>1,516.75</b>
MAR HSA 6/14	PAYROLL		135.25
MAR FLEX 6/14	PAYROLL		13.90
MAY 2024 FLEX I	PAYROLL		557.10
MAY 2024 HSA F	PAYROLL		335.00
FEB FLEX 6/14	PAYROLL		17.00
FEB HSA 6/14	PAYROLL		135.25
APR FLEX 6/14	PAYROLL		14.10
APR HSA 6/14	PAYROLL		120.50
JAN FLEX 6/14	PAYROLL		13.90
JAN HSA 6/14	PAYROLL		174.75
115705	06/14/2024	CITY OF TOPEKA FRIENDSHIP FUND 948	<b>574.75</b>
FR102406141612		Friendship Fund	37.00
FR102406141612		Friendship Fund	139.00
FR102406141612		Friendship Fund	10.00
FR102406141612		Friendship Fund	17.00
FR102406141612		Friendship Fund	18.00
FR102406141612		Friendship Fund	38.50
FR102406141612		Friendship Fund	46.75
FR102406141612		Friendship Fund	168.00
FR102406141612		Friendship Fund	73.50
FR102406141612		Friendship Fund	27.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
115706 FO102406141612	06/14/2024	FIREMENS OFF DUTY RELIEF FUND Firefighter's Off Duty Relief	1676 4,378.55	<b>4,378.55</b>
115707 6/14/24 ADMIN F UNI12406141612	06/14/2024 PAYROLL	INTERNATIONAL ASSOCIATION OF Union Dues - IAFF	2424 -14.34 9,473.73	<b>9,459.39</b>
115708 UNK1240614161: UNK1240614161: UNK1240614161: UNK1240614161: UNK1240614161: UNK1240614161: UNK1240614161: UNK1240614161:	06/14/2024	KANSAS ASSOCIATION OF PUBLIC Union Dues - KAPE Union Dues - KAPE	2630 96.34 26.83 76.30 40.57 56.51 83.32 356.41 94.89	<b>831.17</b>
115709 UNT1240614161:	06/14/2024	TEAMSTERS LOCAL UNION 696 Union Dues - Teamsters	4892 1,167.00	<b>1,167.00</b>
115710 UW10240614161 UW10240614161 UW10240614161 UW10240614161 UW10240614161 UW10240614161 UW10240614161	06/14/2024	UNITED WAY OF KAW VALLEY INC United Way United Way United Way United Way United Way United Way United Way	5157 1.00 2.00 5.00 5.00 37.00 5.00 72.00	<b>127.00</b>
115711 6/14/24 ADMIN F UNW2240614161	06/14/2024 PAYROLL	UNITED WORKERS OF Union Dues - UWETT	10010 -4.20 630.00	<b>625.80</b>
115712 282656 282660 282668 282670 282897 282898 282900 282902	06/14/2024 58148 60684 62768 63208 57003 63737 62102 63736	ALFRED BENESCH & COMPANY	12193 12,684.00 1,615.00 3,495.00 950.00 1,141.18 14,485.00 2,827.00 4,030.00	<b>41,227.18</b>
115713 24014	06/14/2024 65207	BRADBURY, CAROL	13641 1,000.00	<b>1,000.00</b>
115714 MAY 2024	06/14/2024 DE	SHAWNEE COUNTY	4518 1,038,846.01	<b>1,038,846.01</b>
115715 2556	06/14/2024 64839	STAR SERVICES PROPERTY	13027 547.80	<b>547.80</b>
115716 233696 233761 233763	06/14/2024 63446 63152 63765	TFM COMM INC	4914 258.06 44.63 887.08	<b>1,189.77</b>
115717 65182 1401 SW V 65183 1401 SW V 65184 1101 SW C	06/14/2024 65182 65183 65184	EMCON INC	1523 3,864.00 3,864.00 4,494.00	<b>36,519.00</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
65176	1127 SW F 65176		3,864.00
65177	1101 SW C 65177		3,864.00
65178	3031 SW C 65178		3,864.00
65179	1642 SW V 65179		3,864.00
65180	4116 SE IL 65180		3,864.00
65181	1401 SW V 65181		4,977.00
115718	06/21/2024	BETTIS ASPHALT & CONSTRUCTION 470	<b>2,401.21</b>
9500798	63199		1,245.07
9500799	63199		1,156.14
115719	06/21/2024	CTCR INC 1194	<b>11,206.35</b>
00002437	63404		1,270.50
00002440	63041		106.20
00002441	63041		407.00
00002442	63041		74.20
00002438	63404		222.75
00002439	63404		2,414.80
00002435	63404		1,929.70
00002436	63404		4,781.20
115720	06/21/2024	DAPRATO CONSTRUCTION 12961	<b>25,547.00</b>
65055	2020 SW 3 65055		3,888.50
65249	201 SW OI 65249		10,000.00
64640	201 SW OI 64640		3,648.50
64792	2516 SW F 64792		8,010.00
115721	06/21/2024	GREENCARE CONSTRUCTION INC 13517	<b>182,339.75</b>
64270	1 64270		145,018.00
64912	2618 SW F 64912		12,704.75
64959	1103 SW V 64959		3,254.00
64960	4401 SW 1 64960		5,250.00
64962	2317 SW F 64962		3,220.00
64963	1725 SW A 64963		8,545.00
64965	210 SE 6T 64965		4,348.00
115722	06/21/2024	911 CUSTOM LLC 8345	<b>1,898.00</b>
56025A	63163		1,898.00
115723	06/21/2024	A 1 LOCK & KEY LLC 13	<b>1,235.25</b>
110199	63362		1,235.25
115724	06/21/2024	A-1 RENTAL INC 20	<b>305.00</b>
80510	63140		210.00
80511	63201		95.00
115725	06/21/2024	ADVANCED BIOHAZARD CLEANUP LLC 12664	<b>230.00</b>
64363	9 5/28/24 64363		230.00
115726	06/21/2024	AXON ENTERPRISE INC 10916	<b>3,196.48</b>
INUS252650	65002		3,196.48
115727	06/21/2024	BARTLETT & WEST ENGINEERS 391	<b>54,676.81</b>
730097428	54896		38,100.00
730097641	60844		16,576.81
115728	06/21/2024	BLUE CROSS BLUE SHIELD INC 528	<b>136,729.27</b>
W/E 06/18/2024	63512		136,729.27
115729	06/21/2024	BT&CO PA 5810	<b>35,000.00</b>
36130	63101		35,000.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115730 70877	06/21/2024 63192	CABLE DAHMER AUTOMOTIVE LLC 12619	201.19 <b>201.19</b>
115731 58987 4	06/21/2024 58987	CATHOLIC CHARITIES 848	58.43 <b>58.43</b>
115732 2024 05 31 LC58 2024 05 31 LC58 2024 05 31 LC58 2024 05 31 LC58 2024 05 31 LC58	06/21/2024 63660 63982 63796 63796 63400	CBK INC 1023	2.94 1,295.44 1,354.04 27.56 12,063.14 <b>14,743.12</b>
115733 718560	06/21/2024 63239	CENTURY BUSINESS TECHNOLOGIES 870	3,084.24 <b>3,084.24</b>
115734 MAY 2024	06/21/2024 CID WAN HILLS	CITY CENTER ASSOCIATES LLC 12090	32,375.66 <b>32,375.66</b>
115735 14865 14913 15123	06/21/2024 63234 63234 63234	COMMERCIAL TIRE CENTERS INC 12082	1,417.56 3,038.44 280.24 <b>4,736.24</b>
115736 583093	06/21/2024 63405	CONCRETE SUPPLY OF TOPEKA 1066	428.00 <b>428.00</b>
115737 454	06/21/2024 63420	CYCLEZONE LLC 11780	140.00 <b>140.00</b>
115738 W/E 06/06/2024 W/E 06/13/2024	06/21/2024 63614 63614	DELTA DENTAL OF KANSAS INC 1323	12,115.70 10,666.22 <b>22,781.92</b>
115739 INVTX23 4517	06/21/2024 65145	DELTA FIRE & SAFETY INC 13278	16,570.14 <b>16,570.14</b>
115740 14094	06/21/2024 63559	DEVELOPMENT STRATEGIES INC 11812	11,886.25 <b>11,886.25</b>
115741 163845	06/21/2024 63237	DH LAWN & GARDEN EQUIPMENT 8839	16.19 <b>16.19</b>
115742 DK SINVP10448E	06/21/2024 63409	DURKIN EQUIPMENT CO 1451	1,094.25 <b>1,094.25</b>
115743 54448539 54448520 54448492	06/21/2024 65035 65035 65035	DXP ENTERPRISES INC 8820	2,650.00 1,169.00 9,941.00 <b>13,760.00</b>
115744 01291950	06/21/2024 65143	EASY ICE LLC 12129	180.00 <b>180.00</b>
115745 CO2383793 CO2384043 CO2384290	06/21/2024 63390 63390 63390	ETHANOL PRODUCTS LLC 9576	3,941.10 3,730.00 3,833.90 <b>11,505.00</b>
115746 3800053559 8100092795	06/21/2024 63414 63414	EUROFINS EATON ANALYTICAL INC 8594	91.88 368.00 <b>459.88</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115747	06/21/2024	EXPERIAN INFORMATION SOLUTIONS 5760	<b>316.58</b>
CD2502002869	63412		264.58
CD2502002870	63412		52.00
115748	06/21/2024	FISHER SCIENTIFIC COMPANY LLC 4949	<b>675.12</b>
2710732	63416		412.62
2710733	63416		262.50
115749	06/21/2024	FIT EXCAVATING INC 3126	<b>48,872.75</b>
65134 510 SW 1C	65134		29,515.00
65107 1703 SW E	65107		15,082.90
63353 1550 SW M	63353		4,274.85
115750	06/21/2024	FOLEY EQUIPMENT COMPANY 9605	<b>208.93</b>
PS200225466	63265		19.80
PS200225467	63265		47.92
PC200027339	64106		-272.56
PS200225300	63265		19.02
PS200225386	63265		394.75
115751	06/21/2024	FRASER, ERIC BRYAN 12992	<b>1,300.00</b>
5135	64317		1,300.00
115752	06/21/2024	GALLS PARENT HOLDINGS LLC 11211	<b>135.82</b>
028006630	64484		-11.00
027716767	64484		146.82
115753	06/21/2024	HARRIS & SONS ENTERPRISES INC 7996	<b>12,792.80</b>
64566 CLEAN UP	64566		8,580.00
64916 CLEANUP	64916		4,212.80
115754	06/21/2024	HENRY OUTDOOR POWER LLC 8004	<b>100.00</b>
2372	64669		50.00
2374	64669		50.00
115755	06/21/2024	HERNLY ENVIRONMENTAL INC 9487	<b>350.00</b>
2380	65101		350.00
115756	06/21/2024	HYSPECO INC 13342	<b>592.45</b>
00729028	64264		305.55
00728994	64264		286.90
115757	06/21/2024	IRIS GROUP HOLDINGS LLC 13667	<b>383.98</b>
155186823	EVERON		383.98
115758	06/21/2024	JEO CONSULTING GROUP INC 11840	<b>25,145.53</b>
150983	61836		16,575.00
151387	62236		8,570.53
115759	06/21/2024	KANSAS HEAVY CONSTRUCTION LLC 9260	<b>130,185.09</b>
2300 7	61363		130,185.09
115760	06/21/2024	KANSAS ONE CALL SYSTEM INC 2728	<b>3,271.20</b>
4050499	63607		3,271.20
115761	06/21/2024	KANSAS PERSONNEL SERVICES INC 2849	<b>7,247.46</b>
3065432	64426		2,271.26
3065433	64848		1,167.60
3065381	63777		391.98
3065431	64921		1,109.22
3065380	64848		934.08

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Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3065379	64426		1,373.32
115762	06/21/2024	KANSASLAND TIRE INC OF HAYS KS 13228	<b>2,263.46</b>
23982	63285		440.00
23987	63285		192.00
24015	63325		1,631.46
115763	06/21/2024	KBS CONSTRUCTORS INC 2645	<b>319,955.41</b>
24 0547	60872		123,946.03
24 0548	60872		191,021.27
24 0549	60834		4,988.11
115764	06/21/2024	KURITA AMERICA INC 12083	<b>500.00</b>
INV824837	62971		500.00
115765	06/21/2024	LANGUAGE LINE SERVICES INC 2967	<b>1,822.55</b>
11303487	63644		211.79
11310705	63429		1,610.76
115766	06/21/2024	LEADSONLINE LLC 3009	<b>2,647.00</b>
411975	65090		2,647.00
115767	06/21/2024	LIGHTHOUSE CONTRACTING INC 3061	<b>24,000.00</b>
3508DUP 2	63797		5,000.00
1009 SE 33RD 2	62709		19,000.00
115768	06/21/2024	MATHESON TRI-GAS INC 7179	<b>994.39</b>
52348506	63340		354.47
52348507	63340		106.81
52348508	63340		106.81
52348511	63433		73.83
52348512	63433		352.47
115769	06/21/2024	MERI-CRETE LLC 12044	<b>12,009.70</b>
65053 235 S KAN	65053		12,009.70
115770	06/21/2024	MIOVISION TECHNOLOGIES 10319	<b>795.80</b>
71722	65225		795.80
115771	06/21/2024	MISSOURI DOOR CO INC 3747	<b>395.00</b>
53770	63499		395.00
115772	06/21/2024	MULLINS, CHAD S 13141	<b>7,000.00</b>
00264	64513		7,000.00
115773	06/21/2024	NATIONAL BACKGROUND 9744	<b>2,757.51</b>
96997	63952		2,757.51
115774	06/21/2024	O REILLY AUTOMOTIVE STORES INC 3714	<b>163.99</b>
0152 459387	63292		49.99
0152 459309	63292		114.00
115775	06/21/2024	ONE GAS INC 2707	<b>1,159.60</b>
7144745291-6.24		927 NW HARRISON - TRAFFIC	145.94
2144746645-6.24		813 SW CLAY	108.82
5145208391-6.24		504 NW WINTER	109.81
5144746918-6.24		720 SW 21ST	137.77
9144745491-6.24		2000 NW 17TH	165.23
4156677591-6.24		1901 SW WESTERN	44.59
8144744873-6.24		934 NE QUINCY	61.35
9144747164-6.24		1215 SW OAKLEY	125.14
4144752045-6.24		5963 SW 10TH	44.59

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
4144747382-6.24		2700 SW FAIRLAWN	156.61
144743927-6.24		1419 NE SEWARD	59.75
115776	06/21/2024	PACE ANALYTICAL SERVICES	3794
2460206772	63436		550.00
			<b>550.00</b>
115777	06/21/2024	PEARSON, DONNA RAE	12744
HPCONF2024 01	65214		195.42
			<b>195.42</b>
115778	06/21/2024	POMPS TIRE SERVICE INC	10675
1160076571	63294		66.00
1160076416	63294		73.60
1160076431	63294		28.62
1160076318	63294		172.52
1160076328	63294		918.82
1160076390	63294		710.30
1160076515	63294		31.80
1160076527	63294		31.80
			<b>2,033.46</b>
115779	06/21/2024	PREMIER FARM & HOME LLC	4002
344769	62973		209.76
			<b>209.76</b>
115780	06/21/2024	PRUETT, MELODEE K	9855
64161 8	64161		5,250.00
			<b>5,250.00</b>
115781	06/21/2024	QUALITY BUILT CONSTRUCTION LLC	9575
64882 1	64882		23,531.29
			<b>23,531.29</b>
115782	06/21/2024	R E PEDROTTI COMPANY	4067
16158	60644		2,301.00
			<b>2,301.00</b>
115783	06/21/2024	REGIONAL ECONOMIC MODELS INC	9707
0124 684 1	63683		8,000.00
			<b>8,000.00</b>
115784	06/21/2024	REIN, LINNEA S	4166
974562	63689		101.00
974565	63689		45.00
			<b>146.00</b>
115785	06/21/2024	ROBERT ARMSTRONG	255
6006	64483		2,750.00
			<b>2,750.00</b>
115786	06/21/2024	RUSH TRUCK CENTERS	12611
3037433650	63297		426.37
			<b>426.37</b>
115787	06/21/2024	SBB ENGINEERING LLC	8999
7793	57276		525.00
7794	64179		3,485.00
			<b>4,010.00</b>
115788	06/21/2024	SHAWNEE COUNTY	6900
2ND QTR LIQUO	SNCO PARKS		179,202.56
			<b>179,202.56</b>
115789	06/21/2024	SHI INTERNATIONAL CORPORATION	4540
B18390349	65084		56,000.00
CR 839392	64248		-15,521.52
			<b>40,478.48</b>
115790	06/21/2024	SOUTHWEST JANITORIAL	12258
27373	63838		4,642.80
27374	63584		1,050.40
27375	63838		2,862.00
27376	63838		1,007.00
27377	63838		3,418.50
27378	63838		560.00
			<b>18,841.80</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
27371	63838		371.00
27372	63838		1,939.80
27379	63838		424.00
27380	63838		482.30
27381	63838		742.00
27029	63838		494.00
27370	63838		848.00
115791	06/21/2024	SPENCER & COMPANY 2321	<b>1,392.48</b>
S 62877	63553		552.92
S 62932	63553		61.67
S 62953	63553		24.39
W 57995	63553		753.50
115792	06/21/2024	STAPLES CONTRACT N COMMERCIAL 4725	<b>1,028.85</b>
6004578822	65212		-75.02
6004578823	65212		-3.87
6004415756	65212		78.89
6004135867	65100		-75.75
6003286088	65083		18.61
6003286089	65097		330.47
6003286090	65098		37.36
6004518938	65201		-18.44
6004518937	65201		-331.92
6004268986	65201		350.36
6003363577	65099		85.81
6003363578	65106		57.10
6004018811	65100		75.75
6002877263	65078		20.54
6003276559	65059		478.96
115793	06/21/2024	SUNFLOWER PAVING INC 4815	<b>112,909.05</b>
63650 2	63650		112,909.05
115794	06/21/2024	TFI LLC 13514	<b>45.42</b>
577	64810		45.42
115795	06/21/2024	TILLMAN ROAD INSPECTIONS LLC 12017	<b>4,922.94</b>
63546 MAY 2024	63546		3,292.62
63994 MAY 2024	63994		1,630.32
115796	06/21/2024	TOOLE DESIGN GROUP LLC 9732	<b>13,402.59</b>
0MCI00116 11R	59571		13,402.59
115797	06/21/2024	TOPEKA METROPOLITAN TRANSIT 8812	<b>2,441,676.10</b>
SNCO TAX 06/05	DE		2,441,676.10
115798	06/21/2024	TSQUARED LAWN CARE 12761	<b>990.00</b>
63481 9	63481		990.00
115799	06/21/2024	U S LIME COMPANY - ST CLAIR 5117	<b>26,959.77</b>
3131784	63389		13,601.25
3131830	63389		13,358.52
115800	06/21/2024	UMB BANK NA 5127	<b>39,916.65</b>
PCARD06142024			39,916.65
115801	06/21/2024	UNIFIRST CORPORATION 5134	<b>368.15</b>
1910055764	63450		98.32
1910055205	63491		4.64
1910055209	63504		31.25
1910055210	63504		12.81
1910055652	63504		46.85

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1910055204	63491		1.88
1910053423	63039		11.46
1910053592	63039		8.90
1910053422	63039		16.52
1910055097	63039		8.90
1910055202	63348		15.16
1910055203	63504		40.03
1910053419	63039		18.60
1910053420	63039		7.92
1910053421	63039		6.60
1910055206	63491		4.86
1910055207	63348		24.93
1910055208	63348		8.52
115802	06/21/2024	UNITED RENTALS INC 12084	<b>6,277.57</b>
233035699 001	62977		2,697.62
234204360 002	65077		3,579.95
115803	06/21/2024	USIC HOLDINGS INC 12300	<b>47,372.66</b>
662786	63583		47,372.66
115804	06/21/2024	VESTIS GROUP INC 9589	<b>542.12</b>
2801467565	63877		60.37
2801467573	63877		60.30
2801467576	63877		8.99
2801467627	63877		62.85
2801467489	63264		130.05
2801467493	63337		30.57
2801467501	63337		21.36
2801467555	63877		139.39
2801467372	63337		28.24
115805	06/21/2024	WHITNEY B DAMRON PA 5418	<b>5,750.00</b>
0524	63730		5,750.00
115806	06/21/2024	WSP USA INC 10927	<b>8,907.35</b>
40039671	64469		1,108.20
40039710	63735		7,799.15
115807	06/21/2024	YARDCRAFTERS LLC 13035	<b>1,991.95</b>
12958	64360		150.00
12959	64360		720.00
12967	64316		267.95
12985	64360		255.00
12990	64271		599.00
115808	06/21/2024	YWCA NORTHEAST KANSAS 5583	<b>172,777.00</b>
59375 6	59375		172,777.00
115809	06/21/2024	NEPTUNE TECHNOLOGY GROUP INC 3658	<b>1,944.00</b>
N759525	64800		1,944.00
115810	06/21/2024	BERRY COMPANIES INC 5408	<b>1,755.22</b>
06257873	63188		677.43
06257933	63188		38.06
06257872	63188		1,039.73
115811	06/21/2024	CAPITAL BELT & SUPPLY INC 776	<b>156.10</b>
143850	63399		124.00
143929	63399		12.10
144022	63399		20.00
115812	06/21/2024	CAPITAL CITY OIL CO INC 778	<b>26,272.93</b>

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1779103 TP	63195		357.10
1785329 TP	63195		423.50
40078528	63308		25,492.33
115813	06/21/2024	CORE & MAIN LP	2146
U989629	63883		7,885.98
115814	06/21/2024	GRAINGER	1964
9135408046	65115		419.50
9136919827	65126		114.01
115815	06/21/2024	HD SUPPLY INC	12991
INV00378009	63449		838.30
INV00380187	63449		1,668.77
INV00380332	63449		652.64
115816	06/21/2024	JOHNSON CONTROLS US HOLDINGS	12157
51965227	63714		587.47
115817	06/21/2024	KEY EQUIPMENT & SUPPLY CO	2847
KC212833	63025		234.35
KC212934	63286		1,024.56
115818	06/21/2024	LOGIC INC	3090
INV173190	64828		59,070.00
115819	06/21/2024	SALISBURY SUPPLY COMPANY INC	4352
360354	63439		531.20
115820	06/21/2024	SAMCO INC	4355
34404136	63679		5,310.56
2401234	63680		1,711.65
2401266	63810		110.87
2401160	63810		1,057.10
2401172	63680		6,593.00
2401522	63810		204.50
2401325	63810		374.02
2400094	63679		11,068.09
2401098	63810		1,146.17
2401440	63810		412.44
2401441	63810		447.44
2401513	63810		254.50
2401326	63810		946.40
2401418	63810		225.03
2303812	63679		13,038.75
2401304	63810		1,287.81
2401267	63810		1,379.50
2401286	63810		4,575.85
115821	06/21/2024	HUNTER LANE LLC	12191
555904	64198		234,931.06
555974	64198		10,168.03
555975	64198		5.73
115822	06/21/2024	DOXIM UTILITEC LLC	11892
INV024791R	63391		14,401.51
INV025232	63391		14,124.93
115823	06/21/2024	ERC RESOURCE & REFERRAL INC	1557
59981 2 C#50974	59981		137,842.70
115824	06/21/2024	HALLEY COUNSELING SERVICES	13303
			785.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
5164	64765		295.00
5165	64765		445.00
5167	64765		45.00
115825	06/21/2024	ICC GENERAL CODE INC 12737	191.60
GCI0014281	64023		191.60
115826	06/21/2024	STAR SERVICES PROPERTY 13027	4,000.00
2559	64441		2,000.00
2561	64441		2,000.00
115827	06/21/2024	TFM COMM INC 4914	297.82
233764	63037		297.82
115828	06/21/2024	DEFENDORF, LEO E 13597	650.00
PTR23 DEFENDC	PTR23		650.00
115829	06/21/2024	EMCON INC 1523	8,988.00
65185 647 SW GI	65185		4,494.00
65186 301 SW 1C	65186		4,494.00
115830	06/28/2024	COOK & ASSOCIATES LLC 10126	15,833.33
51825 2024	CONTRACT		15,833.33
115831	06/28/2024	STATE OF KANSAS 2732	433.05
00000021124062		Child Support - Amt	433.05
115832	06/28/2024	STATE OF KANSAS 2732	323.08
00000022224062		Child Support - Amt	323.08
115833	06/28/2024	STATE OF KANSAS 2732	277.38
00000034024062		Child Support - Amt	277.38
115834	06/28/2024	STATE OF KANSAS 2732	249.23
00000034324062		Child Support - Amt	249.23
115835	06/28/2024	STATE OF KANSAS 2732	183.29
00000034824062		Child Support - Amt	183.29
115836	06/28/2024	STATE OF KANSAS 2732	266.31
00000063324062		Child Support - Amt	266.31
115837	06/28/2024	STATE OF KANSAS 2732	209.08
00000075424062		Child Support - Amt	209.08
115838	06/28/2024	STATE OF KANSAS 2732	263.15
00000077924062		Child Support - Amt	263.15
115839	06/28/2024	STATE OF KANSAS 2732	276.92
00000085324062		Child Support - Amt	276.92
115840	06/28/2024	STATE OF KANSAS 2732	147.23
00000092424062		Child Support - Amt	147.23
115841	06/28/2024	STATE OF KANSAS 2732	346.15
00000093624062		Child Support - Amt	346.15
115842	06/28/2024	STATE OF KANSAS 2732	345.23
00000097324062		Child Support - Amt	345.23
115843	06/28/2024	STATE OF KANSAS 2732	546.92
00000107224062		Child Support - Amt	546.92

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<u>Check No.</u>	<u>Check Date/PO #</u>	<u>Vendor Name and Number</u>		<u>Check Amount</u>
115844 00000112424062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 109.62	<b>109.62</b>
115845 00000215424062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 115.38	<b>115.38</b>
115846 00000224424062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 487.85	<b>487.85</b>
115847 00000225024062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 306.00	<b>306.00</b>
115848 00000225924062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 412.74	<b>412.74</b>
115849 00000226224062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 424.15	<b>424.15</b>
115850 00000241324062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 177.69	<b>177.69</b>
115851 00000247424062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 574.20	<b>574.20</b>
115852 00000247824062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 600.00	<b>600.00</b>
115853 00000251524062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 194.77	<b>194.77</b>
115854 00000270524062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 997.38	<b>997.38</b>
115855 00000285524062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 193.38	<b>193.38</b>
115856 00000299624062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 92.77	<b>92.77</b>
115857 00000325524062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 530.77	<b>530.77</b>
115858 00000347124062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 145.38	<b>145.38</b>
115859 00000347224062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 96.92	<b>96.92</b>
115860 00000347724062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 24.92	<b>24.92</b>
115861 00000347824062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 101.54	<b>101.54</b>
115862 00000347824062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 191.54	<b>191.54</b>
115863 00000348824062	06/28/2024	STATE OF KANSAS Child Support - Amt	2732 91.85	<b>91.85</b>

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115864	06/28/2024	STATE OF KANSAS 2732	<b>100.15</b>
00000349224062		Child Support - Amt	100.15
115865	06/28/2024	STATE OF KANSAS 2732	<b>153.69</b>
00000350024062		Child Support - Amt	153.69
115866	06/28/2024	STATE OF KANSAS 2732	<b>287.08</b>
00000350024062		Child Support - Amt	287.08
115867	06/28/2024	STATE OF KANSAS 2732	<b>199.85</b>
00000352024062		Child Support - Amt	199.85
115868	06/28/2024	STATE OF KANSAS 2732	<b>16.15</b>
00000353224062		Child Support - Amt	16.15
115869	06/28/2024	STATE OF KANSAS 2732	<b>538.62</b>
00000355724062		Child Support - Amt	538.62
115870	06/28/2024	STATE OF KANSAS 2732	<b>92.31</b>
00000356224062		Child Support - Amt	92.31
115871	06/28/2024	STATE OF KANSAS 2732	<b>131.58</b>
00000362924062		Child Support - Amt	131.58
115872	06/28/2024	STATE OF KANSAS 2732	<b>136.15</b>
00000366224062		Child Support - Amt	136.15
115873	06/28/2024	STATE OF KANSAS 2732	<b>69.23</b>
00000366224062		Child Support - Amt	69.23
115874	06/28/2024	STATE OF KANSAS 2732	<b>54.46</b>
00000370124062		Child Support - Amt	54.46
115875	06/28/2024	STATE OF KANSAS 2732	<b>73.62</b>
00000372724062		Child Support - Amt	73.62
115876	06/28/2024	STATE OF KANSAS 2732	<b>11.54</b>
00000372824062		Child Support - Amt	11.54
115877	06/28/2024	STATE OF KANSAS 2732	<b>369.23</b>
00000376124062		Child Support - Amt	369.23
115878	06/28/2024	STATE OF KANSAS 2732	<b>677.56</b>
00000381824062		Child Support - Amt	677.56
115879	06/28/2024	BETTIS ASPHALT & CONSTRUCTION 470	<b>18,330.70</b>
9500619	63199		3,349.19
9500886	63199		9,529.13
9500834	63199		790.94
9500847	63199		4,661.44
115880	06/28/2024	CTCR INC 1194	<b>21,468.15</b>
00002450	63404		1,769.35
00002451	63404		744.50
00002453	63041		2,224.00
00002452	63404		934.00
00002449	63404		1,825.90
00002448	63404		656.25
00002471	63041		4,590.00
00002444	63404		5,354.25
00002445	63404		2,130.00
00002446	63404		395.30

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00002447	63404		844.60
115881	06/28/2024	GREENCARE CONSTRUCTION INC 13517	<b>259,038.60</b>
63599 1	63599		165,320.00
65014 410 NE 35	65014		5,431.00
65054 3931 SW C	65054		6,908.60
64981 302 NW TH	64981		8,904.00
64911 320 SW CF	64911		5,615.10
64944 5928 SW 1	64944		2,466.00
64946 2016 SE 3	64946		987.00
64966 1124 SE 3	64966		4,620.50
64969 4201 SW C	64969		3,211.00
64970 1830 SW V	64970		5,366.40
64978 1516 SE 4	64978		8,432.50
64499 1	64499		38,829.00
64608 4428SE O	64608		1,647.50
64476 4743 SW 3	64476		1,300.00
115882	06/28/2024	NEKAN MASONRY 3655	<b>1,635.00</b>
3313	65277		1,635.00
115883	06/28/2024	VANCE BROTHERS INC 5197	<b>1,201.75</b>
ZH00030080	64752		1,201.75
115884	06/28/2024	A 1 LOCK & KEY LLC 13	<b>5.06</b>
110631	63162		5.06
115885	06/28/2024	ADVANCED BIOHAZARD CLEANUP LLC 12664	<b>230.00</b>
64363 10 06/09/2	64363		230.00
115886	06/28/2024	ALTERNATIVES EAP LLC 8445	<b>3,085.59</b>
10504	63601		3,085.59
115887	06/28/2024	ANDRITZ SEPARATION INC 222	<b>1,035.79</b>
8480126330	63981		1,035.79
115888	06/28/2024	ANIMAL CLINIC OF NORTH TOPEKA 235	<b>1,693.40</b>
333430	63653		1,693.40
115889	06/28/2024	BARTLETT & WEST ENGINEERS 391	<b>394,555.56</b>
730097430	60742		5,072.95
730097447	50839		9,971.60
730097449	42207		11,286.00
730097482	39911		30,893.20
730097485	62715		414.70
730097486	55203		18,189.80
730097488	57184		5,151.91
730097632	51677		22,047.82
730097645	46657		1,672.25
730097646	62652		289,855.33
115890	06/28/2024	BAYSINGER POLICE SUPPLY INC 402	<b>2,771.00</b>
1067618	64624		2,771.00
115891	06/28/2024	BLACK & VEATCH CORPORATION 505	<b>44,572.50</b>
1430065	56120		12,362.13
1430074	51238		32,210.37
115892	06/28/2024	BLUE CROSS BLUE SHIELD INC 528	<b>73,534.19</b>
W/E 06/25/2024	63512		73,534.19
115893	06/28/2024	BORDER STATES INDUSTRIES INC 10997	<b>1,544.49</b>

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928463782	62961		304.68
928472301	62961		59.11
928497417	63425		24.91
928505932	62961		111.99
928506115	63425		73.40
928512854	63425		654.17
928513452	63425		311.19
928530144	63425		5.04
115894	06/28/2024	BPB HOLDING CORP 12379	<b>401.04</b>
P73241403	63363		356.48
P73347875	63363		44.56
115895	06/28/2024	CASCO INDUSTRIES INC 839	<b>1,926.00</b>
263026	65005		1,926.00
115896	06/28/2024	CBK INC 1023	<b>115.33</b>
2024 05 31 LC58	63615		115.33
115897	06/28/2024	CDW LLC 10026	<b>132.56</b>
RR25286	65155		132.56
115898	06/28/2024	CENTRALSQUARE TECHNOLOGIES LLC 11603	<b>13,583.70</b>
412891	64612		2,000.70
413367	64612		11,583.00
115899	06/28/2024	CENTURY BUSINESS TECHNOLOGIES 870	<b>4,001.62</b>
719357	63239		317.44
719358	63239		3,684.18
115900	06/28/2024	CERTIFIED MAIL DONE FAST INC 1641	<b>1,569.00</b>
6352	65200		1,569.00
115901	06/28/2024	CLUB CAR WASH OPERATING LLC 12896	<b>1,950.00</b>
INV6689	63785		1,950.00
115902	06/28/2024	CONCRETE SUPPLY OF TOPEKA 1066	<b>19,680.00</b>
586964	63405		820.00
586966	63405		1,640.00
585600	63405		410.00
586965	63405		820.00
585514	63405		820.00
585515	63405		656.00
585516	63405		3,280.00
584366	63405		820.00
584367	63405		574.00
584368	63405		2,460.00
586070	63405		820.00
584363	63405		820.00
586349	63405		2,460.00
586398	63405		1,640.00
584364	63405		820.00
584365	63405		820.00
115903	06/28/2024	CONRAD FIRE EQUIPMENT 1073	<b>1,960,958.16</b>
490963	65293		1,960,627.64
575958	63235		330.52
115904	06/28/2024	CONTINUANT INC 11415	<b>1,173.66</b>
INV 2024 18651	62170		75.00
INV 2024 18650	62170		1,098.66

**COUNCIL REPORT OF VENDOR PAYMENTS**

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115905	06/28/2024	CONVERGEONE INC 11623	<b>4,040.26</b>
INV1006127	65147		1,257.50
INV1006372	65147		2,782.76
115906	06/28/2024	DELL FINANCIAL SERVICES LP 1320	<b>24,792.29</b>
3270893	48492		2,260.79
3323694	61263		2,816.09
3318671	46314		2,044.89
3319066	48490		4,093.79
3319154	49958		435.12
3319466	49613		4,253.56
3319860	45078		1,108.85
3426503	50068		3,708.26
3427538	49791		4,070.94
115907	06/28/2024	DELL MARKETING LP 1319	<b>15,169.70</b>
10753954820	65169		10,549.70
10753946536	64947		4,620.00
115908	06/28/2024	DELTA DENTAL OF KANSAS INC 1323	<b>11,052.05</b>
W/E 06/20/2024	63614		11,052.05
115909	06/28/2024	DENALI WATER SOLUTIONS LLC 12429	<b>19,760.49</b>
INV823785	63672		19,760.49
115910	06/28/2024	DOWNTOWN TOPEKA INC 1408	<b>75,000.00</b>
2024 REDEV GR. CONTRACT			75,000.00
115911	06/28/2024	DOWNTOWN TOPEKA FOUNDATION 10376	<b>57,843.00</b>
50350 2024	65217		57,843.00
115912	06/28/2024	DRIGGS DESIGN GROUP PA 13068	<b>10,407.60</b>
4010	62270		10,407.60
115913	06/28/2024	DS SERVICES OF AMERICA INC 13004	<b>376.14</b>
23139100 061124	63182		188.57
23137994 061124	63860		11.99
23139291 061124	63640		175.58
115914	06/28/2024	DURKIN EQUIPMENT CO 1451	<b>11,752.54</b>
DK SINVP10451E	63409		5,896.65
DK SINVP10455E	63409		5,855.89
115915	06/28/2024	DXP ENTERPRISES INC 8820	<b>5,666.00</b>
54467332	65035		5,666.00
115916	06/28/2024	ECCOVIA INC 11051	<b>12,726.42</b>
23845	63100		12,726.42
115917	06/28/2024	ED M FELD EQUIPMENT COMPANY 11895	<b>1,757.24</b>
0440453 IN	63260		898.88
0440452 IN	63260		858.36
115918	06/28/2024	EPIC SUPPLY LLC 1552	<b>498.60</b>
81298	64260		498.60
115919	06/28/2024	ETHANOL PRODUCTS LLC 9576	<b>7,338.00</b>
CO2384909	63390		3,712.10
CO2385287	63390		3,625.90
115920	06/28/2024	EUROFINS EATON ANALYTICAL INC 8594	<b>131.88</b>
3800054940	63414		91.88

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8100094580	63414		40.00
115921	06/28/2024	EWT HOLDING III CORP 9747	<b>2,250.00</b>
906492392	63703		2,250.00
115922	06/28/2024	EXELON CORPORATION 8898	<b>5,659.09</b>
3990043- 06.24		Chall Common	189.58
3990043- 06.24D		201 N TOPEKA - FORESTRY	208.53
3990043- 06.24G		1115 NE POPLAR ST	4,093.90
3990043- 06.24H		1600 NW BUTTON RD	211.72
3990043- 06.24I		1901 SW WESTERN	232.33
3990043- 06.24J		620 SE MADISON	487.75
3990043- 06.24P		320 S KANSAS AVE	67.81
3990043- 06.24T		3245 NW WATER WORKS DR	167.47
115923	06/28/2024	FISHER SCIENTIFIC COMPANY LLC 4949	<b>460.77</b>
2785266	63416		405.45
2749518	63416		55.32
115924	06/28/2024	FIT EXCAVATING INC 3126	<b>6,257.50</b>
3202	65260		1,000.00
63160 2033 SW C	63160		5,257.50
115925	06/28/2024	FLEETPRIDE INC 7822	<b>204.10</b>
117478488	63262		204.10
115926	06/28/2024	FOLEY SUPPLY INC 11340	<b>7,859.15</b>
T22146 08	63605		7,859.15
115927	06/28/2024	FRIENDS OF THE TOPEKA ZOO 1794	<b>1,117.03</b>
FOTZ240628153:		Friends of the Topeka Zoo Pass	234.77
FOTZ240628153:		Friends of the Topeka Zoo Pass	65.84
FOTZ240628153:		Friends of the Topeka Zoo Pass	8.84
FOTZ240628153:		Friends of the Topeka Zoo Pass	54.86
FOTZ240628153:		Friends of the Topeka Zoo Pass	416.30
FOTZ240628153:		Friends of the Topeka Zoo Pass	54.19
FOTZ240628153:		Friends of the Topeka Zoo Pass	42.68
FOTZ240628153:		Friends of the Topeka Zoo Pass	23.00
FOTZ240628153:		Friends of the Topeka Zoo Pass	52.35
FOTZ240628153:		Friends of the Topeka Zoo Pass	164.20
115928	06/28/2024	G COOPERS INC 1100	<b>6,743.00</b>
46011	64984		6,743.00
115929	06/28/2024	GALLS PARENT HOLDINGS LLC 11211	<b>1,494.78</b>
027408389	64086		54.22
028231598	64936		704.86
028187912	65144		108.44
028192379	64936		226.04
028205052	65144		365.70
027833771	64086		35.52
115930	06/28/2024	GARNEY COMPANIES INC 5785	<b>343,604.24</b>
58842 16	58842		343,604.24
115931	06/28/2024	GRANICUS LLC 11388	<b>5,732.48</b>
184967	65337		5,732.48
115932	06/28/2024	GSC ENTERPRISES INC 12609	<b>30.00</b>
202405	63369		30.00
115933	06/28/2024	HELPING HANDS HUMANE SOCIETY 2183	<b>29,292.42</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
50485 2024	CONTRACT		29,292.42
115934 2375	06/28/2024 64140	HENRY OUTDOOR POWER LLC 8004	1,265.00
115935 2384	06/28/2024 65216	HERNLY ENVIRONMENTAL INC 9487	725.00
115936 C05445 001	06/28/2024 63455	HOUSE OF TOOL & ENGINEERING 10409	7,774.89
115937 00731992 00733310	06/28/2024 64264 64264	HYSPECO INC 13342	53.91 56.94
115938 42948	06/28/2024 65227	INTERPRETERS INC 11082	221.70
115939 51046	06/28/2024 63169	J&D EQUIPMENT INC 162	83.82
115940 151497	06/28/2024 60822	JEO CONSULTING GROUP INC 11840	2,536.25
115941 3415112 3413805 3413847 3413934 3413994 3414125 3414062 3414096 3413407 3414230 3413456 3413492 3414233 3413282 3413292 3413295 3413370 3414691 3414887 3414893 3411974 3412431 3413152 3413216 3413240 3410269 3415133 3413651 3413703 3413796 3415086 3415403 3415406 3414247 3413378 3414445 3414500 3414959	06/28/2024 63339 63284 63284 63339 63284 63284 63339 63339 63284 63284 63324 63338 63338 63284 63324 63284 63338 63324 63284 63324 63284 63339 63324 63339 63338 63284 63338 63284 63324 63284 63339 63324 63339 63338 63284 63324 63284 63339 63284 63338 63284 63324 63284 63339 63324 63339 63338 63284 63324 63284 63339 63284 63339 63284 63339 63284	JOBBER'S AUTOMOTIVE WAREHOUSE 2639	1,943.82 2.64 12.93 0.90 13.24 51.00 51.06 2.59 12.94 62.83 6.68 23.28 26.85 48.01 32.29 488.39 81.52 2.72 9.25 82.76 22.27 -28.35 -9.00 90.76 43.36 29.85 -11.76 71.34 336.92 31.59 53.73 71.34 35.30 26.46 53.89 8.14 20.94 35.16 41.71

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3414315	63284		8.29
115942	06/28/2024	JOINT ECONOMIC DEVELOPMENT	6898
PAYMENT 05/29/	JEDO		1,003,777.71
PAYMENT 6/26/2	JEDO		966,784.56
115943	06/28/2024	KANSAS CITY AUDIO VISUAL INC	5874
44884	65057		1,299.00
115944	06/28/2024	KANSAS HEAVY CONSTRUCTION LLC	9260
2310 6	61440		133,915.50
115945	06/28/2024	KANSAS PERSONNEL SERVICES INC	2849
3065435	63777		191.82
115946	06/28/2024	KANSASLAND TIRE INC OF HAYS KS	13228
24081	63285		205.40
24088	63325		282.50
24093	63325		282.50
24170	63285		534.80
24205	63325		2,097.06
115947	06/28/2024	KBS CONSTRUCTORS INC	2645
24 0542	60828		17,998.15
24 0543	60828		708,286.27
115948	06/28/2024	KLAVER CONSTRUCTION COMPANY	10517
64338 1	64338		580,890.00
115949	06/28/2024	L&J BUILDING MAINTENANCE	13636
6845	65061		530.00
6823	65061		400.00
6851	65061		172.50
6850	65061		2,060.00
115950	06/28/2024	LANDMARK STRUCTURES I LP	12424
61412 9	61412		290,773.31
115951	06/28/2024	LAWRENCE PEST CONTROL	13255
2650	63059		87.50
2648	63059		1,800.00
2649	63059		900.00
115952	06/28/2024	LETTS VANKIRK & ASSOCIATES	11233
44434	65093		18,062.00
115953	06/28/2024	LIGHTHOUSE CONTRACTING INC	3061
137KENDALFINA	64398		2,060.00
316NEWILSONFI	63011		14,515.00
115954	06/28/2024	LINEAGE MAILING SERVICES LLC	9223
212564	64028		1,108.79
115955	06/28/2024	MACKAY METERS INC	9037
1067092	65189		1,067.00
115956	06/28/2024	MATHESON TRI-GAS INC	7179
0029823539	63639		36.35
115957	06/28/2024	MINNESOTA ELEVATOR INC	7834
1077984	63728		165.00
1075149	63728		4,978.55

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1077045	63728		5,937.00
115958	06/28/2024	MISSOURI DOOR CO INC 3747	451.40
53826	63499		451.40
115959	06/28/2024	NEENAN COMPANY 3649	2,088.59
S3115797 001	63028		1,950.87
S3117871 001	63028		137.72
115960	06/28/2024	NORTH TOPEKA SADDLE CLUB 13665	500.00
2401	65253		500.00
115961	06/28/2024	O REILLY AUTOMOTIVE STORES INC 3714	861.90
0152 463696	63148		60.30
0152 461539	63292		229.32
0152 462167	63148		8.89
0152 462994	63292		240.84
0152 463737	63292		7.40
0152 460750	63292		81.06
0152 461104	63148		5.49
0152 463006	63292		25.19
0152 462410	63292		33.07
0152 460269	63292		80.62
0152 460322	63330		26.85
0152 460470	63292		62.87
115962	06/28/2024	ONE GAS INC 2707	425.38
0160108282-6.24		2101 SW URISH	145.94
5162940345-6.24		6305 SW 9TH ST	94.72
2144748782-6.24		2010 SW 37TH	139.25
9144748418-6.24		2816 SW 29TH	45.47
115963	06/28/2024	ONEILL EXCAVATING INC 10202	28,817.50
63636 2135 SE IN	63636		28,817.50
115964	06/28/2024	PACE ANALYTICAL SERVICES 3794	550.00
2460207315	63031		275.00
2460207607	63436		275.00
115965	06/28/2024	POMPS TIRE SERVICE INC 10675	1,201.50
1160076653	63294		363.70
1160076724	63294		36.50
1160076601	63294		257.15
1160076613	63294		544.15
115966	06/28/2024	PRECISE MRM LLC 11899	17,808.00
IN200 1049343	65240		2,843.00
IN200 1049344	65229		440.00
IN200 1049345	65234		2,641.00
IN200 1049347	65233		11,884.00
115967	06/28/2024	PROFESSIONAL ENGINEERING 4018	40,355.00
532359	52138		31,565.00
532362	60739		8,790.00
115968	06/28/2024	PVS DX INC 13277	8,733.42
817001075 24	63044		8,733.42
115969	06/28/2024	QAL-TEK ASSOCIATES LLC 8335	1,545.50
INV 24 02355	64702		1,545.50
115970	06/28/2024	RANDY LONG TRUCKING LLC 4105	28,060.00

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24087	63430		13,110.00
24088	63430		14,950.00
115971 64805 2	06/28/2024 64805	RECREATION ENGINEERING AND	8873 5,070.00
			<b>5,070.00</b>
115972 3841	06/28/2024 65131	RHYTHM ENGINEERING LLC	4192 4,050.00
			<b>4,050.00</b>
115973 0339	06/28/2024 65296	RIGS LLC	13159 500.00
			<b>500.00</b>
115974 6007	06/28/2024 64120	ROBERT ARMSTRONG	255 1,000.00
			<b>1,000.00</b>
115975 2024 GRANT	06/28/2024 CONTRACT	ROCHESTER CEMETERY ASSOCIATION	4257 20,000.00
			<b>20,000.00</b>
115976 30206787	06/28/2024 64487	SAFEWARE INC	6902 32,079.96
			<b>32,079.96</b>
115977 48497 48495	06/28/2024 64075 54616	SCHWERDT DESIGN GROUP	4427 10,245.00 2,139.20
			<b>12,384.20</b>
115978 4919 4908	06/28/2024 64349 64349	SHILLING ASPHALT INC	11935 4,313.86 8,025.03
			<b>12,338.89</b>
115979 S 63187 S 63259 S 2 9504 S 63148 S 29411	06/28/2024 63553 63553 63553 63553 63553	SPENCER & COMPANY	2321 1,005.40 -230.39 97.83 198.24 135.00
			<b>1,206.08</b>
115980 6004518940 6004464869 6004518939 6004019347 6004136481 6004136482 6004201887 6004268982 6004268984	06/28/2024 65235 65196 65235 65138 65167 65166 65197 65197 65203	STAPLES CONTRACT N COMMERCIAL	4725 276.67 162.88 7.84 549.08 99.96 40.84 1.84 52.07 58.24
			<b>1,249.42</b>
115982 0001525 IN 0001552 IN	06/28/2024 63333 63333	SUMMIT AUTO SUPPLY	12303 132.96 1,400.00
			<b>1,532.96</b>
115983 133089585 0021	06/28/2024 64020	SUNBELT RENTALS INC	12727 125.00
			<b>125.00</b>
115984 SD 23 280 5 SD 21 8 1 FINAL	06/28/2024 62634 61779	SUNFLOWER DESIGN LLC	11469 3,327.30 4,350.00
			<b>7,677.30</b>
115985 64958 101 SE 29 62707 3	06/28/2024 64958 62707	SUNFLOWER PAVING INC	4815 3,848.65 5,400.00
			<b>9,248.65</b>

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
115986 2024 GRANT	06/28/2024 CONTRACT	TOPEKA CEMETERY INC 5019	50,000.00
115987 6202024123456	06/28/2024 62766	TOPEKA HABITAT FOR HUMANITY 7178	5,072.60
115988 2012146	06/28/2024 64986	TORGESON TRENCHING SERVICE 5062	11,314.00
115989 63481 10 63481 11	06/28/2024 63481 63481	TSQUARED LAWN CARE 12761	1,980.00
115990 3133797 3133827 3134398 3133302 313338 3133389	06/28/2024 63389 63389 63389 63389 63389 63389	U S LIME COMPANY - ST CLAIR 5117	56,039.94
115991 PCARD06212024	06/28/2024	UMB BANK NA 5127	52,862.12
115992 1910056440 1910056707 1910056038 1910056039 1910056040 1910056714 1910057044 1910056708 1910056709 1910056710 1910056711 1910056041 1910056712 1910056713 1910056042 1910056043 1910056044 1910056045	06/28/2024 63504 63348 63348 63491 63491 63504 63504 63491 63491 63491 63348 63491 63348 63504 63348 63348 63504 63504 63504	UNIFIRST CORPORATION 5134	301.80
115993 CIN470019192	06/28/2024 63678	US PEROXIDE LLC 12298	14,243.67
115994 518102 516206 516208 516227 516536 516537 516735 517347 516886	06/28/2024 63347 63586 63586 63586 63586 63586 63586 63586 63586	VANDERBILT'S NO 6 5199	1,369.91
115995 2801469262 2801470789 2801470791 2801470799	06/28/2024 63877 63337 63337 63877	VESTIS GROUP INC 9589	1,270.37

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2801470800	63877		64.77
2801469295	63337		21.36
2801469290	63264		130.05
2801469291	63337		30.57
2801469304	63877		139.39
2801469305	63877		84.77
2801469306	63877		46.30
2801469307	63877		8.99
2801470801	63877		56.61
2801470802	63877		8.99
2801468939	63337		28.24
2801470866	63877		62.85
2801470713	63337		28.24
2801470788	63264		209.75
280002015	63337		-24.00
115996	06/28/2024	WSP USA ENVIRONMENT & 7704	<b>5,380.00</b>
40041149	51381		2,520.00
40041279	57185		2,860.00
115997	06/28/2024	YARDCRAFTERS LLC 13035	<b>3,944.35</b>
12966	64360		720.00
12991	64316		857.35
13030	64360		705.00
13033	64271		599.00
13038	64360		255.00
13039	64316		643.00
13062	64360		165.00
115998	06/28/2024	NEPTUNE TECHNOLOGY GROUP INC 3658	<b>9,950.00</b>
N760605	61819		9,950.00
115999	06/28/2024	5JS LLC 12947	<b>500.00</b>
BAR107-0724		S+C July Payment	500.00
116000	06/28/2024	ARROW PROPERTY MANAGEMENT SERV 13221	<b>13,179.00</b>
JON105-0724		S+C July Payment	960.00
BLA106-0724		S+C July Payment	378.00
BOU101-0724		S+C July Payment	1,231.00
CAR102-0724		S+C July Payment	911.00
CLI102-0724		S+C July Payment	727.00
FRI101-0724		S+C July Payment	419.00
GAM101-0724		S+C July Payment	692.00
GOT102-0724		S+C July Payment	731.00
LAW102-0724		S+C July Payment	681.00
ALB101-0724		S+C July Payment	692.00
RAM101-0724		S+C July Payment	750.00
ROB108-0724		S+C July Payment	931.00
ALL114-0724		S+C July Payment	649.00
MCC107-0724		S+C July Payment	402.00
WHE105-0724		S+C July Payment	681.00
SCH103-0724		S+C July Payment	692.00
SCO104-0724		S+C July Payment	960.00
PEN102-0724		S+C July Payment	692.00
116001	06/28/2024	BECKWITH, LYNN E 12607	<b>467.00</b>
GAY101-0724		S+C July Payment	467.00
116002	06/28/2024	BELLA PACIFIC BUILDERS LLC 12326	<b>635.00</b>
SMI104-0724		S+C July Payment	635.00
116003	06/28/2024	BEN FRANKLIN PROPERTIES LLC 12021	<b>1,334.00</b>
KER101-0724		S+C July Payment	534.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
REE105-0724		S+C July Payment	800.00
116004	06/28/2024	BENNETT PROPERTY LLC	440
THO104-0724		S+C July Payment	227.00
116005	06/28/2024	BPM LLC	579
MAR114-0724		S+C July Payment	700.00
SCH104-0724		S+C July Payment	650.00
BLE101-0724		S+C July Payment	619.00
116006	06/28/2024	BRASS RAIL TAVERN INC	13658
TOR103-0624IM		IM June 2024 Payment	2,000.00
116007	06/28/2024	BREAKTHROUGH HOUSE INC	599
MOR104-0724		S+C July Payment	336.00
116008	06/28/2024	BRICKHOUSE REAL ESTATE	12009
ALV102-0724		S+C July Payment	675.00
116009	06/28/2024	BROOKWOOD TERRACE HOUSING LP	644
DOR101-0724		S+C July Payment	458.00
BRI107-0724		S+C July Payment	658.00
BUR102-0724		S+C July Payment	458.00
CHA102-0724		S+C July Payment	638.00
BAK101-0724		S+C July Payment	434.00
SMI123-0724		S+C July Payment	600.00
STO101-0724		S+C July Payment	447.00
MOR105-0724		S+C July Payment	610.00
PHE101-0724		S+C July Payment	458.00
HIL107-0724		S+C July Payment	638.00
MOE102-0724		S+C July Payment	600.00
PRY101-0724		S+C July Payment	564.00
QUI101-0724		S+C July Payment	590.00
BAI101-0724		S+C July Payment	458.00
116010	06/28/2024	BROWN, JASON A	13187
COB101-0624IM		IM June 2024 Payment	750.00
116011	06/28/2024	BROWN, YOLANDA	13259
KIN101-0724		S+C July Payment	497.00
116012	06/28/2024	BRUDER INVESTMENTS LLC	11801
BUS102-0724		S+C July Payment	1,025.00
AND107-0724		S+C July Payment	1,055.00
BRO103-0724		S+C July Payment	387.00
FLO102-0724		S+C July Payment	638.00
HUR103-0724		S+C July Payment	747.00
SUH103-0724		S+C July Payment	816.00
THO111-0724		S+C July Payment	631.00
WAS103-0724		S+C July Payment	658.00
116013	06/28/2024	BUESCHER, MELISSA	11525
EVE101-0724		S+C July Payment	1,372.00
116014	06/28/2024	BURGESS, TERRY	13002
BUR101-0724		S+C July Payment	604.00
116015	06/28/2024	CAPITOL MANAGEMENT LLC	792
ORT101-0724		S+C July Payment	1,000.00
116016	06/28/2024	CASTLE HOME MANAGEMENT LLC	9474
BOO102-0724		S+C July Payment	825.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
SHA106-0724		S+C July Payment	1,231.00
116017	06/28/2024	CHAVEZ, RITA ANN 13280	<b>475.00</b>
WEL102-0724		S+C July Payment	475.00
116018	06/28/2024	CHRISTOPHER BOWEN 12637	<b>232.00</b>
ALL104-0724		S+C July Payment	232.00
116019	06/28/2024	CJS REAL ESTATE 10107	<b>4,545.00</b>
HAR102-0724		S+C July Payment	541.00
RIC103-0724		S+C July Payment	383.00
STE103-0724		S+C July Payment	692.00
TRA101-0724		S+C July Payment	417.00
RHO104-0724		S+C July Payment	653.00
FRE108-0724		S+C July Payment	104.00
MCG1031-0724		S+C July Payment	950.00
CLE102-0724		S+C July Payment	805.00
116020	06/28/2024	COMMUNITY ACTION INC 11697	<b>3,825.00</b>
LAN104-0724		S+C July Payment	507.00
BRA106-0724		S+C July Payment	378.00
BAR111-0724		S+C July Payment	452.00
HAR107-0724		S+C July Payment	401.00
JAC102-0724		S+C July Payment	464.00
JEF101-0724		S+C July Payment	395.00
JON104-0724		S+C July Payment	130.00
BYR102-0724		S+C July Payment	370.00
LAB101-0724		S+C July Payment	393.00
VEL101-0724		S+C July Payment	335.00
116021	06/28/2024	CORNERSTONE APARTMENTS LP 7173	<b>155.00</b>
LAD1024-0724		S+C July Payment	155.00
116022	06/28/2024	CORNERSTONE OF TOPEKA INC 1117	<b>1,264.00</b>
LEA101-0724		S+C July Payment	297.00
EDM101-0724		S+C July Payment	559.00
PRI1029-0724		S+C July Payment	408.00
116023	06/28/2024	COX, WILLIAM R 1151	<b>1,155.00</b>
KIM1032-0724		S+C July Payment	1,155.00
116024	06/28/2024	CREEK, JACKIE S 13124	<b>850.00</b>
MAR113-0724		S+C July Payment	850.00
116025	06/28/2024	DUNCAN, CLAUDE 1442	<b>805.00</b>
HAD103-0724		S+C July Payment	805.00
116026	06/28/2024	EBERT, JOSEPH R 13089	<b>1,996.00</b>
MUR104-0724		S+C July Payment	650.00
EVA101-0724		S+C July Payment	1,346.00
116027	06/28/2024	ELITE LEASING SERVICES 13657	<b>2,922.00</b>
DAV104-0724		S+C July Payment	306.00
FAR102-0724		S+C July Payment	371.00
LAM101-0724		S+C July Payment	595.00
LIN102-0724		S+C July Payment	825.00
MCF102-0724		S+C July Payment	825.00
116028	06/28/2024	EMERT, JENNIFER 11689	<b>550.00</b>
WIL116-0724		S+C July Payment	550.00
116029	06/28/2024	EPIC PROPERTY MANAGEMENT LLC 12164	<b>7,527.00</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
ROL103-0724		S+C July Payment	804.00	
ANS102-0724		S+C July Payment	590.00	
BAR105-0724		S+C July Payment	472.00	
BRA101-0724		S+C July Payment	262.00	
HAR104-0724		S+C July Payment	194.00	
MAY103-0724		S+C July Payment	381.00	
ORT104-0724		S+C July Payment	187.00	
PHI103-0724		S+C July Payment	653.00	
RHO103-0724		S+C July Payment	324.00	
MOY101-0724		S+C July Payment	226.00	
ROA102-0724		S+C July Payment	277.00	
CAR101-0724		S+C July Payment	385.00	
CAS113-0724		S+C July Payment	111.00	
DAV103-0724		S+C July Payment	540.00	
ERI101-0724		S+C July Payment	882.00	
KEN101-0724		S+C July Payment	446.00	
MOR103-0724		S+C July Payment	462.00	
MES102-0724		S+C July Payment	331.00	
116030	06/28/2024	GREEN, BRIAN	1986	<b>675.00</b>
HOW102-0724		S+C July Payment		675.00
116031	06/28/2024	GUINN GROUP PROPERTIES LLC	13028	<b>458.00</b>
WRI103-0724		S+C July Payment		458.00
116032	06/28/2024	HAYES, MEGAN	12526	<b>1,302.00</b>
HES103-0724		S+C July Payment		850.00
VEN101-0724		S+C July Payment		452.00
116033	06/28/2024	HIGGINBOTHOM, CORY	11411	<b>1,855.00</b>
DUP102-0724		S+C July Payment		395.00
MOO106-0724		S+C July Payment		419.00
TUR102-0724		S+C July Payment		392.00
WOM101-0724		S+C July Payment		649.00
116034	06/28/2024	HIGHLAND PARK APARTMENTS LLC	12625	<b>4,184.00</b>
DOU104-0724		S+C July Payment		1,006.00
ESP101-0724		S+C July Payment		550.00
HAR110-0724		S+C July Payment		308.00
KIR103-0724		S+C July Payment		1,030.00
LES103-0724		S+C July Payment		419.00
TAY103-0724		S+C July Payment		871.00
116035	06/28/2024	JACOBSEN PROPERTY MNG LLC	11940	<b>396.00</b>
ALL117-0724		S+C July Payment		396.00
116036	06/28/2024	RAGSDALE, JEFF	7375	<b>320.00</b>
KOZ1041-0724		S+C July Payment		320.00
116037	06/28/2024	KANSAS CAPITAL CORNERS LLC	11119	<b>920.00</b>
BLA105-0724		S+C July Payment		561.00
CON103-0724		S+C July Payment		359.00
116038	06/28/2024	KURTZ, HENRY JOE	2924	<b>850.00</b>
NEL103-0724		S+C July Payment		850.00
116039	06/28/2024	LENTZ, MARILYN	3033	<b>620.00</b>
MAR101-0724		S+C July Payment		620.00
116040	06/28/2024	MADISON STREET APARTMENTS LLC	10691	<b>1,772.00</b>
WIL113-0724		S+C July Payment		535.00
SEI102-0724		S+C July Payment		283.00
ONE104-0724		S+C July Payment		379.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
RAN101-0724		S+C July Payment	575.00
116041	06/28/2024	MAHNOPLY LLC 11407	<b>1,046.00</b>
PEO112-0724		S+C July Payment	585.00
WEA102-0724		S+C July Payment	461.00
116042	06/28/2024	MARINER, FAAMANUIAGA T 6387	<b>1,044.00</b>
LAX101-0724		S+C July Payment	413.00
MIM102-0724		S+C July Payment	631.00
116043	06/28/2024	MEITNER PROPERTIES LLC 13472	<b>825.00</b>
BEN101-0724		S+C July Payment	825.00
116044	06/28/2024	OAKBROOK HOLDINGS LLC 11512	<b>1,051.00</b>
BUR103-0724		S+C July Payment	629.00
WIL101-0724		S+C July Payment	422.00
116045	06/28/2024	OAKRIDGE INVESTORS 13241	<b>550.00</b>
PAR101-0724		S+C July Payment	550.00
116046	06/28/2024	SAGGART, PAMELA 7218	<b>478.00</b>
THE101-0724		S+C July Payment	478.00
116047	06/28/2024	PARK WEST APARTMENTS OF 12276	<b>650.00</b>
FRI1060-0724		S+C July Payment	650.00
116048	06/28/2024	PETERSEN, LONNIE 3909	<b>600.00</b>
SHA1042-0724		S+C July Payment	600.00
116049	06/28/2024	PIONEER MOTIVE POWER PLACE LP 9278	<b>1,877.00</b>
COO102-0724		S+C July Payment	157.00
SUT102-0724		S+C July Payment	364.00
AND102-0724		S+C July Payment	226.00
MCC103-0724		S+C July Payment	530.00
DOD101-0724		S+C July Payment	600.00
116050	06/28/2024	POTTS, GERALD 6378	<b>386.00</b>
BRO108-0724		S+C July Payment	386.00
116051	06/28/2024	PREMIER MANAGEMENT LLC 13638	<b>575.00</b>
TOR102-0624		S+C June 2024 Payment	575.00
116052	06/28/2024	PURE OPERATING LLC 13243	<b>2,726.00</b>
BAR109-0724		S+C July Payment	669.00
BAY101-0724		S+C July Payment	448.00
CHA104-0724		S+C July Payment	831.00
GIB107-0724		S+C July Payment	373.00
HOP103-0724		S+C July Payment	405.00
116053	06/28/2024	QUINDARO INVESTMENTS 13249	<b>692.00</b>
FRE102-0724		S+C July Payment	692.00
116054	06/28/2024	RED TREE LLC 11968	<b>4,345.00</b>
BRY103-0724		S+C July Payment	400.00
DEL101-0724		S+C July Payment	843.00
DRE101-0724		S+C July Payment	575.00
FOX101-0724		S+C July Payment	643.00
HEN108-0724		S+C July Payment	434.00
HIN101-0724		S+C July Payment	500.00
WAG102-0724		S+C July Payment	550.00
WRI101-0724		S+C July Payment	400.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116055 GRO101-0724	06/28/2024	RENT TOPEKA HOMES S+C July Payment	4175 706.00
116056 MAR102-0724	06/28/2024	SABER PROPERTIES LLC S+C July Payment	13275 750.00
116057 BIG101-0724	06/28/2024	SANCHEZ, ADRIAN S+C July Payment	12305 301.00
116058 ORT102-0724	06/28/2024	SCHMIDT REAL ESTATE LLC S+C July Payment	11937 1,078.00
116059 DIX101-0724	06/28/2024	SMALL FISH PARTNERS LLC S+C July Payment	11065 600.00
116060 KEN102-0724 PRY104-0724 PER108-0724 MOL101-0724	06/28/2024	STILL PRODUCING LLC S+C July Payment S+C July Payment S+C July Payment S+C July Payment	12907 531.00 618.00 433.00 644.00
116061 WES101-0724	06/28/2024	STONER, JAMES KYLE S+C July Payment	10712 731.00
116062 MUN101-0724 DAL103-0724	06/28/2024	SUAREZ 7 LLC S+C July Payment S+C July Payment	11066 449.00 593.00
116063 LUT102-0724	06/28/2024	SUAREZ, ISAAC M S+C July Payment	12212 315.00
116064 AND106-0724 BRO109-0724 CLA105-0724 DIV101-0724 RIC105-0724 SMI109-0724	06/28/2024	TDU LLC S+C July Payment S+C July Payment S+C July Payment S+C July Payment S+C July Payment S+C July Payment	12440 614.00 595.00 695.00 276.00 750.00 911.00
116065 JON106-0724	06/28/2024	THE LIBRARY APARTMENTS INC S+C July Payment	11304 266.00
116066 COO105-0724 LUC104-0724	06/28/2024	TINDELL, MATTHEW S+C July Payment S+C July Payment	12387 690.00 895.00
116067 OBR101-0724	06/28/2024	TOPEKA HOUSING MANAGEMENT S+C July Payment	11981 218.00
116068 GAL102-0724	06/28/2024	PORTILLO, TRINIDAD O S+C July Payment	6962 900.00
116069 MCC106-0724	06/28/2024	VANHOUSE, DANIEL W S+C July Payment	5201 205.00
116070 ROB106-0724	06/28/2024	VERTEX BRENTWOOD LLC S+C July Payment	13012 389.00
116071 FAR103-0724 MEN112-0724	06/28/2024	WALKER, JOSEPH SCOTT S+C July Payment S+C July Payment	9786 600.00 749.00

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116072 DAL102-0724	06/28/2024	WONDERFUL WORKS RENTAL S+C July Payment 11105	286.00 <b>286.00</b>
116073 HAR111-0724	06/28/2024	ZAYNAB LLC S+C July Payment 13083	410.00 <b>410.00</b>
116074 7029781511	06/28/2024 63396	APPLIED INDUSTRIAL 245	201.60 <b>201.60</b>
116075 06258298 06258077 06258257 06258284 06258286 06258287	06/28/2024 63188 63188 63311 63188 63311 63188	BERRY COMPANIES INC 5408	87.08 44.05 769.46 622.00 132.38 69.00 <b>1,723.97</b>
116076 144124 144061 144110	06/28/2024 62962 62962 62962	CAPITAL BELT & SUPPLY INC 776	77.96 68.00 663.20 <b>809.16</b>
116077 JS0375 JS0745 JS0749 40078911 1147158 1779106 TP	06/28/2024 63308 63401 63308 63308 63308 63195	CAPITAL CITY OIL CO INC 778	1,622.94 486.07 891.89 22,339.19 55.50 153.55 <b>25,549.14</b>
116078 8792 1067467 8792 1067595	06/28/2024 63034 63438	CONSOLIDATED ELECTRICAL 4174	1,188.00 89.26 <b>1,277.26</b>
116079 V053202 U829320 V044820 U398680 V044821 V044822 V053201 T833080 V055032 V057070	06/28/2024 64056 64886 63882 64173 64055 64056 63882 62613 63883 64173	CORE & MAIN LP 2146	5,962.32 2,112.81 7,839.00 261.30 1,567.80 1,567.80 3,407.04 17,760.60 5,877.96 2,555.28 <b>48,911.91</b>
116080 KSTOP321122 KSTOP321208	06/28/2024 63259 63143	FASTENAL COMPANY 1619	11.95 682.30 <b>694.25</b>
116081 0086353 IN 0086460 IN	06/28/2024 65271 65276	GADES SALES COMPANY INC 1820	469.56 235.49 <b>705.05</b>
116082 9143271956 9147213640 9150360130 9150697754	06/28/2024 65190 65224 65245 65246	GRAINGER 1964	259.80 145.00 468.00 167.04 <b>1,039.84</b>
116083 INV00383544	06/28/2024 63449	HD SUPPLY INC 12991	459.00 <b>459.00</b>

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Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116084	06/28/2024	IBT INC 2377	<b>1,938.29</b>
8410979	63023		1,752.88
8410980	63023		185.41
116085	06/28/2024	J & A TRAFFIC PRODUCTS LLC 2453	<b>3,405.00</b>
37966	64926		3,405.00
116086	06/28/2024	SAFETY SUPPLIES 4336	<b>411.25</b>
SSI 240618	62982		175.00
SSI 240623	62982		168.00
SSI 240638	62982		68.25
116087	06/28/2024	SALISBURY SUPPLY COMPANY INC 4352	<b>1,742.28</b>
361356	63439		87.99
361898	63035		40.64
362095	63439		90.81
362277	63035		11.82
362296	63439		6.68
362090	63439		200.00
361904	63439		352.58
360562	63035		52.32
361896	63035		73.68
361736	63439		98.62
361532	63035		367.71
361358	63439		16.15
360739	63439		16.46
360955	63439		241.63
361162	63035		3.86
361174	63035		81.33
116088	06/28/2024	SAMCO INC 4355	<b>5,344.27</b>
2401516	63680		3,713.50
2401218	63679		199.50
2401420	63680		782.33
2401356	63680		648.94
116089	06/28/2024	TRADEPOST ENTERTAINMENT 12725	<b>1,572.00</b>
20102	64937		1,572.00
116090	06/28/2024	UNIVAR SOLUTIONS USA INC 8443	<b>6,690.45</b>
52152466	63388		6,690.45
116091	06/28/2024	HUNTER LANE LLC 12191	<b>164,706.90</b>
557554	64198		4,870.98
557555	64198		3.30
557484	64198		159,832.62
116092	06/28/2024	STORMONT VAIL WORK CARE 4783	<b>17,395.00</b>
515184 MAY 2024	65303		625.00
512637 MAY 2024	65303		1,760.00
512636 MAY 2024	65303		1,565.00
512634 MAY 2024	65303		4,170.00
512633 MAY 2024	65303		745.00
583490 MAY 2024	65303		298.00
571327 MAY 2024	65303		8,232.00
116093	06/28/2024	CITY OF TOPEKA FRIENDSHIP FUND 948	<b>572.75</b>
FR102406281532		Friendship Fund	27.00
FR102406281532		Friendship Fund	139.00
FR102406281532		Friendship Fund	18.00
FR102406281532		Friendship Fund	8.00
FR102406281532		Friendship Fund	168.00

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
FR102406281532		Friendship Fund	38.50
FR102406281532		Friendship Fund	17.00
FR102406281532		Friendship Fund	37.00
FR102406281532		Friendship Fund	73.50
FR102406281532		Friendship Fund	46.75
116094	06/28/2024	COLONIAL LIFE & ACCIDENT	8789
6/28/24 PAYROLL	PAYROLL		4,268.49
6/14/24 PAYROLL	PAYROLL		4,268.49
			<b>8,536.98</b>
116095	06/28/2024	COLONIAL LIFE & ACCIDENT	8789
6/28/24 PAYROLL	PAYROLL		5,022.33
6/14/24 PAYROLL	PAYROLL		5,022.33
			<b>10,044.66</b>
116096	06/28/2024	COLONIAL LIFE & ACCIDENT	8789
6/28/24 PAYROLL	PAYROLL		1,854.42
6/14/24 PAYROLL	PAYROLL		1,854.42
			<b>3,708.84</b>
116097	06/28/2024	COLONIAL LIFE & ACCIDENT	8789
ADJ ESSMAN DI:	PAYROLL		-14.40
6/28/24 PAYROLL	PAYROLL		5,752.20
6/14/24 PAYROLL	PAYROLL		5,766.60
			<b>11,504.40</b>
116098	06/28/2024	DVM INSURANCE AGENCY	12262
6/28/24 PAYROLL	PAYROLL		871.76
6/14/24 PAYROLL	PAYROLL		871.76
			<b>1,743.52</b>
116099	06/28/2024	INTERNATIONAL ASSOCIATION OF	2424
UNI12406281532		Union Dues - IAFF	9,432.36
6/28/24 ADMIN F	PAYROLL		-14.28
			<b>9,418.08</b>
116100	06/28/2024	KANSAS ASSOCIATION OF PUBLIC	2630
UNK1240628153:		Union Dues - KAPE	56.51
UNK1240628153:		Union Dues - KAPE	94.89
UNK1240628153:		Union Dues - KAPE	356.41
UNK1240628153:		Union Dues - KAPE	96.34
UNK1240628153:		Union Dues - KAPE	76.30
UNK1240628153:		Union Dues - KAPE	40.57
UNK1240628153:		Union Dues - KAPE	26.83
UNK1240628153:		Union Dues - KAPE	83.32
			<b>831.17</b>
116101	06/28/2024	SURENCY LIFE & HEALTH	10654
6/28/24 PAYROLL	PAYROLL		5,248.05
6/14/24 PAYROLL	PAYROLL		5,216.37
			<b>10,464.42</b>
116102	06/28/2024	UNITED WAY OF KAW VALLEY INC	5157
UW10240628153		United Way	5.00
UW10240628153		United Way	1.00
UW10240628153		United Way	72.00
UW10240628153		United Way	5.00
UW10240628153		United Way	5.00
UW10240628153		United Way	2.00
UW10240628153		United Way	37.00
			<b>127.00</b>
116103	06/28/2024	ALFRED BENESCH & COMPANY	12193
284394	62591		6,657.00
			<b>6,657.00</b>
116104	06/28/2024	BIRD, SHAWN	13666
1007	65239		1,812.50
			<b>1,812.50</b>
116105	06/28/2024	DOXIM UTILITEC LLC	11892
0824 PA	63391		28,250.00
			<b>28,250.00</b>

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116106 160895	06/28/2024 64503	MCDONALD TINKER PA 13408	1,025.00 <b>1,025.00</b>
116107 2405112 2405113 2405109 2405111	06/28/2024 63441 63588 63441 63588	SAFETY CONSULTING INC 4335	400.00 1,112.00 278.00 278.00 <b>2,068.00</b>
116108 2564 2567 2570	06/28/2024 64441 64839 64441	STAR SERVICES PROPERTY 13027	2,000.00 547.80 2,000.00 <b>4,547.80</b>
116109 233559 233827	06/28/2024 62230 63302	TFM COMM INC 4914	2,119.74 760.00 <b>2,879.74</b>
116110 13035 13104	06/28/2024 63303 63303	TOPEKA AUTO GLASS LLC 13226	374.49 55.00 <b>429.49</b>
116111 PTR23 CORNELI	06/28/2024 PTR23	CORNELIUS, CHIQUITA 13680	650.00 <b>650.00</b>
116112 PTR23 EDDES	06/28/2024 PTR23	EDDES, HERMAN J 13669	381.64 <b>381.64</b>
116113 PTR23 ZARAZUA	06/28/2024 PTR23	ZARAZUA, ISABEL 13670	530.22 <b>530.22</b>
116114 64346 2 65206 5725 SW 1 63482 4 65205 5712 SW 1 62889 3	06/28/2024 64346 65206 63482 65205 62889	EMCON INC 1523	67,513.50 4,494.00 326,692.62 3,864.00 363,109.50 <b>765,673.62</b>
1 void before report was ran			\$190.12
<b>Total for Electronic Payments</b>			<del>18,630,224.04</del>
<b>Need to Define MNL</b>			<b>18,630,414.96</b>
1980 W/E 05/31/2024	06/07/2024 ACH DEBT	ASI DAILY EMPLOYEE PAYMENTS 9872	4,267.70 <b>4,267.70</b>
1981 W/E 05/31/2024	06/07/2024 ACH DEBT	CORVEL HEALTHCARE CORPORATION 8818	40,881.51 <b>40,881.51</b>
1982 PAYROLL 05/31/24	06/07/2024 PAYROLL	DEPT OF TREASURY 9805	548,013.30 <b>548,013.30</b>
1983 PAYROLL 05/31/24	06/07/2024 PAYROLL	KANSAS DEPT OF REVENUE 9806	139,805.99 <b>139,805.99</b>
1984 PAYROLL-OP LIF KP&F-ADJ BAKE KPERs-ADJ PEL KPERs-ADJ VOE PAYROLL-KPERs PAYROLL-KP&F	06/07/2024 PAYROLL PAYROLL PAYROLL PAYROLL PAYROLL PAYROLL	KPERs 9818	7,482.32 1,196.56 1,424.28 1,389.89 213,726.92 510,048.84 <b>735,268.81</b>
1985	06/07/2024	STATE OF MISSOURI 13326	<b>109.58</b>

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
PAYROLL Q1 202	PAYROLL		109.58
1986	06/14/2024	STATE OF MISSOURI 13326	<b>120.84</b>
PAYROLL Q4 202	PAYROLL		120.84
1987	06/21/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	<b>60,246.32</b>
W/E 04/19/2024 †	HSA DEBT		2,821.61
W/E 03/22/2024 †	HSA DEBT		4,174.18
W/E 04/05/2024 †	HSA DEBT		36,223.93
W/E 06/07/2024	ACH DEBT		8,138.67
W/E 06/14/2024	ACH DEBT		4,454.76
W/E 03/08/2024 †	HSA DEBT		4,433.17
1988	06/21/2024	CORVEL HEALTHCARE CORPORATION 8818	<b>71,200.62</b>
W/E 06/07/2024	ACH DEBT		25,192.06
W/E 06/15/2024	ACH DEBT		22,237.96
W/E 03/29/2024	ACH DEBT		23,770.60
1989	06/21/2024	KPERS 9818	<b>799.39</b>
PAYROLL-WAR C	PAYROLL		192.92
PAYROLL-WAR C	PAYROLL		606.47
1990	06/28/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	<b>11,323.33</b>
W/E 06/21/2024	ACH DEBT		5,936.66
W/E 02/23/24 HS.	HSA DEBT		5,386.67
1991	06/28/2024	GREAT WEST LIFE & ANNUITY 9755	<b>119,538.04</b>
1196865730	PAYROLL		119,538.04
1992	06/28/2024	STATE OF KANSAS 2691	<b>66,552.32</b>
4172 X6M3 CRNSALES TAX WATE			66,552.32
1993	06/28/2024	CORVEL HEALTHCARE CORPORATION 8818	<b>35,173.01</b>
W/E 06/21/2024	ACH DEBT		35,173.01
1994	06/28/2024	STATE OF MISSOURI 13326	<b>79.46</b>
PAYROLL 02/16/2	PAYROLL		79.46
<b>Total for Need to Define MNL</b>			<b>1,833,380.22</b>
<b>Need to Define PPD</b>			
10170	06/07/2024	BAILEY, TANNER 13642	<b>21.75</b>
45441.3740		EE-DL REIMBURSEMENT (TEAMSTER)	21.75
10171	06/07/2024	WILLIAMS, BONNIE 7057	<b>120.09</b>
45421.4892		WICHITA KS 04/26-28/2024	120.09
10172	06/07/2024	BREWER, LINDY 608	<b>120.09</b>
45421.5335		WICHITA KS 4/26-28/2024	120.09
10173	06/07/2024	CHILGREN, HEATHER 10264	<b>276.00</b>
45419.3694		ADV-ORLANDO FL 6/8-12/2024	276.00
10174	06/07/2024	COFFLAND, ADAM 9776	<b>233.10</b>
45415.4799		ADV-ANAHEIM CA 6/10-14/2024	233.10
10175	06/07/2024	HUG, MARY F 2333	<b>178.06</b>
45442.6588		NEWTON KS 5/15-17-2024	178.06
10176	06/07/2024	THEURI, DUNCAN 11752	<b>366.30</b>
45421.4316		ADV-ANAHEIM CA 6/9-16/2024	366.30
10178	06/14/2024	NIENSTEDT, RICHARD U 13117	<b>501.83</b>

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
45454.6695		EE-MILEAGE 5/1-28/2024	501.83
10179	06/14/2024	PADILLA, MICHAEL 11310	<b>295.58</b>
45453.4903		CONCORDIA KS 6/6-7/2024	228.48
45443.3903		MEALS 4/22-5/30/2024	67.10
10180	06/14/2024	WALTMAN, ROBERT 5282	<b>45.25</b>
45433.3514		EE-DL REIMBURSEMENT (IAFF)	45.25
10181	06/14/2024	WALTON, PEYTON H 13656	<b>62.33</b>
45442.4501		EE-DL REIMBURSEMENT	62.33
10182	06/21/2024	HANIKA, BRADLEY C 2077	<b>332.80</b>
45446.6796		SALT LAKE CITY UT 5/19-24/2024	332.80
10183	06/21/2024	HAYDEN, RYAN B 2133	<b>140.80</b>
45429.4907		ADV-SALT LAKECITYUT 6/25-29/24	140.80
10184	06/21/2024	JOYCE, JUSTIN M 7205	<b>331.20</b>
45455.6571		ORLANDO FL 6/2-6/2024	331.20
10185	06/21/2024	KLAMM, JOSHUA D 2884	<b>129.80</b>
45429.2464		ADV-BENTONVILLE AR 6/24-28/24	129.80
10186	06/21/2024	LAWLER, KENNETH 2989	<b>331.20</b>
45456.3764		ORLANDO FL 6/2-6/2024	331.20
10187	06/28/2024	CHILGREN, HEATHER 10264	<b>420.77</b>
45419.3694		ADV-ORLANDO FL 6/8-12/2024	-276.00
45467.4624		RCN-ORLANDO FL 6/8-12/2024	696.77
10188	06/28/2024	KOCH, SCOTT 2902	<b>136.25</b>
45446.4982		EE-SAFETY BOOTS (FOP)	136.25
10189	06/28/2024	MALOTT, NICOLE 3183	<b>2,340.20</b>
45463.4011		ANAHEIM CA 6/10-13/2024	2,340.20
10190	06/28/2024	STEINLAGE, THERESA 9827	<b>155.20</b>
45378.6461		ADV-INDIANAPOLIS IN 5/19-23/24	-207.00
45453.4439		RCN-INDIANAPOLIS IN 5/19-23/24	362.20
10191	06/28/2024	THEURI, DUNCAN 11752	<b>315.30</b>
45421.4316		ADV-ANAHEIM CA 6/9-16/2024	-366.30
45467.6016		RCN-ANAHEIM CA 6/9-16/2024	681.60

ATTICUS WILCOX ISSUED 5/31 VOIDED 6/27 RE-ISSUED 7/5/24 void must be entered here and reissue will be on July report.

-379.20

### Total for Need to Define PPD

**~~6,659.90~~**

New PPD total 6474.70

### Check Payments

756273	06/07/2024	ACTION ADVERTISING CO INC 43	<b>1,530.00</b>
80301	63165		765.00
80321	63165		765.00
756274	06/07/2024	AT&T 281	<b>850.34</b>
78535783702758	DE		850.34
756275	06/07/2024	AT&T 281	<b>143.74</b>
322085980	5/19/24	POLICE UVERSE	143.74
756276	06/07/2024	AT&T 281	<b>101.65</b>
148547694	5/25/24	WELNESS UVERSE	101.65
756277	06/07/2024	AT&T 281	<b>1,486.53</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
5366659806	63815		1,486.53
756278	06/07/2024	AUTOZONE STORES LLC 11262	<b>379.95</b>
4473085965	63310		379.95
756279	06/07/2024	BROWNS SUPER SERVICE INC 670	<b>500.00</b>
148768	63349		500.00
756280	06/07/2024	ELLIOTT AUTO SUPPLY COMPANY 5676	<b>5,128.33</b>
8 871838	63258		44.54
8 872648	63258		425.67
8 Z20383	63314		241.34
8 872359	63314		495.04
8 871921	63258		20.23
8 871681	63258		109.86
8 872040	63314		495.04
8 872350	63314		148.20
8 872206	63258		185.26
8 871979	63258		45.26
8 872029	63258		78.26
2 6572328	63258		80.80
2 6572743	63314		169.87
2 6582810	63258		130.73
2 6579289	63258		236.27
2 6581559	63258		104.47
2 6576796	63314		269.36
2 6578070	63258		45.08
2 6578880	63258		155.40
8 872653	63258		7.18
8 871689	63258		54.94
8 872393	63258		125.34
8 871693	63258		66.01
8 872397	63314		78.00
8 871724	63314		579.28
8 871777	63314		239.96
8 872399	63314		235.48
8 872515	63258		261.46
756281	06/07/2024	ENVIRONMENTAL PROCESS 10364	<b>17,851.92</b>
05172403	64551		17,851.92
756282	06/07/2024	FEDEX 1632	<b>7.76</b>
8 508 42266	63418		7.76
756283	06/07/2024	FINLAY AUTOMOTIVE SUPPLY INC 10237	<b>592.04</b>
377533	63261		82.16
377738	63261		151.32
377657	63261		358.56
756284	06/07/2024	FIRST RESPONDER OUTFITTERS INC 10972	<b>725.39</b>
166340 1	64603		183.70
166341 1	64644		464.70
166342 1	64009		76.99
756285	06/07/2024	GERKEN RENT-ALL INC 12720	<b>61.93</b>
155109	63452		16.50
155051	63452		45.43
756286	06/07/2024	HAYS FIRE AND RESCUE SALES AND 11147	<b>8,108.49</b>
7051D	63270		6,961.70
7078D	63270		324.69
7079D	63270		282.12
7080D	63270		134.70



**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

<u>Check No.</u>	<u>Check Date/PO #</u>	<u>Vendor Name and Number</u>		<u>Check Amount</u>
756298 0000693358214	06/07/2024 63693	UNITED PARCEL SERVICE INC	5140 16.71	<b>16.71</b>
756299 IN20242278	06/07/2024 63682	UTILITY SAFETY AND DESIGN INC	12512 600.00	<b>600.00</b>
756300 193590	06/07/2024 63733	WEIS FIRE AND SAFETY EQUIPMENT	12226 9,750.00	<b>9,750.00</b>
756301 63787 1	06/07/2024 63787	WILDCAT CONSTRUCTION CO INC	5438 131,175.00	<b>131,175.00</b>
756302 HAM104-0524IM	06/07/2024	PIONEER ADAMS II LP IM June 2024 Payment	7285 750.00	<b>750.00</b>
756303 STR104-0624IM	06/07/2024	TOPEKA HOUSING AUTHORITY IM June 2024 Payment	10159 200.00	<b>200.00</b>
756304 91928 91927 91930	06/07/2024 63579 63579 63403	CENTRAL STATES MACHINING & WEL	869 1,960.89 460.68 1,910.40	<b>4,331.97</b>
756305 140914	06/07/2024 64227	MID-STATES MATERIALS LLC	3401 8,925.12	<b>8,925.12</b>
756306 102260275 102260488	06/07/2024 63026 63026	MIDWEST MOTOR SUPPLY CO INC	2854 103.74 416.22	<b>519.96</b>
756307 360967 377069 377070 377149	06/07/2024 65089 65089 65089 65089	ANESTHESIA ASSOC OF TOPEKA PA	225 212.33 131.68 697.53 301.72	<b>1,343.26</b>
756308 0603243540	06/07/2024 63632	ARC PHYSICAL THERAPY PLUS	9956 6,320.00	<b>6,320.00</b>
756309 E305812110 E305812120 E305988380 E305294180 E305294190 E305376450 E305505780 E305376460 E305988410 E305376470 E305679010 E305730351 E305730360	06/07/2024 65088 65088 65088 65088 65088 65088 65088 65088 65088 65088 65088 65088 65088	COTTON ONEIL CLINIC	1131 63.26 10.41 90.35 133.47 773.83 165.40 44.49 189.78 90.35 90.35 90.07 90.07 1,472.91	<b>3,304.74</b>
756310 60162748601 60169536801 60162748906 60187656900	06/07/2024 65087 65087 65087 65087	STORMONT VAIL HEALTHCARE	5753 2,027.03 807.74 1,491.92 614.17	<b>4,940.86</b>
756326	06/14/2024	BLITT AND GAINES PC	12381	<b>295.69</b>

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00000252024061		Garnishment - Pct of Net	295.69
756327	06/14/2024	BUTLER & ASSOCIATES PA 731	<b>413.24</b>
00000080624061		Garnishment - Pct of Net	413.24
756328	06/14/2024	BUTLER & ASSOCIATES PA 731	<b>163.04</b>
00000328724061		Garnishment - Pct of Net	163.04
756329	06/14/2024	BUTLER & ASSOCIATES PA 731	<b>115.28</b>
00000348824061		Garnishment - Pct of Net	115.28
756330	06/14/2024	BUTLER & ASSOCIATES PA 731	<b>115.28</b>
00000348824061		Garnishment - Pct of Net	115.28
756331		BUTLER & ASSOCIATES CHECK WAS VOIDED 7/15 BUT TIMING OF THE REPORT TOOK IT OFF THIS REPORT	675.71
756332	06/14/2024	BUTLER & ASSOCIATES PA 731	<b>413.17</b>
00000217624061		Garnishment - Pct of Net	413.17
756333	06/14/2024	CARL B DAVIS 12867	<b>64.61</b>
00000305824061		Bankruptcy - Amt 26 PP	64.61
756334	06/14/2024	CARL B DAVIS 12867	<b>69.23</b>
00000348524061		Bankruptcy - Amt 26 PP	69.23
756335	06/14/2024	CARL B DAVIS 12867	<b>85.39</b>
00000347924061		Bankruptcy - Amt 26 PP	85.39
756336	06/14/2024	CARL B DAVIS 12867	<b>70.62</b>
00000377124061		Bankruptcy - Amt 26 PP	70.62
756337	06/14/2024	CARL B DAVIS 12867	<b>304.62</b>
00000376924061		Bankruptcy - Amt 26 PP	304.62
756338	06/14/2024	CARL B DAVIS 12867	<b>64.61</b>
00000035024061		Bankruptcy - Amt 26 PP	64.61
756339	06/14/2024	CARL B DAVIS 12867	<b>507.69</b>
00000332024061		Bankruptcy - Amt 26 PP	507.69
756340	06/14/2024	MCNEILEPAPPAS PC 10454	<b>295.69</b>
00000252024061		Garnishment - Pct of Net	295.69
756341	06/14/2024	WILLIAM GRIFFIN CHAPTER 5446	<b>189.23</b>
00000379624061		Bankruptcy - Amt 26 PP	189.23
756342	06/14/2024	ALLTECH COMMUNICATIONS INC 9822	<b>90,665.00</b>
15860	64604		57,000.00
15861	64604		33,665.00
756343	06/14/2024	AT&T 281	<b>16,432.25</b>
6789589802	63814		16,432.25
756344	06/14/2024	AUTOZONE STORES LLC 11262	<b>1,367.82</b>
4473088406	63310		455.94
4473088422	63310		303.96
4473088424	63310		607.92
756345	06/14/2024	BIG TWIN INC 5031	<b>2,795.71</b>
861852	63189		1,751.77
881853	63189		1,043.94
756346	06/14/2024	BROWNS SUPER SERVICE INC 670	<b>1,208.00</b>
148367	63349		177.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
148467	63349		85.00
148798	63349		85.00
148606	63349		85.00
148656	63349		105.00
148502	63349		161.00
148517	63349		160.00
148585	63349		350.00
756347	06/14/2024	ELLIOTT AUTO SUPPLY COMPANY 5676	<b>1,464.03</b>
8 871069	63258		-84.00
8 873499	63258		99.40
8 871461	63258		-39.00
8 873435	63258		83.77
8 872917	63258		176.82
8 873082	63258		179.90
8 873309	63258		167.48
8 872810	63258		-84.00
8 Z20472	63314		963.66
756348	06/14/2024	FINLAY AUTOMOTIVE SUPPLY INC 10237	<b>1,811.47</b>
379971	63261		64.61
378649	63315		14.60
378668	63261		-57.14
378669	63315		57.14
379829	63261		229.95
379932	63261		19.00
378582	63315		238.56
380083	63315		74.65
378028	63315		69.16
378027	63261		9.99
377896	63315		74.83
380102	63315		78.16
378104	63261		38.20
378171	63261		444.70
378243	63261		428.16
378435	63261		8.74
378498	63261		18.16
756349	06/14/2024	FIRST RESPONDER OUTFITTERS INC 10972	<b>3,503.62</b>
165511 1	63729		1,795.65
166540 1	64603		193.78
166541 1	64644		399.00
166542 1	64895		510.00
166712 1	64009		605.19
756350	06/14/2024	GERKEN RENT-ALL INC 12720	<b>149.05</b>
155287	63452		148.19
155315	63452		0.86
756351	06/14/2024	GOLD STANDARD DIAGNOSTICS 12031	<b>2,353.04</b>
INV 2024 00714	63415		2,353.04
756352	06/14/2024	INCO USA LLC 13305	<b>14,705.81</b>
64332 1	64332		14,705.81
756353	06/14/2024	JOHN DEERE FINANCIAL FSB 5769	<b>2,014.75</b>
2243797	63291		2,014.75
756354	06/14/2024	JOHN HOFFER CHRYSLER JEEP INC 2541	<b>49.81</b>
168576	63279		49.81
756355	06/14/2024	KANSAS DEPARTMENT OF REVENUE 2666	<b>75.00</b>
65059 MAY 2024	65069		75.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756356	06/14/2024	L & H MOBILE ELECTRONICS LLC 2930	<b>1,640.06</b>
129642	63288		559.99
129608	63288		1,080.07
756357	06/14/2024	LAIRD NOLLER FORD INC 2939	<b>1,939.96</b>
DZ5612 5/8/24	63289		121.94
RB1120 2029 5/2	63289		1,734.90
1322708	63289		83.12
756358	06/14/2024	MAINLINE PRINTING INC 12824	<b>57.84</b>
132054	64931		57.84
756359	06/14/2024	NAILL ENTERPRISES LTD 4931	<b>96.15</b>
9125 33	63027		96.15
756360	06/14/2024	REEVES WIEDEMAN COMPANY INC 4154	<b>449.77</b>
6390160	63033		77.14
6390834	63437		38.25
6391155	63437		61.35
6391155 1	63437		56.50
6389238	63033		216.53
756361	06/14/2024	SHAWNEE COUNTY 4506	<b>17,500.00</b>
65168 ORD#1867	65168		17,500.00
756362	06/14/2024	SHAWNEE COUNTY RURAL WATER 5719	<b>1,553.00</b>
63681 MAY 2024	63681		1,553.00
756363	06/14/2024	STATE OF KANSAS 2697	<b>660.00</b>
CFF EVENT 01 2	63868		420.00
CFF EVENT 01 2	63868		60.00
CFF EVENT 01 2	63868		180.00
756364	06/14/2024	STATE OF KANSAS 2697	<b>326,000.00</b>
65198 1 5/23/24	65198		326,000.00
756365	06/14/2024	STATE OF KANSAS 9409	<b>30.00</b>
489919	65199		30.00
756366	06/14/2024	STATE OF KANSAS 10380	<b>59,105.64</b>
65173 7/1/24-6/30	65173		59,105.64
756367	06/14/2024	T-MOBILE USA INC 8549	<b>2,318.92</b>
MAY 2024 CELL	DE		2,318.92
756368	06/14/2024	T-MOBILE USA INC 8549	<b>9,899.79</b>
MAY 2024 DATA	DE		9,899.79
756369	06/14/2024	TROJAN TECHNOLOGIES GROUP ULC 11437	<b>53,285.67</b>
200 24200	64405		53,285.67
756370	06/14/2024	UNDERGROUND VAULTS & STORAGE 5130	<b>18.60</b>
554425	65170		18.60
756371	06/14/2024	WEIS FIRE AND SAFETY EQUIPMENT 12226	<b>886.15</b>
194514	64778		886.15
756372	06/14/2024	TOPEKA HOUSING AUTHORITY 10159	<b>508.00</b>
BOU102-0624IM		IM June 2024 Payment	508.00
756373	06/14/2024	MID-STATES MATERIALS LLC 3401	<b>8,123.45</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
141171	64227		8,123.45
756374 102282865	06/14/2024 63026	MIDWEST MOTOR SUPPLY CO INC 2854	18.81
756375 632759	06/14/2024 63444	SUNFLOWER RENTS LLC 4817	102.00
756376 377737	06/14/2024 65188	ANESTHESIA ASSOC OF TOPEKA PA 225	158.80
756377 E305240690 E305240620 E305240680 E305240640 E305240650 E305240670	06/14/2024 65164 65164 65164 65164 65164 65164	COTTON ONEIL CLINIC 1131	2,741.77
			1,836.59 366.18 90.07 44.49 44.49 359.95
756378 60188758800 60181678002 6018786544 60188616400	06/14/2024 65187 65187 65165 65187	STORMONT VAIL HEALTHCARE 5753	13,366.15
			195.27 8,544.06 4,407.34 219.48
756413 00000352024061	06/14/2024	CALIFORNIA DEPARTMENT OF CHILD Child Support - Amt	753 126.92
756414 UNF1240614161:	06/14/2024	FRATERNAL ORDER OF POLICEMEN Union Dues - FOP	1773 10,651.90
756415 00000371424061	06/14/2024	STATE OF MISSOURI Child Support - Amt	3473 436.85
756416 00000371424061	06/14/2024	STATE OF MISSOURI Child Support - Amt	3473 264.46
756417 IK2405 08	06/14/2024 64321	ENVIRONMENTAL & PROCESS SYSTEM 1543	1,393.00
756418 MAY 2024	06/14/2024 DE	SHAWNEE COUNTY 4504	179,198.22
756419 MAY 2024	06/14/2024 DE	SHAWNEE COUNTY 7574	158,799.43
756420 65228 MAY 2024	06/21/2024 65228	WITTMAN, JOE 10146	162.50
756421 80413 80068	06/21/2024 63165 65254	ACTION ADVERTISING CO INC 43	1,310.00
			990.00 320.00
756422 5983725 5989885 5990222	06/21/2024 64928 64928 64928	ARBILL INDUSTRIES INC 12803	8,316.00
			396.00 8,514.00 -594.00
756423 1021030901	06/21/2024 63813	AT&T 281	1,067.17
756424	06/21/2024	AUTOZONE STORES LLC 11262	149.38

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1634483412	63170		149.38
756425	06/21/2024	BROWNS SUPER SERVICE INC 670	<b>1,064.50</b>
148595	63587		350.00
149065	63349		250.00
148407	63587		300.00
149118	63349		164.50
756426	06/21/2024	CINTAS CORPORATION NO 2 1497	<b>767.29</b>
8406847324	63769		767.29
756427	06/21/2024	COREFIRST BANK & TRUST 1111	<b>4,854.65</b>
MAY 2024	65258		4,854.65
756428	06/21/2024	ELITE TURF & LANDSCAPE LLC 13391	<b>1,000.00</b>
2321	64488		1,000.00
756429	06/21/2024	ELLIOTT AUTO SUPPLY COMPANY 5676	<b>1,155.08</b>
8 873510	63314		156.52
2 6596225	63258		37.72
8 871458	63258		-135.29
8 873591	63258		36.27
8 873592	63314		435.00
8 873605	63314		383.52
8 Z20520	63314		241.34
756430	06/21/2024	ENVISION INDUSTRIES INC 1549	<b>28.00</b>
83410	63413		28.00
756431	06/21/2024	FEDEX 1632	<b>394.45</b>
8 522 48926	63418		394.45
756432	06/21/2024	FINLAY AUTOMOTIVE SUPPLY INC 10237	<b>497.49</b>
378800	63261		20.12
379082	63261		58.83
379230	63315		12.68
379312	63315		257.36
379306	63315		65.50
379366	63261		52.42
380964	63261		30.58
756433	06/21/2024	FIRST RESPONDER OUTFITTERS INC 10972	<b>493.96</b>
166711 1	64603		227.96
167046 1	64644		266.00
756434	06/21/2024	FISHER PARKING & SECURITY INC 5802	<b>2,650.59</b>
31216	63889		2,650.59
756435	06/21/2024	GERKEN RENT-ALL INC 12720	<b>242.89</b>
155165	63452		141.43
155318	63452		87.99
155329	63452		13.47
756436	06/21/2024	HEARTLAND RECOVERY 12309	<b>1,723.92</b>
24 15975	63779		60.00
24 15985	63779		60.00
24 15787	63779		1,243.92
24 15790	63692		60.00
24 15839	63692		180.00
24 15840	63692		60.00
24 15923	63692		60.00

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756437 A 516307	06/21/2024 63727	HYGIENIC DRY CLEANERS INC 11630	19.00 <b>19.00</b>
756438 119952 & CREDIT	06/21/2024 64435	IDEAL SUPPLY INC 9647	750.00 <b>750.00</b>
756439 4238686	06/21/2024 63610	INFORMATION NETWORK OF KANSAS 2395	51.60 <b>51.60</b>
756440 JMBT644 JMBT725	06/21/2024 63695 63422	IRON MOUNTAIN INC 2444	532.24 151.06 <b>683.30</b>
756441 129605	06/21/2024 63288	L & H MOBILE ELECTRONICS LLC 2930	1,080.07 <b>1,080.07</b>
756442 1321403 1322538 1322577 1322684	06/21/2024 63289 63289 63289 63289	LAIRD NOLLER FORD INC 2939	24.05 56.29 1,127.49 206.70 <b>1,414.53</b>
756443 132364	06/21/2024 65213	MAINLINE PRINTING INC 12824	101.06 <b>101.06</b>
756444 1687094	06/21/2024 63434	MISSOURI-KANSAS SUPPLY COMPANY 10451	569.87 <b>569.87</b>
756445 0908463 IN	06/21/2024 64340	MUNICIPAL SUPPLY INC 9601	15,654.40 <b>15,654.40</b>
756446 9125 34	06/21/2024 63027	NAILL ENTERPRISES LTD 4931	96.15 <b>96.15</b>
756447 INV 1045934	06/21/2024 63795	PASSPORT LABS INC 12091	268.60 <b>268.60</b>
756448 CONTRACT5210	06/21/2024 DE	PEREZ, ROBERT M 13672	5,000.00 <b>5,000.00</b>
756449 147348	06/21/2024 63343	PROFESSIONAL CLEANING SYSTEMS 4017	255.80 <b>255.80</b>
756450 1356	06/21/2024 65132	QUALITY INSPECTION SERVICES 13175	486.00 <b>486.00</b>
756451 64438 8 64446 8	06/21/2024 64438 64446	QUIGLEY ENTERPRISES LLC 13392	150.50 358.50 <b>509.00</b>
756452 103316	06/21/2024 63305	RAD INC 5042	59.28 <b>59.28</b>
756453 2167 9 24	06/21/2024 62551	REVPAR INTERNATIONAL INC 13234	10,840.96 <b>10,840.96</b>
756454 692698	06/21/2024 63677	SOUTHERN IONICS INCORPORATED 12385	9,557.47 <b>9,557.47</b>
756455 CFF EVENT 01 2 CFF EVENT 01 2	06/21/2024 63868 63868	STATE OF KANSAS 2697	60.00 60.00 <b>120.00</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756456 155129408	06/21/2024 PROTECTION 1	THE ADT SECURITY CORPORATION 12121	599.00 <b>599.00</b>
756457 200 22121	06/21/2024 64405	TROJAN TECHNOLOGIES GROUP ULC 11437	5,172.97 <b>5,172.97</b>
756458 IN20242448	06/21/2024 63682	UTILITY SAFETY AND DESIGN INC 12512	2,500.00 <b>2,500.00</b>
756459 R43239	06/21/2024 64001	VULCAN INC 5252	12,160.00 <b>12,160.00</b>
756460 250432	06/21/2024 65209	WASHBURN UNIVERSITY OF TOPEKA 10388	700.00 <b>700.00</b>
756461 91945	06/21/2024 63403	CENTRAL STATES MACHINING & WEL 869	1,575.00 <b>1,575.00</b>
756462 TO0002154518 0 TO0002155989 0	06/21/2024 62972 62972	MCCRAY LUMBER COMPANY INC 3280	126.72 61.70 <b>188.42</b>
756463 141458	06/21/2024 64227	MID-STATES MATERIALS LLC 3401	8,310.98 <b>8,310.98</b>
756464 102259433	06/21/2024 63341	MIDWEST MOTOR SUPPLY CO INC 2854	210.15 <b>210.15</b>
756465 294522	06/21/2024 63445	TARWATER FARM & HOME SUPPLY 4872	132.85 <b>132.85</b>
756466 54164	06/21/2024 61950	TREANOR HL PA 8607	1,550.00 <b>1,550.00</b>
756467 PTR23 DESCHNI	06/21/2024 PTR23	DESCHNER, VERENA 13422	314.54 <b>314.54</b>
756468 PTR23 KORTAN	06/21/2024 PTR23	KORTAN, MARY A 13659	266.61 <b>266.61</b>
756469 PTR23 RUSH	06/21/2024 PTR23	RUSH, HEIDI 13660	537.50 <b>537.50</b>
756470 CR 2019 000419	06/21/2024 CK APPELHANZ	COYLE, FRANK 13639	106.19 <b>106.19</b>
756471 CR 2023 000499 CR 2007 000931 CR 2023 000036 CR 2023 000097 CR 2023 000414 CR 2023 000343 CR 2023 000270	06/21/2024 EN TINAJERO MW MURRAY JR CM EASTMAN AM TALBERT DUNCAN C MYERS NA NOLAND J SIMON-GALIND	KANSAS BUREAU OF INVESTIGATION 2646	50.00 15.28 23.00 50.00 95.00 45.00 160.00 <b>438.28</b>
756472 CR 2022 000780	06/21/2024 JOHN M ANDRICK	KUHN, JENNIFER 13130	100.00 <b>100.00</b>
756473 CR 2023 000533	06/21/2024 CB PHILLIPSIII	SANDERS, GEORGIA MAE 13323	100.00 <b>100.00</b>

## COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756474	06/21/2024	SHREVE, BRANDY L	13286
CR 2023 000283		JM CULBERTSON	25.00
			<b>25.00</b>
756475	06/28/2024	BLITT AND GAINES PC	12381
00000252024062		Garnishment - Pct of Net	300.79
			<b>300.79</b>
756476	06/28/2024	BUTLER & ASSOCIATES PA	731
00000080624062		Garnishment - Pct of Net	413.24
			<b>413.24</b>
756477	06/28/2024	BUTLER & ASSOCIATES PA	731
00000328724062		Garnishment - Pct of Net	261.07
			<b>261.07</b>
756478	06/28/2024	BUTLER & ASSOCIATES PA	731
00000348824062		Garnishment - Pct of Net	115.28
			<b>115.28</b>
756479	06/28/2024	BUTLER & ASSOCIATES PA	731
00000348824062		Garnishment - Pct of Net	115.28
			<b>115.28</b>
756480	06/28/2024	BUTLER & ASSOCIATES PA	731
00000217624062		Garnishment - Pct of Net	416.77
756331			
			<b>416.77</b>
756481	06/28/2024	CARL B DAVIS	12867
00000305824062		Bankruptcy - Amt 26 PP	64.61
			<b>64.61</b>
756482	06/28/2024	CARL B DAVIS	12867
00000348524062		Bankruptcy - Amt 26 PP	69.23
			<b>69.23</b>
756483	06/28/2024	CARL B DAVIS	12867
00000347924062		Bankruptcy - Amt 26 PP	85.39
			<b>85.39</b>
756484	06/28/2024	CARL B DAVIS	12867
00000377124062		Bankruptcy - Amt 26 PP	70.62
			<b>70.62</b>
756485	06/28/2024	CARL B DAVIS	12867
00000376924062		Bankruptcy - Amt 26 PP	304.62
			<b>304.62</b>
756486	06/28/2024	CARL B DAVIS	12867
00000035024062		Bankruptcy - Amt 26 PP	64.61
			<b>64.61</b>
756487	06/28/2024	CARL B DAVIS	12867
00000332024062		Bankruptcy - Amt 26 PP	507.69
			<b>507.69</b>
756488	06/28/2024	MCNEILEPAPPAS PC	10454
00000252024062		Garnishment - Pct of Net	300.80
			<b>300.80</b>
756489	06/28/2024	WILLIAM GRIFFIN CHAPTER	5446
00000379624062		Bankruptcy - Amt 26 PP	189.23
			<b>189.23</b>
756490	06/28/2024	AUTOZONE STORES LLC	11262
4473099369	63310		629.94
4473099391	63310		243.16
			<b>873.10</b>
756491	06/28/2024	BROWNS SUPER SERVICE INC	670
149297	63349		101.00
			<b>101.00</b>
756492	06/28/2024	CELLCO PARTNERSHIP	9497
9960526589AT 6-		7853383081	40.01
9960526589O 5-2		7852210204	40.01
9960526589O 6-2		7852210204	40.01
9960526589EK6-		7856008369	41.45
9960526589EL6-		7852171852	46.44
9960526589EM6-		7855067158	43.90
			<b>7,457.45</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
9960526589EN6-		7855069814	45.14
9960526589EO6-		7855069847	72.60
9960526589EK5-		7856008369	41.45
9960526589V 5-2		7852301806	40.01
9960526589V 6-2		7852301806	40.01
9960526589EH5-		7858615235	41.45
9960526589EH6-		7858615235	41.45
9960526589EI6-2		7859693251	41.45
9960526589EI5-2		7859693251	41.45
9960526589EJ5-1		7856008415	40.01
9960526589T 5-2		7852217536	40.01
9960526589T 6-2		7852217536	40.01
9960526589U 5-2		7852218389	40.01
9960526589U 6-2		7852218389	40.01
9960526589EJ6-1		7856008415	40.01
9960526589EA5-		7856700693	40.01
9960526589EA6-		7856700693	40.01
9960526589EB5-		7856700706	40.01
9960526589EB6-		7856700706	40.01
9960526589L 5-2		7852173959	46.45
9960526589L 6-2		7852173959	46.45
9960526589G 5-2		7852131521	40.01
9960526589K 6-2		7852135793	41.45
9960526589G 6-2		7852131521	40.01
9960526589J 5-2		7852135594	41.45
9960526589S 6-2		7852217434	40.01
9960526589AD 5		7852496701	40.01
9960526589AD 6		7852496701	40.01
9960526589AU 5		7853383098	40.01
9960526589AU 6		7853383098	40.01
CREDIT BALANC		7858060163	-29.99
9960526589Y 5-2		7852305854	40.01
9960526589Y 6-2		7852305854	40.01
9960526589Q 5-2		7852216512	40.01
9960526589AV 5-		7853383156	40.01
9960526589J 6-2		7852135594	41.45
9960526589K 5-2		7852135793	41.45
9960526589AV 6-		7853383156	40.01
9960526589Q 6-2		7852216512	40.01
9960526589S 5-2		7852217434	40.01
9960526589F 5-2		7852130361	40.01
9960526589F 6-2		7852130361	40.01
9960526589DT 6-		7856334637	41.45
9960526589EF6-		7856700808	40.01
9960526589DZ6-		7856700635	40.01
9960526589EC5-		7856700709	40.01
9960526589DS 5		7856008096	41.45
9960526589EC6-		7856700709	40.01
9960526589EG6-		7858060163	41.45
9960526589E 5-2		7852130336	40.01
9960526589DS 6		7856008096	41.45
9960526589DT 5-		7856334637	41.45
9960526589DY5-		7856700627	40.01
9960526589DY6-		7856700627	40.01
9960526589DZ5-		7856700635	40.01
9960526589DG 5		7856000706	41.45
9960526589DG 6		7856000706	41.45
9960526589E 6-2		7852130336	40.01
9960526589DH 5		7856000996	41.45
9960526589DH 6		7856000996	41.45
9960526589ED5-		7856700750	40.01
9960526589ED6-		7856700750	40.01
9960526589EF5-		7856700808	40.01
9960526589EG5-		7858060163	41.45

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
9960526589DM 5		7853044727	41.45
9960526589DP 5		7854140172	41.45
9960526589DE 6		7852215397	40.01
9960526589DP 6		7854140172	41.45
9960526589DQ 5		7854809139	41.45
9960526589DE 5		7852215397	40.01
9960526589DI 6-		7856001880	41.45
9960526589DQ 6		7854809139	41.45
9960526589DI 5-		7856001880	41.45
9960526589DN 5		7853835866	41.45
9960526589DN 6		7853835866	41.45
9960526589DM 6		7853044727	41.45
9960526589DF 5		7856000660	41.45
9960526589DF 6		7856000660	41.45
9960526589DK 5		7852151574	41.45
9960526589DR 5		7856000240	26.01
9960526589DK 6		7852151574	41.45
9960526589DR 6		7856000240	26.01
9960526589CZ 6		7855814830	41.45
9960526589DX5-		7856700622	40.01
9960526589DX6-		7856700622	40.01
9960526589CX 5		7855814756	46.45
9960526589CX 6		7855814756	46.45
9960526589DO 5		7854140039	40.01
9960526589DO 6		7854140039	40.01
9960526589DU5-		7856337685	41.45
9960526589DU6-		7856337685	41.45
9960526589DV5-		7856700615	40.01
9960526589DV6-		7856700615	40.01
9960526589CZ 5		7855814830	41.45
9960526589CO 5		7855814652	41.45
9960526589DD 5		7855812458	41.45
9960526589CH 6		7855813401	40.01
9960526589DD 6		7855812458	41.45
9960526589CO 6		7855814652	41.45
9960526589CQ 5		7855814688	41.45
9960526589CQ 6		7855814688	41.45
9960526589CH 5		7855813401	40.01
9960526589DB 5		7856700296	40.01
9960526589DB 6		7856700296	40.01
9960526589DC 5		7852071429	41.45
9960526589CG 5		7855813386	40.01
9960526589CV 5		7855814720	46.45
9960526589CS 5		7855814710	41.45
9960526589CV 6		7855814720	46.45
9960526589CS 6		7855814710	41.45
9960526589D 5-2		7852078160	40.01
9960526589D 6-2		7852078160	40.01
9960526589CL 5-		7855814549	41.45
9960526589CL 6-		7855814549	41.45
9960526589CR 6		7855814694	41.45
9960526589CM 5		7855814550	41.45
9960526589CM 6		7855814550	41.45
9960526589DC 6		7852071429	41.45
9960526589CR 5		7855814694	41.45
9960526589CG 6		7855813386	40.01
9960526589CT 5		7855814713	46.45
9960526589CT 6		7855814713	46.45
9960526589BY 5		7855599635	40.01
9960526589BY 6		7855599635	40.01
9960526589BL 6-		7854968036	41.45
9960526589CD 5		7855812636	41.45
9960526589CD 6		7855812636	41.45
9960526589BT 5-		7855599068	40.01

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
9960526589BT 6-		7855599068	40.01	
9960526589BJ 5-		7854711189	46.45	
9960526589CE 6		7855813352	40.01	
9960526589BL 5-		7854968036	41.45	
9960526589C 6-2		7852078135	40.01	
9960526589C 5-2		7852078135	40.01	
9960526589BQ 5		7855590675	40.01	
9960526589BQ 6		7855590675	40.01	
9960526589CE 5		7855813352	40.01	
9960526589BO 5		7855590342	40.01	
9960526589BO 6		7855590342	40.01	
9960526589BP 5-		7855590567	40.01	
9960526589BP 6-		7855590567	40.01	
9960526589BZ 5-		7855599684	40.01	
9960526589AB 5-		7852491554	40.15	
9960526589AB 6-		7852491554	40.25	
9960526589BZ 6-		7855599684	40.01	
9960526589BJ 6-		7854711189	46.45	
9960526589BK 5-		7854960235	41.45	
9960526589BK 6-		7854960235	41.45	
9960526589CJ 6-		7855814421	46.45	
9960526589CI 5-		7855813653	46.45	
9960526589CI 6-		7855813653	46.45	
9960526589CJ 5-		7855814421	46.45	
9960526589AX 6-		7853383516	40.01	
9960526589A 6-2		7852072237	41.45	
9960526589AN 6		7853381038	40.01	
9960526589BG 5		7853386658	40.01	
9960526589BG 6		7853386658	40.01	
9960526589BI 5-		7853838375	41.45	
9960526589A 5-2		7852072237	41.45	
9960526589BI 6-		7853838375	41.45	
9960526589BC 5		7853386249	40.01	
9960526589BC 6		7853386249	40.01	
9960526589AM 5		7853047008	40.01	
9960526589AM 6		7853047008	40.01	
9960526589AN 5		7853381038	40.01	
9960526589BA 5-		7853386141	40.01	
9960526589BA 6-		7853386141	40.01	
9960526589AX 5-		7853383516	40.01	
9960526589 5-24		7852071280	40.01	
9960526589 6-24		7852071280	40.01	
9960526589BN 5		7855067132	41.45	
9960526589BN 6		7855067132	41.45	
9960526589AK 5-		7852893743	40.01	
9960526589AK 6-		7852893743	40.01	
9960526589AO 5		7853381605	40.01	
9960526589AO 6		7853381605	40.01	
9960526589AT 5-		7853383081	40.01	
756493	06/28/2024	CONSOLIDATED RURAL WATER	1076	<b>1,658.75</b>
63638 JUNE	63638		1,658.75	
756494	06/28/2024	ELECTRONICS SUPPLY HOLDCO LLC	13470	<b>77.29</b>
1891100	64898		77.29	
756495	06/28/2024	ELLIOTT AUTO SUPPLY COMPANY	5676	<b>2,970.75</b>
8 874116	63314		91.05	
8 874245	63314		16.25	
8 874026	63258		53.22	
8 873930	63258		356.18	
2 6602492	63314		1,154.20	
2 6606926	63314		239.96	

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8 874392	63258		140.52
8 874260	63314		471.27
8 874619	63258		64.84
8 873874	63258		22.05
8 873899	63258		60.80
8 873757	63314		182.67
8 Z20574	63314		117.74
756496	06/28/2024	FINLAY AUTOMOTIVE SUPPLY INC 10237	<b>656.54</b>
379510	63261		51.12
379533	63261		173.06
379576	63261		67.31
380098	63261		54.15
380149	63261		42.13
380495	63315		268.77
756497	06/28/2024	FIRESERVICE MANAGEMENT LLC 12784	<b>1,104.23</b>
29791	65156		1,104.23
756498	06/28/2024	FIRST RESPONDER OUTFITTERS INC 10972	<b>8,307.93</b>
167203 1	64893		225.00
167551 1	65058		8,082.93
756499	06/28/2024	FISHER PARKING & SECURITY INC 5802	<b>130.00</b>
31278	63889		130.00
756500	06/28/2024	GREATER TOPEKA PARTNERSHIP INC 11246	<b>1,500.00</b>
INV09228	64182		1,500.00
756501	06/28/2024	HYGIENIC DRY CLEANERS INC 11630	<b>104.50</b>
A 517535	63727		9.50
A 517742	63727		19.00
A 517743	63727		19.00
A 517532	63727		19.00
A 517534	63727		19.00
A 518040	63727		19.00
756502	06/28/2024	JOHN HOFFER CHRYSLER JEEP INC 2541	<b>3,982.21</b>
92232	63279		3,982.21
756503	06/28/2024	JOHN ROHRER CONTRACTING 12251	<b>567,717.24</b>
61047 14	61047		567,717.24
756504	06/28/2024	KANSAS DEPT OF HEALTH & ENVIR 2676	<b>20.00</b>
64261 C#WW2 FI	64261		20.00
756505	06/28/2024	L & H MOBILE ELECTRONICS LLC 2930	<b>1,596.48</b>
129855	63288		559.99
129874	63288		315.00
129779	63288		161.50
129791	63288		559.99
756506	06/28/2024	LAIRD NOLLER FORD INC 2939	<b>886.37</b>
1323117	63289		23.66
1323235	63289		6.33
1323305	63289		23.64
1323378	63289		77.87
1323074	63289		28.34
1322967	63289		113.41
1323085	63326		530.40
1323092	63289		50.05
1323114	63289		32.67

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756507 132531	06/28/2024 65213	MAINLINE PRINTING INC 12824	191.67 <b>191.67</b>
756508 17851 17852	06/28/2024 64299 64299	MIKE'S FRAME SHOP INC 3423	362.30 660.00 <b>1,022.30</b>
756509 9125 35 9125 36	06/28/2024 63027 63027	NAILL ENTERPRISES LTD 4931	106.15 96.15 <b>202.30</b>
756510 3648	06/28/2024 63623	OT INTERPRETING LLC 11736	157.99 <b>157.99</b>
756511 64438 11 64438 9 64446 9	06/28/2024 64438 64438 64446	QUIGLEY ENTERPRISES LLC 13392	170.50 150.50 358.50 <b>679.50</b>
756512 6403766 6396881 6389285 6400344 6397102 6397234 6398136	06/28/2024 63033 63033 63033 63033 63033 63033 63033	REEVES WIEDEMAN COMPANY INC 4154	275.00 309.05 143.55 337.86 55.50 273.48 123.96 <b>1,518.40</b>
756513 24 ICC 07	06/28/2024 65317	SHAWNEE COUNTY 4496	125.00 <b>125.00</b>
756514 64155 MAY 2024	06/28/2024 64155	SHAWNEE COUNTY 4502	2,915.18 <b>2,915.18</b>
756515 694538	06/28/2024 63677	SOUTHERN IONICS INCORPORATED 12385	9,533.63 <b>9,533.63</b>
756516 77695	06/28/2024 64177	SUPER SEER CORPORATION 9110	1,602.80 <b>1,602.80</b>
756517 IN20242679	06/28/2024 63682	UTILITY SAFETY AND DESIGN INC 12512	814.74 <b>814.74</b>
756518 65280 BRADY P/I	06/28/2024 65280	WASHBURN UNIVERSITY OF TOPEKA 10388	1,560.00 <b>1,560.00</b>
756519 194632	06/28/2024 65142	WEIS FIRE AND SAFETY EQUIPMENT 12226	292.15 <b>292.15</b>
756520 64318 1	06/28/2024 64318	WILDCAT CONSTRUCTION CO INC 5438	110,160.00 <b>110,160.00</b>
756521 HAR102-0724 MUR104-0724 NEL103-0724 ROL103-0724 PRY104-0724 RAM101-0724 BRI107-0724 CLA105-0724	06/28/2024	EVERGY KANSAS CENTRAL INC 5058240563 4656918226 5259608908 6299567089 9033538965 1616323459 1544479540 4936336144	76.00 130.00 286.00 125.00 7.00 190.00 38.00 140.00 <b>6,073.02</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
REE105-0724		0458908828	50.00	
PEO112-0724		8053579356	58.00	
ORT101-0724		2398839848	85.00	
MCC103-0724		1320802347	145.00	
PAR101-0724		6420927364	129.00	
MCF102-0724		9382922562	98.00	
MCG1031-0724		1449386986	100.00	
PRY101-0724		5521422976	83.00	
QUI101-0724		3522576561	141.00	
RIC105-0724		7286187903	160.00	
SUH103-0724		1601691606	105.00	
TAY103-0724		4195940483	30.00	
THO111-0724		2312601554	100.00	
WAG102-0724		4801046177	68.00	
WOM101-0724		0401989702	82.00	
PHI103-0724		1974110169	175.00	
FLO102-0724		3017579915	45.00	
MOE102-0724		8442413762	56.00	
MOL101-0724		2703373202	48.00	
MOR105-0724		8387602868	83.00	
SHA1042-0724		8913355261	26.00	
SMI123-0724		6061981326	60.00	
FOS104-0724IM		3422065156	687.02	
FRI1060-0724		4342024788	43.00	
LIN102-0724		2720643975	76.00	
CLE102-0724		3527120200	17.00	
BUS102-0724		6234102228	20.00	
LAM101-0724		5622638167	60.00	
DIX101-0724		4187264182	62.00	
DOD101-0724		2865786874	130.00	
ESP101-0724		2268306161	53.00	
MAR102-0724		8525687789	49.00	
FAR103-0724		9443454529	141.00	
BAR107-0724		3781838027	85.00	
MAR113-0724		4144122438	147.00	
HIL107-0724		2753492805	53.00	
HIN101-0724		4607385063	192.00	
ALV102-0724		0364935773	55.00	
AND106-0724		1291325464	177.00	
AND107-0724		8277680867	105.00	
HES103-0724		6485493570	100.00	
BOO102-0724		4295077701	100.00	
BRO109-0724		5284973957	80.00	
ANS102-0724		0599766248	115.00	
DEL101-0724		6300885933	37.00	
MAR114-0724		9948488827	105.00	
CHA102-0724		413705059	58.00	
BLA105-0724		2648597364	88.00	
KIR103-0724		3979524044	40.00	
COT102-0724		9123314257	129.00	
HAD103-0724		6202562469	150.00	
756522	06/28/2024	ONE GAS INC	2708	<b>2,803.00</b>
BUS102-0724		512101896	19.00	
DIX101-0724		512870905	30.00	
ESP101-0724		510148704	40.00	
BRI107-0724		510752268	35.00	
GAL102-0724		510300989	472.00	
HIL107-0724		510936078	40.00	
MCG1031-0724		510018551	224.00	
MAR102-0724		510912803	48.00	
HAD103-0724		510685670	120.00	
ROL103-0724		512867733	100.00	
MOE102-0724		512904030	55.00	

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
MOR105-0724		512615091	38.00	
MAR113-0724		512729800	147.00	
MAR114-0724		510865916	106.00	
SMI123-0724		512882786	32.00	
MUR104-0724		512778418	130.00	
WRI101-0724		512800899	177.00	
PRY101-0724		512786261	84.00	
ORT101-0724		512284831	85.00	
KIR103-0724		510941594	15.00	
BRO109-0724		512866840	80.00	
BRY103-0724		510637630	208.00	
CHA102-0724		512773577	35.00	
CLA105-0724		512389844	76.00	
CLE102-0724		511693104	16.00	
BOO102-0724		512399503	100.00	
HAR102-0724		510501209	75.00	
BEN101-0724		512617527	105.00	
FLO102-0724		512855615	43.00	
COT102-0724		512078980	32.00	
DEL101-0724		512521978	36.00	
756523	06/28/2024	PIONEER ADAMS II LP	7285	<b>281.00</b>
POR101-0724		S+C July Payment	281.00	
756524	06/28/2024	MID-STATES MATERIALS LLC	3401	<b>11,529.58</b>
141997	64227		7,710.88	
141704	64227		3,818.70	
756525	06/28/2024	MIDWEST MOTOR SUPPLY CO INC	2854	<b>1,248.28</b>
102321909	63026		348.75	
102312776	63026		75.54	
102298325	63341		149.50	
102312760	63026		75.54	
102297418	63026		247.43	
102297613	63026		351.52	
756526	06/28/2024	HEALTHSTAT INC	9951	<b>46,458.75</b>
INV37044	63608		46,458.75	
756569	06/28/2024	CALIFORNIA DEPARTMENT OF CHILD	753	<b>126.92</b>
00000352024062		Child Support - Amt	126.92	
756570	06/28/2024	FRATERNAL ORDER OF POLICEMEN	1773	<b>10,651.90</b>
UNF1240628153:		Union Dues - FOP	10,651.90	
756571	06/28/2024	STATE OF MISSOURI	3473	<b>436.85</b>
00000371424062		Child Support - Amt	436.85	
756572	06/28/2024	STATE OF MISSOURI	3473	<b>264.46</b>
00000371424062		Child Support - Amt	264.46	
756573	06/28/2024	ENVIRONMENTAL & PROCESS SYSTEM	1543	<b>4,877.63</b>
IK2406 01	64321		1,625.90	
IK2406 02	64321		1,625.90	
IK2406 03	64321		1,625.83	
756574	06/28/2024	BARGAS, FRANCES P	13671	<b>295.36</b>
PTR23 BARGAS	PTR23		295.36	
756575	06/28/2024	SIMPSON, PATRICIA L	13679	<b>565.00</b>
PTR23 SIMPSON	PTR23		565.00	

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/1/2024 and 6/28/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756576	06/28/2024	ANIMAL CLINIC OF NORTH TOPEKA 8878	<b>25.00</b>
CR 2023 000673		JAYLON L BROWN	25.00
756577	06/28/2024	KANSAS BUREAU OF INVESTIGATION 2646	<b>475.00</b>
CR 2023 000474		AD JENNINGS	400.00
CR 2023 000576		JASON M ROONEY	50.00
CR 2023 000714		AD ELDRIDGE	25.00
756578	06/28/2024	SOTO, RAMON 13683	<b>255.28</b>
CR 2023 000936		JR CARRINGTON	255.28
756579	06/28/2024	WALMART RESTITUTION RECOVERY 6534	<b>50.87</b>
CR 2008 000032		SCOTT E MILLER	50.87
756580	06/28/2024	WILLIAMS, CURTIS J 13210	<b>25.00</b>
CR 2021 000759		JM ALVERSON	25.00
			2,221,787.29
<b>Total for Check Payments</b>			<del>2,221,111.58</del>
<b>TOTAL OF PAYMENTS</b>			<b>22,691,570.54</b>
			PPD void -379.20

Check voided before report ran add voided item to report +675.71  
CCD voided before report ran, add voided item to report +190.12

Revised Total Payments \$22,692,057.17

# Payment Listing

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CB255 Date: 07/26/24  
Time: 10:00

JOB SUBMISSION PARAMETERS

User Name: INFORBC\lmunoz  
Job Name: CB255LM  
Step Nbr: 1

Cash Code: 07 US BANK OPERATING ACCT  
or Cash Code Group:

Transaction Code: SYS AP SYSTEM PAYMENT  
Check Date: 060124 - 062824  
Check Nbr: -  
Company: 1

Transaction Status: P Paid  
Report Sequence: C By Transaction Code  
Detail Option: Summary

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# Payment Listing

CB255 Date 07/26/24  
Time 10:00

Payment Listing  
Cash Code 07 US BANK OPERATING ACCT  
By Transaction Code (Status: Paid )

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
CANTRELL E	756311	1	05/23/24	06/07/24		250.00	Historical	CANTRELL ENTERPRISES	COT	
SACRED HEA	756312	1	05/29/24	06/07/24		250.00	Historical	SACRED HEART ST JOSE	COT	
SPECIAL OL	756313	1	05/30/24	06/07/24		250.00	Historical	SPECIAL OLYMPICS KAN	COT	
TOPEKA BIB	756314	1	05/23/24	06/07/24		250.00	Historical	TOPEKA BIBLE CHURCH	COT	
DAVIDSON A	756315	1	05/31/24	06/07/24		113.24	Historical	ASLEY D DAVIDSON	COT	
THOMSEN CA	756316	1	05/31/24	06/07/24		79.50	Historical	CALEB THOMSEN	COT	
WATSON REA	756317	1	05/31/24	06/07/24		103.92	Historical	WATSON REAL ESTATE D	COT	
PORTER JER	756318	1	06/05/24	06/07/24		8540.76	Historical	JERRY PORTER & OMOBO	COT	
SACRED HEA	756319	1	06/03/24	06/07/24		500.00	Historical	SACRED HEART ST JOSE	COT	
ALT JACKLY	756320	1	05/28/24	06/07/24		401.00	Historical	JACKLYN JULIE ANN AL	COT	
BELLORIN M	756321	1	05/30/24	06/07/24		275.00	Historical	JORGE BELLORIN MERCA	COT	
FLETCHER W	756322	1	05/28/24	06/07/24		100.00	Historical	WAMESHIA TRENICE FLE	COT	
WALKER JEN	756323	1	05/30/24	06/07/24		100.00	Historical	JENNIFER ELAINE WALK	COT	
RICHARDSON	756324	1	05/23/24	06/07/24		10.00	Historical	SHERYL SUE RICHARDSO	COT	
ZIMMERMAN	756325	1	05/23/24	06/07/24		10.00	Historical	PHILINA ROSE ZIMMERM	COT	
DYCHE GID	756379	1	06/10/24	06/14/24		16570.02	Historical	GID DYCHE	COT	
KAW VALLEY	756380	1	06/10/24	06/14/24		250.00	Historical	KAW VALLEY BANK	COT	
ALLISON JR	756381	1	06/11/24	06/14/24		104.94	Historical	HAROLD M ALLISON JR	COT	
BRUNIN DER	756382	1	06/11/24	06/14/24		236.75	Historical	DEREK BRUNIN	COT	
BUCHANAN B	756383	1	06/11/24	06/14/24		39.41	Historical	BRADLEY C BUCHANAN	COT	
HYDO FLEX	756384	1	06/11/24	06/14/24		54.31	Historical	HYDRO FLEX CORP INC	COT	
HB REALTY	756385	1	06/11/24	06/14/24		793.16	Historical	HB REALTY LLC	COT	
IBARRA MAS	756386	1	06/11/24	06/14/24		27.75	Historical	MASON IBARRA	COT	
J&C CAR WA	756387	1	06/11/24	06/14/24		66.70	Historical	J&C CAR WASH LLC	COT	
LUTTJOHANN	756388	1	06/11/24	06/14/24		123.26	Historical	GWENNYTH L LUTTJOHAN	COT	
NEWCOMER F	756389	1	06/11/24	06/14/24		38.62	Historical	NEWCOMER FUNERAL HOM	COT	
VANNETTI S	756390	1	06/11/24	06/14/24		60.12	Historical	STEPHANIE M VANNETTI	COT	
WATSON REA	756391	1	06/11/24	06/14/24		413.44	Historical	WATSON REAL ESTATE D	COT	
BOLES ERIN	756392	1	06/11/24	06/14/24		24.30	Historical	ERIN M BOLES	COT	
PEREZ ROBE	756393	1	06/11/24	06/14/24		498.46	Historical	ROBERT PEREZ	COT	
POIRIER RI	756394	1	05/31/24	06/14/24		125.00	Historical	RICHARD G POIRIER	COT	
MARTINEZ F	756395	1	06/03/24	06/14/24		100.00	Historical	FLOR MARTINEZ	COT	
CEJA NATAL	756396	1	06/05/24	06/14/24		150.00	Historical	NATALIA DIANA CEJA	COT	
DALE CRYST	756397	1	06/06/24	06/14/24		30.00	Historical	CRYSTAL RENEE DALE	COT	
GUEARY MIC	756398	1	06/06/24	06/14/24		1322.00	Historical	MICHAEL JOE GUEARY	COT	
WRIGHT CHR	756399	1	06/07/24	06/14/24		376.00	Historical	CHRISTOPHER JOHN WRI	COT	
PAREDES MA	756400	1	06/06/24	06/14/24		76.00	Historical	MANUEL DE JESUS PARE	COT	
VELAZQUEZ	756401	1	06/06/24	06/14/24		10.00	Historical	LLUVIA YADERY VELAZQ	COT	
WRIGHT DWA	756402	1	05/17/24	06/14/24		10.00	Historical	DWAYNE D WRIGHT	COT	
KING DANIE	756403	1	06/06/24	06/14/24		10.00	Historical	DANIELLA KING	COT	
VELAZQUEZ	756404	1	06/06/24	06/14/24		10.00	Historical	JOSE U VELAZQUEZ ORT	COT	
HARWELL DA	756405	1	06/06/24	06/14/24		10.00	Historical	DAYQUON DEMIR HARWEL	COT	
KING SARA	756406	1	06/06/24	06/14/24		10.00	Historical	SARA MARIE KING	COT	

# Payment Listing

CB255 Date 07/26/24  
Time 10:00

Payment Listing  
Cash Code 07 US BANK OPERATING ACCT  
By Transaction Code (Status: Paid )

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
MCNAUGHTON	756407	1	06/06/24	06/14/24		10.00	Historical	ALISHA MCNAUGHTON	COT	
BRACKEN RH	756408	1	06/06/24	06/14/24		10.00	Historical	RHONDA BRACKEN	COT	
LITTLE NAT	756409	1	05/31/24	06/14/24		10.00	Historical	NATASHA L LITTLE	COT	
PARKERSON	756410	1	05/31/24	06/14/24		10.00	Historical	MASON G PARKERSON	COT	
MULAY URSU	756411	1	05/31/24	06/14/24		10.00	Historical	URSULA L MULAY	COT	
CONRAD MER	756412	1	05/31/24	06/14/24		10.00	Historical	MERRY C CONRAD	COT	
BARST ASHL	756527	1	06/18/24	06/28/24		25.20	Historical	ASHLEY N BARST	COT	
BOUTON LAU	756528	1	06/26/24	06/28/24		292.53	Historical	LAURA D BOUTON	COT	
BROWN LISA	756529	1	06/26/24	06/28/24		61.50	Historical	LISA BROWN	COT	
CLARK KARO	756530	1	06/26/24	06/28/24		6.10	Historical	KAROLYN CLARK	COT	
COURSEN BR	756531	1	06/18/24	06/28/24		18.55	Historical	BRIAN M COURSEN	COT	
DOMANN JOS	756532	1	06/26/24	06/28/24		61.50	Historical	JOSH & TANISHA DOMAN	COT	
DREW ASHLE	756533	1	06/18/24	06/28/24		50.30	Historical	ASHLEY N DREW	COT	
EWAP	756534	1	06/18/24	06/28/24		1404.49	Historical	EWAP	COT	
FALK DARRE	756535	1	06/26/24	06/28/24		27.00	Historical	DARREN FALK	COT	
GERLACH PA	756536	1	06/18/24	06/28/24		38.61	Historical	PAULA A GERLACH	COT	
GRANTHAM D	756537	1	06/26/24	06/28/24		72.50	Historical	DAVID GRANTHAM	COT	
GUY SAVANN	756538	1	06/26/24	06/28/24		46.28	Historical	SAVANNAH R GUY	COT	
HARRIS DAW	756539	1	06/18/24	06/28/24		128.19	Historical	DAWNISHA D HARRIS	COT	
HEYNS KATI	756540	1	06/26/24	06/28/24		64.56	Historical	KATIE HEYNS	COT	
HOBBS TAMM	756541	1	06/26/24	06/28/24		26.31	Historical	TAMMY L HOBBS	COT	
MEADOWOOD	756542	1	06/18/24	06/28/24		74.67	Historical	MEADOWOOD MHC LLC	COT	
OTTE REBEC	756543	1	06/26/24	06/28/24		79.50	Historical	REBECCA OTTE	COT	
PETERSON D	756544	1	06/26/24	06/28/24		30.75	Historical	DONALD D PETERSON	COT	
PURE GOLF	756545	1	06/18/24	06/28/24		66.27	Historical	PURE GOLF TOPEKA LLC	COT	
RANKIN JAN	756546	1	06/18/24	06/28/24		71.79	Historical	JAN L RANKIN	COT	
ROOT CYNTH	756547	1	06/26/24	06/28/24		63.00	Historical	CYNTHIA ROOT	COT	
SCURLOCK J	756548	1	06/26/24	06/28/24		66.25	Historical	JESSICA SCURLOCK	COT	
STEINBOCK	756549	1	06/26/24	06/28/24		672.44	Historical	MARCIA G STEINBOCK	COT	
THOMPSON J	756550	1	06/26/24	06/28/24		87.09	Historical	JOSEPH THOMPSON	COT	
WHITMAN CO	756551	1	06/26/24	06/28/24		19.44	Historical	CORTNEY WHITMAN	COT	
ANGIE BARR	756552	1	06/24/24	06/28/24		250.00	Historical	ANGIE BARRY MEMORIAL	COT	
CHILES FRA	756553	1	06/21/24	06/28/24		66.50	Historical	FRANKIERHEA KESHAWN	COT	
KIRBY ANGE	756554	1	06/10/24	06/28/24		45.00	Historical	ANGELENE PRICE KIRBY	COT	
KRUGGEL KR	756555	1	06/01/24	06/28/24		150.00	Historical	KRISTA L KRUGGEL	COT	
MASQUAT SA	756556	1	06/11/24	06/28/24		97.00	Historical	SALEENA MASQUAT	COT	
MCCOMB JOS	756557	1	06/12/24	06/28/24		10.00	Historical	JOSHUA ANDREW MCCOMB	COT	
MUNOZ JR C	756558	1	06/17/24	06/28/24		75.00	Historical	CRISTIAN MUNOZ JR	COT	
NESTLER MA	756559	1	06/21/24	06/28/24		100.00	Historical	MARLAINA LOUISE NEST	COT	
OLGUIN ABE	756560	1	06/14/24	06/28/24		50.00	Historical	ABEL OLGUIN	COT	
ORDAZ GISL	756561	1	06/13/24	06/28/24		100.00	Historical	GISLEIDY ORDAZ	COT	
BARRINGTON	756562	1	06/06/24	06/28/24		10.00	Historical	ALYSSA BARRINGTON	COT	
DESCHNER J	756563	1	06/13/24	06/28/24		10.13	Historical	JUSTIN DESCHNER	COT	
LEISTRA ST	756564	1	06/06/24	06/28/24		10.00	Historical	STEPHANIE LU ANN LEI	COT	

# Payment Listing

CB255 Date 07/26/24  
Time 10:00

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Payment Listing  
Cash Code 07 US BANK OPERATING ACCT  
By Transaction Code (Status: Paid )

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
MONTGOMERY	756565	1	06/13/24	06/28/24		10.13	Historical	BRENDA L MONTGOMERY	COT	
NELSEN COL	756566	1	06/13/24	06/28/24		10.00	Historical	COLBY A NELSEN	COT	
SPICER ALA	756567	1	06/06/24	06/28/24		12.88	Historical	ALAN L SPICER	COT	
STEELMAN E	756568	1	06/13/24	06/28/24		10.00	Historical	EMMA L STEELMAN	COT	
Transaction Code SYS Total						37405.12				
Cash Code 07 Total						37405.12				
Report Total						37405.12				

\*\*\* REPORT COMPLETED \*\*\*



Appropriated funds and fees-for-service revenues of various City departments.

**ATTACHMENTS:**

**Description**

Ordinance

Detail AP Report for 06/29/24 to 07/26/2024

Detail CB255 Report for 06/29/24 to 07/26/2024

1 (Published in the Topeka Metro News \_\_\_\_\_)

2  
3  
4 ORDINANCE NO. \_\_\_\_\_

5  
6 AN ORDINANCE introduced by City Manager, Robert M. Perez, allowing and approving  
7 City expenditures for the period of June 29, 2024 to July 26, 2024 and  
8 enumerating said expenditures herein.

9  
10 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

11 Section 1. All expenditures made or authorized to be made by issuance of checks  
12 or electronic transfers as enumerated herein, are in accordance with City of Topeka  
13 Resolution No. 7607.

14 Section 2. The claims and expenditures listed in Exhibit A, which is on file in the  
15 City Council Office and the City Clerk’s Office and incorporated herein by said reference,  
16 are hereby allowed and approved for payment.

17	<u>Section 3.</u>	Total of 274 vendor checks written this period	1,896,559.83
18		Total of 4 voided vendor checks	-5,748.23
19		Total of 523 ACH transfers to vendors this period	16,115,986.04
20		Total of 3,246 payroll electronic transfers this period	4,242,546.74
21		Total of 6 payroll checks this period	1,036.10
22		Total for expenditures in this period	<u>\$22,250,380.48</u>

23 Section 4. This ordinance shall take effect and be in force after its passage,  
24 approval and publication in the official city newspaper.

25  
26 PASSED and APPROVED by the Governing Body \_\_\_\_\_

27  
28  
29 ATTEST: \_\_\_\_\_  
30 Mike Padilla, Mayor

31  
32 \_\_\_\_\_  
33 Brenda Younger, City Clerk

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
<b>Electronic Payments</b>			
116115	07/05/2024	HENSON HUTTON MUDRICK GRAGSON 2199	<b>240.00</b>
46961	64478		240.00
116116	07/05/2024	CTCR INC 1194	<b>14,657.80</b>
00002463	63404		511.00
00002464	63404		792.00
00002465	63404		492.00
00002466	63404		564.30
00002455	63404		2,625.00
00002456	63404		1,329.90
00002457	63404		1,620.00
00002458	63404		270.00
00002459	63404		855.00
00002460	63404		221.40
00002461	63404		795.60
00002462	63404		1,076.40
00002467	63404		457.65
00002468	63404		63.00
00002469	63404		262.00
00002470	63404		140.80
00002473	63404		1,345.50
00002474	63404		1,236.25
116117	07/05/2024	DAPRATO CONSTRUCTION 12961	<b>36,580.00</b>
65378 1300 SE 1 <sup>st</sup>	65378		18,338.00
65353 214 SW 41 <sup>st</sup>	65353		4,210.00
65361 SE 6TH &	65361		14,032.00
116118	07/05/2024	JCI INDUSTRIES INC 2507	<b>5,848.66</b>
8269335	63673		5,848.66
116119	07/05/2024	29 FAIRLAWN LLC 12209	<b>321,038.64</b>
JUN 2024	DE		321,038.64
116120	07/05/2024	29 FAIRLAWN LLC 12209	<b>155,017.59</b>
JUN 2024 APT	DE		155,017.59
116121	07/05/2024	29TH STREET PARTNERS LLC 12128	<b>37,497.35</b>
JUN 2024	CID SHERWOOD		37,497.35
116122	07/05/2024	A 1 LOCK & KEY LLC 13	<b>46.80</b>
110162	63162		46.80
116123	07/05/2024	AFS TOPEKA 12035	<b>8,424.62</b>
JUN 2024	CID SE 29TH ST		8,424.62
116124	07/05/2024	BARTLETT & WEST ENGINEERS 391	<b>137,182.52</b>
730097429	57214		137,182.52
116125	07/05/2024	BLUE CROSS BLUE SHIELD INC 528	<b>95,664.95</b>
W/E 6/30/24 & 7/1/24	63512		95,664.95
116126	07/05/2024	CENTRALSQUARE TECHNOLOGIES LLC 11603	<b>695.28</b>
412387	63394		695.28
116127	07/05/2024	CENTURY BUSINESS TECHNOLOGIES 870	<b>15,602.05</b>
719739	63239		15,602.05
116128	07/05/2024	CITY CENTER ASSOCIATES LLC 12090	<b>25,735.64</b>
JUN 2024	CID WAN HILLS		25,735.64
116129	07/05/2024	CONCRETE SUPPLY OF TOPEKA 1066	<b>3,854.00</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
586401	63042		2,214.00
586402	63042		1,640.00
116130	07/05/2024	CUT N EDGE INC 5919	<b>400.00</b>
294506	57043		400.00
116131	07/05/2024	DELTA DENTAL OF KANSAS INC 1323	<b>15,596.10</b>
W/E 06/27/2024	63614		15,596.10
116132	07/05/2024	DEZURIK INC 6583	<b>696.61</b>
INV100276	65226		696.61
116133	07/05/2024	DS SERVICES OF AMERICA INC 13004	<b>179.02</b>
23137221 061124	63966		122.57
19908707 061424	63625		56.45
116134	07/05/2024	ELITE TURF & LANDSCAPE LLC 13391	<b>1,250.00</b>
2275	64488		1,250.00
116135	07/05/2024	EQUIPMENTSHARE.COM.INC 12197	<b>1,157.40</b>
3989270 000	63519		1,157.40
116136	07/05/2024	FISHER SCIENTIFIC COMPANY LLC 4949	<b>695.40</b>
3009362	63416		695.40
116137	07/05/2024	FIT EXCAVATING INC 3126	<b>173,342.00</b>
65122 530 SE 29	65122		133,580.00
65325 4901 CED,	65325		1,917.00
65368 2107 SE 1	65368		13,385.00
65369 4401 SW 2	65369		15,665.00
65370 SE 29TH 8	65370		8,795.00
116138	07/05/2024	FOLEY EQUIPMENT COMPANY 9605	<b>7,278.87</b>
SS300052822	63265		2,370.48
SS300052874	63265		1,818.02
PS200225894	63265		3,090.37
116139	07/05/2024	GREAT SOUTHERN BANK 9969	<b>26,530.80</b>
JUN 2024	CID CROSSWINDS		26,530.80
116140	07/05/2024	HENRY OUTDOOR POWER LLC 8004	<b>50.00</b>
2379	64669		50.00
116141	07/05/2024	HOLIDAY SQUARE PARTNERS LLC 11018	<b>10,032.06</b>
JUN 2024	CID HOLIDAY		10,032.06
116142	07/05/2024	HYSPECO INC 13342	<b>7.85</b>
00733715	64264		7.85
116143	07/05/2024	J&D EQUIPMENT INC 162	<b>329.47</b>
51051	63169		153.83
51045	63169		175.64
116144	07/05/2024	JEFFERSON STREET HOTEL 4090	<b>4,285.90</b>
JUN 2024	CID RAMADA		4,285.90
116145	07/05/2024	JOBBER'S AUTOMOTIVE WAREHOUSE 2639	<b>590.71</b>
3412257	63338		12.44
3414917	63284		13.16
3415429	63284		33.15
3415443	63339		26.46
3415527	63339		2.79
3415805	63284		17.75

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3415869	63284		139.90
3415905	63284		10.40
3415937	63284		243.18
3415561	63338		47.52
3415635	63284		43.96
116146	07/05/2024	KANSAS PERSONNEL SERVICES INC 2849	<b>8,973.58</b>
3065434	64943		764.40
3065494	64426		2,112.80
3065495	64848		1,167.60
3065497	64943		611.52
3065498	63777		283.56
3065560	64426		2,112.80
3065561	64848		934.08
3065563	64943		611.52
3065564	63777		375.30
116147	07/05/2024	LOCKTON COMPANIES 12204	<b>42,000.00</b>
29774805	65402		42,000.00
116148	07/05/2024	MARMIC FIRE & SAFETY CO INC 13003	<b>435.37</b>
C999546	65304		435.37
116149	07/05/2024	MERI-CRETE LLC 12044	<b>16,918.75</b>
58618 RETAIN IN	58618		8,427.25
65105 SW 4TH &	65105		8,491.50
116150	07/05/2024	MISSOURI DOOR CO INC 3747	<b>1,647.27</b>
53898	63499		1,492.27
53901	63499		155.00
116151	07/05/2024	MULLINS, CHAD S 13141	<b>2,200.00</b>
00266	65219		2,200.00
116152	07/05/2024	NEENAN COMPANY 3649	<b>3,552.18</b>
S3115806 001	63028		1,923.64
S3115805 001	63028		1,628.54
116153	07/05/2024	O REILLY AUTOMOTIVE STORES INC 3714	<b>1,213.86</b>
0152 463325	63292		262.03
0152 459083A	63292		419.90
0152 464001	63292		48.98
0152 465253	63292		155.28
0152 465489	63292		312.90
0152 465496	63148		7.83
0152 465538	63330		6.94
116154	07/05/2024	POMPS TIRE SERVICE INC 10675	<b>1,792.60</b>
1160077106	63294		1,078.30
1160077131	63294		714.30
116155	07/05/2024	PRECISE MRM LLC 11899	<b>36,094.00</b>
IN200 1049348	65338		36,094.00
116156	07/05/2024	PREMIER WORKSITE SOLUTIONS LLC 10540	<b>2,787.50</b>
2935	64748		2,787.50
116157	07/05/2024	PROFESSIONAL ENGINEERING 4018	<b>89,846.50</b>
200192 002	50894		58,205.25
532360	60842		11,038.75
532437	60842		12,155.00
532439	64392		8,447.50

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116158	07/05/2024	ROBERT ARMSTRONG 255	<b>4,400.00</b>
6008	64526		1,800.00
6009	64527		1,400.00
6010	64120		1,200.00
116159	07/05/2024	SCHWERDT DESIGN GROUP 4427	<b>7,758.00</b>
48496	63628		7,758.00
116160	07/05/2024	SCOTTY WILSON ENTERPRISES INC 4442	<b>8,300.00</b>
123863	65215		8,300.00
116161	07/05/2024	SHAWNEE COUNTY 4503	<b>100,336.00</b>
MAY 2024	63685		100,336.00
116162	07/05/2024	SHILLING ASPHALT INC 11935	<b>8,137.08</b>
5024	64349		8,137.08
116163	07/05/2024	STRATEGIC GOVERNMENT RESOURCES 10752	<b>10,084.15</b>
2024 108056	63563		10,084.15
116164	07/05/2024	TOPEKA GRAND HOTEL 12016	<b>5,643.50</b>
JUN 2024	CID CYRUS		5,643.50
116165	07/05/2024	TOPEKA HABITAT FOR HUMANITY 7178	<b>15,235.08</b>
6272024123456	62766		15,235.08
116166	07/05/2024	TOPEKA PLUMBING & 13126	<b>14,000.00</b>
1446	64920		14,000.00
116167	07/05/2024	TORGESON TRENCHING SERVICE 5062	<b>1,500.00</b>
2012151	65342		1,500.00
116168	07/05/2024	TR MANAGEMENT INC 2458	<b>522.43</b>
J24M2060	65387		522.43
116169	07/05/2024	UMB BANK NA 5127	<b>35,802.53</b>
PCARD06282024			35,802.53
116170	07/05/2024	UNIFIRST CORPORATION 5134	<b>98.32</b>
1910057158	63450		98.32
116171	07/05/2024	VESTIS GROUP INC 9589	<b>186.37</b>
2801459046	63264		130.78
2801459062	63877		55.59
116172	07/05/2024	WILLIS TOWERS WATSON 12113	<b>7,167.00</b>
3706868	64109		7,167.00
116173	07/05/2024	WSP USA ENVIRONMENT & 7704	<b>3,390.00</b>
40044019	54321		790.00
40044021	51381		2,600.00
116174	07/05/2024	YWCA NORTHEAST KANSAS 5583	<b>2,762.92</b>
01 2024	63575		2,762.92
116175	07/05/2024	SHANNON CHEMICAL CORPORATION 9165	<b>27,998.90</b>
46563	63383		27,998.90
116176	07/05/2024	CORNERSTONE OF TOPEKA INC 1117	<b>800.00</b>
LUC105-0724IM		IM July 2024 Payment	800.00
116177	07/05/2024	CV APARTMENT PROPERTIES LLC 13686	<b>1,243.00</b>
WAT103-0724IM		IM July 2024 Payment	1,243.00

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
116178 ESP105-0724IM	07/05/2024	MB'S GEM LLC IM July 2024 Payment	13675 1,280.00	<b>1,280.00</b>
116179 06258340	07/05/2024 63188	BERRY COMPANIES INC	5408 3,989.28	<b>3,989.28</b>
116180 144271	07/05/2024 63193	CAPITAL BELT & SUPPLY INC	776 331.81	<b>331.81</b>
116181 1147228 1147250 1147012 1147204 40079250	07/05/2024 63043 63308 63401 63043 63308	CAPITAL CITY OIL CO INC	778 134.71 53.01 36.78 153.10 26,294.25	<b>26,671.85</b>
116182 V027305 V044814	07/05/2024 62613 62540	CORE & MAIN LP	2146 179.40 1,924.00	<b>2,103.40</b>
116183 8416063 8416064	07/05/2024 63023 63023	IBT INC	2377 185.16 35.14	<b>220.30</b>
116184 279995	07/05/2024 63147	JOHN G LEVIN	3071 60.00	<b>60.00</b>
116185 54915	07/05/2024 63447	TOPEKA ELECTRIC MOTOR REPAIR	5025 1,945.04	<b>1,945.04</b>
116186 52198038	07/05/2024 63388	UNIVAR SOLUTIONS USA INC	8443 6,593.27	<b>6,593.27</b>
116187 284935	07/05/2024 63517	ALFRED BENESCH & COMPANY	12193 8,396.00	<b>8,396.00</b>
116188 GCI0014312	07/05/2024 64023	ICC GENERAL CODE INC	12737 191.60	<b>191.60</b>
116189 233903 233976	07/05/2024 63446 63302	TFM COMM INC	4914 444.00 105.20	<b>549.20</b>
116190 64948 3701 TOPI 65400 1427 MAC	07/05/2024 64948 65400	TAZCO INC	4885 35,373.00 8,500.00	<b>43,873.00</b>
116191 46820	07/12/2024 64595	HENSON HUTTON MUDRICK GRAGSON	2199 3,875.00	<b>3,875.00</b>
116192 00000021124071:	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 433.05	<b>433.05</b>
116193 00000022224071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 323.08	<b>323.08</b>
116194 00000034024071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 277.38	<b>277.38</b>
116195 00000034824071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 183.29	<b>183.29</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

<u>Check No.</u>	<u>Check Date/PO #</u>	<u>Vendor Name and Number</u>		<u>Check Amount</u>
116196 00000063324071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 266.31	<b>266.31</b>
116197 00000075424071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 209.08	<b>209.08</b>
116198 00000077924071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 263.15	<b>263.15</b>
116199 00000085324071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 276.92	<b>276.92</b>
116200 00000092424071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 147.23	<b>147.23</b>
116201 00000093624071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 346.15	<b>346.15</b>
116202 00000097324071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 345.23	<b>345.23</b>
116203 00000107224071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 273.46	<b>273.46</b>
116204 00000112424071:	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 109.62	<b>109.62</b>
116205 00000215424071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 115.38	<b>115.38</b>
116206 00000224424071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 487.85	<b>487.85</b>
116207 00000225024071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 306.00	<b>306.00</b>
116208 00000225924071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 412.74	<b>412.74</b>
116209 00000226224071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 424.15	<b>424.15</b>
116210 00000241324071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 177.69	<b>177.69</b>
116211 00000247424071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 574.20	<b>574.20</b>
116212 00000247824071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 600.00	<b>600.00</b>
116213 00000251524071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 194.77	<b>194.77</b>
116214 00000270524071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 997.38	<b>997.38</b>
116215 00000285524071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 193.38	<b>193.38</b>
116216 00000299624071	07/12/2024	STATE OF KANSAS Child Support - Amt	2732 92.77	<b>92.77</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116217 00000325524071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	530.77 <b>530.77</b>
116218 00000347124071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	145.38 <b>145.38</b>
116219 00000347224071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	96.92 <b>96.92</b>
116220 00000347724071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	24.92 <b>24.92</b>
116221 00000347824071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	12.21 <b>12.21</b>
116222 00000347824071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	23.03 <b>23.03</b>
116223 00000348824071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	91.85 <b>91.85</b>
116224 00000349224071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	100.15 <b>100.15</b>
116225 00000350024071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	153.69 <b>153.69</b>
116226 00000350024071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	287.08 <b>287.08</b>
116227 00000352024071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	199.85 <b>199.85</b>
116228 00000353224071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	16.15 <b>16.15</b>
116229 00000355724071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	538.62 <b>538.62</b>
116230 00000356224071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	92.31 <b>92.31</b>
116231 00000362924071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	131.58 <b>131.58</b>
116232 00000366224071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	136.15 <b>136.15</b>
116233 00000366224071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	69.23 <b>69.23</b>
116234 00000370124071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	54.46 <b>54.46</b>
116235 00000372824071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	11.54 <b>11.54</b>
116236 00000376124071	07/12/2024	STATE OF KANSAS Child Support - Amt 2732	369.23 <b>369.23</b>
116237	07/12/2024	STATE OF KANSAS 2732	<b>677.56</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0000381824071		Child Support - Amt	677.56
116238	07/12/2024	BETTIS ASPHALT & CONSTRUCTION	470
9500949	63199		29,924.18
63485 2	63485		412,623.00
116239	07/12/2024	CTCR INC	1194
00002488	63041		305.00
00002489	63041		345.00
00002490	63041		224.75
00002480	63404		1,275.75
00002481	63404		1,134.75
00002482	63404		1,121.25
00002483	63404		3,131.55
00002484	63404		1,604.70
00002485	63041		572.00
00002486	63041		520.00
00002487	63041		487.50
116240	07/12/2024	GREENCARE CONSTRUCTION INC	13517
64766 2520 SE G	64766		2,772.50
64776 3515 SW E	64776		1,650.00
64979 1712 SW V	64979		1,119.00
65080 2516 SW S	65080		4,695.00
65359 2225 SW J	65359		4,387.50
65139 301 SW 1C	65139		10,105.00
116241	07/12/2024	911 CUSTOM LLC	8345
55908B	64117		2,728.00
116242	07/12/2024	ADS LLC	60
35769 0624	63046		18,630.00
116243	07/12/2024	ANSWER TOPEKA	237
240600271	63484		115.00
240600018	63395		1,391.25
240600017	63643		74.50
116244	07/12/2024	B & R INSULATION INC	325
65075	64462		81,110.00
65076	64462		2,400.00
116245	07/12/2024	BLUE CROSS BLUE SHIELD INC	528
W/E 7/9/24	63512		178,204.23
116246	07/12/2024	BORDER STATES INDUSTRIES INC	10997
928553318	63425		61.28
928569609	63425		73.00
116247	07/12/2024	CABLE DAHMER AUTOMOTIVE LLC	12619
72410	63192		79.86
116248	07/12/2024	CBK INC	1023
2024 06 30 LC58	63400		8,732.47
2024 06 30 LC58	63796		1,191.40
2024 06 30 LC58	63796		21.62
2024 06 30 LC58	63400		20.56
116249	07/12/2024	CENTURY BUSINESS TECHNOLOGIES	870
720967	63239		101.42
116250	07/12/2024	CHEMRITE INC	11358
317901	63384		13,861.26

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116251	07/12/2024	COLUMBIA CAPITAL MANAGEMENT LL 1038	<b>6,650.00</b>
50889 2024	CONTRACT		4,900.00
50889 2024	CONTRACT		1,500.00
50889 2024 COR	CONTRACT		250.00
116252	07/12/2024	CONCRETE SUPPLY OF TOPEKA 1066	<b>6,474.00</b>
587235	63405		492.00
587508	63405		820.00
587509	63405		820.00
587510	63405		1,230.00
587511	63405		1,640.00
587778	63405		492.00
588511	63042		980.00
116253	07/12/2024	CONRAD FIRE EQUIPMENT 1073	<b>104.18</b>
576118	63235		104.18
116254	07/12/2024	CONSOLIDATED RURAL WATER 1075	<b>7,342.24</b>
63402 6	63402		7,342.24
116255	07/12/2024	CONVERGEONE INC 11623	<b>3,654.36</b>
INV1007280	65147		3,654.36
116256	07/12/2024	DELL FINANCIAL SERVICES LP 1320	<b>37,918.24</b>
3390450	46314		2,044.89
3390945	49958		435.12
3347819	48492		2,260.79
3348037	64635		2,461.98
3384875	61343		21,259.26
3389654	45078		1,108.85
3390148	49613		4,253.56
3390321	48490		4,093.79
116257	07/12/2024	DELL MARKETING LP 1319	<b>260.60</b>
10755264362	65252		260.60
116258	07/12/2024	DELTA DENTAL OF KANSAS INC 1323	<b>12,286.74</b>
63614 ADMIN JU	63614		3,226.60
W/E 07/03/24	63614		9,060.14
116259	07/12/2024	DOWNTOWN TOPEKA INC 1408	<b>9,004.83</b>
05312024	BID		9,004.83
116260	07/12/2024	DS SERVICES OF AMERICA INC 13004	<b>151.88</b>
23137274 061124	64472		151.88
116261	07/12/2024	ED M FELD EQUIPMENT COMPANY 11895	<b>212.65</b>
0440814 IN	63260		212.65
116262	07/12/2024	ELLIOTT AUTO SUPPLY COMPANY 5676	<b>1,414.11</b>
2 6616825	63258		86.08
5 4056819	63314		870.00
8 874175	63258		184.24
8 875349	63258		110.33
8 875154	63258		70.10
8 875172	63258		93.36
116263	07/12/2024	ETHANOL PRODUCTS LLC 9576	<b>4,079.40</b>
CO2385800	63390		4,079.40
116264	07/12/2024	EUROFINS EATON ANALYTICAL INC 8594	<b>368.00</b>
8100094923	63414		368.00





# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
65365 5725 SW T	65365		10,000.00
116289	07/12/2024	MISSOURI DOOR CO INC 3747	395.00
53986	63499		395.00
116290	07/12/2024	MULLINS, CHAD S 13141	2,850.00
00265	64513		2,850.00
116291	07/12/2024	MYGOV LLC 9627	1,907.50
9243	63778		1,907.50
116292	07/12/2024	NEENAN COMPANY 3649	372.60
S3119810 001	63028		372.60
116293	07/12/2024	NEXUS INTERPRETING LLC 11556	110.00
ADAC 00050	64074		110.00
116294	07/12/2024	O REILLY AUTOMOTIVE STORES INC 3714	318.25
0152 463203	63148		40.45
0152 464698	63292		
116295	07/12/2024	ONE GAS INC 2707	12,143.11
3155014682-6.24		500 NE STRAIT	43.86
4144743709-6.24		312 SE JEFFERSON	94.97
4144746564-6.24		3245 NW WATERWORKS	142.67
5156651709-6.24		619 SE RICE RD	116.22
4144752136-6.24		545 NE LAKE	43.86
4160204909-6.24		1215 SW 38TH ST	45.38
5144743664-6.24		324 SE JEFFERSON ACA	92.04
6144748591-6.24		2447 SE 29TH	134.79
1144745745-6.24		2521 SE 2ND ST (C2)	43.86
6144743873-6.24		318 SE JEFFERSON	133.03
7144745545-6.24		1600 NW BUTTON	359.07
7164248773-6.24		2200 SW CENTRAL PRK	90.30
8144744009-6.24		1200 NE DIVISION	92.04
9144746036-6.24		322 NW CRANE - PD IMP LOT (F)	50.17
9144746127-6.24		318 NW CRANE	54.10
7155014382-6.24		2521 SE 2ND ST '(C1)	51.75
9145210518-6.24		320 S KANSAS AVE	2,520.10
14144746336-6.2		201 NW TOPEKA	2,754.88
1144744300-6.24		1115 NE POPLAR BLDG A	134.51
144745845-6.24		635 SW JACKSON ST	47.96
2164679945-6.24		1115 NE POPLAR	2,011.67
3145209500-6.24		620 MADISON	2,981.82
0144747064-6.24		1901 SW WESTERN - WATER	104.06
116296	07/12/2024	ONEILL EXCAVATING INC 10202	6,992.50
65411 2601 WES	65411		6,992.50
116297	07/12/2024	OZARK KENWORTH INC 3375	143.10
T0029560018871	63471		383.31
T0029560018875	63471		
116298	07/12/2024	POLYDYNE INC 5879	35,550.00
1842603	63387		35,550.00
116299	07/12/2024	POMPS TIRE SERVICE INC 10675	619.20
1160077457	63294		28.62
1160077306	63294		1,190.00
1160077367	63294		337.90
1160077261	63294		233.40
1160077262	63294		31.80
1160077471	63294		

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
116300	07/12/2024	PVS DX INC	13277	<b>8,780.04</b>
817001413 24	63044			8,780.04
116301	07/12/2024	RAY ALLEN MANUFACTURING LLC	4115	<b>1,435.82</b>
RINV382799	65429			1,435.82
116302	07/12/2024	SIMPLIFILE LC	9508	<b>780.50</b>
KSTPBG-063020.		ORD # 20495 062524		57.25
KSTPBG-063020.		ORD # 20497 062524		91.25
KSTPBG-063020.		HEARING 828 NE MONROE 060524		57.25
KSTPBG-063020.		HEARING 503 NE PARAMORE 060524		74.25
KSTPBG-063020.		RLS OF MORTGAGE 2220 SE MARKET		22.25
KSTPBG-063020.		RLS OF MORTGAGE 1832 SW HOPE 0		22.25
KSTPBG-063020.		GREGG/TARC 062624		57.25
KSTPBG-063020.		GREGG/TARC 062624		57.25
KSTPBG-063020.		HEARING 2450 SE 25TH 062724		108.25
KSTPBG-063020.		EASEMENT # 13183 062024		40.25
KSTPBG-063020.		RLS OF MORGAGE 2307 SE INDIAN		22.25
KSTPBG-063020.		RLS OF MORTGAGE 5242 SW 27TH 0		22.25
KSTPBG-063020.		HEARING 731 NE WINFIELD 062124		57.25
KSTPBG-063020.		HEARING 227 SE 33RD TER 062724		91.25
116303	07/12/2024	SPENCER & COMPANY	2321	<b>8,099.89</b>
S 2 9554	63553			204.64
S 2 9555	63553			190.34
S 63132	63322			5,993.15
S 63163	63553			359.95
S 63250	63553			66.37
S 63284	63553			919.22
S 63258	63553			262.12
S 63275	63553			104.10
116304	07/12/2024	STAPLES CONTRACT N COMMERCIAL	4725	<b>83,299.87</b>
6004639203	65255			1,578.78
6004639205	65256			278.59
6004639206	65251			2,774.00
6004812687	62358			76,589.95
6004863275	65259			29.97
6004863276	65273			58.65
6004863277	65274			15.76
6004820118	65259			29.98
6004863278	65274			78.80
6004923720	65279			50.91
6004923721	65273			90.43
6004971384	65284			657.16
6004979913	65283			623.72
6004979914	65285			443.17
116305	07/12/2024	SUNBELT RENTALS INC	12727	<b>4,143.65</b>
124515782 0029	64020			4,143.65
116306	07/12/2024	SUNFLOWER PAVING INC	4815	<b>228,636.89</b>
60747 13	60747			68,003.95
60747 14	60747			160,632.94
116307	07/12/2024	TARC INC	4871	<b>69.20</b>
35277	64030			49.20
34801	64030			20.00
116308	07/12/2024	THE TIRE CUTTERS INC	5633	<b>250.00</b>
100644	63764			250.00
116309	07/12/2024	TOPEKA LODGING ASSOCIATION	11196	<b>32,384.10</b>
MAY 2024	TBID			32,384.10

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116310 J24M2084P	07/12/2024 65043	TR MANAGEMENT INC 2458	1,996.00 <b>1,996.00</b>
116311 0724 0006	07/12/2024 63609	TRIA HEALTH LLC 6938	2,700.00 <b>2,700.00</b>
116312 63481 12	07/12/2024 63481	TSQUARED LAWN CARE 12761	990.00 <b>990.00</b>
116313 3135261 3134426 3134441 3134450	07/12/2024 63389 63389 63389 63389	U S LIME COMPANY - ST CLAIR 5117	7,008.48 6,721.11 6,997.32 13,846.77 <b>34,573.68</b>
116314 PCARD07052024	07/12/2024	UMB BANK NA 5127	111,147.70 <b>111,147.70</b>
116315 1910056446 1910056580 1910056442 1910056443 1910056444 1910056445 1910057303 1910057304 1910057305 1910057306 1910057307 1910057308 1910057309 1910057310 1910057653 1910057655 1910057656 1910057657 1910057658 1910057659 1910057792	07/12/2024 63039 63039 63039 63039 63039 63039 63348 63491 63491 63491 63348 63348 63504 63504 63504 63039 63039 63039 63039 63039 63039 63039 63039 63039 63039	UNIFIRST CORPORATION 5134	11.46 8.90 18.60 7.92 6.60 16.52 15.16 1.88 4.64 4.86 24.93 8.52 31.25 12.81 46.85 18.60 7.92 6.60 16.52 11.46 8.90 <b>290.90</b>
116316 58845 13	07/12/2024 58845	UNLIMITED CONSTRUCTION INC 12288	146,080.13 <b>146,080.13</b>
116317 7373125	07/12/2024 DE	US BANK INC 5174	1,200.00 <b>1,200.00</b>
116318 602000057925	07/12/2024 63203	VERIZON CONNECT INC 12038	120.00 <b>120.00</b>
116319 280002014 2801472430 2801472439 2801472440 2801472441 2801472442 2801472503 2801472426 2801472427 2801472327	07/12/2024 63337 63337 63877 63877 63877 63877 63877 63264 63337 63337	VESTIS GROUP INC 9589	46.44 20.46 151.26 66.77 48.61 8.99 62.85 150.41 30.57 28.24 <b>614.60</b>
116320	07/12/2024	VETERINARY MEDICAL & SURGICAL 5222	<b>2,582.67</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
6/15/24	63629		2,582.67
116321 40048822	07/12/2024 57185	WSP USA ENVIRONMENT & 7704	4,505.00 <b>4,505.00</b>
116322 13032 13068	07/12/2024 64360 64316	YARDCRAFTERS LLC 13035	150.00 1,586.65 <b>1,736.65</b>
116323 02 2024	07/12/2024 63575	YWCA NORTHEAST KANSAS 5583	708.06 <b>708.06</b>
116324 HEN109-0724IM	07/12/2024	CORNERSTONE OF TOPEKA INC IM July 2024 Payment 1117	425.00 <b>425.00</b>
116325 HYD101-0724	07/12/2024	DELAPP, PATRICK S + C July 2024 Payment 1315	960.00 <b>960.00</b>
116326 CLA107-0724IM	07/12/2024	HIGGINBOTHOM, CORY IM July 2024 Payment 11411	1,750.00 <b>1,750.00</b>
116327 AND106-0724 LOY101-0624 LOY101-0724 TOR102-0724	07/12/2024	PREMIER MANAGEMENT LLC S + C July 2024 Payment S + C July 2024 Payment S+C July Payment S+C July Payment 13638	775.00 565.00 565.00 575.00 <b>2,480.00</b>
116328 RHO103-0724	07/12/2024	LAIRD SR, RICHARD D S + C July 2024 Payment 6519	330.00 <b>330.00</b>
116329 9801	07/12/2024 63837	ACE ELECTRIC JONES COMPANY INC 35	2,446.30 <b>2,446.30</b>
116330 06258503 06258558	07/12/2024 63188 63188	BERRY COMPANIES INC 5408	139.96 261.70 <b>401.66</b>
116331 144297 144377	07/12/2024 62962 63399	CAPITAL BELT & SUPPLY INC 776	25.02 329.38 <b>354.40</b>
116332 1802515 TP 40079477 JS0973	07/12/2024 63312 63308 63308	CAPITAL CITY OIL CO INC 778	1,539.72 23,147.80 837.60 <b>25,525.12</b>
116333 U290971 V124978 U922139	07/12/2024 63886 63882 65031	CORE & MAIN LP 2146	10,390.00 2,003.16 2,603.36 <b>14,996.52</b>
116334 9155425789	07/12/2024 63145	GRAINGER 1964	46.94 <b>46.94</b>
116335 9337716041 9337716240 9337716519 9337716688 9337716906	07/12/2024 65065 65065 65065 65065 65065	GRAYBAR 1977	1,272.19 808.08 506.72 2,561.90 530.40 <b>5,679.29</b>
116336 52021803	07/12/2024 64856	JOHNSON CONTROLS US HOLDINGS 12157	79,563.56 <b>79,754.56</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
52021816	63714		191.00
116337	07/12/2024	KANSAS SAND & CONCRETE INC 2744	<b>2,572.50</b>
90547116	63428		857.50
90547129	63428		1,715.00
116338	07/12/2024	KEY EQUIPMENT & SUPPLY CO 2847	<b>1,519.95</b>
KC212919	63286		82.46
KC212964	63025		178.64
KC213083	63025		234.43
KC213121	63286		1,024.42
116339	07/12/2024	SAFETY SUPPLIES 4336	<b>414.00</b>
SSI 240649	62982		414.00
116340	07/12/2024	SALISBURY SUPPLY COMPANY INC 4352	<b>2,036.56</b>
363055	63439		1,066.80
363212	63439		128.56
363229	63439		640.78
362497	63439		47.31
363039	63035		65.12
363040	63035		87.99
116341	07/12/2024	SAMCO INC 4355	<b>13,344.64</b>
2401381	63680		289.82
2401591	63442		286.86
2401018	63442		3,545.00
2401429	63680		2,163.46
2401242	63679		6,815.00
2400425	63810		244.50
116342	07/12/2024	CORVEL CORPORATION INC 8931	<b>17,054.00</b>
1560841	64151		481.00
1579406	64151		222.00
1598201	64151		333.00
1615481	64151		185.00
1632739	64151		333.00
1647500	64151		12,500.00
1647501	64151		3,000.00
116343	07/12/2024	FIRST STOP HEALTH LLC 12166	<b>3,353.60</b>
INV 45842	63603		3,353.60
116344	07/12/2024	HUNTER LANE LLC 12191	<b>210,816.28</b>
559014	64198		6,185.35
559015	64198		8.73
558944	64198		204,622.20
116345	07/12/2024	STORMONT VAIL WORK CARE 4783	<b>14,888.00</b>
512633 JUNE 20:	65303		875.00
512634 JUNE 20:	65303		7,067.00
512636 JUNE 20:	65303		770.00
512637 JUNE 20:	65303		550.00
515184 JUNE 20:	65303		250.00
583490 JUNE 20:	65303		90.00
600607 JUNE 20:	65303		210.00
577603 JUNE 20:	65303		600.00
571327 JUNE 20:	65303		4,476.00
116346	07/12/2024	VALEO BEHAVIORAL HEALTH CARE 5187	<b>33,642.00</b>
2024QTR2	63713		33,642.00
116347	07/12/2024	AFSCME MISSOURI STATE COUNCIL 83	<b>1,616.40</b>
UNA1240712191:		Union Dues - AFSCME	134.70

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
UNA1240712191!		Union Dues - AFSCME	763.30
UNA1240712191!		Union Dues - AFSCME	449.00
UNA1240712191!		Union Dues - AFSCME	269.40
116348	07/12/2024	APPLICATION SOFTWARE INC 8140	<b>894.60</b>
MAY FLEX 7/12	PAYROLL		559.60
MAY HSA 7/12	PAYROLL		335.00
116349	07/12/2024	CITY OF TOPEKA FRIENDSHIP FUND 948	<b>582.25</b>
FR10240712191!		Friendship Fund	44.75
FR10240712191!		Friendship Fund	137.50
FR10240712191!		Friendship Fund	32.00
FR10240712191!		Friendship Fund	73.50
FR10240712191!		Friendship Fund	17.00
FR10240712191!		Friendship Fund	18.00
FR10240712191!		Friendship Fund	40.50
FR10240712191!		Friendship Fund	27.00
FR10240712191!		Friendship Fund	8.00
FR10240712191!		Friendship Fund	184.00
116350	07/12/2024	FIREMENS OFF DUTY RELIEF FUND 1676	<b>4,343.45</b>
FO10240712191!		Firefighter's Off Duty Relief	4,343.45
116351	07/12/2024	INTERNATIONAL ASSOCIATION OF 2424	<b>9,376.77</b>
UNI12407121919		Union Dues - IAFF	9,390.99
7/12/24 ADMIN F	PAYROLL		-14.22
116352	07/12/2024	KANSAS ASSOCIATION OF PUBLIC 2630	<b>831.17</b>
UNK1240712191!		Union Dues - KAPE	76.30
UNK1240712191!		Union Dues - KAPE	40.57
UNK1240712191!		Union Dues - KAPE	83.32
UNK1240712191!		Union Dues - KAPE	56.51
UNK1240712191!		Union Dues - KAPE	356.41
UNK1240712191!		Union Dues - KAPE	96.34
UNK1240712191!		Union Dues - KAPE	26.83
UNK1240712191!		Union Dues - KAPE	94.89
116353	07/12/2024	TEAMSTERS LOCAL UNION 696 4892	<b>1,192.00</b>
UNT1240712191!		Union Dues - Teamsters	1,192.00
116354	07/12/2024	UNITED WAY OF KAW VALLEY INC 5157	<b>127.00</b>
UW10240712191		United Way	72.00
UW10240712191		United Way	5.00
UW10240712191		United Way	5.00
UW10240712191		United Way	2.00
UW10240712191		United Way	37.00
UW10240712191		United Way	5.00
UW10240712191		United Way	1.00
116355	07/12/2024	UNITED WORKERS OF 10010	<b>610.30</b>
7/12/24 ADMIN F	PAYROLL		-4.70
UNW2240712191		Union Dues - UWETT	615.00
116356	07/12/2024	ALFRED BENESCH & COMPANY 12193	<b>29,982.12</b>
285598	61159		2,140.00
285656	63737		18,847.00
285663	61008		2,225.00
285639	58148		1,362.00
285643	62768		3,895.00
285655	57003		1,513.12
116357	07/12/2024	FISHER ROSEMOUNT SYSTEMS INC 13553	<b>5,281.30</b>
30737412	64902		5,281.30

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116358 2406110	07/12/2024 63441	SAFETY CONSULTING INC 4335	400.00 <b>400.00</b>
116359 JUNE 2024	07/12/2024 DE	SHAWNEE COUNTY 4518	1,035,947.30 <b>1,035,947.30</b>
116360 2574	07/12/2024 64441	STAR SERVICES PROPERTY 13027	2,000.00 <b>2,000.00</b>
116361 234196 234194 234195	07/12/2024 63037 63152 63765	TFM COMM INC 4914	297.82 44.63 887.08 <b>1,229.53</b>
116362 00002495 00002496 00002497 00002498 00002499 00002500 00002501 00002502	07/19/2024 63784 63404 63404 63404 63404 63404 63404 63404 63041	CTCR INC 1194	145.35 1,482.00 887.50 861.90 174.20 95.20 48.60 234.00 <b>3,928.75</b>
116363 0754756 0753357	07/19/2024 64673 64474	FERGUSON ENTERPRISES INC 1639	7,403.60 9,460.00 <b>16,863.60</b>
116364 56434 211 SE 40` 64903 2315 SW M 65119 1101 SW C 65004 8TH & JAC 65096 1034 S KA 65104 200 SE 7T 65376 6900 SW C 945	07/19/2024 65434 64903 65119 65004 65096 65104 65376 65074	GREENCARE CONSTRUCTION INC 13517	2,245.00 5,327.00 5,355.00 10,020.00 4,440.00 4,110.00 4,870.00 9,450.00 <b>45,817.00</b>
116365 8269286	07/19/2024 65333	JCI INDUSTRIES INC 2507	1,900.02 <b>1,900.02</b>
116366 55461F 55908C	07/19/2024 63163 64117	911 CUSTOM LLC 8345	7,000.00 550.00 <b>7,550.00</b>
116367 110562 110556	07/19/2024 63162 63162	A 1 LOCK & KEY LLC 13	124.85 50.60 <b>175.45</b>
116368 64363 11 6/26/24	07/19/2024 64363	ADVANCED BIOHAZARD CLEANUP LLC 12664	1,000.00 <b>1,000.00</b>
116369 EC0724	07/19/2024 63524	ARCHDIOCESE OF KANSAS CITY 1500	4,550.00 <b>4,550.00</b>
116370 730097982 730098034 730098198 730097921 730097923	07/19/2024 58765 60459 60844 39911 62715	BARTLETT & WEST ENGINEERS 391	2,212.50 861.10 25,346.79 17,334.55 451.43 <b>46,206.37</b>
116371	07/19/2024	BLUE CROSS BLUE SHIELD INC 528	<b>113,617.90</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
20251469	63512		113,617.90
116372 W/E 07/16/2024	07/19/2024 63512	BLUE CROSS BLUE SHIELD INC 528	111,397.10
116373 928594110	07/19/2024 62961	BORDER STATES INDUSTRIES INC 10997	491.94
116374 BGC0724	07/19/2024 63658	BOYS & GIRLS CLUB OF TOPEKA 576	9,734.28
116375 BH0724	07/19/2024 63515	BREAKTHROUGH HOUSE INC 598	5,437.50
116376 CC0724 63578 1	07/19/2024 63536 63578	CATHOLIC CHARITIES 848	8,327.11 14,000.00
116377 2024 06 30 LC58	07/19/2024 63982	CBK INC 1023	1,229.22
116378 721380 721967	07/19/2024 63239 63239	CENTURY BUSINESS TECHNOLOGIES 870	3,631.59 11,391.07
116379 15248 15365 15366	07/19/2024 63234 63234 63234	COMMERCIAL TIRE CENTERS INC 12082	114.68 2,340.89 2,303.84
116380 063024HESG24 CA0724	07/19/2024 63576 63535	COMMUNITY ACTION INC 1051	17,302.58 8,363.19
116381 588628 589560 589052 589054	07/19/2024 63405 63405 63042 63405	CONCRETE SUPPLY OF TOPEKA 1066	1,001.00 656.00 1,023.50 246.00
116382 570308 570338 570343 570441 570443 570829 570653 571032 571065 571563 572006 576108	07/19/2024 58944 58944 58944 58944 58944 58944 58944 58944 58944 58944 58944 58944 63235	CONRAD FIRE EQUIPMENT 1073	3,386.01 3,896.65 691.62 9,225.30 25.95 1,900.89 822.60 331.92 437.25 3,423.54 12,753.54 44.11
116383 135349	07/19/2024 65491	DANKO EMERGENCY EQUIPMENT CO 1248	700.00
116384 W/E 07/11/2024	07/19/2024 63614	DELTA DENTAL OF KANSAS INC 1323	15,074.40
116385 000000 6/24/24 008465	07/19/2024 63666 63666	DILLONS COMPANIES INC 2918	-1.74 37.62

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116386	07/19/2024	DOORSTEP INC 1385	1,050.00
DSRUSPLITO724	63537		1,050.00
116387	07/19/2024	DURKIN EQUIPMENT CO 1451	4,492.52
DK SINVP104647	63409		3,493.36
DK SINVP10463E	63409		999.16
116388	07/19/2024	DXP ENTERPRISES INC 8820	2,647.00
54513675	65035		2,573.00
54513685	65035		74.00
116389	07/19/2024	EAST TOPEKA COUNCIL ON AGING 1469	5,695.06
ETCA0724	63516		5,695.06
116390	07/19/2024	ED M FELD EQUIPMENT COMPANY 11895	4,562.26
0441500 IN	63260		708.93
0441501 IN	63260		483.01
0441502 IN	63260		494.07
0441503 IN	63260		2,260.65
0441504 IN	63260		615.60
116391	07/19/2024	ELITE TURF & LANDSCAPE LLC 13391	1,000.00
2359	64488		1,000.00
116392	07/19/2024	ELLIOTT AUTO SUPPLY COMPANY 5676	877.21
8 872036	63258		-9.00
8 872562	63258		-28.00
8 873536	63258		-56.00
8 875022	63314		501.55
8 875421	63314		284.70
8 875243	63258		36.27
8 875476	63258		147.69
116393	07/19/2024	ETHANOL PRODUCTS LLC 9576	5,922.00
CO2386460	63390		3,767.00
CO2386945	63390		2,155.00
116394	07/19/2024	EUROFINS EATON ANALYTICAL INC 8594	45.94
3800055992	63414		45.94
116395	07/19/2024	EXPERIAN INFORMATION SOLUTIONS 5760	264.83
CD2503002810	63412		212.83
CD2503002811	63412		52.00
116396	07/19/2024	FARMER EXCAVATING INC 12332	1,134.00
62051 4	62051		1,134.00
116397	07/19/2024	FIFTH ASSET INC 13115	18,000.00
DB2005497	65459		18,000.00
116398	07/19/2024	FISHER SCIENTIFIC COMPANY LLC 4949	470.93
3403419	63416		470.93
116399	07/19/2024	FIT EXCAVATING INC 3126	24,170.00
65382 911 NE MI	65382		24,170.00
116400	07/19/2024	FLORENCE CRITTENTON SERVICE IN 1722	11,873.68
FC0724	63518		11,873.68
116401	07/19/2024	FOLEY EQUIPMENT COMPANY 9605	377.58
SS300053190	63265		377.58

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116402	07/19/2024	FOLEY SUPPLY INC 11340	<b>8,463.34</b>
T23440 01	63605		720.04
T22146 09	63605		7,743.30
116403	07/19/2024	FRASER, ERIC BRYAN 12992	<b>1,300.00</b>
5149	64317		1,300.00
116404	07/19/2024	GALLS PARENT HOLDINGS LLC 11211	<b>1,514.02</b>
028325632	64622		113.02
028326156	65144		56.51
028326351	64086		142.08
028345517	65144		379.54
028349809	64086		56.51
028363464	64936		433.76
028305546	64936		226.04
028315429	64354		71.04
028315439	64622		35.52
116405	07/19/2024	GARNEY COMPANIES INC 5785	<b>390,723.99</b>
58842 17	58842		390,723.99
116406	07/19/2024	GT DISTRIBUTORS INC 2008	<b>3,647.10</b>
INV1006731	65223		2,417.20
INV1007269	65223		1,229.90
116407	07/19/2024	HELPING HANDS HUMANE SOCIETY 2183	<b>4,623.23</b>
63694 JUNE 2024	63694		4,623.23
116408	07/19/2024	HENRY OUTDOOR POWER LLC 8004	<b>1,265.00</b>
2387	64140		1,265.00
116409	07/19/2024	HERNLY ENVIRONMENTAL INC 9487	<b>450.00</b>
2358	60596		450.00
116410	07/19/2024	HOUSE OF TOOL & ENGINEERING 10409	<b>5,223.41</b>
C06552 001	63455		5,223.41
116411	07/19/2024	HYSPECO INC 13342	<b>927.83</b>
00735811	64264		563.30
00736640	64264		115.74
00737101	64264		144.12
00738432	64264		104.67
116412	07/19/2024	INSIGHT PUBLIC SAFETY AND 11149	<b>5,500.00</b>
1860	64000		5,500.00
116413	07/19/2024	IRIS GROUP HOLDINGS LLC 13667	<b>397.61</b>
155578449	EVERON		397.61
116414	07/19/2024	J&D EQUIPMENT INC 162	<b>507.90</b>
51042	63169		507.90
116415	07/19/2024	JEO CONSULTING GROUP INC 11840	<b>28,597.50</b>
151972	61836		13,326.25
152151	62236		15,271.25
116416	07/19/2024	KANSAS CHILDRENS SERVICE 2651	<b>7,802.00</b>
51837 0630 2024	63661		2,412.00
KCSL0724	63531		5,390.00
116417	07/19/2024	KANSAS FENCING INC 2703	<b>629.52</b>
37811	65102		629.52

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116418	07/19/2024	KANSAS PERSONNEL SERVICES INC 2849	<b>6,256.44</b>
3065694	64848		1,167.60
3065695	65448		682.62
3065697	64943		611.52
3065698	63777		133.44
3065378	63654		756.16
3065693	64426		2,905.10
116419	07/19/2024	KANSASLAND TIRE INC OF HAYS KS 13228	<b>2,178.96</b>
24345	63285		581.00
24376	63285		478.00
24399	63325		88.28
24344	63325		1,031.68
116420	07/19/2024	KLAVER CONSTRUCTION COMPANY 10517	<b>35,352.36</b>
64338 2	64338		35,352.36
116421	07/19/2024	L&J BUILDING MAINTENANCE 13636	<b>5,587.50</b>
6852	65061		4,495.00
6865	65061		632.50
6866	65061		115.00
6856	65061		345.00
116422	07/19/2024	LINEAGE MAILING SERVICES LLC 9223	<b>14,964.79</b>
MAY 2024	POSTAGE		14,964.79
116423	07/19/2024	MICHAEL & SONS INC 3377	<b>34,042.00</b>
65127 CLEAUP #	65462		11,188.00
65127 CLEAUP M	65127		22,854.00
116424	07/19/2024	MINNESOTA ELEVATOR INC 7834	<b>825.00</b>
1072994CORR	DE		825.00
116425	07/19/2024	MISSOURI DOOR CO INC 3747	<b>600.41</b>
54084	63499		155.00
54162	63499		445.41
116426	07/19/2024	MULLINS, CHAD S 13141	<b>3,000.00</b>
00267	65220		3,000.00
116427	07/19/2024	ONE GAS INC 2707	<b>906.02</b>
5145208391-7.24		504 NW WINTER	92.04
4156677591-7.24		1901 SW WESTERN	43.86
8144744873-7.24		934 NE QUINCY	60.41
9144745491-7.24		2000 NW 17TH	172.59
9144747164-7.24		1215 SW OAKLEY	116.93
144743927-7.24		1419 NE SEWARD	52.54
7144745291-7.24		927 NW HARRISON - TRAFFIC	148.42
2144746645-7.24		813 SW CLAY	102.30
5144746918-7.24		720 SW 21ST	116.93
116428	07/19/2024	ONEILL EXCAVATING INC 10202	<b>2,880.00</b>
65461 5600 TOPI	65461		2,880.00
116429	07/19/2024	OZARK KENWORTH INC 3375	<b>382.68</b>
T0029560018887	63471		382.68
116430	07/19/2024	PAPANS LANDING SENIOR 3811	<b>5,152.00</b>
PL0724	63523		5,152.00
116431	07/19/2024	POMPS TIRE SERVICE INC 10675	<b>5,774.01</b>
1160077374	63294		937.06
1160077108	63294		537.65

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1160077511	63294		66.00
1160077514	63294		3,988.95
1160077689	63294		244.35
116432	07/19/2024	PREMIER FARM & HOME LLC 4002	<b>155.49</b>
347223	62973		155.49
116433	07/19/2024	PROFESSIONAL ENGINEERING 4018	<b>2,080.00</b>
532184	64015		670.00
532438	64015		1,410.00
116434	07/19/2024	PUR O ZONE INC 6773	<b>1,200.61</b>
897040	63490		1,200.61
116435	07/19/2024	RAY ALLEN MANUFACTURING LLC 4115	<b>29.98</b>
RO081953	65429		29.98
116436	07/19/2024	REIN, LINNEA S 4166	<b>831.50</b>
974567	63689		63.00
974568	63689		109.50
974570	63689		424.00
974573	63689		180.00
974575	63689		55.00
116437	07/19/2024	RIGS LLC 13159	<b>250.00</b>
0342	65296		250.00
116438	07/19/2024	ROBERT ARMSTRONG 255	<b>2,625.00</b>
6011	64120		1,225.00
6012	61983		1,400.00
116439	07/19/2024	SBB ENGINEERING LLC 8999	<b>56,230.92</b>
7865	57276		3,151.37
7868	60994		6,844.80
7869	62795		11,930.25
7822	51306		29,769.50
7822R	51306		4,535.00
116440	07/19/2024	SCHUSTER BATTERY CO 13478	<b>221.92</b>
9112116	65306		221.92
116441	07/19/2024	SHAWNEE COUNTY 6900	<b>2,205.00</b>
PKLD ACQ Q2 2024 CONSOLIDATION			2,205.00
116442	07/19/2024	SHAWNEE COUNTY MEDICAL SOCIETY 4515	<b>11,250.00</b>
HA0724	63522		11,250.00
116443	07/19/2024	SIDENER ENVIRONMENTAL 11592	<b>331.56</b>
533293	64401		331.56
116444	07/19/2024	SPENCER & COMPANY 2321	<b>6,057.16</b>
S 63407	63553		-10.46
S 63395	63553		336.43
S 63442	63553		131.88
W 58219	63553		3,019.33
W 58273	63553		1,936.27
S 63326	63553		643.71
116445	07/19/2024	STAPLES CONTRACT N COMMERCIAL 4725	<b>1,271.30</b>
6005463926	65309		93.20
6005520572	65318		120.83
6005579241	65346		79.42
6005039458	65290		25.46

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
6005186066	65290		34.99
6005186069	65295		207.45
6005186072	65299		133.29
6005579242	65346		16.56
6005186075	65300		438.11
6005039457	65285		121.99
116446	07/19/2024	STATE OF KANSAS	12114
671969	65476		6,213.25
			<b>6,213.25</b>
116447	07/19/2024	SUMMIT AUTO SUPPLY	12303
001600 IN	63333		469.92
			<b>469.92</b>
116448	07/19/2024	SUNFLOWER PAVING INC	4815
64899 1	64899		105,469.20
			<b>105,469.20</b>
116449	07/19/2024	SUPER OIL CO INC	3893
1096571	63293		24.95
			<b>24.95</b>
116450	07/19/2024	THE MIRROR INC	12941
MI0724	63514		4,725.00
			<b>4,725.00</b>
116451	07/19/2024	THE SALVATION ARMY OF TOPEKA	4938
SA0724	63525		6,153.59
			<b>6,153.59</b>
116452	07/19/2024	THE TIRE CUTTERS INC	5633
100608	63764		375.00
			<b>375.00</b>
116453	07/19/2024	TOPEKA LULAC SENIOR CENTER	5036
LULAC0724	63573		8,982.30
			<b>8,982.30</b>
116454	07/19/2024	TSQUARED LAWN CARE	12761
63481 13	63481		990.00
			<b>990.00</b>
116455	07/19/2024	U S LIME COMPANY - ST CLAIR	5117
3135311	63389		21,042.18
3136393	63389		13,732.38
			<b>34,774.56</b>
116456	07/19/2024	UMB BANK NA	5127
PCARD07122024			42,323.62
			<b>42,323.62</b>
116457	07/19/2024	UNIFIRST CORPORATION	5134
1910057916	63348		15.16
1910057917	63504		40.03
1910057918	63491		1.88
1910057919	63491		4.64
1910057920	63491		4.86
1910058257	63504		46.85
1910058368	63450		98.32
1910057921	63348		24.93
1910057922	63348		8.52
1910057923	63504		31.25
1910057924	63504		12.81
			<b>289.25</b>
116458	07/19/2024	UNITED ENGINEERING GROUP	13273
1083	65111		450.00
			<b>450.00</b>
116459	07/19/2024	VANDERBILT'S NO 6	5199
517599	63451		139.99
517609	63586		149.99
518074	63451		159.99
518785	63586		185.00
518846	63586		179.99
			<b>814.96</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116460	07/19/2024	VESTIS GROUP INC 9589	<b>388.16</b>
280002053	63337		-119.32
280002063	63337		-28.00
280002064	63337		-46.44
2801473990	63337		48.24
2801474064	63264		154.17
2801474065	63337		30.57
2801474067	63337		20.46
2801474074	63877		143.26
2801474075	63877		64.77
2801474076	63877		48.61
2801474077	63877		8.99
2801474142	63877		62.85
116461	07/19/2024	VETERINARY MEDICAL & SURGICAL 5222	<b>295.64</b>
182742	63629		295.64
116462	07/19/2024	WSP USA INC 10927	<b>5,629.01</b>
40050414	63735		5,629.01
116463	07/19/2024	YARDCRAFTERS LLC 13035	<b>1,694.00</b>
13231	64360		645.00
13232	64271		599.00
13233	64360		450.00
116464	07/19/2024	MHC SOFTWARE HOLDINGS INC 12960	<b>300.00</b>
INVMH6734	65513		300.00
116465	07/19/2024	CORNERSTONE OF TOPEKA INC 1117	<b>692.00</b>
BRA112-0724IM		IM July 2024 Payment	162.00
ROB116-0724IM		IM July 2024 Payment	530.00
116466	07/19/2024	EPIC PROPERTY MANAGEMENT LLC 12164	<b>638.00</b>
THA101-DMGES		S + C July 2024 Payment	638.00
116467	07/19/2024	ACE ELECTRIC JONES COMPANY INC 35	<b>1,404.10</b>
9823	63837		1,404.10
116468	07/19/2024	APPLIED INDUSTRIAL 245	<b>201.60</b>
7029946296	63396		201.60
116469	07/19/2024	BERRY COMPANIES INC 5408	<b>119.96</b>
06258860	62978		119.96
116470	07/19/2024	CAPITAL BELT & SUPPLY INC 776	<b>38.52</b>
144480	62962		29.04
144580	62962		9.48
116471	07/19/2024	CAPITAL CITY OIL CO INC 778	<b>24,727.92</b>
1147370	63308		49.01
1147395	63308		35.61
1147445	63308		51.35
40080048	63308		24,591.95
116472	07/19/2024	FASTENAL COMPANY 1619	<b>6.90</b>
KSTOP321733	63259		6.90
116473	07/19/2024	GRAINGER 1964	<b>77.74</b>
9163166078	63268		77.74
116474	07/19/2024	HACH COMPANY 2038	<b>3,301.14</b>
14085994	63456		3,301.14

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116475	07/19/2024	HD SUPPLY INC 12991	1,470.15
INV0404435	63449		67.84
INV00404535	63449		1,402.31
116476	07/19/2024	IBT INC 2377	84.18
8420557	63276		84.18
116477	07/19/2024	KANSAS SAND & CONCRETE INC 2744	1,249.75
90547575	64204		392.25
90548491	63428		857.50
116478	07/19/2024	KEY EQUIPMENT & SUPPLY CO 2847	769.81
KC213265	63286		706.34
KC213285	63286		63.47
116479	07/19/2024	SAFETY SUPPLIES 4336	414.45
SSI 240683	63440		282.45
SSI 240690	62982		24.00
SSI 240695	62982		108.00
116480	07/19/2024	SALISBURY SUPPLY COMPANY INC 4352	1,222.19
363387	63035		128.70
363539	63439		46.70
363546	63439		219.32
363548	63035		51.03
363563	63439		467.19
363564	63439		57.40
363576	63439		38.34
363752	63439		107.44
364111	63439		53.75
364123	63439		52.32
116481	07/19/2024	SAMCO INC 4355	5,107.89
2401338	63810		843.50
2401376	63810		1,530.00
2401499	63810		540.55
2401437	63810		707.75
2401622	63810		261.44
2401628	63442		279.50
2401140	63810		945.15
116482	07/19/2024	TOPEKA ELECTRIC MOTOR REPAIR 5025	1,743.02
54925	63447		1,743.02
116483	07/19/2024	UNIVAR SOLUTIONS USA INC 8443	6,659.23
52202279	63388		6,659.23
116484	07/19/2024	VALEO BEHAVIORAL HEALTH CARE 5187	156,288.63
63713 QTR 2 202	63713		1,325.63
SADQ224	63663		154,963.00
116485	07/19/2024	ALFRED BENESCH & COMPANY 12193	56,601.45
282665	60843		32,984.95
285642	60843		23,616.50
116486	07/19/2024	ADVISORS EXCEL LLC 13696	107,916.81
65438 CONTRAC	65438		107,916.81
116487	07/19/2024	BRIDGING THE GAP INTERPRETING 13698	1,760.63
INV 3641	65440		1,760.63
116488	07/19/2024	ICC GENERAL CODE INC 12737	119.75

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
GCI0014488	64023		119.75
116489	07/19/2024	PREVENTION AND RESILIENCY 4525	<b>36,820.67</b>
Q2 2024	63662		7,038.20
Q2PREVENTION	63748		29,782.47
116490	07/19/2024	STAR SERVICES PROPERTY 13027	<b>622.50</b>
2578	64839		622.50
116491	07/19/2024	TFM COMM INC 4914	<b>86.02</b>
234059	63446		86.02
116492	07/19/2024	TOPEKA AUTO GLASS LLC 13226	<b>442.10</b>
13437	63303		55.00
13370	63303		387.10
116493	07/26/2024	COOK & ASSOCIATES LLC 10126	<b>15,833.33</b>
51825 2024	CONTRACT		15,833.33
116494	07/26/2024	STATE OF KANSAS 2732	<b>433.05</b>
00000021124072		Child Support - Amt	433.05
116495	07/26/2024	STATE OF KANSAS 2732	<b>323.08</b>
00000022224072		Child Support - Amt	323.08
116496	07/26/2024	STATE OF KANSAS 2732	<b>277.38</b>
00000034024072		Child Support - Amt	277.38
116497	07/26/2024	STATE OF KANSAS 2732	<b>183.29</b>
00000034824072		Child Support - Amt	183.29
116498	07/26/2024	STATE OF KANSAS 2732	<b>266.31</b>
00000063324072		Child Support - Amt	266.31
116499	07/26/2024	STATE OF KANSAS 2732	<b>209.08</b>
00000075424072		Child Support - Amt	209.08
116500	07/26/2024	STATE OF KANSAS 2732	<b>263.15</b>
00000077924072		Child Support - Amt	263.15
116501	07/26/2024	STATE OF KANSAS 2732	<b>276.92</b>
00000085324072		Child Support - Amt	276.92
116502	07/26/2024	STATE OF KANSAS 2732	<b>346.15</b>
00000093624072		Child Support - Amt	346.15
116503	07/26/2024	STATE OF KANSAS 2732	<b>345.23</b>
00000097324072		Child Support - Amt	345.23
116504	07/26/2024	STATE OF KANSAS 2732	<b>273.46</b>
00000107224072		Child Support - Amt	273.46
116505	07/26/2024	STATE OF KANSAS 2732	<b>109.62</b>
00000112424072		Child Support - Amt	109.62
116506	07/26/2024	STATE OF KANSAS 2732	<b>115.38</b>
00000215424072		Child Support - Amt	115.38
116507	07/26/2024	STATE OF KANSAS 2732	<b>487.85</b>
00000224424072		Child Support - Amt	487.85
116508	07/26/2024	STATE OF KANSAS 2732	<b>306.00</b>
00000225024072		Child Support - Amt	306.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116509 00000225924072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	412.74 <b>412.74</b>
116510 00000226224072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	424.15 <b>424.15</b>
116511 00000241324072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	177.69 <b>177.69</b>
116512 00000247424072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	574.20 <b>574.20</b>
116513 00000247824072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	600.00 <b>600.00</b>
116514 00000251524072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	194.77 <b>194.77</b>
116515 00000270524072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	997.38 <b>997.38</b>
116516 00000285524072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	193.38 <b>193.38</b>
116517 00000299624072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	92.77 <b>92.77</b>
116518 00000325524072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	530.77 <b>530.77</b>
116519 00000347124072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	145.38 <b>145.38</b>
116520 00000347224072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	96.92 <b>96.92</b>
116521 00000347724072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	24.92 <b>24.92</b>
116522 00000348824072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	91.85 <b>91.85</b>
116523 00000349224072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	100.15 <b>100.15</b>
116524 00000350024072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	153.69 <b>153.69</b>
116525 00000350024072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	287.08 <b>287.08</b>
116526 00000352024072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	199.85 <b>199.85</b>
116527 00000353224072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	16.15 <b>16.15</b>
116528 00000355724072	07/26/2024	STATE OF KANSAS Child Support - Amt 2732	538.62 <b>538.62</b>
116529	07/26/2024	STATE OF KANSAS 2732	<b>92.31</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00000356224072		Child Support - Amt	92.31
116530	07/26/2024	STATE OF KANSAS 2732	<b>131.58</b>
00000362924072		Child Support - Amt	131.58
116531	07/26/2024	STATE OF KANSAS 2732	<b>136.15</b>
00000366224072		Child Support - Amt	136.15
116532	07/26/2024	STATE OF KANSAS 2732	<b>69.23</b>
00000366224072		Child Support - Amt	69.23
116533	07/26/2024	STATE OF KANSAS 2732	<b>54.46</b>
00000370124072		Child Support - Amt	54.46
116534	07/26/2024	STATE OF KANSAS 2732	<b>11.54</b>
00000372824072		Child Support - Amt	11.54
116535	07/26/2024	STATE OF KANSAS 2732	<b>369.23</b>
00000376124072		Child Support - Amt	369.23
116536	07/26/2024	STATE OF KANSAS 2732	<b>677.56</b>
00000381824072		Child Support - Amt	677.56
116537	07/26/2024	BETTIS ASPHALT & CONSTRUCTION 470	<b>431,181.86</b>
2405 099	62822		175,094.10
65195 1	65195		251,969.40
9501004	63199		4,118.36
116538	07/26/2024	CTCR INC 1194	<b>7,740.40</b>
00002504	63784		262.80
00002505	63404		223.20
00002506	63404		1,190.00
00002507	63404		683.10
00002508	63404		1,587.80
00002509	63404		1,095.00
00002510	63404		679.00
00002511	63404		710.40
00002512	63404		715.50
00002513	63041		422.50
00002514	63041		34.60
00002515	63041		136.50
116539	07/26/2024	DAPRATO CONSTRUCTION 12961	<b>14,050.00</b>
65051 SW 27TH	65051		14,050.00
116540	07/26/2024	FERGUSON ENTERPRISES INC 1639	<b>572.00</b>
0753358	64474		572.00
116541	07/26/2024	GREENCARE CONSTRUCTION INC 13517	<b>29,197.62</b>
64641 3500 SW 3	64641		4,419.38
64980 191 NW H,	64980		675.00
65121 1600 WAN	65121		3,106.00
65320 2520 SW 5	65320		7,086.00
944	65516		9,624.99
65467 2017 SW V	65467		4,286.25
116542	07/26/2024	A 1 LOCK & KEY LLC 13	<b>1,328.50</b>
110914	62956		1,137.60
110570	63162		5.06
110243	63362		25.72
110482	63362		160.12
116543	07/26/2024	A-1 RENTAL INC 20	<b>515.00</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
80946	63201		95.00
80945	63140		210.00
79905	63140		210.00
116544	07/26/2024	AFFINITY CHEMICAL LLC 11339	<b>6,548.28</b>
25107666	65221		6,548.28
116545	07/26/2024	BARTLETT & WEST ENGINEERS 391	<b>535,624.17</b>
730097968	50839		2,750.00
730097972	42207		5,643.00
730098012	63962		2,206.47
730098013	54896		38,100.00
730098014	57214		164,051.61
730098163	51677		36,746.37
730098208	46657		786.50
730098209	62652		273,907.33
730097924	55203		11,432.89
116546	07/26/2024	BLUE CROSS BLUE SHIELD INC 528	<b>120,415.31</b>
W/E 07/23/2024	63512		120,415.31
116547	07/26/2024	BORDER STATES INDUSTRIES INC 10997	<b>1,235.47</b>
928628089	62961		673.72
928635845	62961		128.64
928636155	62961		2.69
928636244	63425		354.55
928636260	63425		75.87
116548	07/26/2024	BPB HOLDING CORP 12379	<b>688.35</b>
P74027895	65034		688.35
116549	07/26/2024	CABLE DAHMER AUTOMOTIVE LLC 12619	<b>193.38</b>
73557	63192		193.38
116550	07/26/2024	CBK INC 1023	<b>59.19</b>
2024 06 30 LC58	63615		54.94
2024 06 30 LC58	63615		4.25
116551	07/26/2024	CBS DOOR & HARDWARE LLC 11696	<b>1,134.00</b>
724952	64486		1,134.00
116552	07/26/2024	CDW LLC 10026	<b>111.52</b>
SD49769	65343		111.52
116553	07/26/2024	CLUB CAR WASH OPERATING LLC 12896	<b>1,950.00</b>
INV6927	63785		1,950.00
116554	07/26/2024	COMMUNITIES IN SCHOOLS OF 12400	<b>16,548.12</b>
SW0724	63574		16,548.12
116555	07/26/2024	CONCRETE SUPPLY OF TOPEKA 1066	<b>820.00</b>
590029	63405		820.00
116556	07/26/2024	CONRAD FIRE EQUIPMENT 1073	<b>3,019.13</b>
576526	63235		436.60
576493	63235		2,582.53
116557	07/26/2024	CONTINENTAL BATTERY COMPANY 11989	<b>105.44</b>
25826240701134	63236		105.44
116558	07/26/2024	CONTINUANT INC 11415	<b>1,173.66</b>
INV 2024 22262	62170		75.00
INV 2024 22271	62170		1,098.66

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
116559 INV847631	07/26/2024 63672	DENALI WATER SOLUTIONS LLC	12429	<b>28,400.31</b>
			28,400.31	
116560 4073	07/26/2024 60882	DRIGGS DESIGN GROUP PA	13068	<b>1,980.00</b>
			1,980.00	
116561 DK SINVP104691	07/26/2024 63409	DURKIN EQUIPMENT CO	1451	<b>4,328.98</b>
			4,328.98	
116562 2 6621973	07/26/2024 63258	ELLIOTT AUTO SUPPLY COMPANY	5676	<b>99.28</b>
			99.28	
116563 CO2387227	07/26/2024 63390	ETHANOL PRODUCTS LLC	9576	<b>2,038.30</b>
			2,038.30	
116564 906535742 906540536	07/26/2024 63703 63703	EWT HOLDING III CORP	9747	<b>19,035.37</b>
			16,785.37	
			2,250.00	
116565 3990043- 07.24 3990043- 07.24D 3990043- 07.24G 3990043- 07.24I 3990043- 07.24J 3990043- 07.24P 3990043- 07.24T	07/26/2024	EXELON CORPORATION Chall Common 201 N TOPEKA - FORESTRY 1115 NE POPLAR ST 1901 SW WESTERN 620 SE MADISON 320 S KANSAS AVE 3245 NW WATER WORKS DR	8898	<b>3,750.34</b>
			379.42	
			39.65	
			2,653.49	
			17.87	
			596.19	
			39.65	
			24.07	
116566 63664 2	07/26/2024 63664	FAMILY SERVICE AND GUIDANCE	12944	<b>29,503.09</b>
			29,503.09	
116567 65328 2245 SW E 65355 6046 SW E	07/26/2024 65328 65355	FIT EXCAVATING INC	3126	<b>12,412.00</b>
			2,764.00	
			9,648.00	
116568 SS340026897 SS240032313	07/26/2024 64859 63265	FOLEY EQUIPMENT COMPANY	9605	<b>6,816.16</b>
			3,593.55	
			3,222.61	
116569 T23628 01	07/26/2024 63021	FOLEY SUPPLY INC	11340	<b>1,321.58</b>
			1,321.58	
116570 FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150; FOTZ240726150;	07/26/2024	FRIENDS OF THE TOPEKA ZOO Friends of the Topeka Zoo Pass Friends of the Topeka Zoo Pass	1794	<b>1,159.86</b>
			164.20	
			234.77	
			42.68	
			68.00	
			49.85	
			8.84	
			51.69	
			54.19	
			379.30	
			106.34	
116571 028384269	07/26/2024 64622	GALLS PARENT HOLDINGS LLC	11211	<b>108.44</b>
			108.44	
116572 LQ02324904	07/26/2024 63142	GFL ENVIRONMENTAL SERVICES	11936	<b>131.95</b>
			131.95	
116573 202406	07/26/2024 63369	GSC ENTERPRISES INC	12609	<b>26.00</b>
			26.00	

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
116574 270629	07/26/2024 64520	HARDY DIAGNOSTICS	13410	<b>334.84</b>
			334.84	
116575 50485 2024	07/26/2024 CONTRACT	HELPING HANDS HUMANE SOCIETY	2183	<b>29,292.42</b>
			29,292.42	
116576 2386 2389	07/26/2024 64669 64669	HENRY OUTDOOR POWER LLC	8004	<b>100.00</b>
			50.00	
			50.00	
116577 18740594	07/26/2024 63321	HERITAGE-CRYSTAL CLEAN INC	9426	<b>346.48</b>
			346.48	
116578 2357	07/26/2024 65495	HERNLY ENVIRONMENTAL INC	9487	<b>450.00</b>
			450.00	
116579 1866	07/26/2024 64000	INSIGHT PUBLIC SAFETY AND	11149	<b>2,750.00</b>
			2,750.00	
116580 2400 2	07/26/2024 62833	KANSAS HEAVY CONSTRUCTION LLC	9260	<b>681,347.48</b>
			681,347.48	
116581 4060500	07/26/2024 63607	KANSAS ONE CALL SYSTEM INC	2728	<b>2,758.80</b>
			2,758.80	
116582 3065759 3065760 3065761 3065763	07/26/2024 64426 64848 65448 64943	KANSAS PERSONNEL SERVICES INC	2849	<b>4,822.06</b>
			2,508.95	
			1,167.60	
			533.99	
			611.52	
116583 SN064465	07/26/2024 65456	KANSAS SECURED TITLE	2747	<b>150.00</b>
			150.00	
116584 24459	07/26/2024 63325	KANSASLAND TIRE INC OF HAYS KS	13228	<b>264.84</b>
			264.84	
116585 8101017	07/26/2024 63427	KBC INC	10809	<b>13.52</b>
			13.52	
116586 24 0650 24 0541 24 0646 24 0647 24 0651 24 0652 24 0653 24 0654	07/26/2024 60834 60872 60828 60828 60872 60872 60872 60872 60834	KBS CONSTRUCTORS INC	2645	<b>999,414.74</b>
			92,720.46	
			28,613.00	
			16,552.17	
			452,653.83	
			78,352.87	
			311,647.73	
			14,492.90	
			4,381.78	
116587 6878 6864	07/26/2024 65061 65061	L&J BUILDING MAINTENANCE	13636	<b>2,947.50</b>
			820.00	
			2,127.50	
116588 61412 10	07/26/2024 61412	LANDMARK STRUCTURES I LP	12424	<b>121,644.00</b>
			121,644.00	
116589 11328429 11342034	07/26/2024 63644 63429	LANGUAGE LINE SERVICES INC	2967	<b>1,061.23</b>
			158.80	
			902.43	
116590	07/26/2024	LBS ENTERPRISES LLC	13663	<b>24,910.00</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2024 178	65238		24,910.00
116591	07/26/2024	LEAGUE OF KANSAS 3010	<b>500.00</b>
200013539	65529		250.00
200013708	65547		250.00
116592	07/26/2024	LEATHAM FAMILY LLC 4849	<b>155.00</b>
0497504	64558		155.00
116593	07/26/2024	LINEAGE MAILING SERVICES LLC 9223	<b>1,108.79</b>
213161	64028		1,108.79
116594	07/26/2024	MATHESON TRI-GAS INC 7179	<b>964.69</b>
52361990	63340		343.55
52361991	63340		103.75
52361992	63340		103.75
52361995	63433		72.09
52361996	63433		341.55
116595	07/26/2024	MERI-CRETE LLC 12044	<b>15,028.00</b>
65329 400 SE 10'	65329		15,028.00
116596	07/26/2024	MIDLAND CARE CONNECTION INC 11004	<b>5,812.50</b>
MCC0724	63532		5,812.50
116597	07/26/2024	MINNESOTA ELEVATOR INC 7834	<b>4,978.55</b>
1079639	63728		4,978.55
116598	07/26/2024	MISSOURI DOOR CO INC 3747	<b>1,437.14</b>
53129	63675		677.14
54314	63499		305.00
54390	63499		455.00
116599	07/26/2024	NATIONAL BACKGROUND 9744	<b>1,059.00</b>
97598	63952		1,059.00
116600	07/26/2024	NEENAN COMPANY 3649	<b>46.03</b>
S3119772 001	63028		46.03
116601	07/26/2024	ONE GAS INC 2707	<b>601.43</b>
4144747382-7.24		2700 SW FAIRLAWN	147.52
4144752045-7.24		5963 SW 10TH	43.86
5162940345-7.24		6305 SW 9TH ST	92.04
9144748418-7.24		2816 SW 29TH	43.86
0160108282-7.24		2101 SW URISH	141.83
2144748782-7.24		2010 SW 37TH	132.32
116602	07/26/2024	OZARK KENWORTH INC 3375	<b>39.53</b>
T0029560018904	63471		39.53
116603	07/26/2024	POMPS TIRE SERVICE INC 10675	<b>815.04</b>
1150102490	63294		815.04
116604	07/26/2024	PREMIER FARM & HOME LLC 4002	<b>479.69</b>
348384	63295		284.84
348385	63295		194.85
116605	07/26/2024	PROFESSIONAL ENGINEERING 4018	<b>29,995.00</b>
532361	61859		29,500.00
532444	65171		495.00
116606	07/26/2024	RIGS LLC 13159	<b>7,810.00</b>
0345	65296		2,000.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0340	65296		5,560.00
0341	65296		250.00
116607	07/26/2024	ROBERT ARMSTRONG 255	<b>1,500.00</b>
6015	64759		1,500.00
116608	07/26/2024	RUSH TRUCK CENTERS 12611	<b>179.46</b>
3037819992	63297		179.46
116609	07/26/2024	SELERIX SYSTEMS INC 11431	<b>1,863.00</b>
INV14168	64032		1,863.00
116610	07/26/2024	SHAWNEE F LLC 11043	<b>46,314.00</b>
31503	64617		46,314.00
116611	07/26/2024	SOUTHWEST JANITORIAL 12258	<b>18,759.00</b>
27628	63838		492.00
27629	63838		848.00
27630	63838		371.00
27631	63838		1,939.80
27632	63838		4,642.80
27633	63584		969.60
27634	63838		2,862.00
27635	63838		1,007.00
27636	63838		3,418.50
27637	63838		560.00
27638	63838		424.00
27639	63838		482.30
27640	63838		742.00
116612	07/26/2024	SPENCER & COMPANY 2321	<b>1,114.89</b>
S 2 9638	63553		200.85
S 63529	63322		914.04
116613	07/26/2024	STAPLES CONTRACT N COMMERCIAL 4725	<b>2,547.43</b>
3563904276	64677		204.94
3563957803	64731		46.63
3564017687	64740		100.50
3564017688	64742		521.21
6005638353	65318		14.25
6005638354	65377		769.93
6005638355	65372		87.69
6005638356	65377		5.20
6006299738	65427		247.41
6006198179	65385		73.81
6006247769	65413		43.87
6006299737	65318		45.94
6006299739	65416		125.70
3564017689	64744		137.26
3563499208	64634		38.96
3563558272	64647		29.74
3563558273	64647		14.05
3563849380	64660		40.34
116614	07/26/2024	SUNFLOWER DESIGN LLC 11469	<b>3,717.15</b>
SD 23 212 6 FIN/	60668		3,717.15
116615	07/26/2024	SURDEX A BOWMAN COMPANY 11171	<b>1,938.50</b>
6160	65110		1,938.50
116616	07/26/2024	TILLMAN ROAD INSPECTIONS LLC 12017	<b>5,054.88</b>
63994 JUNE 2024	63994		3,770.84
63546 JUNE 2024	63546		1,284.04

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116617 17888	07/26/2024 65424	TOM OWENS PLUMBING INC 5006	235.00 <b>235.00</b>
116618 2012227 2012235 2012236	07/26/2024 64986 64986 64986	TORGESON TRENCHING SERVICE 5062	1,000.00 6,803.50 704.00 <b>8,507.50</b>
116619 63481 14	07/26/2024 63481	TSQUARED LAWN CARE 12761	990.00 <b>990.00</b>
116620 3136453 3136971 3137004 3137010	07/26/2024 63389 65211 65211 65211	U S LIME COMPANY - ST CLAIR 5117	6,935.94 7,665.02 7,808.15 7,302.63 <b>29,711.74</b>
116621 PCARD07222024	07/26/2024	UMB BANK NA 5127	30,773.44 <b>30,773.44</b>
116622 1910058512 1910058513 1910058514 1910058515 1910058516 1910058517 1910058518 1910058519 1910058871	07/26/2024 63348 63491 63491 63491 63348 63348 63504 63504 63504	UNIFIRST CORPORATION 5134	15.16 1.88 4.64 4.86 24.93 8.52 31.25 12.81 46.85 <b>150.90</b>
116623 1106 1107	07/26/2024 65070 65111	UNITED ENGINEERING GROUP 13273	2,265.00 5,095.00 <b>7,360.00</b>
116624 668826	07/26/2024 63583	USIC HOLDINGS INC 12300	38,018.83 <b>38,018.83</b>
116625 518034	07/26/2024 63586	VANDERBILT'S NO 6 5199	34.99 <b>34.99</b>
116626 2801475750 2801475399 2801475690 2801475691 2801475692 2801475675 2801475676 2801475680 2801475689	07/26/2024 63877 63337 63877 63877 63877 63264 63337 63337 63877	VESTIS GROUP INC 9589	62.85 28.41 64.77 46.30 8.99 150.31 30.57 20.46 149.84 <b>562.50</b>
116627 850383487	07/26/2024 64083	WEST PUBLISHING CORPORATION 4972	1,289.59 <b>1,289.59</b>
116628 63730 JUNE	07/26/2024 63730	WHITNEY B DAMRON PA 5418	1,035.71 <b>1,035.71</b>
116629 40053361	07/26/2024 64469	WSP USA INC 10927	3,566.79 <b>3,566.79</b>
116630 13196	07/26/2024 64360	YARDCRAFTERS LLC 13035	540.00 <b>2,047.30</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
13197	64316		548.75
13234	64316		328.55
13276	64360		630.00
116631	07/26/2024	MHC SOFTWARE HOLDINGS INC 12960	27,615.00
INVMH6660	65546		
116632	07/26/2024	ACE ELECTRIC JONES COMPANY INC 35	630.00
9834	63837		
116633	07/26/2024	BERRY COMPANIES INC 5408	40.00
06259118	63188		
116634	07/26/2024	CAPITAL BELT & SUPPLY INC 776	540.89
144441	62962		292.80
144639	62962		134.80
144681	62962		62.88
144710	63399		18.30
144715	63399		32.11
116635	07/26/2024	CAPITAL CITY OIL CO INC 778	40,312.47
1147393	63043		1,893.78
1797970 TP	63043		1,994.63
1807949 TP	63312		2,673.00
1821702 TP	63312		4,053.05
JT0066	63043		1,969.40
40080298	63308		25,546.05
JS0911	63308		716.04
JT0051	63043		1,466.52
116636	07/26/2024	COGENT INC 3018	21,011.43
5595324	63875		1,461.10
5596687	63875		19,550.33
116637	07/26/2024	CORE & MAIN LP 2146	21,078.64
V101880	62613		-179.30
V151214	64056		561.12
V185687	63882		11,686.56
V185688	64055		4,305.18
V185689	64056		3,939.48
V203191	63882		765.60
116638	07/26/2024	FASTENAL COMPANY 1619	101.48
KSTOP321608	63143		99.46
KSTOP321996	63259		2.02
116639	07/26/2024	GRACEMED HEALTH CLINIC INC 13284	5,128.00
GM0724	63655		
116640	07/26/2024	GRAINGER 1964	710.26
9170982350	65404		
116641	07/26/2024	HD SUPPLY INC 12991	38.30
INV00413431	63449		
116642	07/26/2024	IBT INC 2377	316.36
8422397	63023		
116643	07/26/2024	JOHNSON CONTROLS US HOLDINGS 12157	4,416.67
41744544	63637		
116644	07/26/2024	KANSAS SAND & CONCRETE INC 2744	3,687.25
90549982	63428		857.50

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
90549678	63428		2,829.75
116645	07/26/2024	KEY EQUIPMENT & SUPPLY CO 2847	5,738.26
KC213425	63474		5,738.26
116646	07/26/2024	OLDCASTLE PRECAST INC 3739	302.40
120057519	63029		302.40
116647	07/26/2024	SALISBURY SUPPLY COMPANY INC 4352	866.44
364693	63439		191.70
364285	63035		37.84
364304	63035		92.16
364473	63035		83.80
364673	63035		422.66
364683	63439		38.28
116648	07/26/2024	SAMCO INC 4355	52,657.92
2401502	63810		344.75
2401606	63679		507.90
2401635	63679		7,120.03
2401653	63810		165.31
2401672	63810		1,716.76
2401688	63442		2,113.00
2401715	63810		488.38
2401730	63810		109.50
2401764	63810		1,309.90
2401780	63680		2,073.50
2401792	63442		11,252.65
2401797	63442		182.50
2401956	63680		322.20
35193164	64661		23,722.00
2401869	63810		753.00
2401872	63810		177.04
2401928	63680		299.50
116649	07/26/2024	TRADEPOST ENTERTAINMENT 12725	1,809.50
20106	65435		1,809.50
116650	07/26/2024	CITY OF TOPEKA FRIENDSHIP FUND 948	574.25
FR102407261507		Friendship Fund	184.00
FR102407261507		Friendship Fund	73.50
FR102407261507		Friendship Fund	27.00
FR102407261507		Friendship Fund	8.00
FR102407261507		Friendship Fund	17.00
FR102407261507		Friendship Fund	18.00
FR102407261507		Friendship Fund	39.50
FR102407261507		Friendship Fund	43.75
FR102407261507		Friendship Fund	131.50
FR102407261507		Friendship Fund	32.00
116651	07/26/2024	COLONIAL LIFE & ACCIDENT 8789	8,491.78
ADJ COOK ACC	PAYROLL		4.84
ADJ HOLMES AC	PAYROLL		12.32
ADJ HOLMES AC	PAYROLL		12.32
7/12/24 PAYROLL	PAYROLL		4,241.04
7/26/24 PAYROLL	PAYROLL		4,213.79
ADJ ADAMS ACC	PAYROLL		7.47
116652	07/26/2024	COLONIAL LIFE & ACCIDENT 8789	9,946.48
7/12/24 PAYROLL	PAYROLL		4,953.54
7/26/24 PAYROLL	PAYROLL		4,953.54
ADJ HOLMES CA	PAYROLL		19.70
ADJ HOLMES CA	PAYROLL		19.70

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
116653	07/26/2024	COLONIAL LIFE & ACCIDENT 8789	<b>3,657.18</b>
7/12/24 PAYROLL	PAYROLL		1,806.19
7/26/24 PAYROLL	PAYROLL		1,806.19
ADJ HOLMES CF	PAYROLL		22.40
ADJ HOLMES CF	PAYROLL		22.40
116654	07/26/2024	COLONIAL LIFE & ACCIDENT 8789	<b>11,372.80</b>
ADJ COOK DIS 7	PAYROLL		16.80
7/26/24 PAYROLL	PAYROLL		5,609.32
ADJ ADAMS DIS	PAYROLL		7.28
7/12/24 PAYROLL	PAYROLL		5,633.40
ADJ HOLMES DI:	PAYROLL		53.00
ADJ HOLMES DI:	PAYROLL		53.00
116655	07/26/2024	DVM INSURANCE AGENCY 12262	<b>1,743.52</b>
7/12/24 PAYROLL	PAYROLL		871.76
7/26/24 PAYROLL	PAYROLL		871.76
116656	07/26/2024	INTERNATIONAL ASSOCIATION OF 2424	<b>9,539.01</b>
7/26/24 ADMIN F	PAYROLL		-17.46
UNI12407261507		Union Dues - IAFF	9,556.47
116657	07/26/2024	KANSAS ASSOCIATION OF PUBLIC 2630	<b>792.79</b>
UNK1240726150		Union Dues - KAPE	26.83
UNK1240726150		Union Dues - KAPE	76.30
UNK1240726150		Union Dues - KAPE	40.57
UNK1240726150		Union Dues - KAPE	83.32
UNK1240726150		Union Dues - KAPE	96.34
UNK1240726150		Union Dues - KAPE	56.51
UNK1240726150		Union Dues - KAPE	337.77
UNK1240726150		Union Dues - KAPE	75.15
116658	07/26/2024	SURENCY LIFE & HEALTH 10654	<b>10,418.34</b>
4000612202407	63602		31.84
7/12/24 PAYROLL	PAYROLL		5,187.28
7/26/24 PAYROLL	PAYROLL		5,187.28
ADJ-ANDERSON	PAYROLL		3.98
ADJ-ANDERSON	PAYROLL		3.98
ADJ-ANDERSON	PAYROLL		3.98
116659	07/26/2024	UNITED WAY OF KAW VALLEY INC 5157	<b>127.00</b>
UW10240726150		United Way	37.00
UW10240726150		United Way	5.00
UW10240726150		United Way	1.00
UW10240726150		United Way	5.00
UW10240726150		United Way	5.00
UW10240726150		United Way	2.00
UW10240726150		United Way	72.00
116660	07/26/2024	ALFRED BENESCH & COMPANY 12193	<b>4,608.00</b>
286816	62591		4,608.00
116661	07/26/2024	DOXIM UTILITEC LLC 11892	<b>13,135.16</b>
INV025634	63391		13,135.16
116662	07/26/2024	HALLEY COUNSELING SERVICES 13303	<b>2,370.00</b>
5191	64765		1,045.00
5223	64765		1,325.00
116663	07/26/2024	NORTH TOPEKA ARTS DISTRICT INC 12909	<b>25,000.00</b>
51593 2 2024	CONTRACT		25,000.00
116664	07/26/2024	SAFETY CONSULTING INC 4335	<b>2,571.50</b>
2406111	63706		1,529.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2406112	63588		278.00
2406113	63588		486.50
2406114	63441		278.00
116665	07/26/2024	STAR SERVICES PROPERTY 13027	<b>4,000.00</b>
2582	64441		2,000.00
2583	64441		2,000.00
116666	07/26/2024	BENNETT, LILLIAN B 13436	<b>603.80</b>
PTR23 BENNETT	PTR23		603.80
116667	07/26/2024	EMCON INC 1523	<b>346,394.27</b>
63482 5	63482		346,394.27
116668	07/26/2024	TAZCO INC 4885	<b>3,460.00</b>
65381 2208 SW P	65381		3,460.00
115981	06/28/2024	MELINDA STEWART Due to timing of reports this item was removed	190.12
from list due to void.			
<b>Total for Electronic Payments</b>			<del>44,309,948.45</del>
New elec total			11,309,108.27
<b>Need to Define MNL</b>			
1995	07/05/2024	DEPT OF TREASURY 9805	<b>539,498.54</b>
PAYROLL 06/28/24	PAYROLL		539,498.54
1996	07/05/2024	KANSAS DEPT OF REVENUE 9806	<b>137,010.65</b>
PAYROLL 06/28/24	PAYROLL		137,010.65
1997	07/05/2024	KPERS 9818	<b>757,329.51</b>
PAYROLL-OP LIF	PAYROLL		7,408.87
PAYROLL-KP&F	PAYROLL		532,068.05
PAYROLL-KPERS	PAYROLL		217,852.59
1998	07/12/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	<b>7,463.51</b>
W/E 06/28/2024	ACH DEBT		4,084.75
W/E 07/05/2024	ACH DEBT		3,378.76
1999	07/12/2024	GREAT WEST LIFE & ANNUITY 9755	<b>111,394.18</b>
1200292837	PAYROLL		111,394.18
2000	07/12/2024	US BANK INC 5174	<b>84,496.28</b>
CC FEE APR 202	ACH DEBT		28,148.01
CC FEE JUN 202	ACH DEBT		28,048.78
CC FEE MAY 202	ACH DEBT		28,299.49
2001	07/12/2024	CORVEL HEALTHCARE CORPORATION 8818	<b>29,392.72</b>
W/E 06/28/2024	ACH DEBT		15,010.16
W/E 07/05/2024	ACH DEBT		14,382.56
2002	07/12/2024	KPERS 9818	<b>2,414.29</b>
KP&F-ADJ REDD	PAYROLL		2,414.29
2003	07/19/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	<b>4,554.41</b>
W/E 07/12/2024	ACH DEBT		4,554.41
2004	07/19/2024	GREAT WEST LIFE & ANNUITY 9755	<b>153,766.78</b>
1204829380	PAYROLL		152,882.16
1204836398	PAYROLL		884.62
2005	07/19/2024	TRANSFIRST HOLDINGS INC 9923	<b>10,995.73</b>
CC FEE JUN 202	ACH DEBT		3,486.95
CC FEE MAY 202	ACH DEBT		3,775.91
CC FEE APR 202	ACH DEBT		3,732.87
2006	07/19/2024	CORVEL HEALTHCARE CORPORATION 8818	<b>19,884.16</b>
W/E 07/12/2024	ACH DEBT		19,884.16

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2007 PAYROLL 07/12/24	07/19/2024 PAYROLL	DEPT OF TREASURY 9805	568,599.05 <b>568,599.05</b>
2008 PAYROLL 07/12/24	07/19/2024 PAYROLL	KANSAS DEPT OF REVENUE 9806	140,439.62 <b>140,439.62</b>
2009 PAYROLL KP&F- PAYROLL KPERS	07/19/2024 PAYROLL PAYROLL	KPERS 9818	521,611.05 218,385.77 <b>739,996.82</b>
2010 PAYROLL 4/23/24	07/19/2024 PAYROLL	STATE OF MISSOURI 13297	34.50 <b>34.50</b>
2011 4197 HRAH T83C SALESTAXWATER	07/26/2024	STATE OF KANSAS 2691	73,383.27 <b>73,383.27</b>
2012 W/E 07/19/2024	07/26/2024 ACH DEBT	CORVEL HEALTHCARE CORPORATION 8818	13,882.42 <b>13,882.42</b>
2013 PAYROLL 06/14/24	07/26/2024 PAYROLL	DEPT OF TREASURY 9805	524,249.67 <b>524,249.67</b>
2014 PAYROLL 06/14/24	07/26/2024 PAYROLL	KANSAS DEPT OF REVENUE 9806	133,716.48 <b>133,716.48</b>
2015 PAYROLL-KPERS PAYROLL-KP&F	07/26/2024 PAYROLL PAYROLL	KPERS 9818	218,129.48 522,526.86 <b>740,656.34</b>
2016 PAYROLL 7/18/24	07/26/2024 PAYROLL	STATE OF MISSOURI 13297	21.50 <b>21.50</b>
2017 PAYROLL Q2 2024	07/26/2024 PAYROLL	STATE OF MISSOURI 13326	80.12 <b>80.12</b>
<b>Total for Need to Define MNL</b>			<b>4,793,260.55</b>
<b>Need to Define PPD</b>			
10192 EE 45453 4497	07/05/2024 65340	BENTLER, JOHN 11369	512.00 <b>512.00</b>
10193 45379.7482	07/05/2024	CAVINESS, CASSANDRA RENEE EE-SAFETY BOOTS (FOP) 10227	99.99 <b>99.99</b>
10194 45419.6615	07/05/2024	JEFFERSON, NICHOLAS H WASHINGTON DC 4/17-23/2024 12036	895.39 <b>895.39</b>
10195 45471.3834	07/05/2024	LOVE, ANDREW GARDEN CITY KS 6/16-22/2024 13266	669.87 <b>669.87</b>
10196 45475.4979	07/05/2024	NIENSTEDT, RICHARD U EE-MILEAGE 06/04-24/24 13117	501.83 <b>501.83</b>
10197 45461.3712	07/05/2024	SCHLEUDER, JEFFREY R EE-SAFETY BOOTS (FOP) 4395	150.00 <b>150.00</b>
10198 45365.8234	07/05/2024	WEISHAAR, KYLE JAMES EE-SAFETY BOOTS (FOP) 10222	150.00 <b>150.00</b>
10199 45435.4682	07/05/2024	WILCOX, ATTICUS RCN-WASHINGTON DC 5/12-16/2024 12364	379.20 <b>379.20</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
10200 45482.3604	07/12/2024	ADAMS, EVAN EE-AEMT APPLICATION 7/7/24	13194 159.00	<b>159.00</b>
10201 45429.2464 45476.6567	07/12/2024	KLAMM, JOSHUA D ADV-BENTONVILLE AR 6/24-28/24 RCN-BENTONVILLE AR 6/24-28/24	2884 -129.80 159.30	<b>29.50</b>
10202 45481.6245	07/12/2024	LATHROP, TRAVIS CHAD ADV-SAN DIEGO CA 7/15-19/2024	13283 222.00	<b>222.00</b>
10203 45475.6107	07/12/2024	MARKEY, BRIGID HUTCHINSON KS 5/6-10/2024	12926 249.72	<b>249.72</b>
10204 45482.4667	07/12/2024	PEREZ, ROBERT M RELOCATE CONTRACT 52105 6/2024	13643 953.04	<b>953.04</b>
10205 45301.6544	07/12/2024	VOGUE, THOMAS ADV-SAN DIEGO CA 7/15-19/2024	11302 314.50	<b>314.50</b>
10206 65305 USCIS FEI	07/12/2024 65305	ZEB, JEHAN	11045 2,400.00	<b>2,400.00</b>
10207 45473.5630	07/19/2024	ATCHISON, GARY L EE-SAFETY BOOTS (FOP)	9763 140.00	<b>140.00</b>
10208 45415.4799 45475.5857	07/19/2024	COFFLAND, ADAM ADV-ANAHEIM CA 6/10-14/2024 RCN-ANAHEIM CA 6/10-14/2024	9776 -233.10 503.40	<b>270.30</b>
10209 45482.5662	07/19/2024	HOLTHAUS, CHADWICK J EMMITSBURG MD 6/22-28/24	2293 110.20	<b>110.20</b>
10210 45483.5049	07/19/2024	JEANNERET, TRACY MARIA EE-SAFETY BOOT (FOP)	10145 140.21	<b>140.21</b>
10211 45489.5239 45489.5618	07/19/2024	PADILLA, MICHAEL LAS VEGAS NV 6/17-21/2024 EE-MEAL 7/2/24	11310 973.44 31.09	<b>1,004.53</b>
10212 45481.4098	07/19/2024	STARBUCK, SCOTT R EE-SAFETY GLASSES (AFT)	12015 150.00	<b>150.00</b>
10213 45488.4125	07/26/2024	AKERS, MONTIE D PLFUGERVILLE TX 6/23-28/2024	13704 2,166.17	<b>2,166.17</b>
10214 45495.6321	07/26/2024	CARPENTER, MARCUS B EE-NOZZLE FOWARD CONF 2/29-3/3	13016 250.00	<b>250.00</b>
10215 45489.3729	07/26/2024	MAISBERGER, DANA S CHICAGO IL 6/23-26/2024	7128 981.36	<b>981.36</b>
10216 45492.2377	07/26/2024	HEUSTED, RICHARD C EE-SAFETY BOOTS (FOP)	9465 75.00	<b>75.00</b>
10217 45489.9065	07/26/2024	JANES, CHRISTOPHER ADV-KOKOMO IN 7/29-30/24	10494 94.40	<b>94.40</b>
10218 45496.5770	07/26/2024	KEIL, CHRISTOPHER EE-SAFETY BOOTS (FOP)	2807 150.00	<b>150.00</b>
10219 45485.5114	07/26/2024	MCINTYRE, ERIC EE-AEMT APPLICATION FEE	12843 159.00	<b>159.00</b>

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Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
10220 45495.6456	07/26/2024	STANLEY, AMANDA BOISE ID 7/16-19/2024	12697 90.01
			<b>90.01</b>
10221 45489.4021	07/26/2024	WILLYARD, BRIAN PAUL EE-SAFETY BOOTS (FOP)	13307 150.00
			<b>150.00</b>
<b>Total for Need to Define PPD</b>			<b>13,617.22</b>
<b>Check Payments</b>			
756581	07/05/2024	SENT, INC	13688
			<b>20,100.00</b>
T3	65396		2,100.00
P1	65394		2,200.00
P2	65395		3,100.00
P3	65396		700.00
T2	65395		12,000.00
756582 JUNE 2024	07/05/2024	AT&T MONTHLY PHONE	281 51,465.83
			<b>51,465.83</b>
756583 9787990906	07/05/2024	AT&T 63814	281 16,420.47
			<b>16,420.47</b>
756584 332156043 6/11/2	07/05/2024	AT&T DE	281 192.40
			<b>192.40</b>
756585 1924160904	07/05/2024	AT&T LONG DISTANCE	281 3.26
			<b>3.26</b>
756586 148547694 6/25/2	07/05/2024	AT&T WELNESS UVERSE	281 101.65
			<b>101.65</b>
756587 2318500904	07/05/2024	AT&T 63815	281 1,486.53
			<b>1,486.53</b>
756588 37006317	07/05/2024	BERRY COMPANIES INC 63186	462 1,314.07
			<b>1,314.07</b>
756589 24006256	07/05/2024	BNSF RAILWAY COMPANY INC 65316	537 112.55
			<b>112.55</b>
756590 53206	07/05/2024	COX COMMUNICATIONS INC 65375	10942 40.00
			<b>40.00</b>
756591 59413 8	07/05/2024	CROSSLAND HEAVY CONTRACTORS 59413	10436 215,880.29
			<b>215,880.29</b>
756592 2 6615675 2 6616620 8 875045 8 875125 8 875148 8 874954 8 874805 8 874639 8 874645 8 874663 8 874669 8 874834 8 874860 8 874951	07/05/2024	ELLIOTT AUTO SUPPLY COMPANY 63258 63258 63258 63314 63258 63258 63314 63258 63314 63258 63258 63258 63258 63258 63258 63258 63258 63258 63258 63258 63258 63258	5676 97.36 168.02 50.27 870.00 25.84 233.85 162.18 63.99 78.00 69.84 327.60 149.78 78.26 40.92
			<b>2,415.91</b>
756593 8 542 81898	07/05/2024	FEDEX 63418	1632 267.95
			<b>930.27</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8 829 73551	63418		662.32
756594 380852	07/05/2024 63261	FINLAY AUTOMOTIVE SUPPLY INC 10237	<b>6.32</b> 6.32
756595 INV 2024 01075	07/05/2024 63415	GOLD STANDARD DIAGNOSTICS 12031	<b>196.74</b> 196.74
756596 7103D	07/05/2024 63270	HAYS FIRE AND RESCUE SALES AND 11147	<b>668.12</b> 668.12
756597 65384 M#112554	07/05/2024 65384	INTERNATIONAL CITY/COUNTY 2379	<b>1,200.00</b> 1,200.00
756598 2256903	07/05/2024 63291	JOHN DEERE FINANCIAL FSB 5769	<b>2,847.25</b> 2,847.25
756599 EK9750 1323906 1323236 1324059 1323707	07/05/2024 59146 63289 63289 63289 63289	LAIRD NOLLER FORD INC 2939	<b>65,208.12</b> 64,683.00 96.90 203.58 202.80 21.84
756600 64438 10	07/05/2024 64438	QUIGLEY ENTERPRISES LLC 13392	<b>170.50</b> 170.50
756601 0738033665 0625	07/05/2024 CIRCUITS	SOUTHWESTERN BELL TELEPHONE CO 282	<b>5,366.00</b> 5,366.00
756602 0780773571 0625	07/05/2024 CIRCUITS	SOUTHWESTERN BELL TELEPHONE CO 282	<b>294.86</b> 294.86
756603 CFF EVENT 01 2	07/05/2024 63868	STATE OF KANSAS 2697	<b>60.00</b> 60.00
756604 102187893	07/05/2024 63341	MIDWEST MOTOR SUPPLY CO INC 2854	<b>173.55</b> 173.55
756605 379530	07/05/2024 65348	ANESTHESIA ASSOC OF TOPEKA PA 225	<b>156.16</b> 156.16
756606 0701243006	07/05/2024 63632	ARC PHYSICAL THERAPY PLUS 9956	<b>3,180.00</b> 3,180.00
756607 E307711790 E305100960 E306595710 E306595800 E306595810 E306673990 E306831470 E307197401 E307197411 E307197440 E307274900 E307711780	07/05/2024 65371 65371 65294 65294 65294 65294 65294 65294 65294 65294 65294 65294 65294	COTTON ONEIL CLINIC 1131	<b>1,538.31</b> 10.41 92.77 10.41 90.35 10.41 215.50 90.35 165.40 661.60 90.35 90.35 10.41
756608 60189703400 60189598600 60189601300	07/05/2024 65349 65349 65349	STORMONT VAIL HEALTHCARE 5753	<b>1,196.68</b> 406.80 550.05 239.83

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756610 PTR23SHARONH	07/05/2024 PTR23	HAWKS, SHARON A 13684	650.00 <b>650.00</b>
756611 PTR23 BMYERS	07/05/2024 PTR23	MYERS, BARBARA A 13685	303.49 <b>303.49</b>
756612 00000252024071	07/12/2024	BLITT AND GAINES PC Garnishment - Pct of Net 12381	564.16 <b>564.16</b>
756613 00000080624071	07/12/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 731	413.24 <b>413.24</b>
756614 00000328724071	07/12/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 731	208.99 <b>208.99</b>
756615 00000348824071	07/12/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 731	115.28 <b>115.28</b>
756616 00000348824071	07/12/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 731	115.28 <b>115.28</b>
756617 00000217624071	07/12/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 731	420.36 <b>420.36</b>
756618 00000305824071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	64.61 <b>64.61</b>
756619 00000348524071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	69.23 <b>69.23</b>
756620 00000347924071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	85.39 <b>85.39</b>
756621 00000377124071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	70.62 <b>70.62</b>
756622 00000376924071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	304.62 <b>304.62</b>
756623 00000314324071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	371.54 <b>371.54</b>
756624 00000380424071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	267.69 <b>267.69</b>
756625 00000035024071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	64.61 <b>64.61</b>
756626 00000332024071	07/12/2024	CARL B DAVIS Bankruptcy - Amt 26 PP 12867	507.69 <b>507.69</b>
756627 00000379624071	07/12/2024	WILLIAM GRIFFIN CHAPTER Bankruptcy - Amt 26 PP 5446	189.23 <b>189.23</b>
756628 O7 P7	07/12/2024 65392 65392	BOE, NATHAN 13689	470.00 30.00 <b>500.00</b>
756629 T2	07/12/2024 65398	CANDIDO, OFELIO 13692	300.00 <b>300.00</b>

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756630	07/12/2024	GREGG, JOHN R 13681	1,500.00
T1	65397		1,500.00
756631	07/12/2024	HOLTHAUS, JASON A 13687	500.00
O6	65399		440.00
P6	65399		60.00
756632	07/12/2024	LARICO, JUANA 13690	500.00
P10	65391		75.00
O10	65391		425.00
756633	07/12/2024	MCCLELLAND, EDWARD R 13678	1,000.00
T1	65324		1,000.00
756634	07/12/2024	TARC INC 12872	2,100.00
P1	65393		2,100.00
756635	07/12/2024	TINAJERO, JESUS 13691	530.00
O5	65389		500.00
P5	65389		30.00
756636	07/12/2024	ABSOLUTE TINTING LLC 13238	500.00
8775	63164		250.00
8767	63164		250.00
756637	07/12/2024	AT&T 281	850.34
78535783702758	DE		850.34
756638	07/12/2024	AT&T 281	143.74
322085980 6/19/2	PD UVERSE		143.74
756639	07/12/2024	AUTOZONE STORES LLC 11262	30.99
4473102448	63170		30.99
756640	07/12/2024	BROWNS SUPER SERVICE INC 670	85.00
148799	63349		85.00
756641	07/12/2024	COLLINS, ALLEN F 1025	22,500.00
64160 10TH AND	64160		1,500.00
64160 29TH ST S	64160		4,500.00
64160 BILLARD F	64160		1,500.00
64160 GRAND C	64160		9,000.00
64160 POLK QUI	64160		6,000.00
756642	07/12/2024	CYTEK MEDIA SYSTEMS INC 1227	725.00
192714	64092		725.00
756643	07/12/2024	DEBACKERS INC 1292	3,449.00
185381	65310		3,449.00
756644	07/12/2024	ENVIRONMENTAL PROCESS 10364	5,916.40
03272401	64551		5,916.40
756645	07/12/2024	FINLAY AUTOMOTIVE SUPPLY INC 10237	273.91
381432	63315		142.24
381447	63261		51.42
381902	63261		69.52
382098	63315		10.73
756646	07/12/2024	GERKEN RENT-ALL INC 12720	223.91
155365	63452		4.79
155373 H	63452		78.96
155388	63452		14.99

# COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
155390	63452		8.79
155394	63452		8.79
155518	63452		41.64
155537	63452		38.99
155570	63452		26.96
756647	07/12/2024	GOLD STANDARD DIAGNOSTICS 12031	2,353.04
INV 2024 01279	63415		2,353.04
756648	07/12/2024	HAYS FIRE AND RESCUE SALES AND 11147	3,978.64
7147D	63270		97.18
7144D	63270		385.57
7145D	63320		771.83
7146D	63270		1,198.18
7148D	63270		1,525.88
756649	07/12/2024	HYGIENIC DRY CLEANERS INC 11630	85.00
A 518302	63727		85.00
756650	07/12/2024	INCO USA LLC 13305	5,862.85
64332 2	64332		5,862.85
756651	07/12/2024	JOHN DEERE FINANCIAL FSB 5769	227.72
2258484	63291		227.72
756652	07/12/2024	JOHN HOFFER CHRYSLER JEEP INC 2541	2,221.15
92069	63279		2,221.15
756653	07/12/2024	JOHN ROHRER CONTRACTING 12251	6,803.55
64586 1	64586		6,803.55
756654	07/12/2024	LAIRD NOLLER FORD INC 2939	1,232.35
1323968	63289		113.91
1323970	63289		123.37
1324047	63326		69.90
1323873	63289		144.30
1323607	63289		469.30
1323666	63289		21.84
1323691	63289		289.73
756655	07/12/2024	NAILL ENTERPRISES LTD 4931	96.15
9125 37	63027		96.15
756656	07/12/2024	RAD INC 5042	59.28
103879	63305		59.28
756657	07/12/2024	REEVES WIEDEMAN COMPANY INC 4154	1,311.78
6404459	63437		7.90
6406414	63033		497.98
6407144	63033		800.00
6407354	63437		5.90
756658	07/12/2024	ROBERT PERKOVICH ARBITRATION 13676	750.00
65311 6/21/24	65311		750.00
756659	07/12/2024	SHAWNEE COUNTY 4521	150.00
C2309	63345		33.75
C2310	63345		38.75
C2311	63345		38.75
C2312	63345		38.75
756660	07/12/2024	STEWART, MELINA 13554	190.12
HPCONF2024 01	65236		190.12

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756661 JUNE 2024 CELL	07/12/2024 DE	T-MOBILE USA INC	8549 2,199.52	<b>2,199.52</b>
756662 JUNE 2024 DATA	07/12/2024 DE	T-MOBILE USA INC	8549 9,668.67	<b>9,668.67</b>
756663 64501 1	07/12/2024 64501	WILDCAT CONSTRUCTION CO INC	5438 51,300.00	<b>51,300.00</b>
756664 91966 91967	07/12/2024 62963 62963	CENTRAL STATES MACHINING & WEL	869 898.64 1,797.28	<b>2,695.92</b>
756665 102343565 102344075	07/12/2024 63026 63026	MIDWEST MOTOR SUPPLY CO INC	2854 20.82 454.12	<b>474.94</b>
756666 10001685 10001766	07/12/2024 63783 63783	STORMONT VAIL HEALTHCARE	5753 550.00 550.00	<b>1,100.00</b>
756696 00000369024071	07/12/2024	ATCHISON ACCOUNT MANAGEMENT Garnishment - Pct of Net	13697 452.42	<b>452.42</b>
756697 00000352024071	07/12/2024	CALIFORNIA DEPARTMENT OF CHILD Child Support - Amt	753 126.92	<b>126.92</b>
756698 UNF1240712191	07/12/2024	FRATERNAL ORDER OF POLICEMEN Union Dues - FOP	1773 10,857.06	<b>10,857.06</b>
756699 00000371424071	07/12/2024	STATE OF MISSOURI Child Support - Amt	3473 436.85	<b>436.85</b>
756700 00000371424071	07/12/2024	STATE OF MISSOURI Child Support - Amt	3473 264.46	<b>264.46</b>
756701 JUNE 2024	07/12/2024 DE	SHAWNEE COUNTY	4504 189,006.24	<b>189,006.24</b>
756702 JUNE 2024	07/12/2024 DE	SHAWNEE COUNTY	7574 29,336.68	<b>29,336.68</b>
756703 PTR23 HESS	07/12/2024 PTR23	HESS, ROBERT L	13699 650.00	<b>650.00</b>
756704 PTR23 KHAN	07/12/2024 PTR23	KAHN, NANCY	13693 442.09	<b>442.09</b>
756705 CR 2008 000564 M J IMMENSCHUH CR 2023 000343 NA NOLAND	07/12/2024	KANSAS BUREAU OF INVESTIGATION	2646 304.64 50.00	<b>354.64</b>
756706 CR 2018 000170 DEANN M HILL	07/12/2024	LOAN SMART	13131 50.00	<b>50.00</b>
756707 CR 2023 000283 JM CULBERTSON	07/12/2024	SHREVE, BRANDY L	13286 25.00	<b>25.00</b>
756708 CR 2023 000363 JU VELAZQUEZ	07/12/2024	VELAZQUEZ ORTEGA, JOSE U	13701 150.00	<b>150.00</b>
756710	07/19/2024	FISHER PATTERSON SAYLER &	1690	<b>1,259.50</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
108177	63539		1,259.50
756711	07/19/2024	ACTION ADVERTISING CO INC 43	<b>2,280.00</b>
80568	63165		765.00
80561	63165		765.00
80545	63165		750.00
756712	07/19/2024	BROWNS SUPER SERVICE INC 670	<b>2,473.00</b>
149225	63349		139.00
149226	63349		195.00
149308	63349		105.00
149363	63349		113.00
149428	63349		250.00
149503	63349		149.00
149518	63349		85.00
149575	63349		66.00
149622	63587		350.00
149762	63349		121.00
149205	63349		85.00
149407	63587		350.00
149807	63349		115.00
149819	63587		350.00
756713	07/19/2024	CELLCO PARTNERSHIP 9497	<b>3,915.28</b>
9967972814CH 7		7855813401	40.01
9967972814CI 7-		7855813653	46.47
9967972814BI 7-		7853838375	41.47
9967972814BJ 7-		7854711189	46.47
9967972814O 7-2		7852210204	40.01
9967972814Q 7-2		7852216512	40.01
9967972814S 7-2		7852217434	40.01
9967972814T 7-2		7852217536	40.01
9967972814U 7-2		7852218389	40.01
9967972814V 7-2		7852301806	40.01
9967972814Y 7-2		7852305854	40.01
9967972814A 7-2		7852072237	41.47
9967972814AB 7-		7852491554	40.19
9967972814 7-24		7852071280	40.01
9967972814AK 7-		7852893743	40.01
9967972814AM 7		7853047008	40.01
9967972814AN 7		7853381038	40.01
9967972814AO 7		7853381605	40.01
9967972814AT 7-		7853383081	40.01
9967972814AD 7		7852496701	40.01
9967972814C 7-2		7852078135	40.03
9967972814CJ 7-		7855814421	46.47
9967972814CD 7		7855812636	41.47
9967972814CE 7		7855813352	40.01
9967972814CG 7		7855813386	40.01
9967972814BK 7-		7854960235	41.47
9967972814BL 7-		7854968036	41.47
9967972814BN 7		7855067132	41.47
9967972814BO 7		7855590342	40.01
9967972814BP 7-		7855590567	40.01
9967972814BQ 7		7855590675	40.01
9967972814BT 7-		7855599068	40.01
9967972814BY 7-		7855599635	40.01
9967972814BZ 7-		7855599684	40.01
9967972814AU 7		7853383098	40.01
9967972814AV 7-		7853383156	40.01
9967972814AX 7-		7853383516	40.01
9967972814BA 7-		7853386141	40.01
9967972814BC 7		7853386249	40.01
9967972814BG 7		7853386658	40.01
9967972814DQ 7		7854809139	41.47

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
9967972814DR 7		7856000240	26.01	
9967972814DS 7		7856008096	41.47	
9967972814DT 7		7856334637	41.47	
9967972814DU7-		7856337685	41.47	
9967972814DV7-		7856700615	40.01	
9967972814DX7-		7856700622	40.01	
9967972814DY7-		7856700627	40.01	
9967972814DZ7-		7856700635	40.01	
9967972814E 7-2		7852130336	40.01	
9967972814EA7-		7856700693	40.01	
9967972814EB7-		7856700706	40.01	
9967972814CL 7-		7855814549	41.47	
9967972814CM 7		7855814550	41.47	
9967972814CO 7		7855814652	41.47	
9967972814CQ 7		7855814688	41.47	
9967972814CR 7		7855814694	51.14	
9967972814CS 7		7855814710	41.47	
9967972814CT 7-		7855814713	46.47	
9967972814CV 7		7855814720	46.47	
9967972814CX 7		7855814756	46.47	
9967972814CZ 7-		7855814830	41.47	
9967972814D 7-2		7852078160	40.01	
9967972814DB 7		7856700296	40.01	
9967972814ED7-		7856700750	40.01	
9967972814EF7-		7856700808	40.01	
9967972814EG7-		7858060163	41.47	
9967972814EH7-		7858615235	41.47	
9967972814EI7-2		7859693251	41.47	
9967972814DK 7		7852151574	41.47	
9967972814DM 7		7853044727	41.47	
9967972814DN 7		7853835866	41.47	
9967972814DO 7		7854140039	40.01	
9967972814DP 7		7854140172	41.47	
9967972814EC7-		7856700709	40.01	
9967972814DC 7		7852071429	41.47	
9967972814DD 7		7855812458	41.47	
9967972814DE 7		7852215397	40.01	
9967972814DF 7-		7856000660	41.47	
9967972814DG 7		7856000706	41.47	
9967972814DH 7		7856000996	41.47	
9967972814DI 7-		7856001880	41.47	
9967972814F 7-2		7852130361	40.01	
9967972814G 7-2		7852131521	40.01	
9967972814J 7-2		7852135594	41.47	
9967972814K 7-2		7852135793	41.47	
9967972814L 7-2		7852173959	46.47	
9967972814EJ7-:		7856008415	40.01	
9967972814EK7-		7856008369	41.47	
9967972814EL7-:		7852171852	41.47	
9967972814EM7-		7855067158	40.01	
9967972814EN7-		7855069814	41.47	
9967972814EO7-		7855069847	40.01	
9967972814EP7-		7855813890	102.16	
756714	07/19/2024	CINTAS CORPORATION NO 2	1497	<b>2,336.90</b>
8406880552	63769			296.83
8406886944	63769			2,040.07
756715	07/19/2024	COREFIRST BANK & TRUST	1111	<b>8,678.72</b>
JUNE 2024	65510			8,678.72
756716	07/19/2024	ENVISION INDUSTRIES INC	1549	<b>49.00</b>
85036	63413			49.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756717	07/19/2024	FINLAY AUTOMOTIVE SUPPLY INC 10237	<b>549.56</b>
382342	63315		207.12
383910	63315		115.37
382272	63261		10.73
382372	63315		125.45
382848	63261		29.99
382544	63315		29.33
382570	63261		7.58
382646	63261		17.52
382695	63261		6.47
756718	07/19/2024	HEARTLAND RECOVERY 12309	<b>600.00</b>
24 16264	63692		60.00
24 16268	63692		60.00
24 16322	63692		60.00
24 16349	63692		60.00
24 16225	63779		60.00
24 16226	63779		60.00
24 16360	63692		60.00
24 16195	63692		60.00
24 16363	63692		60.00
24 16443	63692		60.00
756719	07/19/2024	JDV PROCESS EQUIPMENT CORP 13058	<b>3,100.00</b>
5248	65390		3,100.00
756720	07/19/2024	JOHN DEERE FINANCIAL FSB 5769	<b>3,459.30</b>
2261621	63291		54.74
2261614	63291		42.64
2248496	63291		1,003.92
2261623	63328		278.47
2265129	63291		2,079.53
756721	07/19/2024	LAIRD NOLLER FORD INC 2939	<b>715.03</b>
1323163	63289		95.81
1324319	63289		29.77
1324376	63289		74.41
1323091	63289		-24.05
1324247	63289		13.00
1324219	63289		511.65
1324239	63289		14.44
756722	07/19/2024	MAINLINE PRINTING INC 12824	<b>1,395.23</b>
132445	64147		180.22
132876	64147		182.18
132969	64147		71.39
132991	64147		163.00
133025	65213		798.44
756723	07/19/2024	MARKSNELSON LLC 13673	<b>3,500.00</b>
MA1039064	65278		3,500.00
756724	07/19/2024	MURPHY TRACTOR & EQUIPMENT CO 9980	<b>190,905.00</b>
10351790	64847		190,905.00
756725	07/19/2024	NAILL ENTERPRISES LTD 4931	<b>96.15</b>
9125 38	63027		96.15
756726	07/19/2024	QUIGLEY ENTERPRISES LLC 13392	<b>1,853.00</b>
64438 12	64438		170.50
64438 13	64438		170.50
64446 10 1	64446		378.00
64446 11 1	64446		378.00
64446 12 1	64446		378.00

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
64446 13	64446		378.00
756727 6408869	07/19/2024 63437	REEVES WIEDEMAN COMPANY INC 4154	187.00
			<b>187.00</b>
756728 DG 2024 2	07/19/2024 63659	SHAWNEE COUNTY 4506	25,938.00
			<b>25,938.00</b>
756729 32534995	07/19/2024 63345	SHAWNEE COUNTY 4521	7.50
			<b>7.50</b>
756730 7139	07/19/2024 64322	SHAWNEE COUNTY 4522	13,884.72
			<b>13,884.72</b>
756731 0000693358254	07/19/2024 63693	UNITED PARCEL SERVICE INC 5140	53.83
			<b>53.83</b>
756732 IN20242941	07/19/2024 63682	UTILITY SAFETY AND DESIGN INC 12512	2,500.00
			<b>2,500.00</b>
756733 P95375	07/19/2024 63306	VERMEER GREAT PLAINS INC 5218	1,639.31
			<b>1,639.31</b>
756734 64305 JAN-JUL 2	07/19/2024 64305	WILLIAMSON, JACK T 9792	750.00
			<b>750.00</b>
756735 MOO117-0724IM	07/19/2024	TOPEKA HOUSING AUTHORITY IM July 2024 Payment	200.00
			<b>200.00</b>
756736 91922	07/19/2024 63579	CENTRAL STATES MACHINING & WEL 869	14,241.70
			<b>14,241.70</b>
756737 142598	07/19/2024 64227	MID-STATES MATERIALS LLC 3401	9,672.73
			<b>9,672.73</b>
756738 102352288	07/19/2024 63341	MIDWEST MOTOR SUPPLY CO INC 2854	35.75
			<b>35.75</b>
756739 298449	07/19/2024	BUTLER & ASSOCIATES	
298450	63445	TARWATER FARM & HOME SUPPLY	49.99
298451	63445		131.52
			89.71
			<b>271.22</b>
756740 INV37385	07/19/2024 63608	HEALTHSTAT INC 9951	50,544.39
			<b>50,544.39</b>
756764 CR 2023 000851	07/19/2024	KANSAS BUREAU OF INVESTIGATION BRETT M WOODS	400.00
			<b>400.00</b>
756765 00000252024072	07/26/2024	BLITT AND GAINES PC Garnishment - Pct of Net	211.42
			<b>211.42</b>
756766 00000080624072	07/26/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net	637.96
			<b>637.96</b>
756767 00000328724072	07/26/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net	168.15
			<b>168.15</b>
756768 00000348824072	07/26/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net	115.28
			<b>115.28</b>
756769 00000348824072	07/26/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net	115.28
			<b>115.28</b>

**COUNCIL REPORT OF VENDOR PAYMENTS**

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
756770 00000217624072	07/26/2024	BUTLER & ASSOCIATES PA Garnishment - Pct of Net	731 423.95	<b>423.95</b>
756771 00000305824072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 64.61	<b>64.61</b>
756772 00000348524072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 69.23	<b>69.23</b>
756773 00000347924072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 85.39	<b>85.39</b>
756774 00000377124072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 70.62	<b>70.62</b>
756775 00000376924072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 304.62	<b>304.62</b>
756776 00000314324072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 189.76	<b>189.76</b>
756777 00000380424072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 267.69	<b>267.69</b>
756778 00000035024072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 64.61	<b>64.61</b>
756779 00000332024072	07/26/2024	CARL B DAVIS Bankruptcy - Amt 26 PP	12867 507.69	<b>507.69</b>
756780 107293 107294	07/26/2024 64509 64485	FISHER PATTERSON SAYLER &	1690 11,931.50 6,026.50	<b>17,958.00</b>
756781 65124	07/26/2024 65124	HENDERSON FENCE INC	12932 15,092.00	<b>15,092.00</b>
756782 000845250	07/26/2024 65420	AMERICAN PUBLIC WORKS	181 4,372.00	<b>4,372.00</b>
756783 JULY 2024	07/26/2024 MONTHLY PHONE	AT&T	281 51,635.56	<b>51,635.56</b>
756784 332156043 7/11/2	07/26/2024 DE	AT&T	281 192.74	<b>192.74</b>
756785 2784631903	07/26/2024 LONG DISTANCE	AT&T	281 4.78	<b>4.78</b>
756786 2784860908	07/26/2024 63813	AT&T	281 1,067.17	<b>1,067.17</b>
756787 150022 149964 149978 149930	07/26/2024 63587 63349 63349 63349	BROWNS SUPER SERVICE INC	670 300.00 350.00 400.00 105.00	<b>1,155.00</b>
756788 63638 JULY	07/26/2024 63638	CONSOLIDATED RURAL WATER	1076 1,660.00	<b>1,660.00</b>
756789	07/26/2024	CROSSLAND HEAVY CONTRACTORS	10436	<b>71,214.46</b>

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
59413 9	59413		71,214.46
756790 185238	07/26/2024 65345	DEBACKERS INC	1292 7,095.00
<b>7,095.00</b>			
756791 04152401	07/26/2024 60722	ENVIRONMENTAL PROCESS	10364 116,392.00
<b>116,392.00</b>			
756792 8 556 90506 8 563 11523	07/26/2024 63418 63418	FEDEX	1632 810.88 1,228.58
<b>2,039.46</b>			
756793 384388 385010 383050 382999 383174 383056 383310 383538	07/26/2024 63261 63261 63261 63261 63261 63315 63261 63261	FINLAY AUTOMOTIVE SUPPLY INC	10237 -49.38 508.64 17.52 63.97 15.50 80.35 5.14 383.45
<b>1,025.19</b>			
756794 31296	07/26/2024 63889	FISHER PARKING & SECURITY INC	5802 288.00
<b>288.00</b>			
756795 7169D 7170D 7160D	07/26/2024 63270 63270 63270	HAYS FIRE AND RESCUE SALES AND	11147 45.00 120.00 3,197.60
<b>3,362.60</b>			
756796 24 16477	07/26/2024 63692	HEARTLAND RECOVERY	12309 60.00
<b>60.00</b>			
756797 A 518831 A 518833	07/26/2024 63727 63727	HYGIENIC DRY CLEANERS INC	11630 19.00 19.00
<b>38.00</b>			
756798 4264706	07/26/2024 63610	INFORMATION NETWORK OF KANSAS	2395 283.56
<b>283.56</b>			
756799 JNVR965 JNVS008	07/26/2024 63695 63422	IRON MOUNTAIN INC	2444 220.68 172.44
<b>393.12</b>			
756800 2263990	07/26/2024 63291	JOHN DEERE FINANCIAL FSB	5769 1,203.76
<b>1,203.76</b>			
756801 61047 15	07/26/2024 61047	JOHN ROHRER CONTRACTING	12251 228,672.35
<b>228,672.35</b>			
756802 68591	07/26/2024 63426	KANSAS DEPT OF HEALTH & ENVIR	2674 996.00
<b>996.00</b>			
756803 OP-OP09277 FE	07/26/2024 64261	KANSAS DEPT OF HEALTH & ENVIR	2676 20.00
<b>20.00</b>			
756804 012 0230 1 000 (2	07/26/2024 DE	STATE OF KANSAS	2691 75,551.24
<b>75,551.24</b>			
756805 1324455	07/26/2024 63289	LAIRD NOLLER FORD INC	2939 17.94
<b>17.94</b>			
756806	07/26/2024	MAINLINE PRINTING INC	12824
<b>753.43</b>			

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
133132	65213		323.00
133128	64147		430.43
756807	07/26/2024	MIRION TECHNOLOGIES INC 3465	<b>119.80</b>
DSD 269610	63757		119.80
756808	07/26/2024	NAILL ENTERPRISES LTD 4931	<b>106.15</b>
9125 39	63027		106.15
756809	07/26/2024	OLATHE FORD SALES 3735	<b>44,821.00</b>
64643 S#C42436	64643		44,821.00
756810	07/26/2024	PASSPORT LABS INC 12091	<b>254.15</b>
INV 1046526	63795		254.15
756811	07/26/2024	QUIGLEY ENTERPRISES LLC 13392	<b>548.50</b>
64438 14	64438		170.50
64446 14	64446		378.00
756812	07/26/2024	REEVES WIEDEMAN COMPANY INC 4154	<b>290.57</b>
6412277	63437		290.57
756813	07/26/2024	RELIANT GASES LTD 13677	<b>6,211.80</b>
130 1619316	65292		3,207.90
130 1524216	65292		3,003.90
756814	07/26/2024	REVPAR INTERNATIONAL INC 13234	<b>11,262.50</b>
2167 10 24	62551		11,262.50
756815	07/26/2024	SHAWNEE COUNTY 4502	<b>2,198.29</b>
64155 JUNE 2024	64155		2,198.29
756816	07/26/2024	SHAWNEE COUNTY 4521	<b>33.75</b>
C2584	63345		33.75
756817	07/26/2024	STATE OF KANSAS 8481	<b>50.00</b>
2024 11	DE		50.00
756818	07/26/2024	T-MOBILE USA INC 8549	<b>7,136.90</b>
JULY 2024 CELL	DE		7,136.90
756819	07/26/2024	T-MOBILE USA INC 8549	<b>9,668.67</b>
JULY 2024 DATA	DE		9,668.67
756820	07/26/2024	UNDERGROUND VAULTS & STORAGE 5130	<b>10.80</b>
2000123	65170		10.80
756821	07/26/2024	WASHBURN UNIVERSITY OF TOPEKA 9234	<b>14,072.85</b>
W22385010 7/15/	65507		895.00
W22466854 7/15/	65507		895.00
W22500184 7/15/	65507		1,993.95
W22505224 7/15/	65507		1,993.95
W22520039 7/15/	65507		895.00
W22542189 7/15/	65507		895.00
W22547154 7/15/	65507		895.00
W22547183 7/15/	65507		895.00
W22547311 7/15/	65507		895.00
W22549559 7/15/	65507		1,993.95
W22550047 7/15/	65507		1,826.00
756822	07/26/2024	MIDWEST MOTOR SUPPLY CO INC 2854	<b>761.77</b>
102414100	63026		347.98
102414146	63026		413.79

# COUNCIL REPORT OF VENDOR PAYMENTS

Between 6/29/2024 and 7/26/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
756845 00000369024072	07/26/2024	ATCHISON ACCOUNT MANAGEMENT Garnishment - Pct of Net	13697 452.42
756846 00000352024072	07/26/2024	CALIFORNIA DEPARTMENT OF CHILD Child Support - Amt	753 126.92
756847 UNF1240726150	07/26/2024	FRATERNAL ORDER OF POLICEMEN Union Dues - FOP	1773 10,731.60
756848 00000371424072	07/26/2024	STATE OF MISSOURI Child Support - Amt	3473 436.85
756849 00000371424072	07/26/2024	STATE OF MISSOURI Child Support - Amt	3473 264.46
756850 FORM 720 YR 20 DE	07/26/2024	UNITED STATES TREASURY	5154 4,492.06
756851 CR 2005 002551	07/26/2024	DEVLINS CONVENIENCE EARL W SILMON	13714 22.73
756852 CR 2007 000490	07/26/2024	FREEMAN, BRENDA AR ANDRES	9858 100.00
756853 CR 2023 000374 CR 2023 000097 CR 2023 000714 CR 2023 000499	07/26/2024	KANSAS BUREAU OF INVESTIGATION LINDSAY E COX AM TALBERT AD ELDRIDGE EN TINAJERO	2646 30.00 50.00 25.00 50.00
756854 CR 2023 000363	07/26/2024	VELAZQUEZ ORTEGA, JOSE U SK NELSON	13701 50.00
<b>Total for Check Payments</b>			<b>1,831,764.18</b>
<b>TOTAL OF PAYMENTS</b>			<b><del>17,947,560.40</del></b>
New total after corrections			\$17,948,425.93
Check 756709 (Reissue of check 756331 was released to pay on check 756709 but later voided)	BUTLER & ASSOCIATES		675.71
New check total			=====
			1,832,439.89

# Payment Listing

CB255 Date 08/23/24  
Time 13:26

Payment Listing  
Cash Code 07 US BANK OPERATING ACCT  
By Transaction Code (Status: Paid )

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
1105 WESTE	756609	1	07/05/24	07/05/24	08/14/24	3146.81	Voided	AASI ENTERPRISES LLC	COT	
STAFFORD S	756667	1	07/01/24	07/12/24		87.17	Historical	SONJA A STAFFORD	COT	
HALL ANDRE	756668	1	07/01/24	07/12/24		23.32	Historical	ANDREA HALL	COT	
PEPPER TRE	756669	1	07/03/24	07/12/24		2225.00	Historical	PEPPER TREE PARK HOA	COT	
FELLOWSHIP	756670	1	07/03/24	07/12/24		250.00	Historical	FELLOWSHIP HICREST	COT	
OUR LADY O	756671	1	07/08/24	07/12/24		250.00	Historical	OUR LADY OF GUADALUP	COT	
OUR LADY O	756672	1	07/08/24	07/12/24		250.00	Historical	OUR LADY OF GUADALUP	COT	
NETHERLAND	756673	1	06/24/24	07/12/24		27.00	Historical	MAURICE ORANGE NETHE	COT	
WELLS JAYD	756674	1	06/26/24	07/12/24		200.00	Historical	JAYDEN K WELLS	COT	
BROWN JOHN	756675	1	06/26/24	07/12/24		22.00	Historical	JOHNNY LAMONT BROWN	COT	
PRESLEY KH	756676	1	06/27/24	07/12/24		347.00	Historical	KHAEZIA TAWIJANA PRE	COT	
WEBSTER II	756677	1	06/27/24	07/12/24		47.44	Historical	MARK EDWARD WEBSTER	COT	
WOLF JOSHU	756678	1	06/28/24	07/12/24		125.00	Historical	JOSHUA RAFAEL WOLF	COT	
WRIGHT KRI	756679	1	06/28/24	07/12/24		150.00	Historical	KRISTIAN MIGUEL WRIG	COT	
STAUFFER B	756680	1	06/28/24	07/12/24		150.00	Historical	BRAD ALLEN STAUFFER	COT	
ROGERS DAN	756681	1	06/28/24	07/12/24		125.00	Historical	DANIELLE C ROGERS	COT	
FICKEL ERI	756682	1	06/21/24	07/12/24		11.34	Historical	ERIC S FICKEL	COT	
NEWSOM MAK	756683	1	06/21/24	07/12/24		13.28	Historical	MAKENZIE RYLEE NEWSO	COT	
CLARK DAVI	756684	1	06/21/24	07/12/24		10.00	Historical	DAVID L CLARK	COT	
JOHNSON IA	756685	1	06/21/24	07/12/24		11.34	Historical	IAN SCOTT JOHNSON	COT	
HOLLOWAY H	756686	1	06/25/24	07/12/24		10.00	Historical	HEATHER DAWN HOLLOWA	COT	
JONES PAME	756687	1	06/21/24	07/12/24		34.99	Historical	PAMELA SUE JONES	COT	
LUQUE MARI	756688	1	06/21/24	07/12/24		10.00	Historical	MARIA DE LA LUZ MONS	COT	
MONREAL AN	756689	1	06/21/24	07/12/24		14.96	Historical	ANTWONE MONREAL ANDE	COT	
ANDERSON M	756690	1	06/21/24	07/12/24		14.96	Historical	MARCUS ALLEN ANDERSO	COT	
DAVIDSON R	756691	1	07/02/24	07/12/24		100.00	Historical	REBECCA SUE DAVIDSON	COT	
STRATTON B	756692	1	07/02/24	07/12/24		125.00	Historical	BENJAMIN MICHAEL STR	COT	
BACH CARLY	756693	1	06/28/24	07/12/24		10.00	Historical	CARLY BACH	COT	
KINGCANNON	756694	1	06/27/24	07/12/24		12.41	Historical	CORINE MARIE KINGCAN	COT	
ORR JILL L	756695	1	06/27/24	07/12/24		11.07	Historical	JILL L ORR	COT	
MOST PURE	756741	1	07/09/24	07/19/24		250.00	Historical	MOST PURE HEART OF M	COT	
OUR LADY O	756742	1	07/15/24	07/19/24		250.00	Historical	OUR LADY OF GUADALUP	COT	
728 HACKBE	756743	1	07/16/24	07/19/24		16868.50	Historical	DELBERT E WILBURN	COT	
1808 24TH	756744	1	07/15/24	07/19/24		5724.10	Historical	PREMIER TWO LLC	COT	
2625 CALIF	756745	1	07/16/24	07/19/24		6040.90	Historical	JANICE CORMIER	COT	
ERPELDING	756746	1	07/11/24	07/19/24		80.73	Historical	KARI A ERPELDING FRO	COT	
GREENE EVE	756747	1	07/11/24	07/19/24		34.09	Historical	EVELYN GREENE	COT	
METTLER TO	756748	1	07/11/24	07/19/24		63.37	Historical	METTLER TOLDEO LLC	COT	
MIMG CLV S	756749	1	07/10/24	07/19/24		64.16	Historical	MIMG CLV SHERWOOD SU	COT	
MXM HOLDIN	756750	1	07/11/24	07/19/24		236.29	Historical	MXM HOLDINGS LLC	COT	
PUCKETT MI	756751	1	07/11/24	07/19/24		102.40	Historical	MICHAEL J PUCKETT	COT	
PURE OPERA	756752	1	07/10/24	07/19/24		93.80	Historical	PURE OPERATING LLC	COT	
BAKER DAVI	756753	1	07/10/24	07/19/24		75.00	Historical	DAVID E BAKER	COT	

# Payment Listing

CB255 Date 08/23/24  
Time 13:26

Payment Listing  
Cash Code 07 US BANK OPERATING ACCT  
By Transaction Code (Status: Paid )

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
ELLIS PEYT	756754	1	07/11/24	07/19/24		275.00	Historical	PEYTON LEIGH ANN ELL	COT	
ESQUEDA DA	756755	1	07/09/24	07/19/24		66.50	Historical	DAMIAN JESUS ESQUEDA	COT	
MAGEE RACH	756756	1	07/11/24	07/19/24		25.00	Historical	RACHEL AMAUREE MAGEE	COT	
MASON PATR	756757	1	07/11/24	07/19/24		1275.00	Historical	PATRICK HENRY MASON	COT	
RUFF AUSTI	756758	1	07/09/24	07/19/24		100.00	Historical	AUSTIN MICHAEL RUFF	COT	
AVILA CHRI	756759	1	07/10/24	07/19/24		10.00	Historical	CHRISTOPHER RENE AVI	COT	
CUYLER BRI	756760	1	07/10/24	07/19/24		10.00	Historical	BRITTANY CUYLER	COT	
GREEN BRIA	756761	1	07/05/24	07/19/24		39.35	Historical	BRIAN GREEN	COT	
MONGOLD GE	756762	1	07/10/24	07/19/24		10.00	Historical	GERRY W MONGOLD	COT	
OLSON JACK	756763	1	07/10/24	07/19/24		10.00	Historical	JACKIE D OLSON	COT	
WATSON REA	756823	1	07/24/24	07/26/24		141.08	Historical	WATSON REAL ESTATE D	COT	
CORBETT AU	756824	1	07/24/24	07/26/24		32.33	Historical	AUNDREA M CORBETT	COT	
FEDERAL NA	756825	1	07/24/24	07/26/24		36.22	Historical	FEDERAL NATIONAL MOR	COT	
ROBERSON R	756826	1	07/24/24	07/26/24		146.78	Historical	RODNEY ROBERSON	COT	
VAZQUEZ GR	756827	1	07/24/24	07/26/24		68.29	Historical	GRACIELA VAZQUEZ	COT	
KEY ASSOCI	756828	1	07/24/24	07/26/24		45.55	Historical	KEY ASSOCIATES PROPE	COT	
SIX DARREL	756829	1	07/24/24	07/26/24		61.33	Historical	DARRELL D SIX	COT	
RANTZ MICH	756830	1	07/24/24	07/26/24		66.61	Historical	MICHELLE J RANTZ	COT	
CHEVEZ GAR	756831	1	07/24/24	07/26/24		222.50	Historical	BRYAN V CHEVEZ GARCI	COT	
MAGNOLIA I	756832	1	07/24/24	07/26/24		3982.81	Historical	MAGNOLIA INVESTMENTS	COT	
STAFFORD K	756833	1	07/24/24	07/26/24		31.22	Historical	KYLE S STAFFORD	COT	
GRSA LLC	756834	1	07/24/24	07/26/24		171.22	Historical	GRSA LLC	COT	
WILEY SLAD	756835	1	07/24/24	07/26/24		869.78	Historical	SLADE WILEY	COT	
WHITE JAMI	756836	1	07/24/24	07/26/24		71.82	Historical	JAMIE L WHITE	COT	
DITZLER RI	756837	1	07/24/24	07/26/24		128.33	Historical	RICHARD C DITZLER	COT	
1404 WESTE	756838	1	07/19/24	07/26/24		18306.10	Historical	PATRICK C DELAPP	COT	
PERES APRI	756839	1	07/05/24	07/26/24		10.00	Historical	APRIL DAWN PERES	COT	
FINAN FRAN	756840	1	07/16/24	07/26/24		25.00	Historical	FRANCESCA INEZ FINAN	COT	
SMITH JAXY	756841	1	07/19/24	07/26/24		150.00	Historical	JAXYN LUXOVIOUS SMIT	COT	
LEISTRA ST	756842	1	07/16/24	07/26/24		10.00	Historical	STEPHANIE LU ANN LEI	COT	
RODRIGUEZ	756843	1	07/16/24	07/26/24		10.00	Historical	CLAUDIA R RODRIGUEZ	COT	
MAHON SPEN	756844	1	07/16/24	07/26/24		13.69	Historical	SPENCER COLE MAHON	COT	

Transaction Code SYS	Total	64119.94
Cash Code 07	Total	64119.94
Report Total		64119.94

\*\*\* REPORT COMPLETED \*\*\*



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

---

**DATE:** September 10, 2024  
**CONTACT PERSON:** Rhiannon Friedman, **DOCUMENT #:**  
Planning and  
Development Director  
**SECOND PARTY/SUBJECT:** Gen III Construction **PROJECT #:**  
and Development LLC  
**CATEGORY/SUBCATEGORY** 020 Resolutions / 005 Miscellaneous  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

---

**DOCUMENT DESCRIPTION:**

**RESOLUTION** introduced by City Manager Dr. Robert M. Perez providing notice that the City is considering establishing a Reinvestment Housing Incentive District (“RHID”) for the Riverstone (Meier's Place) Subdivision RHID and adopting a plan for the development of housing and public facilities in the proposed RHID; and establishing the date and time of a public hearing.

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

*(Approval would set a public hearing date for October 15, 2024 to entertain public comment.)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

Whether to follow state law and set a public hearing to consider the establishment of a reinvestment housing incentive district ("RHID") for the Riverstone (Meier's Place) Subdivision and adopting a redevelopment plan.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body move to approve the resolution.

**BACKGROUND:**

Gen III Construction, LLC has applied for reinvestment housing incentives pursuant to the Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. The Secretary of Commerce has authorized the City to proceed

with considering the establishment of the RHID and adopting a plan for housing facilities.

The next step in the process is to set a public hearing to consider public comment, publish a hearing notice in the Topeka Metro Newspaper and notify the Shawnee County Commission and the Seaman United School District 345 Board of Education.

The public hearing will be on October 15th.

**BUDGETARY IMPACT:**

There is no budgetary impact to the City.

**SOURCE OF FUNDING:**

Not Applicable

**ATTACHMENTS:**

**Description**

Resolution

Riverstone (Meier's Place) Housing Development Plan

KS DOC Approval of District Creation

Resolution 9526 (May 7, 2024)

RHID District Creation Application

1 (Published in the Topeka Metro News \_\_\_\_\_)  
2

3 RESOLUTION NO. \_\_\_\_\_  
4

5 A RESOLUTION introduced by City Manager Dr. Robert M. Perez providing notice that  
6 the City is considering establishing a Reinvestment Housing Incentive  
7 District (“RHID”) for the Riverstone (Meier’s Place) Subdivision RHID;  
8 adopting a plan for the development of housing and public facilities in  
9 the proposed RHID; and establishing the date and time of a public  
10 hearing.  
11

12 WHEREAS, on May 30, 2024, the Kansas Secretary of Commerce determined that  
13 the findings by the Governing Body articulated in Resolution No. 9526 meet the  
14 requirements of K.S.A. 12-5244(c) and that the Governing Body may proceed with  
15 establishing the RHID; and

16 WHEREAS, the City has prepared a plan for the development of housing and public  
17 facilities in the proposed RHID in accordance with the provisions of the Kansas  
18 Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.*

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

21 Section 1. Establishment of the Meier’s Place Subdivision RHID. Pursuant to  
22 K.S.A. 12-5245(a), the proposed RHID will be established within the boundaries of the real  
23 estate legally described and attached in Exhibit A. A map depicting the existing parcels of  
24 real estate in the proposed RHID is attached as Exhibit B. A list of the existing assessed  
25 valuation of the real estate in the proposed RHID and the names and addresses of the  
26 owners of record of all the real estate parcels within the proposed RHID is attached as  
27 Exhibit C.

28 Section 2. Proposed Plan (“Plan”). The Governing Body further declares its intent  
29 to adopt the Plan that is filed in the office of the City Clerk and available for public  
30 inspection during normal business hours. A description of the housing and public facilities

31 project proposed to be constructed is attached as Exhibit D. A summary of the contractual  
32 assurances by the developer and the comprehensive feasibility analysis are attached as  
33 Exhibit E.

34 Section 3. Funding Agreement. Pursuant to the RHID Policy adopted in Resolution  
35 No. 9379, the Governing Body has considered the funding agreement that requires the  
36 developer to reimburse the City for the costs in analyzing and effecting the RHID's  
37 creation.

38 Section 4. Public Hearing. Notice is hereby given that a public hearing will be held  
39 to consider the establishment of the Riverstone (Meier's Place) Subdivision RHID and  
40 adoption of the Plan. The hearing will take place in the City Council Chambers, 620 SE  
41 Madison, Topeka, Kansas, at 6:00 p.m. on September 10, 2024. Members of the public  
42 are invited to review the Plan and comment at the public hearing. At the conclusion of the  
43 public hearing, the Governing Body may establish the RHID and adopt the Plan.

44 Section 5. Publication; Notification to Entities. The City Clerk is directed to publish  
45 this resolution, including the exhibits, one time in the Topeka Metro News not less than one  
46 week or more than two weeks preceding the date of the public hearing. The City Clerk is  
47 also directed to deliver a certified copy of this resolution to: (a) the City Planning  
48 Commission; (b) the Board of Education of USD 345/Seaman; and the Board of  
49 Commissioners for Shawnee County.

50 Section 6. Effective Date. This resolution shall take effect after its adoption by the  
51 Governing Body.

52

53 ADOPTED and APPROVED by the Governing Body on \_\_\_\_\_.

54

CITY OF TOPEKA, KANSAS

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\_\_\_\_\_  
Michael A. Padilla, Mayor

60

61 ATTEST:

62

63

64

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66 \_\_\_\_\_  
Brenda Younger, City Clerk

**EXHIBIT A**  
**(Legal Description)**

A PART OF FRACTIONAL SECTION 24, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, WHICH IS ALSO THE NORTHWEST CORNER OF KAW HALF BREED RESERVE NO. 3, THENCE NORTH 01 DEGREES 36 MINUTES 34 SECONDS WEST, 1107.77 FEET ALONG THE EAST LINE OF KAW HALF BREED RESERVE NO. 2, TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE NORTH 88 DEGREES 23 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1158.74 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 42 SECONDS EAST, 1103.53 FEET TO THE NORTH LINE OF SAID RESERVE NO. 3 BEING ALSO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST, 1155.90 FEET TO THE POINT OF BEGINNING. ALL IN SHAWNEE COUNTY KANSAS.

CONTAINS 29.37 ACRES MORE OR LESS.

See attached Plats.



## EXHIBIT C

### (Parcels of Meier's Place Subdivision)

#### PARCELS OF RIVERSTONE SUBDIVISION

Parcel ID	Block	Lot	SC Assessed	Class	Improvements	Owner Name	Owner Address
0962401015001010	E	1	\$133.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001020	E	2	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001030	E	3	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001090	E	9	\$140.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001100	E	10	\$107.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001110	E	11	\$162.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001120	E	12	\$162.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001010	A	1	\$117.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001020	A	2	\$89.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001040	A	4	\$135.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001050	A	5	\$86.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001060	A	6	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001070	A	7	\$110.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001080	A	8	\$95.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001090	A	9	\$95.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614

## **EXHIBIT D**

### **(Description of Housing; Public Facilities)**

The Riverstone Subdivision will have fifteen (15) single family homes constructed. Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage and will be a mix of four different floor plans.

## **EXHIBIT E**

### **(Contractual Assurances; Feasibility Analysis)**

The Governing Body will enter into a development agreement with the developer. This agreement will include the project construction schedule, a description of the project and the financial obligations of the developer and financial and administrative support from the City.

The City's financial advisor has prepared a financial analysis that is available in the City Clerk's office. The financial advisor has determined that, pursuant to K.S.A. 12-5245(a)(7) and based upon a review of information provided by the developer, the Plan's benefits and RHID revenue and other available revenues are expected to exceed or be sufficient to pay for the Plan's project costs.



# CITY OF TOPEKA

## Application for Creation of a RHID Housing Development Plan

'24 JUN 21 PM4:00  
REC'D TOPEKA CITY CLERK

APPLICANT: Gen III Construction & Development LLC

ADDRESS: 2858 SW Villa West Dr, Topeka, KS 66614

PHONE #: 7852175766

E-MAIL ADDRESS: wfbassett@gmail.com

CONTACT PERSON: Walker Bassett

PROJECT NAME: Riverstone Subdivision (FMA Meiers Place Sub)

### Please complete the following items.

1. Provide a narrative describing the overall development plan specifically addressing how the plan meets the policy goals of the Housing Study.

Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage.

The necessity for this housing initiative in Topeka has been shown through extensive housing research conducted by the city, revealing a pressing housing crisis. Projections indicate a demand for approximately 5,700 new living units by 2040, translating to 240 units annually—a demand that the current construction pace fails to meet.

Within the Seaman School District (North Topeka Area), the housing market faces significant supply constraints amid increasing demand. Data from the local multiple listing service (MLS) as of March 13th, 2024, revealed a mere 15 active single-family homes for sale within the Seaman District, with only three properties listed between \$200,000-\$300,000, and none of these options representing new construction.

Our target price range aligns with the highly sought-after segment, addressing a critical gap in the housing market. Disappointingly, new construction within this price range is scarce in the City of Topeka due to market limitations. Our project aims to bridge this gap by offering high-quality, affordable new construction, filling a void in the city's housing landscape.

2. Provide a legal description of the proposed project area if such project area is not coterminous with the district boundaries.

Lots 1, 2, 4, 5, 6, 7, 8, and 9, Block A, Meier's Place Subdivision

Lots 1, 2, 3, 9, 10, 11, and 12, Block E, Meier's Place Subdivision

3. As ***Exhibit A***, include a map of the proposed project area if such project area is not coterminous with the district boundaries.
4. As ***Exhibit B***, attach a table (Excel format preferred) listing (i) each parcel within the proposed project area, listing the current Shawnee County assessed valuation of land and improvements separately and (ii) the property owner's name and address for each parcel.
5. As ***Exhibit C***, include a narrative and a graphical description of the housing and public facilities that the developer will construct or improve, and the location of each within the project area.

6. Provide a narrative describing any improvements the developer expects the City to make to support the planned project, including any on or off-site public infrastructure and coordination with other public agencies, etc.

Other than the RHID request, no other incentives are being requested to the city.

7. Identify a listing of names, addresses and specific interests in real estate in the project area of the housing developer(s) responsible for development of the housing and public facilities in the project area.

- For the purposes of this requirement, “housing developer(s)” means both the name of the business entity or entities, and the natural person comprising the ownership of such entity or entities.

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Related Interests</u></b>
Gen III Construction & Development LLC Walker & Rich Bassett	2858 SW Villa West Dr, Topeka, KS 66614	Developer

8. As ***Exhibit D***, provide a detailed total development cost budget for the housing and other improvements to be constructed including an identification of costs for which the developer will seek reimbursement from RHID proceeds.
  
9. Provide a narrative describing all public incentive sought in support of the planned project (including those that might be provided by other government agencies, foundation or non-profits), including identification of whether the developer seeks potential bond financing related to the RHID.

There are no other public incentives being requested, there are tentative commitments from Heritage Bank to finance the project.

10. As ***Exhibit E***, attach a detailed construction schedule, identifying any phasing of construction anticipated.
  
11. As ***Exhibit F***, attach a detailed financial pro forma, showing the operation of the project over the life of the RHID, including sufficient detail on assumptions so the City may determine, among other things, the developer's expectations for the number and potential valuation of housing units to be constructed, the developer's expected private financing for the project (including debt, equity and other sources), and sufficient other detail to permit the City to make the required statutory finding as provided in K.S.A 12-5245(a)(7).

12. Provide a detailed description of the contractual assurances the developer is willing to make, including any financial guarantees it is willing to provide, to "guarantee the financial feasibility" of the project, all as required by K.S.A 12-5245(a)(6) (together, the "Plan Pre-Application"), along with commercially reasonable information evidencing developer's financial and operational capabilities to effect the proposed project as presented.

Tentative commitment from Heritage Bank show the feasibility of this project to be carried out to completion. In addition, Gen III's commitment to fulfilling the needs of the project are shown via the 15 completed or currently under construction housing units built by the company in the prior two years.

CERTIFICATION OF APPLICANT

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY, INCLUDING PAYMENT OF THE REQUIRED FEES.

AS OF THE DATE OF APPLICANT'S EXECUTION OF THIS APPLICATION, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT.

By: Walker Bassett  
Signature of Authorized Agent for Entity

Title: Managing Member, Gen III Construction & Development, LLC

Date: 6/21/2024

STATE OF Kansas

COUNTY OF Shawnee

This document was acknowledged before me on 6/21/24 by Walker Bassett

Notary Public  
My commission expires: 7/8/24



## **EXHIBIT A**

Insert or attach here:

The lots outlined with black in the following map displays the specific lots to be developed in this project.



## **EXHIBIT B**

Insert or attach here:

Excel sheet of the Riverstone Subdivison lots is on the following page.

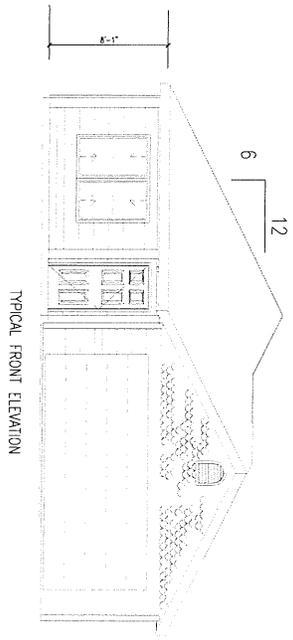
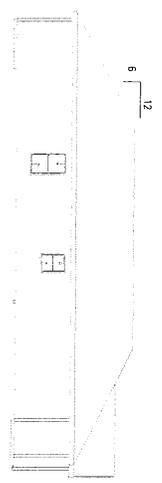
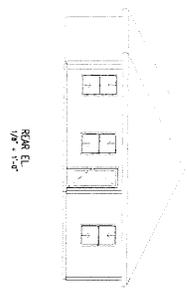
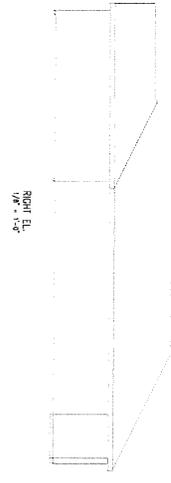
## PARCELS OF RIVERSTONE SUBDIVISION

Parcel ID	Block	Lot	SC Assessed	Class	Improvements	Owner Name	Owner Address
0962401015001010	E	1	\$133.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001020	E	2	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001030	E	3	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001090	E	9	\$140.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001100	E	10	\$107.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001110	E	11	\$162.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001120	E	12	\$162.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001010	A	1	\$117.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001020	A	2	\$89.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001040	A	4	\$135.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001050	A	5	\$86.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001060	A	6	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001070	A	7	\$110.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001080	A	8	\$95.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001090	A	9	\$95.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614

## **EXHIBIT C**

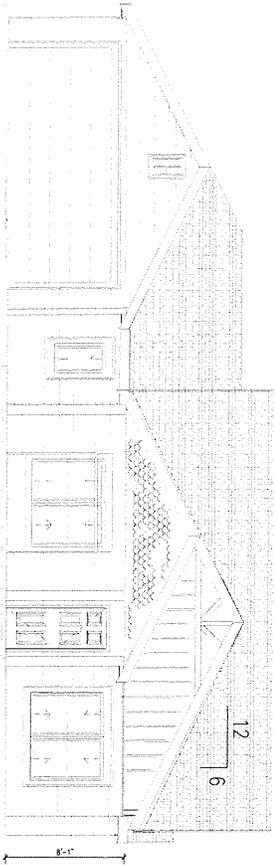
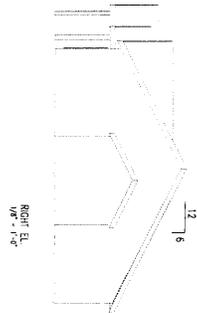
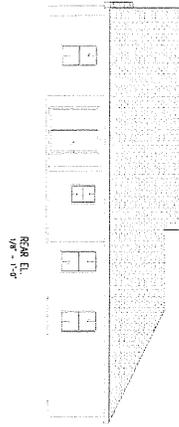
Insert or attach here:

The Riverstone Subdivision will have fifteen (15) single family homes constructed. Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage and will be a mix of four different floor plans.

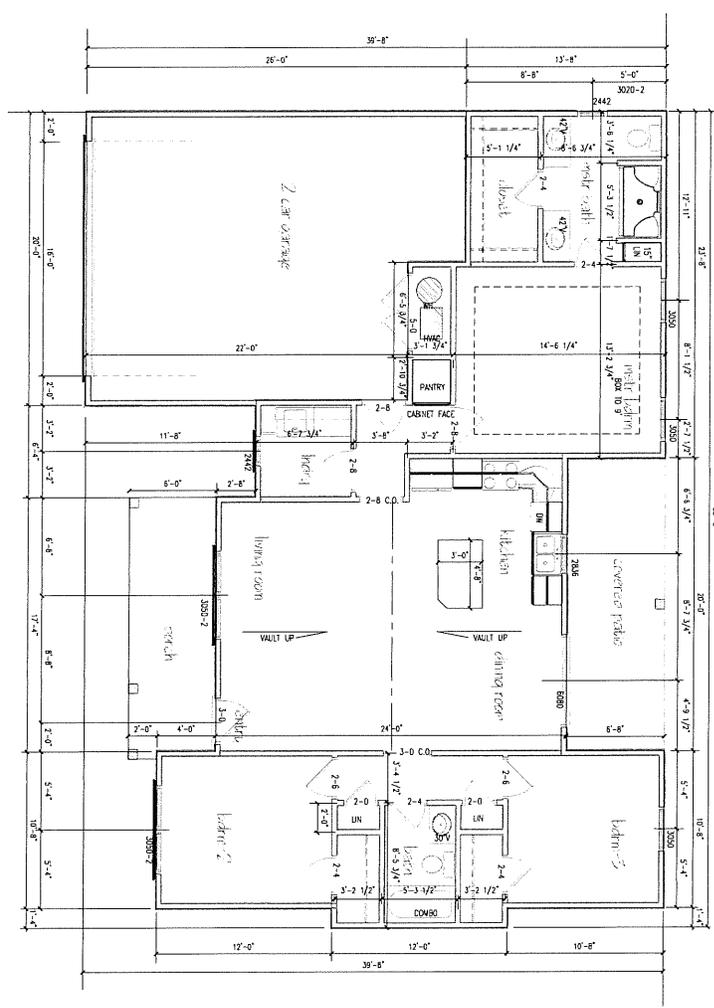


ELEVATIONS  
 1/4" = 1'-0"  
 1277# No. 240402 #2  
 ON-LINE DRAFTING  
 established 1988  
 745-232-5405

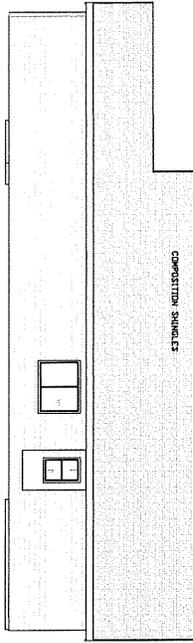




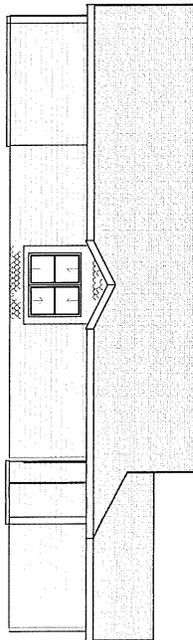
**ELEVATIONS**  
 1/4" = 1'-0"  
 1277 # No. 240402 #3  
**ON-LINE DRAFTING**  
 ESTABLISHED 1986  
 705-382-5005



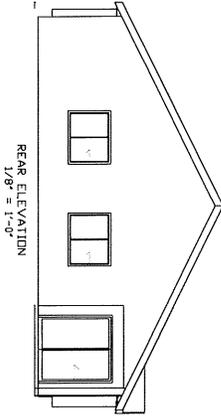
**FIRST FLOOR**  
 1/4" = 1'-0"  
 1277 # No.240402 #3  
**ON-LINE DRAFTING**  
 ESTABLISHED 1986  
 705-522-5105



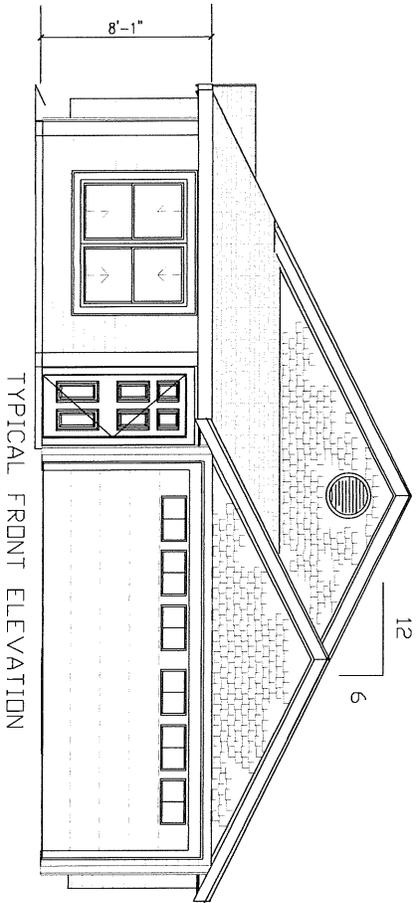
RIGHT ELEVATION  
1/8" = 1'-0"



LEFT ELEVATION  
1/8" = 1'-0"



REAR ELEVATION  
1/8" = 1'-0"



TYPICAL FRONT ELEVATION

Seabrook Estates  
ELEVATIONS lot 3

1/4" = 1'-0"

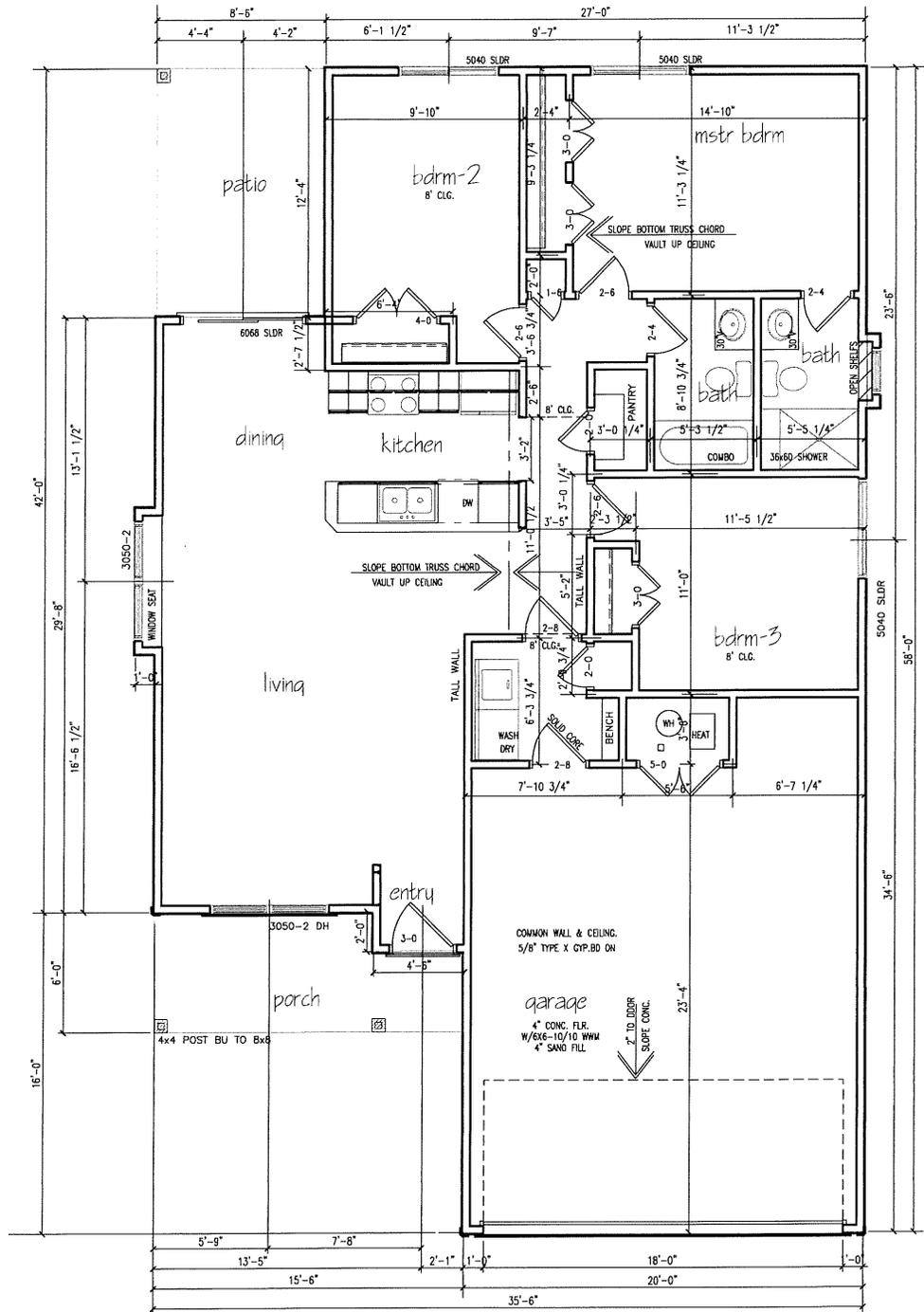
1253#

No. 220303

ON-LINE DRAFTING

established 1968  
TOPEKA, KANSAS  
785-232-3405

info@on-linedrafting.com  
COPYRIGHT 2015 www.on-linedrafting.com



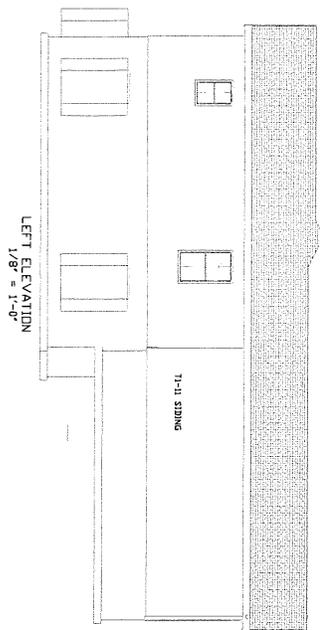
Seabrook Estates  
 FLOOR PLAN lot 3

1/4" = 1'-0"

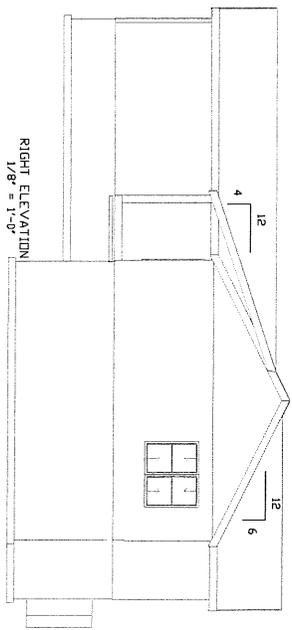
1253# No. 220303

ON-LINE DRAFTING

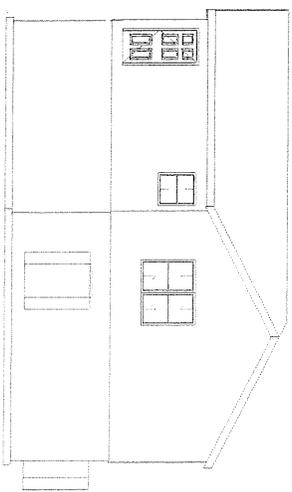
established 1988  
 TOPICKA, KANSAS  
 785-232-5405



LEFT ELEVATION  
1/8" = 1'-0"



RIGHT ELEVATION  
1/8" = 1'-0"



REAR ELEVATION  
1/8" = 1'-0"



TYPICAL FRONT ELEVATION

ELEVATIONS

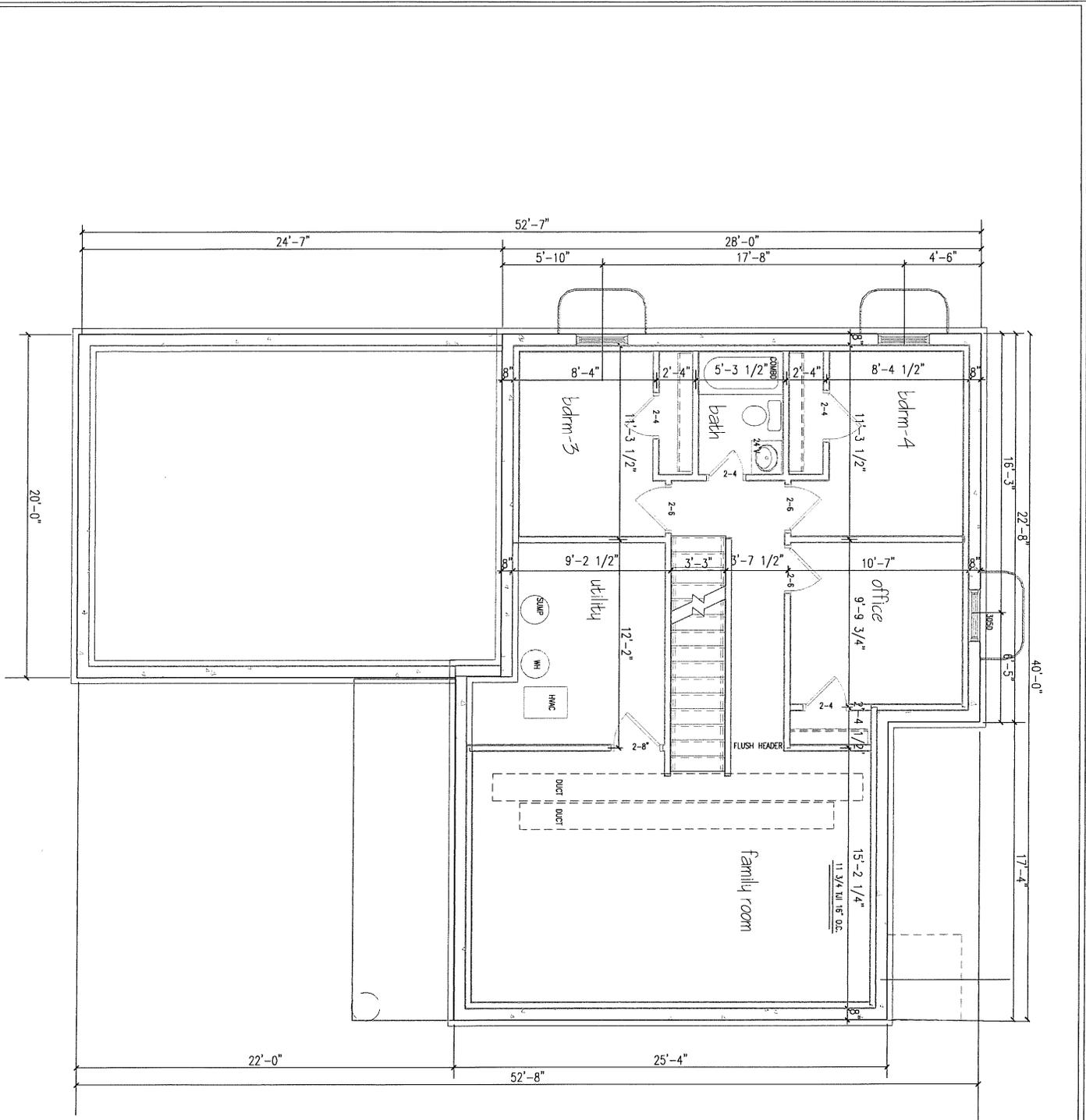
1/4" = 1'-0"

1082# No. 240402 #1

ON-LINE DRAFTING

established 1988  
TOPICKA, KANSAS  
785-232-5405





**BASEMENT**

1/4" = 1'-0"

1082# No. 240402 #1

**ON-LINE DRAFTING**

established 1988  
TOPICKA, KANSAS  
785-232-6405

## EXHIBIT D

Insert or attach here:

The developer requests reimbursement from RHID proceeds specifically for site acquisition costs and site preparation for the construction of single-family units. Attached are the overall budget estimates for various stages of the project, including a budgetary breakdown of the site acquisition cost/special assessments (refer to the Real Estate Purchase contract & Title Document) and the site preparation estimate (refer to Extreme Excavating budgetary estimate). Additionally, the plumbing service estimate is provided (refer to SBB Engineering budgetary estimate).

According to the Extreme Excavation estimate, site preparation will cost \$377,149.50. The estimate for the installation of sewer and water service lines is \$60,000. The site acquisition will amount to \$397,500.00, with remaining special assessments totaling \$13,939.07. The combined total of these estimates equals \$848,588.57, which is the amount sought for reimbursement.



# Extreme Excavation

2235 NE 74TH ST

Meriden KS 66512

extremexcavation@gmail.com

Date	Estimate #
5/26/2024	440

Name / Address
Walker Bassett / Rich Bassett

Project
---------

North Topeka subdivision				
Description	Qty	Unit	Rate	Total
Public sidewalk City of Topeka 6" thru driveway and 4" everywhere else Greenwood CT 1283 8th St 2520 Vail Ct 1744	5,547	sq ft	8.50	47,149.50
Excavation Allowance basement build site	3		30,000.00	90,000.00
Excavation Allowance slab each	12		20,000.00	240,000.00
<b>Total</b>				\$377,149.50



## Plumbing Estimate

June 19, 2024

Walker Bassett

Re: **Meier's Place Subdivision – New Home Construction Plumbing Service Estimate**

Walker,

Upon evaluation of our past projects and an independent plumbing contractor's estimate, we have determined the following estimate. This estimate is to install the sanitary sewer service line and install the water service line with meter per residence.

**Per Residence Estimate = \$ 4,000**

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,  
**SBB Engineering, LLC**

  
Patrick Leo LaFontaine, PS

**SBB Engineering, LLC**

785.215.8630 | 785.215.8634 (F) | [www.sbbeng.com](http://www.sbbeng.com) | 101 South Kansas Avenue | Topeka, Kansas 66603  
785.260.2805 | 3705 Clinton Parkway Ste. 202 | Lawrence, Kansas 66047

## REAL ESTATE OPTION TO PURCHASE CONTRACT

**THIS CONTRACT** (also referred to as “**Option**”) made on the 26<sup>th</sup> day of April 2024, between **Six Zero, Inc.**, called the Seller or Owner, and **Gen III Construction & Development LLC**, called the Purchaser or Buyer.

1. Seller, in consideration of the reciprocal promises expressed in this agreement, grants to Purchaser an *exclusive and irrevocable* option to purchase the premises (together or individually) known as **Lots 1,2,4,5,6,7,8, and 9, Block A, Meier’s Place Subdivision, in the City of Topeka, Shawnee County, Kansas. And Lots 1,2,3,9,10,11, and 12, Block E Meier’s Place Subdivision, in the City of Topeka, Shawnee County, Kansas** (collectively the “**15 Lots**”).
2. Purchaser may exercise this Option in whole, individually, or in multiples in regard to the individual lots, at different periods prior to the expiration of this Option.
3. Unless otherwise extended in writing, this option shall expire Forty-Two (42) Months after May 1<sup>st</sup>, 2024 (the “**Option Period**”). If the Purchaser fails to exercise the Option by such time and date, the Option will automatically terminate.
4. This option shall be exercised by the Purchaser sending Seller written notice of his intention to so exercise. The notice shall be sent by mail or e-mail, from the Purchaser to the Seller. This agreement shall constitute a **contract of sale** between the parties upon receipt of notice.

### **Address or Email for Sellers Notice:**

- Six Zero, Inc., 2828 NW Button Road, Topeka KS 66618; Or,
- Attn: Drew Switzky, Six Zero, Inc. President; Dswitzky@hmcinc.net

5. The total purchase price of the 15 Lots is **Three Hundred Ninety Seven Thousand Five Hundred Dollars (\$397,500.00)**, equaling **Twenty Six Thousand Five Hundred Dollars (\$26,500.00)** per individual lot (the “**Individual Lot Price**”).

Whereas Purchaser will pay Seller per lot in accordance with the below schedule:

- a. A payment of **Seventeen Thousand Six Hundred Dollars (\$17,600.00)** per individual lot (the “**Initial Payment**”) due upon Closing (as defined in Paragraph 12); and a
- b. Final Payment (Individual Lot Price less Initial Payment) of **Eight Thousand Nine Hundred Dollars (\$8,900.00)** will be due to Seller from Purchaser upon closing of Purchaser’s newly constructed home on the specific lot to a third party, not in this Option.

Purchaser will deliver acceptable funds to Kansas Secured Title at closing.

6. Seller shall convey marketable title by general warranty deed to be delivered free of all liens and encumbrances.
7. During the Option Period, Purchaser shall pay for all title work and closing costs applicable to this Option, any property taxes/special tax assessments due on the 15 Lots, and any maintenance of said lots during this period.
8. Seller shall pay Purchaser \$9,002.04 for the credits received toward Special Taxes and Escrow Deposit in the Sales Contract dated February 23, 2024 (the “**Original Sales Contract**”).

Purchaser will reimburse Seller in the amount of \$3,421.00 for the closing costs and loan fees incurred in the closing of the Original Sales Contract. Seller and Purchaser shall make these required payments upon closing of the Original Sales Contract.

9. Seller shall pay all contractors, laborers, materialmen or suppliers for all work done or material furnished to the above property prior to the closing of this Contract which might form the basis of a mechanic's lien. Seller shall indemnify and hold Purchaser harmless from any obligation for payment of any amounts by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this Contract.
10. Seller agrees to maintain until the closing of this Contract, all casualty insurance/Liability Insurance if applicable now in effect on the improvements, at which time said insurance shall be cancelled. In the event of loss or damage to the improvements prior to the closing of this Contract, the proceeds of such insurance shall, at the option of Purchaser, be used to repair such damage or applied to reduce the purchase price. If such proceeds are inadequate to restore the improvements if applicable to substantially their same condition as before such loss or damage or in the event of an uninsured loss or filing of a condemnation petition to acquire all or any part of said real estate before the closing of this Contract, then this Contract may be canceled at the option of either Seller or Purchaser. In such event, Purchaser shall be entitled to the return of said earnest money deposit and this Contract will be of no further force or effect.
11. Seller agrees not to market this property to other potential Purchasers until this contract either closes, expires or is deemed null and void in writing between both Purchaser and Seller.
12. Unless additional time is required to provide marketable title, this Contract shall Close **30 days or sooner** after the acceptance of this Option to Purchase Contract (the "**Closing**"). Possession to be delivered to Purchaser on or before 5:00 p.m. on Closing.
13. Time is of the essence of this Contract. In the event Purchaser fails to comply with any of the terms of this Contract, then this Contract shall, at the option of the Seller, become null and void, and all rights of Purchaser hereunder shall then terminate, and all monies paid and improvements made hereunder shall then be retained by Seller as rent and as liquidated damages for said default by Purchaser. In such event, Seller shall be entitled to possession of said real estate, free of all right, title and interest of the Purchaser and all parties shall then be released from all further liability hereunder. If Seller does not exercise this option to terminate this Contract, Seller may require specific performance or exercise any other legal rights and remedies available to Seller under Kansas law. In the event the seller fails to comply with any of the terms of this contract, Purchaser at Purchasers option may require specific performance or exercise any other legal rights under Kansas Law.
14. Kansas Secured Title of Topeka is hereby designated as **Escrow and Title Agent** of both parties. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be delivered hereunder, shall be paid and delivered to said escrow agent, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance by the parties of all the terms of this Contract.
15. This offer is from Gen III Construction & Development, owned by Rich Bassett and Walker Bassett. Walker Bassett & Rich Bassett are licensed Real Estate Agents in the State of Kansas with BHHS First REALTORS. Seller and Buyer acknowledge that Real Estate Brokerage

Relationships Brochure have been furnished to them prior to entering into this Contract as prescribed by law.

This Contract shall extend to and become binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**THIS IS A LEGALLY BINDING CONTRACT;  
IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**

IN WITNESS WHEREOF, the parties have signed their names as of the day and year written below.

**PURCHASER/BUYER**

**SELLER/OWNER**

Sign: Walker Bassett  
dotloop verified  
04/26/24 4:25 PM CDT  
AFQC-P1HA-XOW9-8ON0

Sign: Drew Switzky  
dotloop verified  
04/26/24 4:28 PM CDT  
MBUQ-KD0Y-6U6W-OCSY

**Gen III Construction &  
Development LLC, Managing Member**

**Six Zero, Inc., President**

Date: 04/26/2024

Date: 04/26/2024

File No.: SN063448



Kansas Secured Title, Inc. - Fairlawn  
3497 SW Fairlawn Road  
Topeka, Kansas 66614  
Phone: 785-271-9352 Fax: 785-272-4984

**Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

<b>KST File SN063448</b>	Loan No.	Customer File
<b>Your Closer is:</b>		
<b>Jenny Bolejack</b>		<b>jbolejack@kstitle.com</b>
If KST is to handle closing and a closer is not listed please contact our office.		
<b>Your Title Officer is</b>		
<b>Chris Kline</b>	<b>785-217-9009</b>	<b>ckline@kstitle.com</b>
Buyer:	<b>Six Zero, Inc., a Kansas corporation</b>	
Seller:	<b>Eugene L. Meier</b>	
Property Address:	<b>1951 NW Lyman Rd Topeka, KS 66608</b>	
Property Address:	<b>1930/1926 NW Greenwood Ct Topeka, KS 66608</b>	

\*\*\*CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\*  
\*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\*

INFORMATION FROM THE COUNTY TAX RECORDS (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID [0962401014001000](#)

Taxes for 2023:

General Tax: \$1,491.02

Special Assessments: \$12,545.17

Total: \$14,036.19

2023 taxes are 1st half Delinquent, 2nd half due and payable. (includes additional property)

Tax ID [0962401015001000](#)

Taxes for 2023:

General Tax: \$5,457.74

Special Assessments: \$12,545.17

Total: \$18,002.91

2023 taxes are 1st half Delinquent, 2nd half due and payable. (includes additional property)

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Quit-Claim Deed from Meier Ready Mix aka Meier's Ready Mix, Inc., to Meier Brothers Rental, LLC, recorded October 27, 2009, in [Book 4751, Page 230](#).

Quit Claim Deed from Meier Brothers Rental, LLC, a Kansas limited liability company, to Eugene L. Meier, recorded July 17, 2012, in [Book 5013, Page 165](#)

Quitclaim Deed from Eugene L. Meier and Deloris I. Meier, husband and wife, to Eugene L. Meier and Deloris I. Meier, as joint tenants with rights of survivorship, recorded December 5, 2012, in [Book 5055, Page 114](#).

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

**E-RECORDING:** OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

**LOAN POLICY ENDORSEMENTS** ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

**CLOSING FUNDS,** pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check

**Specials:**

$\$12,545.17 + \$12,545.17 = \$25,090.34$  in specials over all 18 lots.

$\$25,090.34$  in specials over all 18 lots / 18 total lots =  $\$1,393.91$  per lot x 15 lots =

$\$20,908.62$  less specials credited at closing of  $\$6,969.55 = \$13,939.07$  remaining specials on the 15 lots.

## **EXHIBIT E**

Insert or attach here:

Attached is the projected time line of the Riverstone Subdivision development over the next two and a half (2 1/2) years.

# RIVERSTONE SUBDIVISION TIMELINE

*Estimated timeline of Riverstone Subdivision Project improvements ad progression*

<b>EST. TIME</b>	<b>EVENT</b>
<b>August 2024</b>	<ul style="list-style-type: none"><li>• Four (4) single family homes on Block E, Lots 1 and 2, and Block A, Lots 1 and 6 are started.</li><li>• Continue to build additional homes as they sell.</li></ul>
<b>August 2024 to December 2026</b>	<ul style="list-style-type: none"><li>• Development of the homes on all other lots is planned to commence and be finished by December 2026. Fifteen (15) single family homes are to be completed for the entirety of this project's goal.</li></ul>

## EXHIBIT F

Insert or attach here:

Gen III intends to use funding from Heritage bank to cover 80% of the home values based on the appraisal reports attached. The remaining 20% of funding will be covered by Gen III business funds.

Attached to this exhibit are the two appraisals for the floorplans on the current location of the lots being developed on. Given the similar qualities, square footage, and bedrooms, the first appraisal values the 3 slab floor plans equally at \$250,000. The basement floor plan is valued in the second appraisal attached at \$300,000.



# Heritage Bank

Brilliant banking.™

June 20, 2024

Gen III Construction & Development, LLC  
Walker Bassett and Richard Bassett  
2858 SW Villa West Street #4  
Topeka, KS 66614-5473

RE: Riverstone Subdivision project

Gentlemen:

I am pleased to send this letter to inform you that you have been pre-approved for real estate loans for the construction of single-family homes on the tract of land known as Riverstone Subdivision, located in the Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas. It is our understanding that fifteen homes will be the total number of homes to be built in this development.

The lending structure will be to finance the construction of four single family homes at one time to allow for efficiencies in construction to be utilized. It is anticipated the loan commitment for each home will be \$200,000 to \$240,000 with proceeds advanced during the construction phase based on progress of the build. Loans will be for twelve months in duration with interest payments based on the monthly balance of the loan. As homes are sold and loans paid, new loans will be originated to maintain the ongoing building of homes until the development is completed.

This is an advance pre-approval and is based on our review of current information provided to us and we reserve the right to review changes in your financial condition prior to the loan closing and funding. In addition, final approval(s) is subject to an acceptable appraisal of the homes to be constructed, acceptable loan to value ratio, satisfactory clear title and other requirements associated with this type of lending.

We look forward to working with you on this real estate development project. Please don't hesitate to contact me with any questions you may have.

Sincerely,

David Lesperance  
EVP & CCO

Moser Appraisals, LLC  
7529 SW Robinhood Ct,  
Topeka, KS 66614  
7852660600

---

06/14/2024

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS  
66614

RE: Property - 1931 NW Greenwood Ct  
Topeka, KS 66608-2215  
Borrower - Gen 111 Construction  
File No. - 1931GreenwoodCt  
Case No. -

Dear Heritage Bank

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

1931 NW Greenwood Ct, Topeka, KS 66608-2215

The purpose of this appraisal is to provide an opinion of the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 06/05/2024 is:

\$ 250,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Respectfully submitted,

Moser Appraisals, LLC



Jeffrey C. Moser  
KS Certification #174

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**APPRAISAL REPORT**

OF THE REAL PROPERTY LOCATED AT

1931 NW Greenwood Ct  
Topeka, KS 66608-2215

for

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS 66614

as of

06/05/2024

by

Jeffrey C. Moser  
7529 SW Robinhood Ct,  
Topeka, KS 66614

Moser Appraisals, LLC

Uniform Residential Appraisal Report

File # 1931GreenwoodCt

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **1931 NW Greenwood Ct** City **Topeka** State **KS** Zip Code **66608-2215**  
 Borrower **Gen 111 Construction** Owner of Public Record **Six Zero Inc** County **Shawnee**  
 Legal Description **Lot 11, Block E, Greenwood Ct, Farm View Fields**  
 Assessor's Parcel # **See attached** Tax Year **2024** R.E. Taxes \$ **Unknown**  
 Neighborhood Name **North Topeka** Map Reference **SFREP** Census Tract **7**  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ **0**  PUD HOA \$ **0**  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) **New Construction**  
 Lender/Client **Heritage Bank** Address **3024 SW Wanamaker, Topeka, KS 66614**  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). **The sites recently sold.**

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s) \_\_\_\_\_  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid: \_\_\_\_\_

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %		
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	10 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	60	Low	10	Multi-Family	5 %
Neighborhood Boundaries				The neighborhood is bordered by Highway 24 on the north, I70 on the south, K4 on the east, and Hwy 75 on the east.				300	High	100	Commercial	5 %
Neighborhood Description				The neighborhood is located north of downtown Topeka. The homes in the area vary in size and style. The subject is located in a new subdivision. Access to the entire city is average. No adverse neighborhood conditions apparent.				150	Pred.	65	Other	%

Market Conditions (including support for the above conclusions) The subjects market over the past year has been relatively stable. Marketing time and Exposure time is estimate to be 0-60 days. The average listing price to sale price ratio is 98% to 100%. Seller concessions are not prevalent in the current market. If seller concessions are paid, they are typically between 1%-4% of the contract price and cover closing costs, prepaid expenses, and inspection fees.

Dimensions **57.56Fx120LSx205.59Rx159.58RS** Area **18392 sf** Shape **Irregular** View **N;Res;Res**  
 Specific Zoning Classification **R1** Zoning Description **Residential**  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe  
**\*\*\* See Additional Comments \*\*\***

Utilities **Public** Other (describe) \_\_\_\_\_ **Public** Other (describe) \_\_\_\_\_ **Off-site Improvements--Type** **Public** **Private**

Electricity   Water   Street **Asphalt**    
 Gas   Sanitary Sewer   Alley **None**    
 FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone **X500L** FEMA Map No. **20177C0204E** FEMA Map Date **09/29/2011**  
 Are the utilities and off-site improvements typical for the market area?  Yes  No. If No, describe  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe  
**The site is typical for the market area. Utilities for the area are typical. There are no adverse site conditions apparent.**

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls <b>PC/Gd</b>		Floors <b>LVP-C/Gd</b>	
# of Stories <b>1</b>	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls <b>Frame/Gd</b>		Walls <b>DW/Gd</b>	
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area <b>0</b> sq. ft.	Roof Surface <b>Ashalt/Gd</b>		Trim/Finish <b>Wood/Gd</b>	
<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish <b>0</b> %	Gutters & Downspouts <b>Complete/Gd</b>		Bath Floor <b>LVP/Gd</b>	
Design (Style) <b>Ranch</b>	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type <b>D-H/Gd</b>		Bath Wainscot <b>F-O/Gd</b>	
Year Built <b>2024</b>	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated <b>Yes/Gd</b>		Car Storage <input type="checkbox"/> None	
Effective Age (Yrs) <b>0</b>	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens <b>Yes/Gd</b>		<input checked="" type="checkbox"/> Driveway # of Cars <b>2</b>	
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	Woodstove(s) # <b>0</b>	Driveway Surface <b>Concrete</b>	
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel <b>Gas</b>	Fireplace(s) # <b>0</b>	Fence <b>None</b>	<input checked="" type="checkbox"/> Garage # of Cars <b>2</b>	
Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck <b>Patio</b>	<input checked="" type="checkbox"/> Porch <b>Front</b>	Carport # of Cars <b>0</b>	
Finished <input type="checkbox"/> Heated	Individual <input type="checkbox"/> Other	Pool <b>None</b>	Other <b>None</b>	<input checked="" type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in	
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					
Finished area <b>above</b> grade contains: <b>6</b> Rooms <b>3</b> Bedrooms <b>2.0</b> Bath(s) <b>1,253</b> Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.) <b>Patio, Porch</b>					

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C1;No updates in the prior 15 years;The appraisal is made subject to completion per plans and specifications. The subject is built on a slab with no basement.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe \_\_\_\_\_

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe \_\_\_\_\_

**Uniform Residential Appraisal Report**

File # 1931GreenwoodCt

There are <b>4</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>200,000</b> to \$ <b>320,000</b>				
There are <b>32</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>200,000</b> to \$ <b>320,000</b>				
<b>FEATURE</b>	<b>SUBJECT</b>	<b>COMPARABLE SALE # 1</b>	<b>COMPARABLE SALE # 2</b>	<b>COMPARABLE SALE # 3</b>
1931 NW Greenwood Ct	3237 SE Downing Dr	7124 SW 17th Terr	1171 SW Seabrook Ave	
Address Topeka, KS 66608-2215	Topeka, KS 66605	Topeka, KS 66615-1163	Topeka, KS 66604	
Proximity to Subject	7.25 miles SE	6.15 miles SW	3.22 miles S	
Sale Price	\$ 305,000	\$ 239,000	\$ 235,000	
Sale Price/Gross Liv. Area	\$ 213.59 sq. ft.	\$ 184.41 sq. ft.	\$ 187.55 sq. ft.	
Data Source(s)	MLS #230022;DOM 57	MLS #233541;DOM 9	MLS#231762;DOM 55	
Verification Source(s)	Shawnee County Appraiser	Shawnee County/Appr Files	Shawnee County Appraiser	
<b>VALUE ADJUSTMENTS</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>+(-)\$ Adjustment</b>
Sale or Financing	ArmLth	ArmLth	ArmLth	
Concessions	Cash:0	Conv:0	Conv:0	
Date of Sale/Time	s12/23;c09/23	s05/24;c04/24	s01/24;c01/24	
Location	N;Res;Res	N;Res;Res	N;Res;Res	
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Site	18392 sf	11097 sf	11280 sf	6900 sf
View	N;Res;Res	N;Res;Res	N;Res;Res	
Design (Style)	DT1;Ranch	DT1;Ranch	DT1;Ranch	
Quality of Construction	Q3	Q3	Q3	
Actual Age	0	0	15	0
Condition	C1	C1	C3	+10,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 2.0	6 3 2.0	6 3 2.0	6 3 2.0
Gross Living Area	1,253 sq. ft.	1,428 sq. ft.	1,296 sq. ft.	1,253 sq. ft.
Basement & Finished	0sf	0sf	0sf	0sf
Rooms Below Grade	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o
Functional Utility	Good	Good	Good	Good
Heating/Cooling	FA / Central	FA / Central	FA / Central	FA / Central
Energy Efficient Items	Insulation	Insulation	Insulation	Insulation
Garage/Carport	2ga2dw	2ga2dw	2ga2dw	2ga2dw
Porch/Patio/Deck	Porch, Patio	Porch, Patio	Porch, Patio	Porch, Patio
	None	None	None	None
	None	None	None	None
Net Adjustment (Total)		\$ -5,000	\$ 10,000	\$ 0
Adjusted Sale Price	Net Adj. 1.64 %	Net Adj. 4.18 %	Net Adj. 0.00 %	
of Comparables	Gross Adj. 1.64 % \$ 300,000	Gross Adj. 4.18 % \$ 249,000	Gross Adj. 0.00 % \$ 235,000	

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain 0

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.  
 Data Source(s) MLS, Shawnee County  
 My research  did  did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.  
 Data Source(s) MLS, Shawnee County Appraiser

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/01/2024			
Price of Prior Sale/Transfer	\$330,000			
Data Source(s)	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County
Effective Date of Data Source(s)	06/05/2024	06/05/2024	06/05/2024	06/05/2024

Analysis of prior sale or transfer history of the subject property and comparable sales The previous sale is for the entire subdivision site is in.

Summary of Sales Comparison Approach The appraiser searched the subjects neighborhood boundaries and competing market areas in Topeka MLS and Shawnee County Appraiser for homes similar to the subject in site, size, age, style, condition, and location. The comparables indicate a range in value from \$235,000 to \$300,000. Most emphasis is placed on Sales #2 and #3, with support from Sale #1.

Indicated Value by Sales Comparison Approach \$ **250,000**  
 Indicated Value by: Sales Comparison Approach \$ **250,000** Cost Approach (if developed) \$ **249,253** Income Approach (if developed) \$

The final opinion of market value is based on the sales comparison approach. The income approach was not necessary in developing a credible opinion of market value and the scope of work/intended use did not require these approaches.

This appraisal is made  "as is,"  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Subject to completion per plans and specifications.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **250,000**, as of **06/05/2024**, which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File # 1931GreenwoodCt

The Intended User of this appraisal report is the Lender. No additional Users are identified by the appraiser.

The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

The data contained in the attached appraisal report has been compiled by the appraiser from the following sources: 1. Inspection and research of the subject property to identify dimensions, nature of construction, physical condition, and any other physical, functional or external factors. 2. Research of municipal offices and registry of deeds to identify assessments, transfer activity, site parameters, and other pertinent factors. 3. Contact with appropriate real estate brokers, developers, managers, appraisers, and other knowledgeable sources to identify relevant market data such as comparable sales, comparable rents, vacancy rents, depreciation rents, operating cost, and any trends that may influence such as economic or demographic trends. The amount and type of information researched and the analysis applied in this assignment conforms with the expectations of participants in this market for the same or similar appraisal services and is what the appraiser's peers' actions would be in performing the same or a similar assignment in compliance with the Uniform Standards of Professional Practice except as noted.

**DEFINITION OF INSPECTION:** The term "Inspection", used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation system, or subfloor. The appraiser is not an expert at determining if a property has mold. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested. Houses built prior to 1978 may contain lead based paint. The appraiser is not qualified to detect such hazardous substances or conditions. Lead based paint may require a certified contractor for removal or special containment. It is recommended that the client retain an expert to fully evaluate any environmental concerns, if desired. The appraiser is not qualified to detect specific hazardous substances or conditions. The presence of adverse materials or naturally occurring substances such as mold/mildew, asbestos, lead based paint, and/or any other unseen or existing hazardous materials may affect the value of this property. The value opinion is predicated on the extraordinary assumption that there is no such material(s) on or nearby the property.

I have services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)  
Site Value is based on previous appraisal completed on subject sites.

ESTIMATED	<input type="checkbox"/> REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE.....	= \$ 25,000
Source of cost data	Marshall Swift/Corelogic		Dwelling 1,253 Sq. Ft. @ \$ 142.50	= \$ 178,553
Quality rating from cost service	Gd-Av	Effective date of cost data 03/24	Sq. Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Patio, Porch	20,000
The cost approach value is for the lender only and not to be used for insurance purposes.			Garage/Carport 460 Sq. Ft. @ \$ 45.00	= \$ 20,700
			Total Estimate of Cost-New	= \$ 219,253
			Less Physical Functional External	
			Depreciation	= \$( )
			Depreciated Cost of Improvements.....	= \$ 219,253
			'As-is' Value of Site Improvements.....	= \$ 5,000
Estimated Remaining Economic Life (HUD and VA only) 60 Years			Indicated Value By Cost Approach.....	= \$ 249,253

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion

Does the project contain any multi-dwelling units?  Yes  No Data Source(s)

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
Name Jeffrey C. Moser  
Company Name Moser Appraisals, LLC  
Company Address 7529 SW Robinhood Ct,  
Topeka, KS 66614  
Telephone Number 7852660600  
Email Address mosh@cox.net  
Date of Signature and Report 06/14/2024  
Effective Date of Appraisal 06/05/2024  
State Certification # 174  
or State License # \_\_\_\_\_  
or Other \_\_\_\_\_ State # \_\_\_\_\_  
State KS  
Expiration Date of Certification or License 06/30/2024

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

ADDRESS OF PROPERTY APPRAISED  
1931 NW Greenwood Ct  
Topeka, KS 66608-2215  
APPRaised VALUE OF SUBJECT PROPERTY \$ 250,000  
LENDER/CLIENT  
Name No AMC  
Company Name Heritage Bank  
Company Address 3024 SW Wanamaker  
Topeka, KS 66614  
Email Address \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property  
 Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

USPAP Compliance Addendum

File No. 1931GreenwoodCt

Borrower/Client <u>Gen 111 Construction</u>	
Property Address <u>1931 NW Greenwood Ct</u>	
City <u>Topeka</u>	County <u>Shawnee</u> State <u>KS</u> Zip Code <u>66608-2215</u>
Lender/Client <u>Heritage Bank</u>	

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

**PRIOR SERVICES**

- I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I have NOT made a personal inspection of the property that is the subject of this report.
- I HAVE made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

None

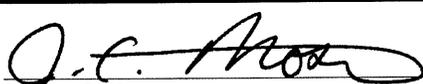
**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: None

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 90 day(s).

**APPRAISER SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature 	Signature _____
Name <u>Jeffrey C. Moser</u>	Name _____
Date of Signature <u>06/14/2024</u>	Date of Signature _____
State Certification # <u>174</u>	State Certification # _____
or State License # _____	or State License # _____
State <u>KS</u>	State _____
Expiration Date of Certification or License <u>06/30/2024</u>	Expiration Date of Certification or License _____
Effective Date of Appraisal <u>06/05/2024</u>	Supervisory Appraiser Inspection of Subject Property:
	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior

**ADDITIONAL COMMENTS**

Page 1

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Lender/Client Heritage Bank			

**Highest and Best Use**

The highest and best use of the subject is projected based upon location, physical characteristics, past and proposed uses, and applicable zoning. The highest and best use of the subject "as if vacant" is for residential construction. It is the most applicable use, the previous or proposed use, and the most profitable use of the site. Surplus land, if any, may be held as investment or agriculture as an interim utility. The highest and best use of the subject "as improved" is its current use. The improvements have remaining economic life; is the probable future use; is the current and previous use and is legally permissible by zoning or probable future zoning; appears to be financially feasible; and is the maximally productive use available to the subject. The Highest and Best Use of the subject, as revealed by my investigation, is that indicated "as improved."

**License / Certification**

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			

State of Kansas  
  
**Real Estate Appraisal Board**

*This is to certify that*

**Jeffrey C. Moser**

*has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a*

**Certified Residential Real Property Appraiser**

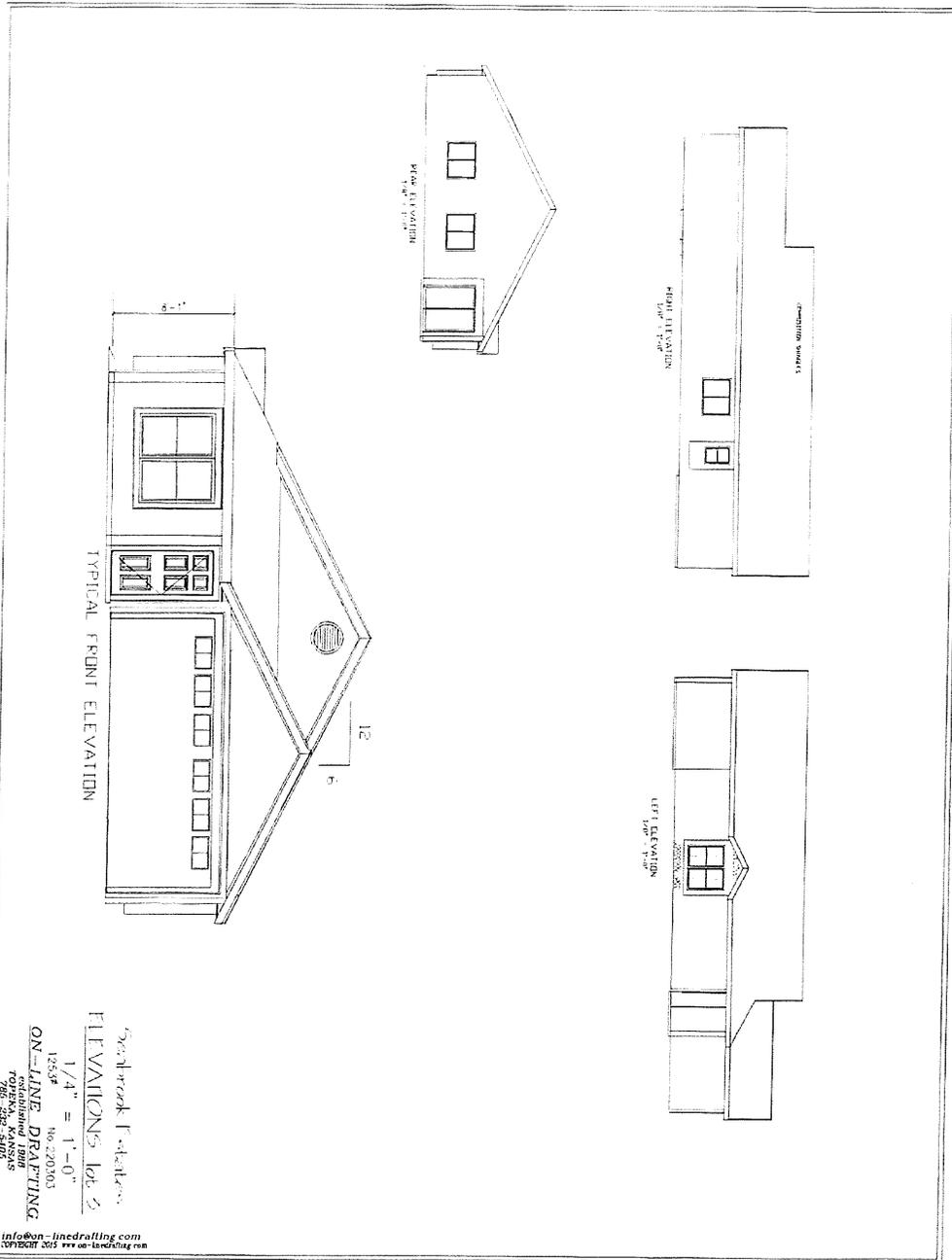
*in the State of Kansas*

License #: R-174  
 Effective Date: 07/01/2023  
 Expiration Date: 06/30/2024

  
 SCOTT BUR  
 KREAB Chairman

# Elevation

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



# Site Plan

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

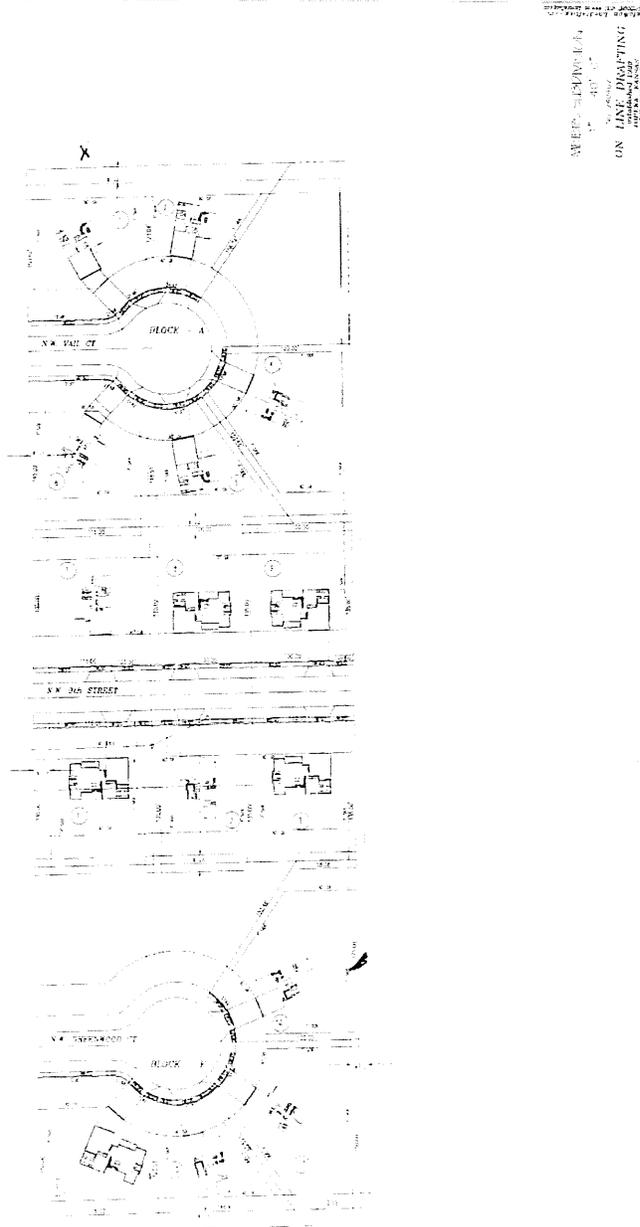
City Topeka

County Shawnee

State KS

Zip Code 66608-2215

Client Heritage Bank



**PHOTOGRAPH ADDENDUM**

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-2215

Client Heritage Bank

**COMPARABLE #1**3237 SE Downing Dr  
Topeka, KS 66605

Price	\$305,000
Price/SF	\$213.59
Date	s12/23;c09/23
Age	0
Room Count	6-3-2.0
Living Area	1,428
Value Indication	\$300,000

**COMPARABLE #2**7124 SW 17th Terr  
Topeka, KS 66615-1163

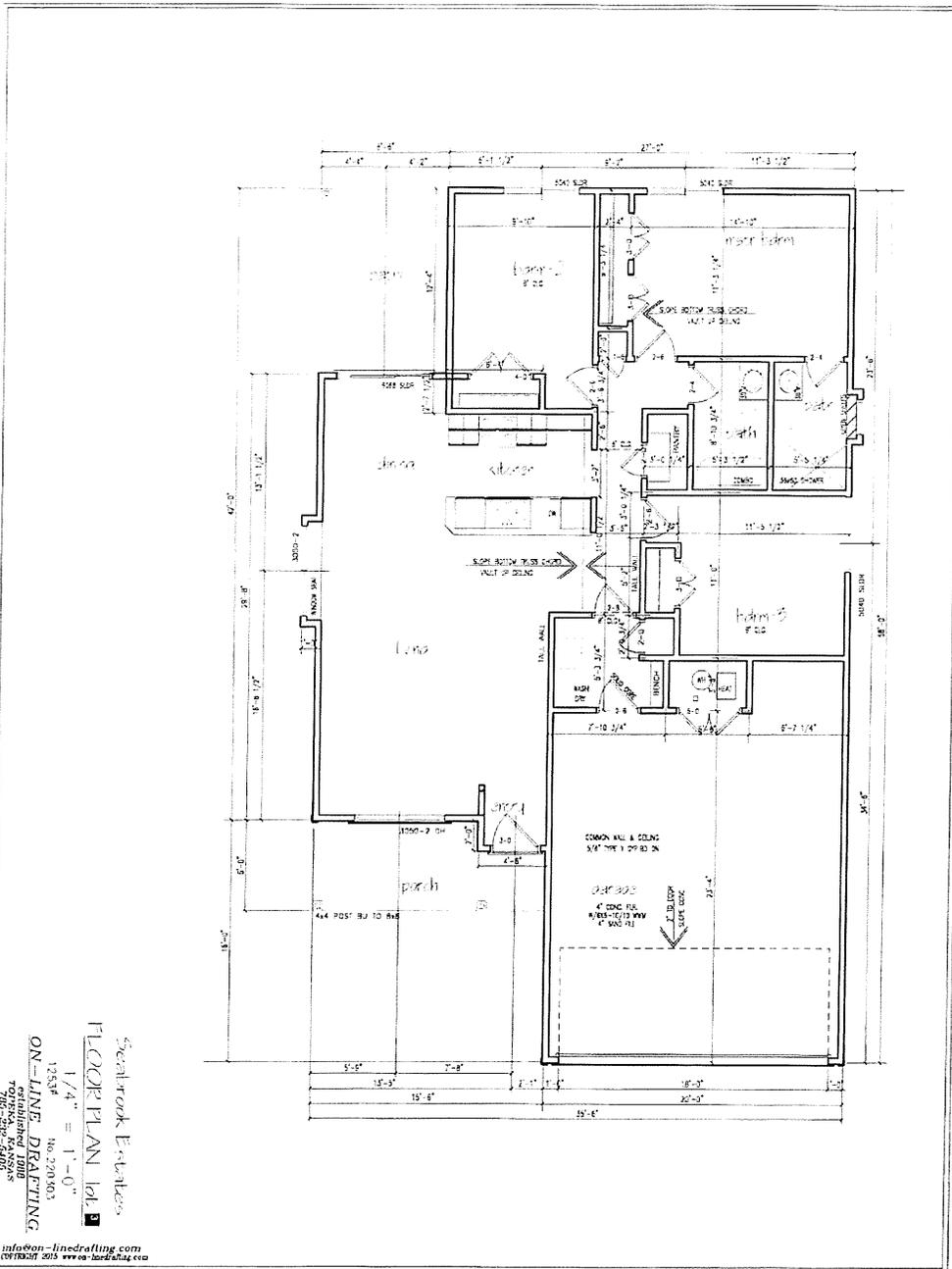
Price	\$239,000
Price/SF	\$184.41
Date	s05/24;c04/24
Age	15
Room Count	6-3-2.0
Living Area	1,296
Value Indication	\$249,000

**COMPARABLE #3**1171 SW Seabrook Ave  
Topeka, KS 66604

Price	\$235,000
Price/SF	\$187.55
Date	s01/24;c01/24
Age	0
Room Count	6-3-2.0
Living Area	1,253
Value Indication	\$235,000

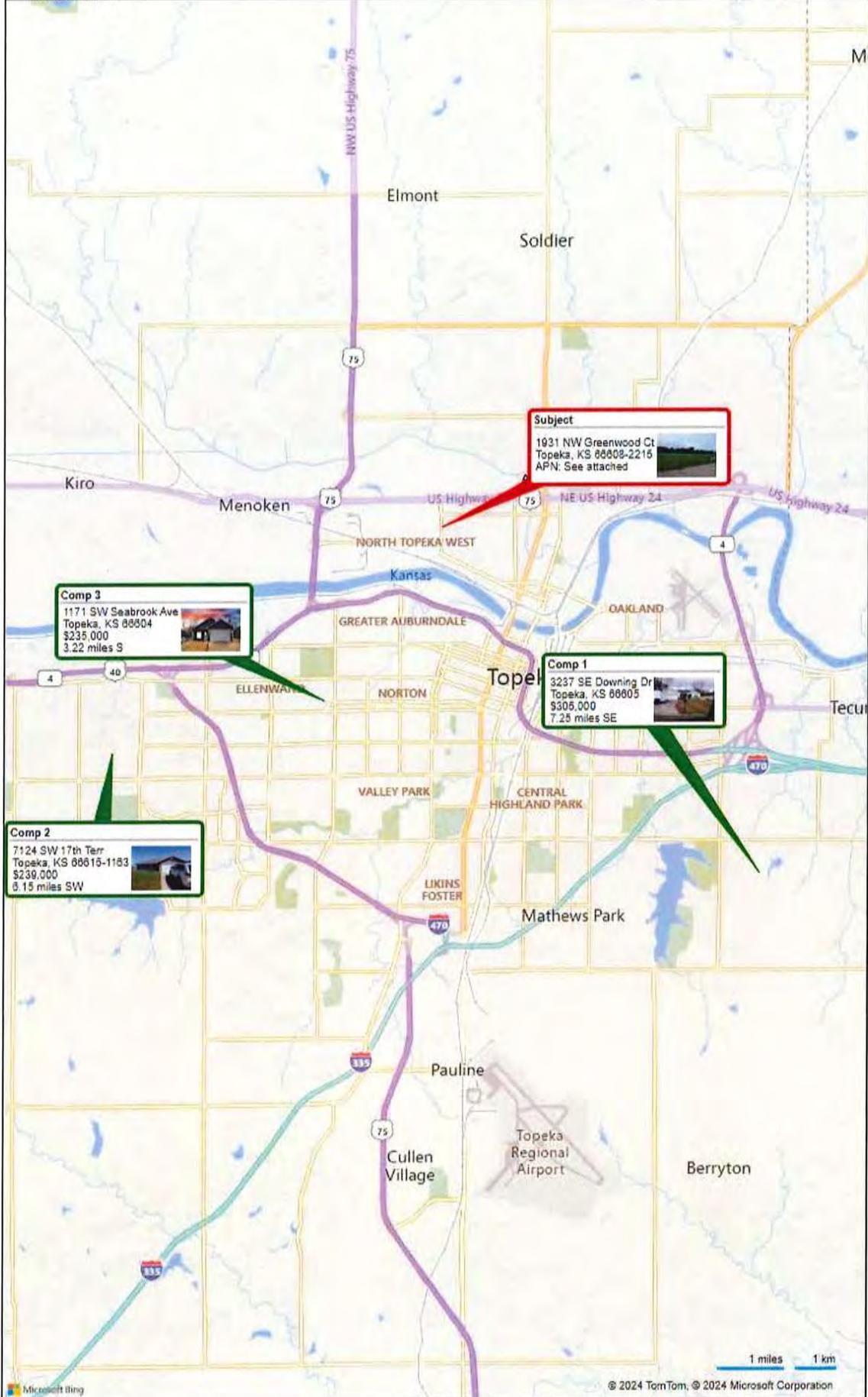
# SKETCH ADDENDUM

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



# LOCATION MAP

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



# FLOOD MAP

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



**Flood Zones**

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

**Flood Zone Determination**

**Latitude:** 39.085043  
**Longitude:** -95.693916  
**Community Name:**  
 TOPEKA, CITY OF  
**Community:** 205187  
**SFHA (Flood Zone):** No  
**Within 250 ft. of multiple flood zones:** No  
**Zone:** X500L  
**Panel:** 0204E  
**FIPS Code:** 20177

**Map #:** 20177C0204E  
**Panel Date:** 09/29/2011  
**Census Tract:** 7

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

# SITE PLAN

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-2215

Client Heritage Bank

Property Map



All map data subject to Shawnee County GIS data disclaimer: Parcel lines are not survey accurate and should not be used for legal purposes. SNCO GIS

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



**FRONT VIEW OF  
SUBJECT PROPERTY**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE OF  
SUBJECT PROPERTY**

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-2215

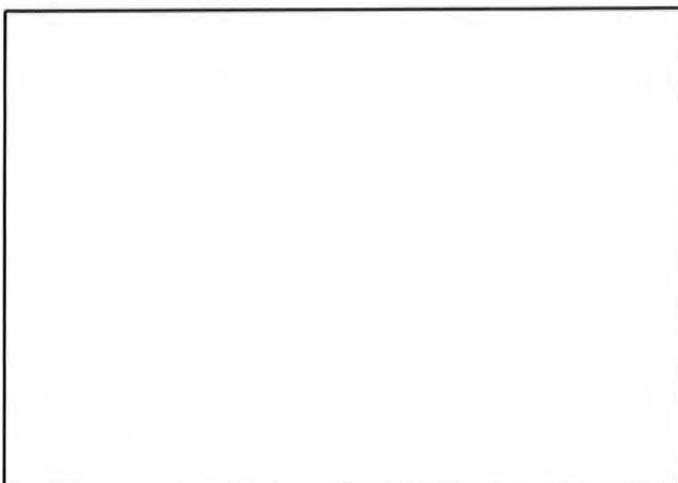
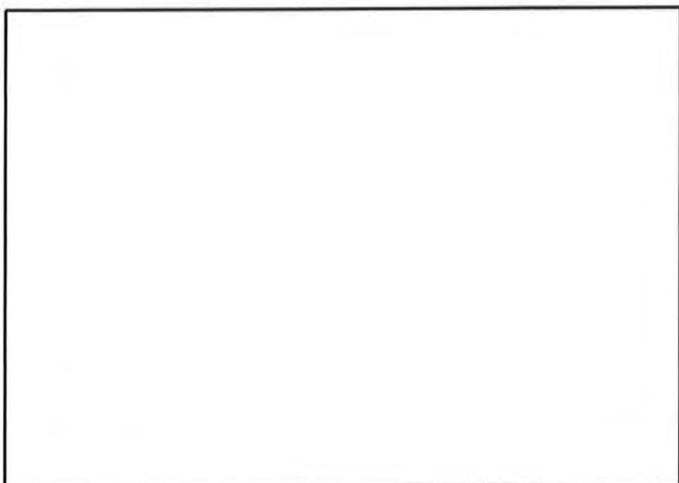
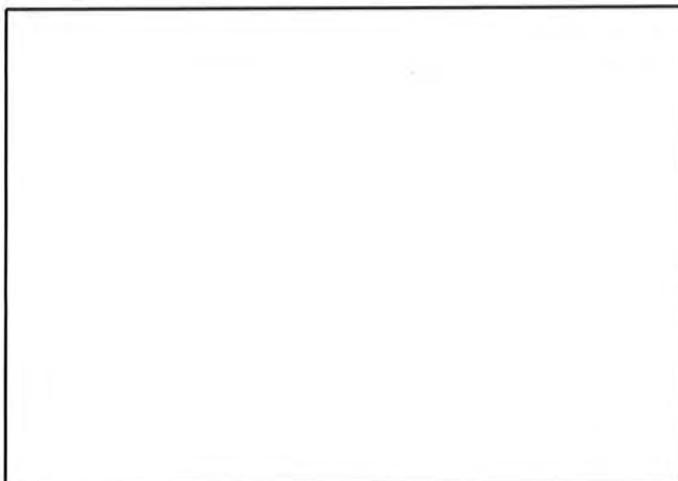
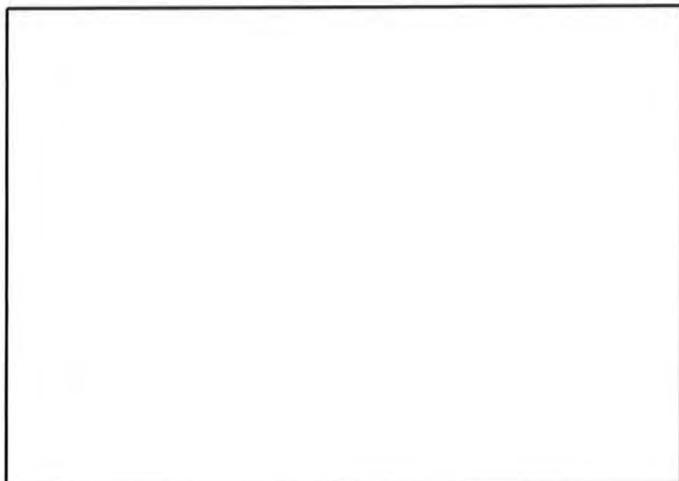
Client Heritage Bank



Street Scene



Site Plan



Borrower Gen 11 Construction  
 Property Address 1931 NW Greenwood Ct  
 City Topeka County Shawnee State KS Zip Code 66608-2215  
 Lender/Client Heritage Bank Address 3024 SW Wanamaker, Topeka, KS 66614

**Requirements - Condition and Quality Ratings Usage**

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

**Condition Ratings and Definitions**

**C1** - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

*\*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2** - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*\*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3** - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*\*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4** - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*\*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

**C5** - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*\*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6** - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*\*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**Quality Ratings and Definitions**

**Q1** - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

**Q2** - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q3** - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4** - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5** - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6** - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

**Definitions of Not Updated, Updated, and Remodeled**

**Not Updated** - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

**Updated** - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

**Remodeled** - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Requirements - Abbreviations Used in  
Data Standardization Text

Case No.  
File No. 1931GreenwoodCt

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GfCse	Golf Course	Location
GfVw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade



Moser Appraisals, LLC  
7529 SW Robinhood Ct,  
Topeka, KS 66614  
7852660600

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06/14/2024

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS  
66614

RE: Property - 2120 NW Vail Ct  
Topeka, KS 66608-1650  
Borrower - Gen 111 Construction  
File No. - 2120VailCt  
Case No. -

Dear Heritage Bank

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

2120 NW Vail Ct, Topeka, KS 66608-1650

The purpose of this appraisal is to provide an opinion of the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 06/05/2024 is:

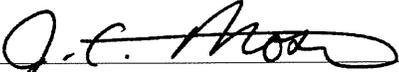
\$ 305,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Respectfully submitted,

Moser Appraisals, LLC

  
Jeffrey C. Moser  
KS Certification #174

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**APPRAISAL REPORT**

OF THE REAL PROPERTY LOCATED AT

2120 NW Vail Ct  
Topeka, KS 66608-1650

for

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS 66614

as of

06/05/2024

by

Jeffrey C. Moser  
7529 SW Robinhood Ct,  
Topeka, KS 66614

Moser Appraisals, LLC

**Uniform Residential Appraisal Report**

File # 2120VailCt

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **2120 NW Vail Ct** City **Topeka** State **KS** Zip Code **66608-1650**  
 Borrower **Gen 111 Construction** Owner of Public Record **Six Zero Inc** County **Shawnee**  
 Legal Description **Lot 1, Block A, Vail Ct, Farm View Fields**  
 Assessor's Parcel # **See attached** Tax Year **2024** R.E. Taxes \$ **Unknown**  
 Neighborhood Name **North Topeka** Map Reference **SFREP** Census Tract **7**  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ **0** PUD HOA \$ **0** per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) **New Construction**  
 Lender/Client **Heritage Bank** Address **3024 SW Wanamaker, Topeka, KS 66614**  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). **DOM 0;The sites recently sold.**

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s) \_\_\_\_\_

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid: \_\_\_\_\_

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %		
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	10 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	60	Low	10	Multi-Family	5 %
Neighborhood Boundaries <b>The neighborhood is bordered by Highway 24 on the north, I70 on the south, K4 on the east, and Hwy 75 on the east.</b>								300	High	100	Commercial	5 %
Neighborhood Description <b>The neighborhood is located north of downtown Topeka. The homes in the area vary in size and style. The subject is located in a new subdivision. Access to the entire city is average. No adverse neighborhood conditions apparent.</b>								150	Pred.	65	Other	%
Market Conditions (including support for the above conclusions) <b>The subjects market over the past year has been relatively stable. Marketing time and Exposure time is estimate to be 0-60 days. The average listing price to sale price ratio is 98% to 100%. Seller concessions are not prevalent in the current market. If seller concessions are paid, they are typically between 1%-4% of the contract price and cover closing costs, prepaid expenses, and inspection fees.</b>												
Dimensions <b>123.43Fx150.1LSx115Rx123RS</b>				Area <b>16278 sf</b>				Shape <b>Irregular</b>		View <b>N;Res;Res</b>		
Specific Zoning Classification <b>R1</b>				Zoning Description <b>Residential</b>								
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)												
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe												
*** See Additional Comments ***												

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone <b>X500L</b> FEMA Map No. <b>20177C0204E</b> FEMA Map Date <b>09/29/2011</b>							
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If No, describe							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
<b>The site is typical for the market area. The subject site is a corner site. Utilities for the area are typical. There are no adverse site conditions apparent.</b>							

General Description		Foundation		Exterior Description		Interior	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	<b>PC/Gd</b>	Floors	<b>LVP-C/Gd</b>
# of Stories	<b>1</b>	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	<b>Frame/Gd</b>	Walls	<b>DW/Gd</b>
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area	<b>1,082 sq. ft.</b>	Roof Surface	<b>Ashalt/Gd</b>	Trim/Finish	<b>Wood/Gd</b>
	<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	<b>90 %</b>	Gutters & Downspouts	<b>Complete/Gd</b>	Bath Floor	<b>LVP/Gd</b>
Design (Style)	<b>Ranch</b>	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump		Window Type	<b>D-H/Gd</b>	Bath Wainscot	<b>F-O/Gd</b>
Year Built	<b>2024</b>	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	<b>Yes/Gd</b>	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs)	<b>0</b>	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	<b>Yes/Gd</b>	Driveway # of Cars	<b>2</b>
Attic	<input type="checkbox"/> None	Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities		Woodstove(s) #	<b>0</b>
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other		Fuel	<b>Gas</b>	Fireplace(s) #	<b>0</b>	Fence	<b>None</b>
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle		Cooling	<input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	<b>Patio</b>	<input checked="" type="checkbox"/> Porch	<b>Front</b>
<input type="checkbox"/> Finished <input type="checkbox"/> Heated		Individual	<input type="checkbox"/> Other	Pool	<b>None</b>	Other	<b>None</b>
Appliances	<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave			Washer/Dryer		Other (describe)	
Finished area <b>above</b> grade contains: <b>5</b> Rooms <b>2</b> Bedrooms <b>2.0</b> Bath(s) <b>1,082</b> Square Feet of Gross Living Area Above Grade							
Additional features (special energy efficient items, etc.) <b>Patio, Porch</b>							

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C1;No updates in the prior 15 years;The appraisal is made subject to completion per plans and specifications. The subject has a full basement finished with a family room, Office, 2 bedrooms, and bath.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe \_\_\_\_\_

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe \_\_\_\_\_

**Uniform Residential Appraisal Report**

File # 2120VailCt

There are <b>7</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>260,000</b> to \$ <b>349,000</b>					
There are <b>79</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>260,000</b> to \$ <b>349,000</b>					
<b>FEATURE</b>	<b>SUBJECT</b>	<b>COMPARABLE SALE # 1</b>	<b>COMPARABLE SALE # 2</b>	<b>COMPARABLE SALE # 3</b>	
2120 NW Vail Ct		4127 NW Walnut Rd	3417 NW Dawdy Dr	3931 NW Krysten St	
Address Topeka, KS 66608-1650		Topeka, KS 66618	Topeka, KS 66618	Topeka, KS 66618	
Proximity to Subject		2.48 miles NW	1.40 miles N	2.45 miles NW	
Sale Price	\$	\$ 337,500	\$ 349,000	\$ 310,000	
Sale Price/Gross Liv. Area	\$ sq. ft.	\$ 244.57 sq. ft.	\$ 267.23 sq. ft.	\$ 220.96 sq. ft.	
Data Source(s)		MLS#230907;DOM 24	MLS #230172;DOM 36	MLS#233703;DOM 2	
Verification Source(s)		Shawnee County Appraiser	Shawnee County Appraiser	Shawnee County Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing		ArmLth		ArmLth	
Concessions		Conv;0		VA;8725	-9,000
Date of Sale/Time		s11/23;c10/23		s09/23;c08/23	
Location	N;Res;Res	N;Res;Res		N;Res;Res	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	16278 sf	22368 sf	0	11310 sf	0
View	N;Res;Res	N;Res;Res		N;Res;Res	
Design (Style)	DT1;Ranch	DT1;Ranch		DT1;Ranch	
Quality of Construction	Q3	Q3		Q3	
Actual Age	0	28	0	33	0
Condition	C1	C3	+5,000	C3	+5,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	5 2 2.0	6 3 2.0	0	5 2 2.0	0
Gross Living Area	1,082 sq. ft.	1,380 sq. ft.	-9,000	1,306 sq. ft.	-7,000
Basement & Finished	1082sf973sfin	1380sf1350sfin	-6,000	1306sf1100sfwo	-2,000
Rooms Below Grade	1rr2br1.0ba0o	1rr2br0.1ba0o	+3,000	1rr1br1.0ba1o	0
Functional Utility	Good	Good		Good	
Heating/Cooling	FA / Central	FA / Central		FA / Central	
Energy Efficient Items	Insulation	Insulation		Insulation	
Garage/Carport	2ga2dw	2ga2dw		2ga2dw	
Porch/Patio/Deck	Porch, Patio	Porch, Deck	0	Porch, Deck	0
	None	Fireplace,SS	-5,000	Fence, Pool	-15,000
	None	Fence	-1,000	Fireplace	-1,000
	None	None		None	
Net Adjustment (Total)			\$ -13,000		\$ -29,000
Adjusted Sale Price		Net Adj. 3.85 %		Net Adj. 8.31 %	
of Comparables		Gross Adj. 8.59 %	\$ 324,500	Gross Adj. 11.17 %	\$ 320,000
				Gross Adj. 5.48 %	\$ 303,000

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain 0

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) MLS, Shawnee County

My research  did  did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) MLS, Shawnee County Appraiser

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/01/2024			
Price of Prior Sale/Transfer	\$330000			
Data Source(s)	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County
Effective Date of Data Source(s)	06/05/2024	06/05/2024	06/05/2024	06/05/2024

Analysis of prior sale or transfer history of the subject property and comparable sales The previous sale is for the entire subdivision site is in.

Summary of Sales Comparison Approach The appraiser searched the subjects neighborhood boundaries and competing market areas in Topeka MLS and Shawnee County Appraiser for homes similar to the subject in site, size, age, style, condition, and location. The comparables indicate a range in value from \$303,000 to \$325,000. Most emphasis is placed on Sale #3.

Indicated Value by Sales Comparison Approach \$ 305,000

Indicated Value by: Sales Comparison Approach \$ 305,000 Cost Approach (if developed) \$ 297,015 Income Approach (if developed) \$

The final opinion of market value is based on the sales comparison approach. The income approach was not necessary in developing a credible opinion of market value and the scope of work/intended use did not require these approaches.

This appraisal is made  "as is,"  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Subject to completion per plans and specifications.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 305,000, as of 06/05/2024, which is the date of inspection and the effective date of this appraisal.

**Uniform Residential Appraisal Report**

File # 2120VailCt

ADDITIONAL COMMENTS	The Intended User of this appraisal report is the Lender. No additional Users are identified by the appraiser.	
	The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form.	
	DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.	
	The data contained in the attached appraisal report has been compiled by the appraiser from the following sources: 1. Inspection and research of the subject property to identify dimensions, nature of construction, physical condition, and any other physical, functional or external factors. 2. Research of municipal offices and registry of deeds to identify assessments, transfer activity, site parameters, and other pertinent factors. 3. Contact with appropriate real estate brokers, developers, managers, appraisers, and other knowledgeable sources to identify relevant market data such as comparable sales, comparable rents, vacancy rents, depreciation rents, operating cost, and any trends that may influence such as economic or demographic trends. The amount and type of information researched and the analysis applied in this assignment conforms with the expectations of participants in this market for the same or similar appraisal services and is what the appraiser's peers' actions would be in performing the same or a similar assignment in compliance with the Uniform Standards of Professional Practice except as noted.	
	DEFINITION OF INSPECTION: The term "Inspection", used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation system, or subfloor. The appraiser is not an expert at determining if a property has mold. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested. Houses built prior to 1978 may contain lead based paint. The appraiser is not qualified to detect such hazardous substances or conditions. Lead based paint may require a certified contractor for removal or special containment. It is recommended that the client retain an expert to fully evaluate any environmental concerns, if desired. The appraiser is not qualified to detect specific hazardous substances or conditions. The presence of adverse materials or naturally occurring substances such as mold/mildew, asbestos, lead based paint, and/or any other unseen or existing hazardous materials may affect the value of this property. The value opinion is predicated on the extraordinary assumption that there is no such material(s) on or nearby the property.	
	I have services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.	
	<b>COST APPROACH TO VALUE (not required by Fannie Mae)</b>	
	Provide adequate information for the lender/client to replicate the below cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)	
	Site Value is based on previous appraisal completed on subject sites.	
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE..... =\$ 25,000
	Source of cost data Marshall Swift/Corelogic	Dwelling 1,082 Sq. Ft. @ \$ 142.50 .....=\$ 154,185
	Quality rating from cost service Gd-Av Effective date of cost data 03/24/2024	1,082 Sq. Ft. @ \$ 65.00 .....=\$ 70,330
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Patio, Porch 20,000
	The cost approach value is for the lender only and not to be used for insurance purposes.	Garage/Carport 500 Sq. Ft. @ \$ 45.00 .....=\$ 22,500
		Total Estimate of Cost-New .....=\$ 267,015
		Less Physical Functional External
		Depreciation .....= \$( )
		Depreciated Cost of Improvements..... =\$ 267,015
		'As-is' Value of Site Improvements..... =\$ 5,000
Estimated Remaining Economic Life (HUD and VA only) 60 Years	Indicated Value By Cost Approach..... =\$ 297,015	
INCOME	<b>INCOME APPROACH TO VALUE (not required by Fannie Mae)</b>	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM)	
PUD INFORMATION	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b>	
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached	
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
	Legal name of project	
	Total number of phases	Total number of units sold
	Total number of units rented	Total number of units for sale
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion	
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)	
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.	
	Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.	
Describe common elements and recreational facilities		

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
Name Jeffrey C. Moser  
Company Name Moser Appraisals, LLC  
Company Address 7529 SW Robinhood Ct,  
Topeka, KS 66614  
Telephone Number 7852660600  
Email Address mosh@cox.net  
Date of Signature and Report 06/14/2024  
Effective Date of Appraisal 06/05/2024  
State Certification # 174  
or State License # \_\_\_\_\_  
or Other \_\_\_\_\_ State # \_\_\_\_\_  
State KS  
Expiration Date of Certification or License 06/30/2024

ADDRESS OF PROPERTY APPRAISED  
2120 NW Vail Ct  
Topeka, KS 66608-1650  
APPRAISED VALUE OF SUBJECT PROPERTY \$ 305,000  
LENDER/CLIENT  
Name No AMC  
Company Name Heritage Bank  
Company Address 3024 SW Wanamaker  
Topeka, KS 66614  
Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property  
 Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

**USPAP Compliance Addendum**

File No. 2120VailCt

Borrower/Client <b>Gen 111 Construction</b>	
Property Address <b>2120 NW Vail Ct</b>	
City <b>Topeka</b>	County <b>Shawnee</b> State <b>KS</b> Zip Code <b>66608-1650</b>
Lender/Client <b>Heritage Bank</b>	

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

**PRIOR SERVICES**

- I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I have **NOT** made a personal inspection of the property that is the subject of this report.
- I **HAVE** made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

None

**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: None

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 90 day(s).

**APPRAISER SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

<p>Signature </p> <p>Name <u>Jeffrey C. Moser</u></p> <p>Date of Signature <u>06/14/2024</u></p> <p>State Certification # <u>174</u></p> <p>or State License # _____</p> <p>State <u>KS</u></p> <p>Expiration Date of Certification or License <u>06/30/2024</u></p> <p>Effective Date of Appraisal <u>06/05/2024</u></p>	<p>Signature _____</p> <p>Name _____</p> <p>Date of Signature _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p>Supervisory Appraiser Inspection of Subject Property:</p> <p><input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior</p>
---	---

**License / Certification**

Borrower/Owner Gen 111 Construction			
Property Address 2120 NW Vail Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-1650
Client Heritage Bank			

State of Kansas  
  
**Real Estate Appraisal Board**

*This is to certify that*

**Jeffrey C. Moser**

*has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a*

**Certified Residential Real Property Appraiser**

*in the State of Kansas*

License #: R-174  
 Effective Date: 07/01/2023  
 Expiration Date: 05/30/2024

  
 KREAB Chairman



**PHOTOGRAPH ADDENDUM**

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank

**COMPARABLE #1**4127 NW Walnut Rd  
Topeka, KS 66618

Price	\$337,500
Price/SF	\$244.57
Date	s11/23;c10/23
Age	28
Room Count	6-3-2.0
Living Area	1,380

Value Indication \$324,500

**COMPARABLE #2**3417 NW Dawdy Dr  
Topeka, KS 66618

Price	\$349,000
Price/SF	\$267.23
Date	s09/23;c08/23
Age	33
Room Count	5-2-2.0
Living Area	1,306

Value Indication \$320,000

**COMPARABLE #3**3931 NW Krysten St  
Topeka, KS 66618

Price	\$310,000
Price/SF	\$220.96
Date	s05/24;c04/24
Age	19
Room Count	6-3-2.0
Living Area	1,403

Value Indication \$303,000

# SKETCH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

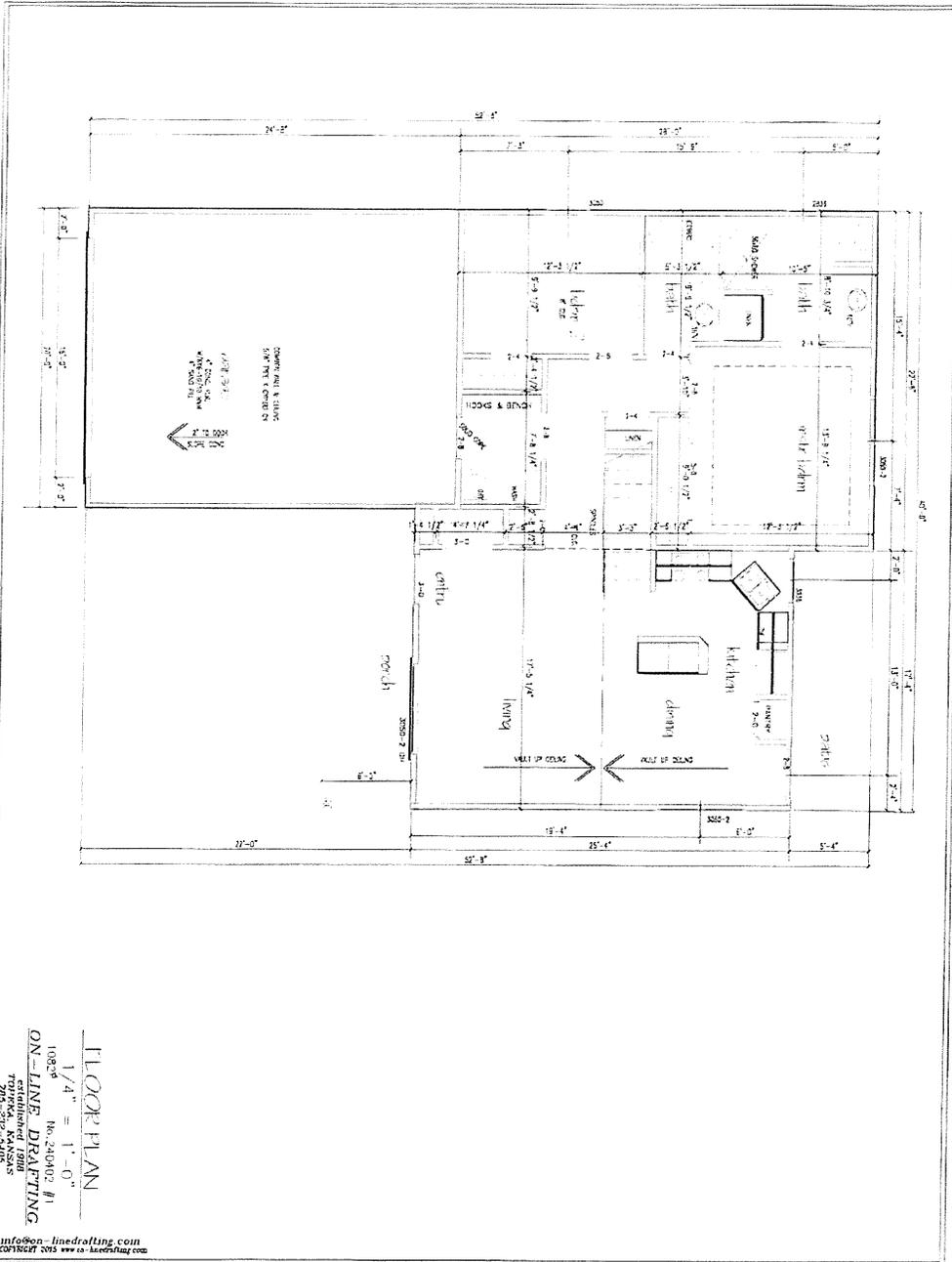
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

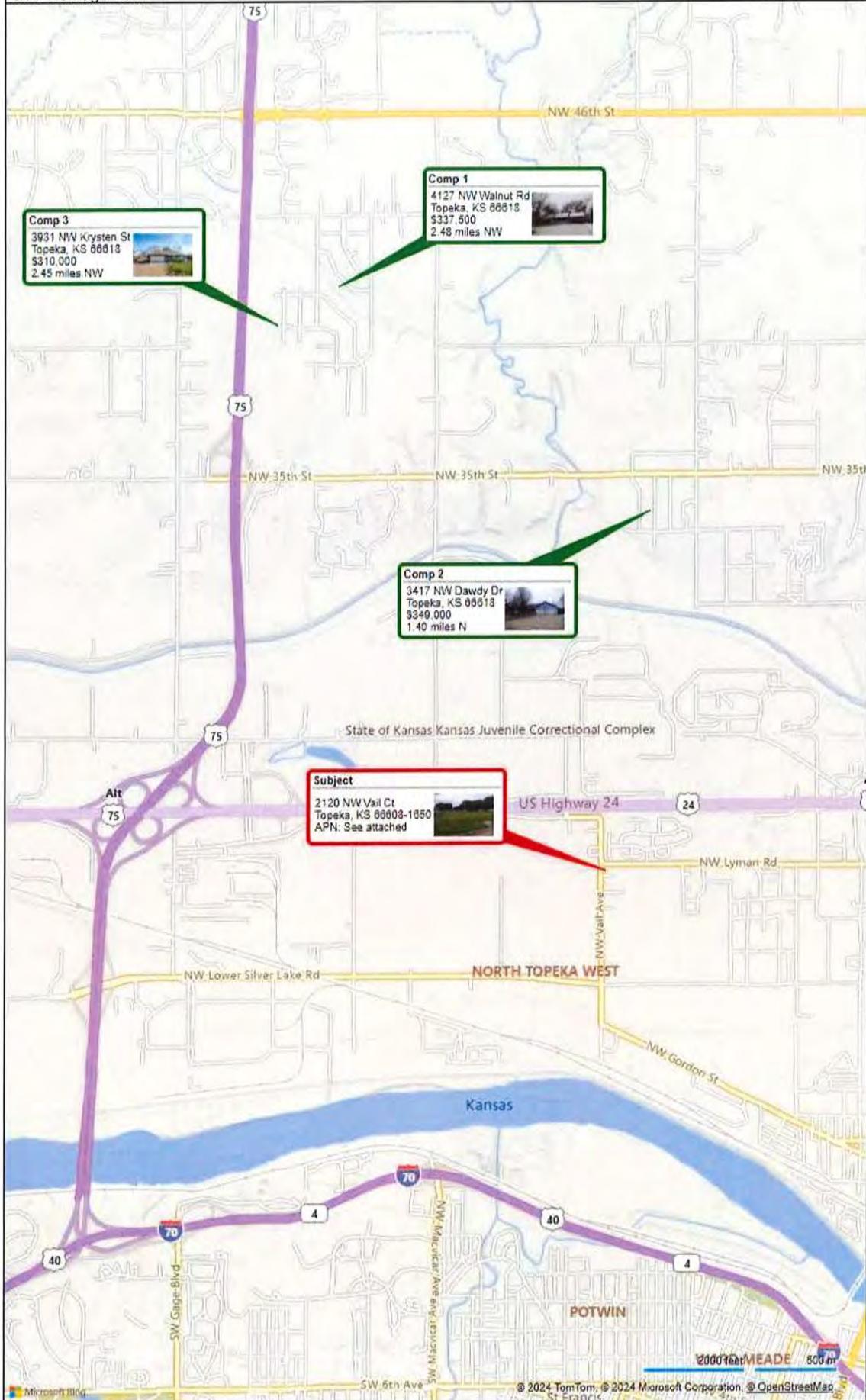
Client Heritage Bank



LOOK PLAN  
 1/4" = 1'-0"  
 108<sup>th</sup> No. 240402 #1  
 ON-LINE DRAFTING  
 established 1988  
 705-212-9405

# LOCATION MAP

Borrower/Owner Gen 111 Construction				
Property Address 2120 NW Vail Ct				
City Topeka	County Shawnee	State KS	Zip Code 66608-1650	
Client Heritage Bank				



**Comp 3**  
 3931 NW Krysten St  
 Topeka, KS 66618  
 \$310,000  
 2.45 miles NW



**Comp 1**  
 4127 NW Walnut Rd  
 Topeka, KS 66618  
 \$337,500  
 2.48 miles NW



**Comp 2**  
 3417 NW Dawdy Dr  
 Topeka, KS 66618  
 \$349,000  
 1.40 miles N

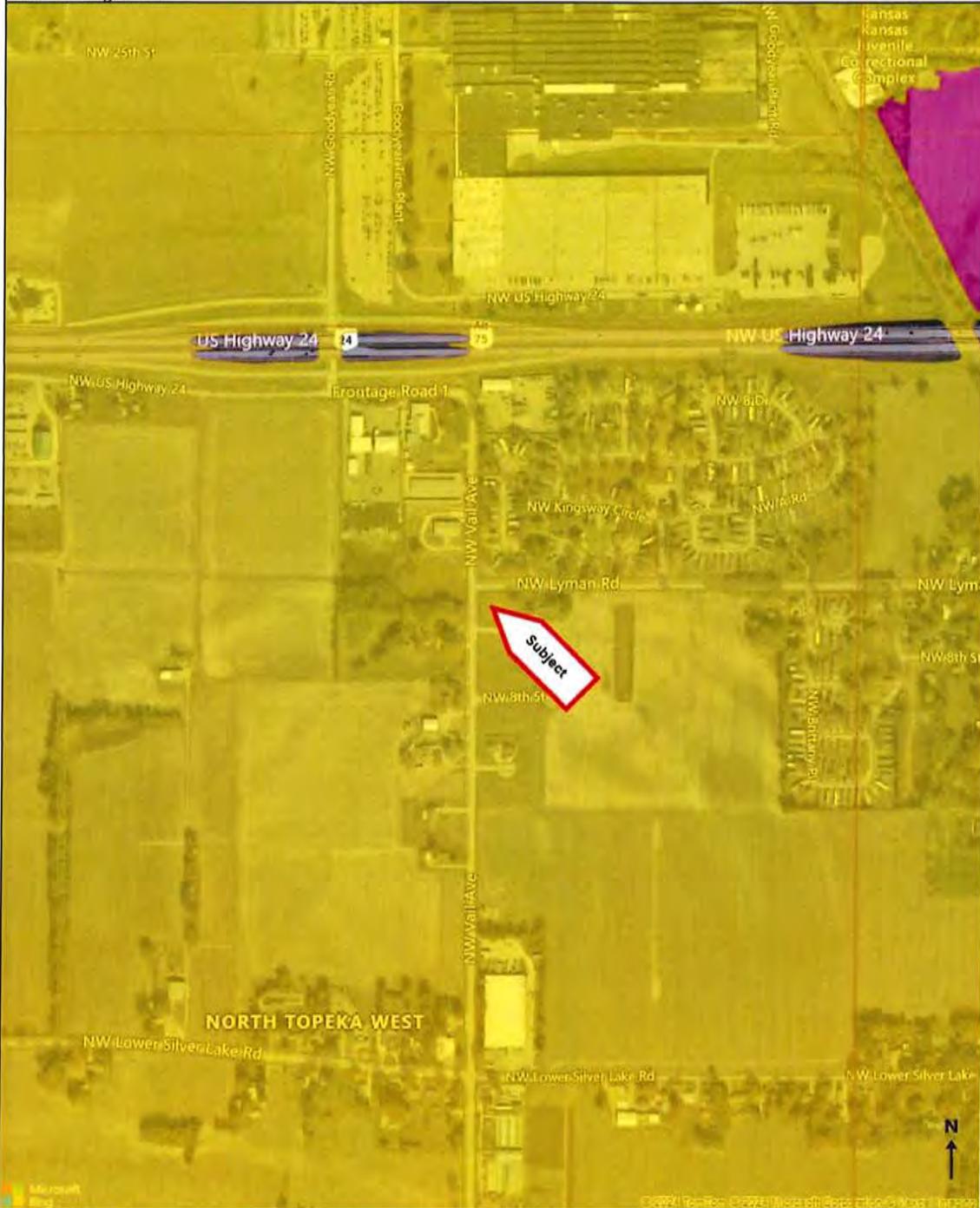


**Subject**  
 2120 NW Vail Ct  
 Topeka, KS 66608-1650  
 APN: See attached



# FLOOD MAP

Borrower/Owner Gen 111 Construction			
Property Address 2120 NW Vail Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-1650
Client Heritage Bank			



### Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

### Flood Zone Determination

Latitude: 39.087352

Longitude: -95.693890

Community Name:

TOPEKA, CITY OF

Community: 205187

SFHA (Flood Zone): No

Within 250 ft. of multiple flood zones: No

Zone: X500L

Map #: 20177C0204E

Panel: 0204E

Panel Date: 09/29/2011

FIPS Code: 20177

Census Tract: 7

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

# SITE PLAN

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

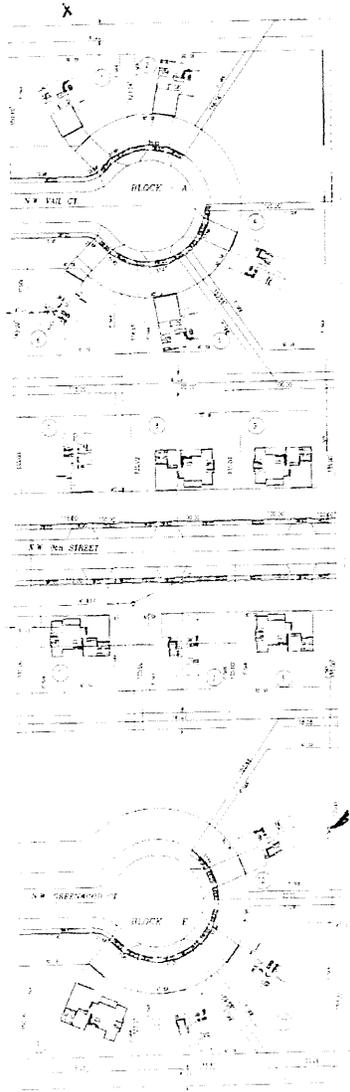
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank



PROJECT: 2120 VAIL CT  
DATE: 11/11/11  
SCALE: AS SHOWN  
ON LINE DRAFTING  
PROJECT NO. 2120  
DATE: 11/11/11

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank



**FRONT VIEW OF  
SUBJECT PROPERTY**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE OF  
SUBJECT PROPERTY**

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

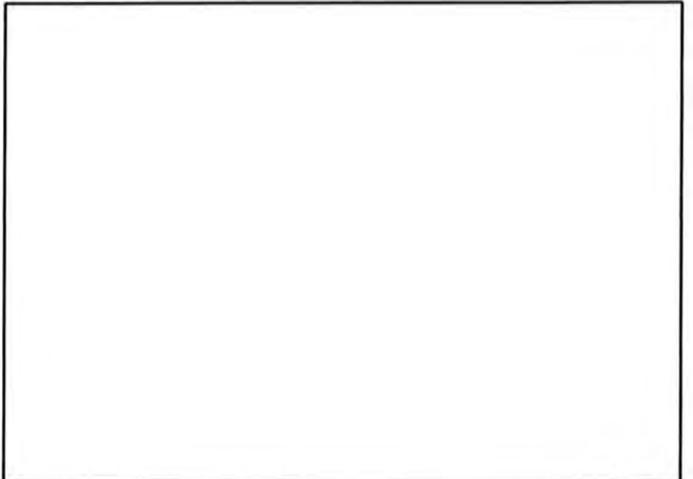
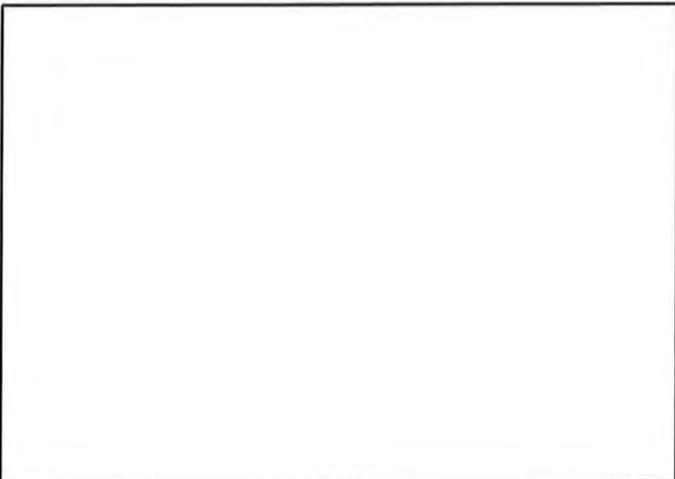
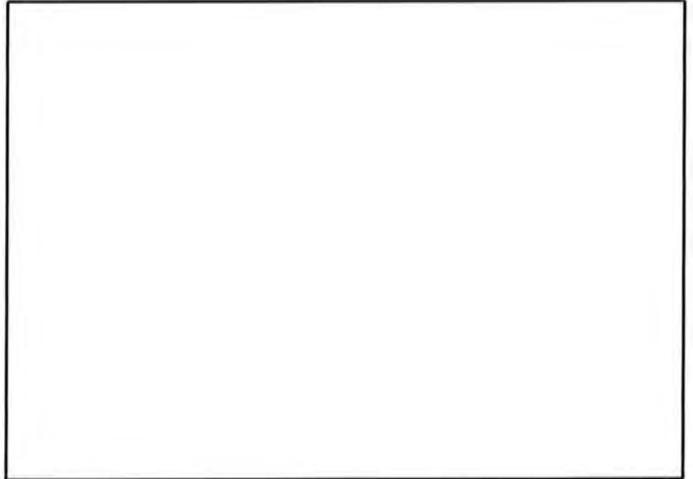
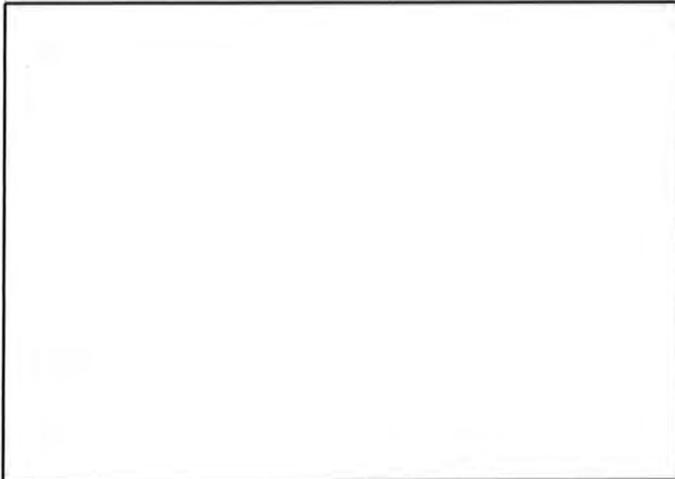
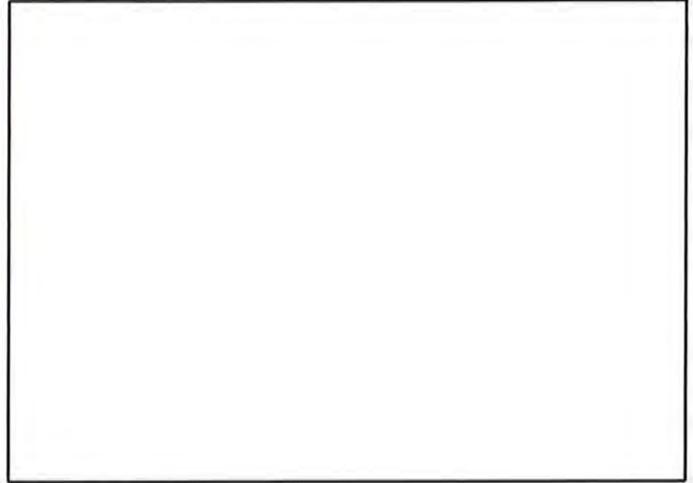
State KS

Zip Code 66608-1650

Client Heritage Bank



Site



Borrower Gen 111 Construction  
 Property Address 2120 NW Vail Ct  
 City Topeka County Shawnee State KS Zip Code 66608-1650  
 Lender/Client Heritage Bank Address 3024 SW Wanamaker, Topeka, KS 66614

**Requirements - Condition and Quality Ratings Usage**

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

**Condition Ratings and Definitions**

**C1** - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

*\*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2** - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*\*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3** - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear, some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*\*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4** - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*\*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property*

**C5** - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*\*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6** - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*\*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**Quality Ratings and Definitions**

**Q1** - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

**Q2** - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q3** - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4** - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5** - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6** - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

**Definitions of Not Updated, Updated, and Remodeled**

**Not Updated** - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

**Updated** - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

**Remodeled** - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Requirements - Abbreviations Used in  
Data Standardization Text

Case No.  
File No. 2120VailCt

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmlLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade



Department of Commerce  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354



Phone: (785) 296-3481  
Fax: (785) 296-5055  
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

May 30, 2024

Rhiannon Friedman  
Planning and Development Director  
214 SE 8<sup>th</sup> Street  
Topeka, KS 66603

RE: Request for Approval of Reinvestment Housing Incentive District - Meier's Place in Topeka, Kansas

Dear Ms. Friedman:

This will acknowledge receipt of the City of Topeka's application received May 16, related to participation in the Kansas Reinvestment Housing Incentive District Act.

I have reviewed Resolution No. 9526 as passed by the governing body and submitted to the Kansas Department of Commerce (Commerce) pursuant to the Reinvestment Housing Incentive District Act found at K.S.A. 12-5244 et seq. I have further reviewed the 2020 Housing Needs Analysis (Analysis) prepared by the City and upon which the resolution was based. The process of establishing a Reinvestment Housing Incentive District requires the Analysis to summarize and determine the nature and extent of housing needs within the community. The Analysis must then be adopted by the governing body and is subject to the review and approval of the Secretary of Commerce. The Act sets out four findings and determinations which must be included in the Analysis and adopted by the City.

Based on my review of the original application material and supplemental information provided by the City of Topeka, I hereby agree with and approve the findings set forth in the resolution passed by the City of Topeka to wit:

1. There is a shortage of quality housing, including affordable single family and multi-family apartment units, at various price ranges in the City of Topeka despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing development in the City of Topeka.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City of Topeka; and

4. The future economic well-being of the City of Topeka depends on the governing body providing additional incentives for the construction or renovation of quality housing in the City of Topeka.

Commerce believes the Analysis and findings by the governing body of the City of Topeka meet the requirements set forth in K.S.A. 12-5244(a) and this constitutes the approval required by K.S.A. 12-5244(c) for the District as detailed in Resolution No. 9526. The application for approval of the findings required for the establishment of the Reinvestment Housing Incentive Districts as set forth in the application is hereby approved. This approval is predicated solely upon the information and data received from the City of Topeka.

If you have any questions regarding this matter, please let me know.

Sincerely,



David C. Toland  
Lt. Governor and Secretary

cc: Ryan Vincent (KHRC)  
Robert North



City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
www.topeka.org  
May 7, 2024

MAY 08 2024

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DATE: May 7, 2024  
CONTACT PERSON: Rhiannon Friedman, Planning and Development Director DOCUMENT #: 9526  
SECOND PARTY/SUBJECT: Gen III Construction and Development LLC - Reinvestment Housing Incentive District (RHID) Application PROJECT #:  
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous  
CIP PROJECT: No  
ACTION OF COUNCIL: approved 5/7/24 JOURNAL #: 2024  
PAGE #: 71

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**DOCUMENT DESCRIPTION:**

**RESOLUTION** introduced by Interim City Manager Richard Nienstedt making certain findings pursuant to the Kansas Reinvestment Housing Incentive District Act with regard to an application submitted by Gen III Construction & Development LLC to establish a Reinvestment Housing Incentive District and requesting that the Kansas Secretary of Commerce review the Resolution and advise the Governing Body.

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

*(Approval will authorize publication in the Topeka Metro Newspaper and submission to the Kansas Secretary of Commerce for review.)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

Whether to take the first step in establishing a reinvestment housing incentive district by adopting certain findings and submitting them to the Kansas Secretary of Commerce for review.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body move to approve the resolution.

**BACKGROUND:**

The City's housing study identified a need to construct 420 units over the next five years to meet the demand for housing as well as an additional 2300 units to catch up from past demand. In an effort to provide an economic development tool to address housing needs, the City of Topeka approved Resolution 9379 establishing a Reinvestment Housing Incentive District Policy (RHID).

**BUDGETARY IMPACT:**

There is no budgetary impact associated with this phase of the application process.

**SOURCE OF FUNDING:**

Not Applicable

**ATTACHMENTS:**

**Description**

Presentation -Meier's Place Subdivision

Executive Memo - R. Friedman

Resolution - Meier's Sub RHID

Phase 1 RHID Application

City of Topeka RHID Policy (Resolution No. 9452)

(Published in the Topeka Metro News on May 20, 2024)

**RESOLUTION NO. 9526**

A RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain findings pursuant to the Kansas Reinvestment Housing Incentive District Act with regard to an application submitted by Gen III Construction & Development LLC to establish a Reinvestment Housing Incentive District in Meier's Place Subdivision and requesting that the Secretary of Commerce review the Resolution and advise the Governing Body.

WHEREAS, K.S.A. 12-5241 et seq. ("the Act") authorizes the City of Topeka ("City")

to establish a Reinvestment Housing Incentive District ("RHID"), the first step of which is to conduct a housing needs analysis to determine what housing needs exist within the community; and

WHEREAS, after conducting such analysis, the Governing Body may adopt a resolution making certain findings regarding the establishment of a RHID and providing the legal description of the proposed RHID and a map depicting the existing parcels in the proposed RHID; and

WHEREAS, after publishing such resolution, the Governing Body shall send a copy to the Secretary of Commerce ("Secretary") requesting that the Secretary review the resolution and advise the Governing Body whether the Secretary concurs with the findings; and

WHEREAS, the City has performed a housing needs analysis ("the Analysis"); and

WHEREAS, based upon the Analysis, the Governing Body proposes to commence proceedings necessary to create the Meier's Place Subdivision RHID, in accordance with the Act.

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

30           Section 1. The Governing Body adopts and incorporates by reference the  
31 Analysis, a copy of which is on file in the office of the City Clerk and accessible on the  
32 City's website <https://www.topeka.org/finance/rhid> and based on a review of the  
33 Analysis makes the following findings and determinations.

34           Section 2. The Governing Body finds that there is a shortage of quality housing of  
35 various price ranges in the City despite the best efforts of public and private housing  
36 developers.

37           Section 3. The Governing Body finds that this shortage of quality housing can be  
38 expected to persist and that additional financial incentives are necessary in order to  
39 encourage the private sector to construct or renovate housing in the City.

40           Section 4. The Governing Body finds that the shortage of quality housing is a  
41 substantial deterrent to the future economic growth and development of the City.

42           Section 5. The Governing Body finds that the future economic well-being of the City  
43 depends on the Governing Body providing additional incentives for the construction or  
44 renovation of quality housing in the City.

45           Section 6. Based upon the findings and determinations contained herein, the  
46 Governing Body proposes to establish an RHID pursuant to the Act, within the boundaries  
47 of the real estate legally described in Exhibit A, attached hereto and incorporated by  
48 reference, and as shown on the map depicting the existing parcels of land attached hereto  
49 and incorporated by reference as Exhibit B.

50           Section 7. The City Clerk is directed to publish this resolution one time in the  
51 Topeka Metro News and to send a certified copy of this resolution to the Secretary for the  
52 latter's review and concurrence with the findings herein.

Section 8. This resolution shall take effect after its adoption and publication once in the Topeka Metro News.

53 ADOPTED and APPROVED by the Governing Body on May 7, 2024.

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ATTEST:

Brenda Younger  
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Michael A. Padilla  
Michael A. Padilla, Mayor

**EXHIBIT A**  
**(Legal Description)**

A PART OF FRACTIONAL SECTION 24, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M.,  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, WHICH IS ALSO THE NORTHWEST  
CORNER OF KAW HALF BREED RESERVE NO. 3, THENCE NORTH 01 DEGREES 36 MINUTES 34  
SECONDS WEST, 1107.77 FEET ALONG THE EAST LINE OF KAW HALF BREED RESERVE NO. 2, TO  
THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE NORTH 88 DEGREES 23  
MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1158.74  
FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 42 SECONDS EAST, 1103.53 FEET TO THE NORTH  
LINE OF SAID RESERVE NO. 3 BEING ALSO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH  
88 DEGREES 10 MINUTES 54 SECONDS WEST, 1155.90 FEET TO THE POINT OF BEGINNING. ALL IN  
SHAWNEE COUNTY KANSAS.

CONTAINS 29.37 ACRES MORE OR LESS.

See attached Plats.







# CITY OF TOPEKA

Rec'd Topeka City Clerk  
March 14, 2024  
3:19 p.m.

## Application for Creation of a RHID District

APPLICANT: Gen III Construction & Development LLC

ADDRESS: 2858 SW Villa West Dr STE 200, Topeka, KS 66614

PHONE #: 785-217-5766

E-MAIL ADDRESS: wfbassett@gmail.com

CONTACT PERSON: Walker Bassett

PROJECT NAME: Meier's Place Subdivision

### Please complete the following items.

1. As **Exhibit A**, provide a cover letter formally requesting the creation of a district, including a general description of the housing development expected to occur within the districts, the names of the housing developer or developers expected to construct such housing, the expected timing of such housing development, a narrative describing how the district is likely to address the policy goals of the Housing Study and discussion of how the use of RHID is consistent with the City's but-for principle.
2. As **Exhibit B**, provide a legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.
3. As **Exhibit C**, provide evidence of site control or a detailed plan for which the developer intends to secure site control.
4. As **Exhibit D**, provide certification that neither the developer entity nor any of its shareholders/ partners/members is delinquent on its property tax or special assessment payments on any property it owns or controls in Shawnee County. (*Exhibit D of this document is a form that must be completed by the Shawnee County Treasurer.*)
5. Applicant with support of the city needs to provide certification that neither the developer entity nor any of its shareholders/ partners/members has any outstanding utility bills, zoning or property maintenance, or other code cases pending with the city.

6. A non-refundable application fee of \$5,000 will be required upon submission of the application of the RHID district to the City Clerk. If the Developer withdraws the application, the City Governing Body elects not to create the District or does not approve the Housing Plan, or Kansas Secretary of Commerce elects to not approve the application, the City shall keep the application fee to reimburse it for the costs of processing and reviewing the application. The Developer shall not be entitled to any refund of the fee.

**CERTIFICATION OF APPLICANT**

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY AND PROCEDURES, INCLUDING PAYMENT OF THE REQUIRED FEES. THE APPLICANT UNDERSTANDS THAT A SUBMISSION OF A HOUSING DEVELOPMENT PLAN APPLICATION WILL BE REQUIRED SHOULD THE CREATION OF A RHID DISTRICT APPLICATION BE APPROVED.

AS OF THE DATE OF APPLICANT'S EXECUTION OF THIS APPLICATION, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT.

By: Walker Bassett  
Signature of Authorized Agent for Entity

Title: Managing Member, Gen III Construction and Development LLC

Date: March 14, 2024

STATE OF Kansas  
COUNTY OF Shawnee

This document was acknowledged before me on 3/14/24 by Walker Bassett

Notary Public

My commission expires: 8/8/24

Traci Peterson



CK# 5393  
By 3-14-24

## EXHIBIT A

Insert or attach here:

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

RE: Meier's Place Subdivision Pre-Application

TO: City Manager

Gen III Construction & Development LLC (Gen III) is eager to propose the establishment of a new district for the purposes of developing a Rural Housing Incentive District (RHID). Gen III intends to develop and sell 15 single-family homes in the initial phase of the project, followed by an additional 41 homes in the subsequent phase. These residences will range from 1200 to 1750 square feet each, featuring approximately 3 bedrooms, 2 bathrooms, and a double car garage.

The necessity for this housing initiative in Topeka has been shown through extensive housing research conducted by the city, revealing a pressing housing crisis. Projections indicate a demand for approximately 5,700 new living units by 2040, translating to 240 units annually—a demand that the current construction pace fails to meet.

Within the Seaman School District (North Topeka Area), the housing market faces significant supply constraints amid increasing demand. Recent data from the local multiple listing service (MLS) as of March 13th, 2024, reveals a mere 15 active single-family homes for sale within the Seaman District, with only three properties listed between \$200,000-\$300,000, and none of these options representing new construction.

Our target price range aligns with the highly sought-after segment, addressing a critical gap in the housing market. Disappointingly, new construction within this price range is scarce in the City of Topeka due to market limitations. Our project aims to bridge this gap by offering high-quality, affordable new construction, filling a void in the city's housing landscape.

But for the financial assistance provided by the RHID, Gen III would not move forward with this project given current construction costs and risks associated with such project. In our commitment to delivering new, affordable, quality housing to the City of Topeka, we humbly request support from the city through the RHID initiative. Together, we can address the pressing housing needs and contribute to the city's growth and prosperity.

Walker Bassett  
Managing Member, Gen III Construction & Development LLC

## EXHIBIT B

Insert or attach here:

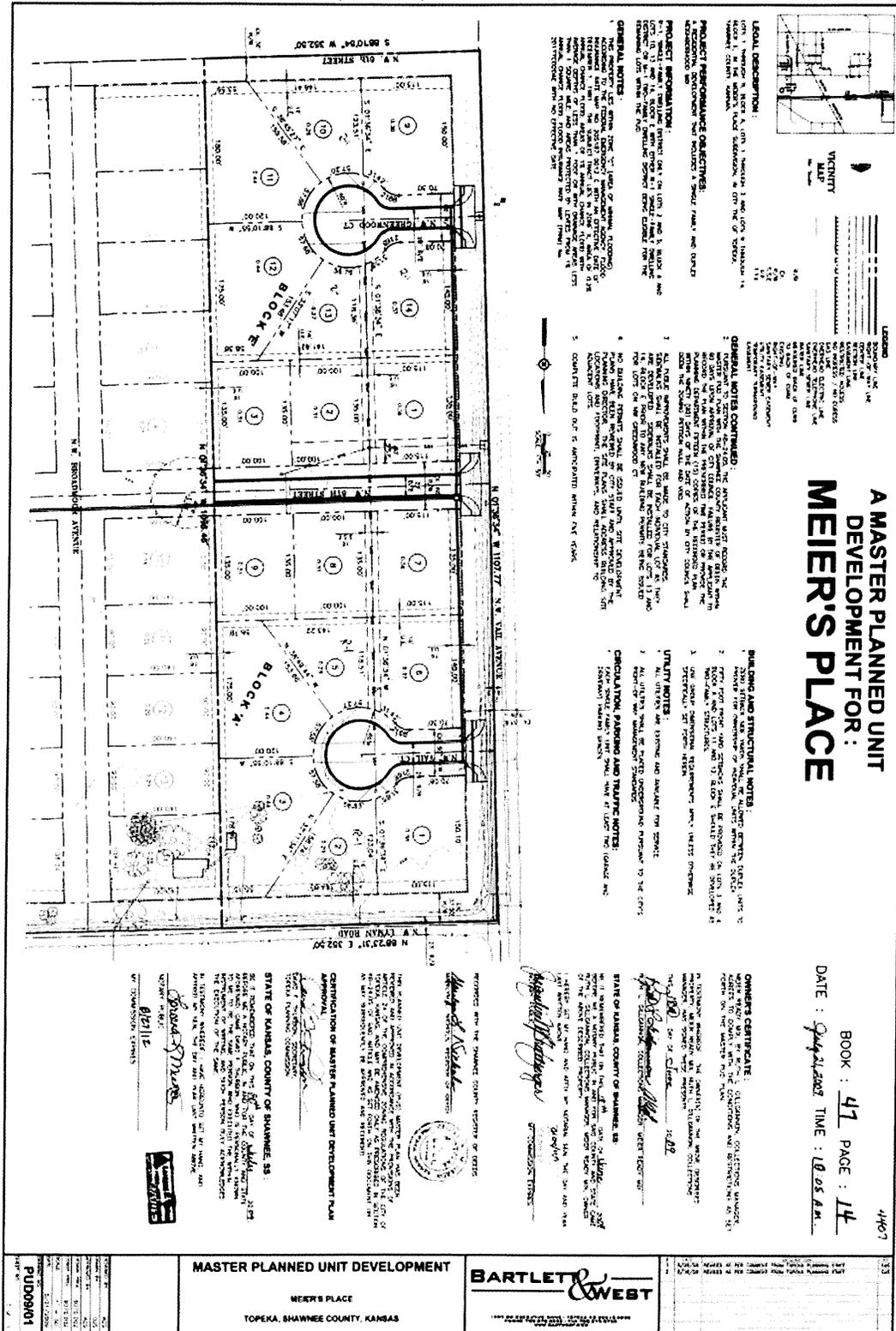
A PART OF FRACTIONAL SECTION 24, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, WHICH IS ALSO THE NORTHWEST CORNER OF KAW HALF BREED RESERVE NO. 3, THENCE NORTH 01 DEGREES 36 MINUTES 34 SECONDS WEST, 1107.77 FEET ALONG THE EAST LINE OF KAW HALF BREED RESERVE NO. 2, TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE NORTH 88 DEGREES 23 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1158.74 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 42 SECONDS EAST, 1103.53 FEET TO THE NORTH LINE OF SAID RESERVE NO. 3 BEING ALSO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST, 1155.90 FEET TO THE POINT OF BEGINNING. ALL IN SHAWNEE COUNTY KANSAS.

CONTAINS 29.37 ACRES MORE OR LESS.

See attached Plats.

Redeveloped Plat Phase 1:

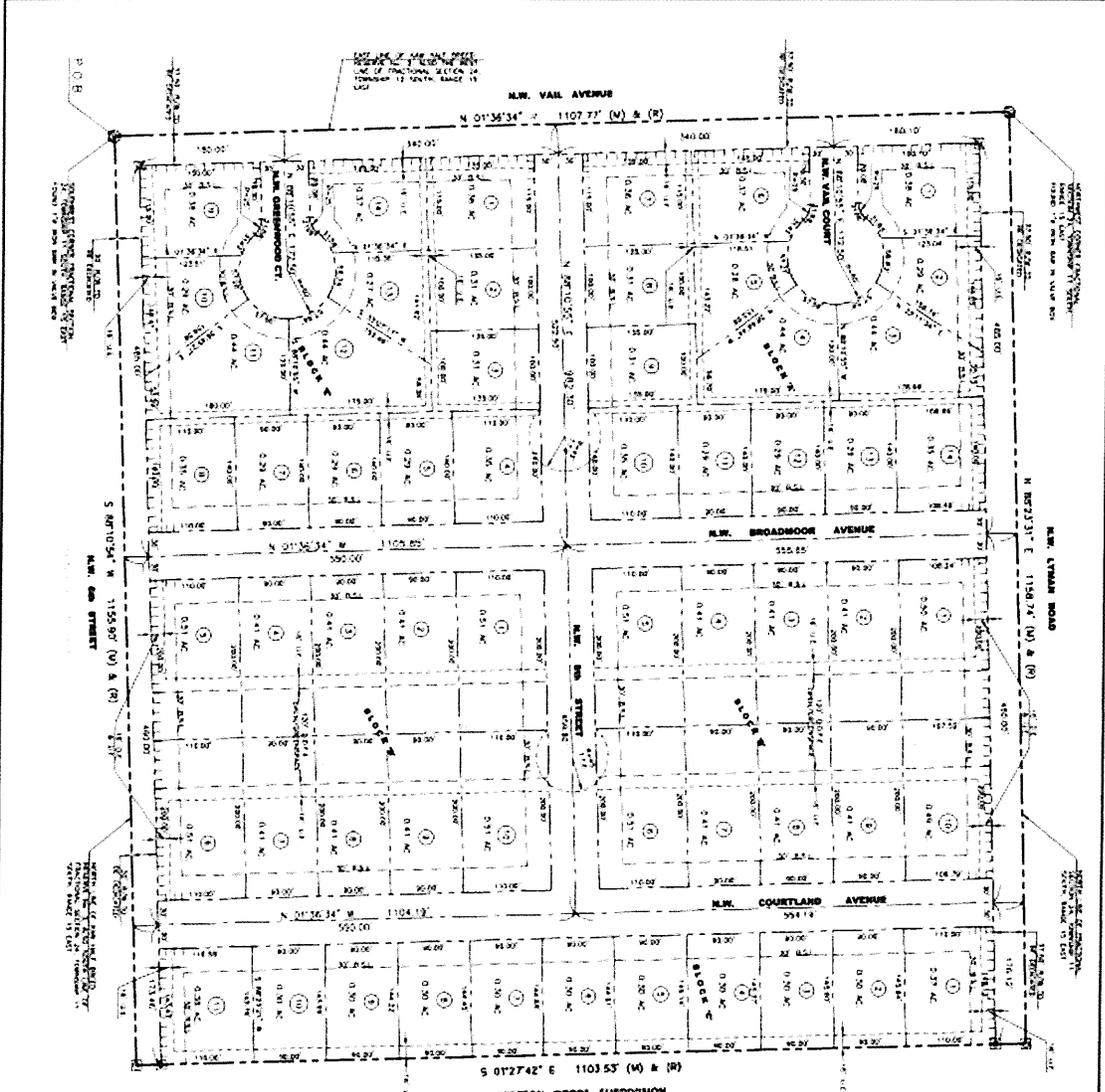


**A MASTER PLANNED UNIT DEVELOPMENT FOR:  
MEIER'S PLACE**

BOOK : 47 PAGE : 14  
DATE : July 21, 2001 TIME : 10:05 AM

<p>MEIER'S PLACE PUD0801</p>	<p>MASTER PLANNED UNIT DEVELOPMENT MEIER'S PLACE TOPEKA, SHAWNEE COUNTY, KANSAS</p>	<p><b>BARTLEY &amp; WEST</b></p>	<p>33</p>
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Original plat including Phase 1 & Phase 2



BOOK : **39** PAGE : **31**  
 A FINAL PLAT FOR:  
**MEIER'S PLACE**  
**SUBDIVISION**  
 A PART OF FRACTIONAL SECTION 24,  
 TOWNSHIP 11 SOUTH, RANGE 15 EAST OF  
 THE 6TH P.M., CITY OF TOPEKA, SHAWNEE  
 COUNTY, KANSAS

LOT	ACREAGE	SECTION 24	SECTION 24
1	0.21	1	1
2	0.21	1	2
3	0.21	1	3
4	0.21	1	4
5	0.21	1	5
6	0.21	1	6
7	0.21	1	7
8	0.21	1	8
9	0.21	1	9
10	0.21	1	10
11	0.21	1	11
12	0.21	1	12
13	0.21	1	13
14	0.21	1	14
15	0.21	1	15
16	0.21	1	16
17	0.21	1	17
18	0.21	1	18
19	0.21	1	19
20	0.21	1	20
21	0.21	1	21
22	0.21	1	22
23	0.21	1	23
24	0.21	1	24
25	0.21	1	25
26	0.21	1	26
27	0.21	1	27
28	0.21	1	28
29	0.21	1	29
30	0.21	1	30

NOTES:  
 1. BARTLETT & WEST ENGINEERS, INC. HAS CONDUCTED A SURVEY OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THIS PLAT.  
 2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT.  
 3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT.  
 4. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT.

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 3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT.  
 4. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT.

DATE	11/11/11
BY	[Signature]
TITLE	Surveyor
SCALE	AS SHOWN
PROJECT	MEIER'S PLACE SUBDIVISION
OWNER	[Name]
ADDRESS	[Address]
CITY	TOPEKA, KANSAS
STATE	KANSAS
COUNTY	SHAWNEE
SECTION	24
TOWNSHIP	11 SOUTH
RANGE	15 EAST
PLAT	39-31
BOOK	39
PAGE	31
DATE	11/11/11
BY	[Signature]
TITLE	Surveyor
SCALE	AS SHOWN
PROJECT	MEIER'S PLACE SUBDIVISION
OWNER	[Name]
ADDRESS	[Address]
CITY	TOPEKA, KANSAS
STATE	KANSAS
COUNTY	SHAWNEE
SECTION	24
TOWNSHIP	11 SOUTH
RANGE	15 EAST
PLAT	39-31
BOOK	39
PAGE	31

**FINAL PLAT**  
 MEIER'S PLACE  
 SUBDIVISION  
 TOPEKA, SHAWNEE COUNTY, KANSAS

**BARTLETT & WEST ENGINEERS**  
 INC.  
 1111 N. LINCOLN ST., SUITE 100  
 TOPEKA, KANSAS 66606  
 TEL: 785-243-1111  
 FAX: 785-243-1112  
 WWW.BARTLETTWESTENGINEERS.COM

DATE	11/11/11
BY	[Signature]
TITLE	Surveyor
SCALE	AS SHOWN
PROJECT	MEIER'S PLACE SUBDIVISION
OWNER	[Name]
ADDRESS	[Address]
CITY	TOPEKA, KANSAS
STATE	KANSAS
COUNTY	SHAWNEE
SECTION	24
TOWNSHIP	11 SOUTH
RANGE	15 EAST
PLAT	39-31
BOOK	39
PAGE	31

## **EXHIBIT C**

Insert or attach here:

### **Secured Site Control**

The developer, Gen III Construction & Development LLC, certifies site control of said parcels described under Exhibit B through two purchase agreements. The 15 developed lots are under a purchase agreement with 45 days due diligence and the remaining 41 undeveloped lots are under a purchase agreement with 365 days due diligence. See attached contracts.

EXHIBIT C

LBOR Approved Template 01/01/2023
Formatted for use by Stephens Real Estate Paragraphs 36, 37, Signature lines and Optional Contact Information section



If checked, this Sales Contract Template has been modified by (name), (insert date mm/dd/yyyy).

SALES CONTRACT

File Number

THIS CONTRACT TEMPLATE APPROVED BY LEGAL COUNSEL FOR THE LAWRENCE BOARD OF REALTORS®
THIS IS A LEGALLY BINDING CONTRACT, NOT AN OPTION

SELLER(S): Eugene L. Meier (ASP)

If known, please include Marital Status for each SELLER - ASP (a single person), AMP (a married person), AMC (a married couple)

BUYER(S): Gen III Construction & Development, LLC, a Kansas limited liability company

If known, please include Marital Status for each BUYER - ASP (a single person), AMP (a married person), AMC (a married couple)

Taking title as:

Joint Tenancy Tenants in Common

The Property described is sold and purchased on the following terms:

1. a. Legal Description / Include County: Lots 1, 2, 4, 5, 6, 7, 8, and 9, Block A, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
and
Lots 1, 2, 3, 9, 10, 11, and 12, Block E, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.

b. Street Address: City, State, Zip
Lots 9-12 NW Greenwood Court, Lots 1-3, Topeka, KS 66608
7-9 NW 8th Street, and Lots 1-2, 4-6 NW
Vail Court

c. The following personal property items are of no value and are being left for the convenience of all parties:
N/A

d. Personal Property Excluded:
N/A

Table with 2 columns: Description and Amount. Row 1: 2. PRICE: \$ 330,000.00. Row 2: a. Earnest money held in trust account by Kansas Secured Title, hereinafter referred to as Escrow Agent \$ 1,500.00. Row 3: b. New mortgage proceeds: See Paragraph #3: Financing (Amount does not include MIP, Funding Fee, or Guarantee Fee) \$ N/A. Row 4: c. Other: \$ N/A. Row 5: d. Balance of purchase price subject to adjustment and prorating, paid in certified funds at Closing (Price less a, b & c of this paragraph) \$ 328,500.00. Row 6: e. Additional SELLER paid costs (zero if left blank). In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed \$ N/A.





3. FINANCING:

THIS IS A CASH SALE

THIS IS A FINANCED SALE: This Contract is contingent upon BUYER obtaining the financing described in this paragraph, provided by: Lending Institution N/A, Loan Officer N/A.

a. Type of Financing: Loan(s) will be  owner-occupied Loan(s) or  investment Loan(s).

b. Loan Type:

- Conventional  
 FHA  
 VA  
 Rural Development  
 \_\_\_\_\_

c. Loan Terms:

Initial Interest rate not to exceed N/A %, points not to exceed N/A points,  
For a term of N/A years. Check if:  Fixed, or  Variable.

BUYER'S lender may afford BUYER the option to "lock in" the foregoing interest rate or to "float" the interest rate. If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms, even if different than those stated above. If BUYER has received a firm commitment from a lender on terms at or better than the terms stated above, and BUYER elects to float the rate, then BUYER agrees to accept the rate and terms available from BUYER'S lender for which BUYER qualifies at closing. BUYER may obtain a loan on different Loan Terms than those described in 3c, provided that the Loan Terms of the loan do not result in additional costs to SELLER.

d. Loan Approval:

- i: BUYER'S loan approval  is not  is contingent on BUYER receiving proceeds from sale/closing of property located at N/A.
- ii: If money is being borrowed, then this Contract is conditioned upon BUYER obtaining a written firm commitment, which must include (if required by Lender) a satisfactory appraisal, credit verification, income/assets verification, and PMI approval, for a new purchase money mortgage in the principal amount of no more than the above-stated new mortgage proceeds by, on, or before N/A.

BUYER shall act diligently and in good faith to obtain a mortgage loan as set out in this paragraph and shall make loan application within five (5) business days of the acceptance of this contract. BUYER may, at BUYER'S option, accept a firm loan commitment for less than the amount identified in 2b. BUYER agrees to accept any firm commitment which meets the terms set out in this paragraph and agrees to comply with all requirements of the commitment. BUYER shall furnish SELLER with a copy of the commitment promptly after BUYER receives it. If BUYER is unable to obtain a commitment for the Loan(s) within the loan approval period, then, unless the parties agree to extend such date or BUYER delivers to SELLER a written waiver of this condition, BUYER or SELLER may CANCEL THIS CONTRACT by delivering written notice to the BUYER of their intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. If BUYER is unable to obtain the financing described herein, BUYER shall provide written evidence of rejection.

4. CLOSING DATE/DELIVERY OF DEED/DISTRIBUTION OF PROCEEDS:

- a. The Closing Date shall be on or before May 1st, 2024 , unless both parties agree in writing to advance or delay the Closing. "Closing" refers to the settlement of the transaction where the purchase price is paid to SELLER, prorations are made and the deed is delivered to BUYER. SELLER shall deliver possession and provide keys to BUYER immediately following payment of the purchase price to SELLER and recording of the deed. BUYER shall not occupy the Property or place personal property in or on the Premises prior to recording of the deed without the prior written consent of SELLER. If the Property is rented, the tenancy will be disclosed pursuant to paragraph eight (8) of this Contract.
- b. Unless otherwise agreed by the parties, at least three (3) calendar days before the Closing Date, SELLER shall execute and deliver to the Title Company or other Closing Agent, a general warranty deed or special warranty deed, or fiduciary deed (if SELLER is a corporation financial institution or fiduciary), and all other documents and funds reasonably necessary to complete the closing. **On or before the Closing Date, SELLER and BUYER agree to deliver to the Closing Agent a CASHIER'S CHECK, WIRE, OR OTHER CERTIFIED FUNDS sufficient to satisfy their respective obligations under this Contract.**





- c. BUYER shall pay the closing fee. "Closing fee" is the fee charged by the closing agent with a title company, or closing company, to facilitate the closing of the real estate transaction.
5. **TITLE INSURANCE:** SELLER shall furnish BUYER marketable title, from Kansas Secured Title (Escrow Agent if left blank), subject to liens, encumbrances, exceptions or qualifications specified in this Contract and those which shall be discharged by SELLER at or before Closing. SELLER shall furnish BUYER, before Closing, a commitment for an owner's title insurance policy in the amount of the purchase price, insuring BUYER'S title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract, and those which shall be discharged by SELLER at or before Closing. BUYER shall have five (5) calendar days after receipt, to examine the title insurance commitment and to notify SELLER in writing of any requirements to make the title marketable. SELLER shall have until Closing to cause the title to be made marketable. If defects precluding marketability are not removed by Closing, BUYER may either accept title or **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall diligently attempt, before Closing, to correct any defects to marketability of which BUYER has notified SELLER in writing and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Record Title Act, as amended, shall control. BUYER agrees to use the title company selected by SELLER for all applicable title services, unless otherwise stated in Special Provisions.
6. **SURVEY:** BUYER may, at BUYER'S expense, obtain a "staked" survey of the Property before the Closing Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey. BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a "staked" survey. A title insurance company typically requires a "staked" survey in order to provide survey coverage to the BUYER. Prior to the Closing Date, BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. SELLER shall remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not so remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title SELLER is able to convey without adjustment in the purchase price, or (b) **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.
7. **INSPECTIONS:**  
BUYER or BUYER'S representative, at BUYER'S expense, shall have the right, on or before N/A - WAIVED (10 calendar days if left blank) (the "Inspection Period") after Contract acceptance date, to conduct and complete inspections to evaluate the present condition of the Property and its major systems. All inspections BUYER deems necessary must be completed by the end of the allowed Inspection Period (inspection(s), inspection(s) results, and all written inspection reports). BUYER may have the Property inspected by an **independent, qualified inspector(s)**, including, without limitation, the following: (1) mechanical equipment, plumbing and electrical systems, heating and central air conditioning system; (2) structural aspects of the Property, including without limitation, the following: foundation, slab, drainage, roof, fireplace, chimney, siding, windows, doors, ceiling, floors, walls, insulation, the interior, the exterior, fence, deck, patio, sidewalk or driveway; (3) environmental or health hazards affecting the Property, including without limitation, the following: radon gas, asbestos, mold, lead based paint, or any other environmental or health hazard. (4) active pest infestation, existence of active infestation by, and/or damage from, termite/wood-destroying pests (or evidence of past untreated infestation).
- See Rural Property Attachment to Sales Contract.
- a. **Access to Property and Re-Inspections:** SELLER shall afford BUYER reasonable access to the Property to conduct the inspection(s), re-inspection(s) inspection of any repair(s) completed by SELLER, and/or final walk-through, prior to Closing. Such inspections shall be scheduled at any reasonable time convenient to SELLER. BUYER shall be responsible for correcting and/or paying for any damage to the Property resulting from the inspection(s).
- b. **Inspection Reports:** BUYER/BUYER'S Representative shall provide SELLER/SELLER'S Representative with a copy of any written inspection report(s) with any inspection deficiency requirements BUYER may make of SELLER as allowed in Paragraph 7d of this Contract or said written reports shall be delivered to SELLER/SELLER'S Representative prior to the termination of the Inspection Period in absence of an inspection deficiency request or said written reports must accompany BUYER'S cancellation notice.
- c. **Exclusions from Inspection:** Any items that are strictly of a cosmetic nature that do not pertain to the mechanical or structural integrity or safety of the Property. Inspections are not intended to identify either cosmetic imperfections or other features of the Property. The following items are expressly excluded from the foregoing inspection provisions, shall not be considered unacceptable conditions, and may not be used by the BUYER as a basis for canceling this Contract or requesting repairs: N/A
- d. **Unacceptable Conditions:** Any condition identified in a written inspection report(s) prepared by an independent qualified inspector(s) of BUYER'S choice, which condition(s) is unacceptable to BUYER (Deficiencies) and not otherwise excluded by this Contract.





If BUYER'S inspection(s) reveal deficiencies, BUYER may perform either of the following with a marked checkbox within the Inspection Period:

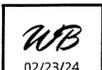
**CANCEL THIS CONTRACT** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to cancel in the form of a written contract cancellation agreement within the Inspection Period and, upon execution of the cancellation agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void, **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS-IS" condition.

**REQUIRE REPAIRS** of SELLER by delivering written notice to SELLER/SELLER'S Representative of deficiencies which exist in/on the Property which require correction by SELLER. Said deficiencies must be delivered to SELLER/SELLER'S Representative in writing prior to the expiration of the Inspection Period by providing an itemized list describing the deficiencies in reasonable detail. BUYER and SELLER will have N/A (5 calendar days if left blank) after SELLER/SELLER'S Representative receipt of BUYER'S notice of deficiencies (the "Inspection Negotiation Period"), to reach a written agreement detailing the resolution of the deficiencies **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS IS" condition..

Cost to correct deficiencies: BUYER shall pay the first \$ N/A (\$0 if left blank) of the total costs of correction, and any costs required above such amount shall be paid by SELLER.

- i. Any of the following executed and delivered to the other party or other party's representative prior to the expiration of the Inspection Negotiation Period will constitute such an agreement:
    - a. SELLER'S signature agreeing to do everything requested by BUYER on the original notice of deficiencies; or
    - b. A revised statement of deficiencies signed by BUYER and SELLER detailing the deficiencies to be corrected by SELLER; or
    - c. BUYER'S signature on a statement of deficiencies accepting the Property in its present condition.
  - ii. If no agreement resolving the deficiencies is reached during the Inspection Negotiation Period as provided above, then after the expiration of the Inspection Negotiation Period either of the following is permitted under the Contract:
    - a. Negotiations between SELLER and BUYER may still proceed. However, any agreement resolving the deficiencies must be in writing and signed by both parties.
    - b. Within **one** (1) calendar day of the expiration of the Inspection Negotiation Period BUYER may accept the property in its present "As-Is" condition by delivering BUYER'S written executed notice.
    - c. BUYER or SELLER may unilaterally cancel this Contract after the expiration of the **one** (1) calendar day period above by written notice to the other in the form of a contract cancellation agreement (which the receiving party hereby agrees to immediately sign and return to the other) directing Escrow Agent to release all earnest monies held to BUYER. Upon execution by all parties, this Contract shall be declared null and void and all obligations to the other shall cease.
- e. **BUYER'S notice of cancellation, "AS-IS" acceptance, or submission of deficiencies terminates the Inspection Period.**
- f. **Quality of Repairs:** SELLER agrees that any corrections which SELLER performs shall be completed in a workmanlike manner with good quality materials.
- g. **Failure to Inspect/Failure to Deliver Written Notice to SELLER:** If BUYER fails to conduct an inspection(s) and/or deliver a written notice to SELLER/SELLER'S Representative per paragraph 7d, BUYER shall have waived any right to cancel and/or right to repairs due to deficiencies which might reasonably have been discovered by an inspection, and shall be deemed to have accepted the Property in its present "AS-IS" condition at Closing.
- h.  **Waiver of Inspections:** BUYER hereby waives the right to conduct inspections. BUYER shall have waived any right to cancel and/or right to repairs due to unacceptable conditions which might reasonably have been discovered by an inspection and shall be deemed to have accepted the Property in its present "AS IS" condition at Closing.

By initialing below, BUYER hereby waives the right to conduct inspections.

  
02/23/24  
BUYER'S INITIALS

BUYER'S INITIALS





8. OCCUPANTS OTHER THAN SELLER:

Check if the property is currently leased.

If the property, or any portion of the property is currently leased, and the lease extends beyond the closing date, on or before N/A (3 calendar days if left blank), SELLER shall furnish BUYER with copies of all leases, and records of all received rents and deposits paid. BUYER shall have three (3) calendar days from receipt of all leases and records of all received rents and deposits to CANCEL THIS CONTRACT by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall deliver and assign to BUYER all original leases on Closing Date. Advance rents, deposits and prorated rents will be credited to BUYER at Closing. BUYER shall assume all obligations under the leases and indemnify and hold the SELLER harmless with respect to the BUYER'S performance under such leases.

If the property is currently leased and the lease terminates prior to Closing, SELLER will provide written evidence of lease termination in lieu of copies of all leases, and records of all received rents and deposits paid, within the time period in the paragraph above. Unless otherwise agreed, no new leases or modifications/extensions to existing leases will be negotiated and/or executed without the written permission of BUYER.

9. SELLER'S DISCLOSURE STATEMENT:

a. SELLER shall provide BUYER with the following disclosure statements, as applicable, prior to the signing of this Contract: SELLER'S Property Condition Disclosure Statement, Lead-Based Paint Disclosure, and Kansas Energy Efficiency Disclosure. SELLER verifies that the SELLER'S Disclosure Statement, executed concurrently with the Exclusive Right of Sale, is current and valid to date.

ELM  
 SELLER'S INITIALS

\_\_\_\_\_  
 SELLER'S INITIALS

b. BUYER acknowledges receipt of the above applicable disclosure statements prior to, or concurrently with, signing of this contract.

WB  
 02/23/24  
 BUYER'S INITIALS

\_\_\_\_\_  
 BUYER'S INITIALS

10. HOME WARRANTIES AND HAZARD INSURANCE:

a. **BUYER'S Warranty Plan** (Check if applicable):  SELLER or  BUYER, at a cost not to exceed \$ N/A (amount not to include additional costs for SELLER'S coverage), agrees to purchase a homeBUYER'S warranty plan from N/A to be paid at closing. This plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to a per claim deductible of \$ N/A. The (Check one)  Listing Agent  Selling Agent shall be responsible for making arrangements for the warranty plan and submitting required documentation to the settlement agent prior to Closing.

b. By initialing below, both BUYER and SELLER are declining a warranty at this time.

ELM  
 SELLER'S INITIALS

WB  
 02/23/24  
 BUYER'S INITIALS

c. **Hazard Insurance:** BUYER acknowledges that hazard insurance is available through various sources.

11. **AGENCY DISCLOSURE:** (applicable sections must be checked): SELLER and BUYER acknowledge receiving the "Real Estate Brokerage Relationships" brochure prior to their execution of this Contract. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as SELLER'S agents, BUYER'S agents, Designated Agents, or as Transaction Brokers. Pursuant to the following disclosure:

(Listing Company) <u>Stephens Real Estate</u>	(Name of Licensee) <u>Abigail Hummel</u>
Is functioning as <input type="checkbox"/> SELLER'S Agent	<input checked="" type="checkbox"/> Designated SELLER'S Agent <input type="checkbox"/> Transaction Broker
(Selling Company) <u>Berkshire Hathaway HomeServices First, Realtors</u>	(Name of Licensee) <u>Walker Bassett / Rich Bassett</u>
Is functioning as <input type="checkbox"/> SELLER'S Agent	<input type="checkbox"/> Designated SELLER'S Agent
<input type="checkbox"/> BUYER'S Agent	<input checked="" type="checkbox"/> Designated BUYER'S Agent <input type="checkbox"/> Transaction Broker

**Types of Brokerage Relationships:** A real estate licensee may work with a BUYER or SELLER as a SELLER'S agent, BUYER'S agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the SELLER and BUYER must be included in any contract for sale and in any lot reservation agreement.





**SELLER'S Agent:** The SELLER'S agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent. In order to function as a SELLER'S agent, the broker must enter into a written agreement to represent the SELLER. Under a SELLER agency agreement, all licensees at the brokerage are SELLER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a SELLER'S agent and the supervising broker of the designated agent functions as a transaction broker.

**BUYER'S Agent:** The BUYER'S agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent. In order to function as a BUYER'S agent, the broker must enter into a written agreement to represent the BUYER. Under a BUYER agency agreement, all licensees at the brokerage are BUYER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a BUYER'S agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Complete only if Licensee representing SELLER or BUYER has a financial interest as a SELLER OR BUYER, OR is an immediate family member of SELLER OR BUYER:**

- Abigail Hummel**, Licensee assisting SELLER,  
 DOES HAVE a financial interest in this transaction AS A SELLER.  
 IS an immediate family member of a party that has a financial interest in this transaction as a SELLER.  
Licensee  DOES  DOES NOT have a financial interest due to this relationship.
- Walker Bassett / Rich Bassett**, Licensee assisting BUYER,  
 DOES HAVE a financial interest in this transaction AS A BUYER.  
 IS an immediate family member of a party that has a financial interest in this transaction as a BUYER.  
Licensee  DOES  DOES NOT have a financial interest due to this relationship.

For purposes of the foregoing disclosures, "immediate family member" means spouse, parent, child or sibling. "Interest" is defined in K.S.A. 58-3035(i).

12. **RESTRICTIONS, EASEMENTS, LIMITATIONS, and TAXES:** BUYER shall take title subject to the following: zoning restrictions, prohibitions or other requirements imposed by governmental authority; restrictions, covenants and matters appearing on the plat of record; public utility easements of record, provided they are located contiguous to the Property lines; taxes and special assessments prorated to Closing Date, as described in paragraph 17 of this Contract.
13. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted or attached shall supersede all conflicting printed provisions.
14. **ASSIGNABILITY:** This Contract and any right or interest in the Property are assignable only with the written consent of SELLER and BUYER.
15. **CONTRACT ACCEPTANCE DATE:** Date of this Contract is the date the last party signed or initialed mutually acceptable changes.
16. **LIENS:** SELLER certifies that at Closing there will be no lien claimants, nor potential lien claimants, nor improvements to the Property being sold for 120 calendar days prior to Closing Date. If there have been improvements on or to the above-described Property within 120 calendar days prior to the Closing Date, SELLER shall deliver releases or waivers from the general contractors, subcontractors, suppliers and material men furnishing the labor or materials for such improvements, together with such affidavits as SELLER may reasonably require naming such persons and reciting that all bills that might serve as a basis for liens of any type have or will be paid prior to or at Closing.
17. **TAXES & ASSESSMENTS:**
- Real Estate taxes and any installments of special assessments for the Closing year shall be prorated to the Closing Date based upon the current available mill levy and assessed valuation. SELLER shall pay, or credit to BUYER as BUYER'S lender may require, the real estate taxes and any installments of special assessments for all prior years.
  - Taxes shall be prorated at Closing with BUYER being responsible for payment of taxes on any parcels closed and recorded prior to December 20 of the current year.
  - In the event that improvements have been made or special benefits have been assessed upon the herein-described Property which were not in existence on January 1 of the previous year, then such proration shall be based on an equitable estimate agreed upon between the parties prior to Closing.
  - Installments of special assessments becoming payable following Closing shall be assumed by the BUYER.
  - BUYER and SELLER acknowledge that reappraisal of all real estate is an ongoing process in the State of Kansas, which may change the real estate taxes on this Property this year and in the future.





18. **INTERIM MAINTENANCE / FINAL WALK THROUGH:** Between the date of this Contract and the Closing Date, the Property shall be maintained by SELLER in the same condition as at the date of this Contract, ordinary wear and tear excepted. Prior to Closing, BUYER / BUYER's representative shall have the opportunity to conduct a final walk through of the property to assure that all conditions of this Contract and any addenda and/or amendments thereto have been met.
19. **UTILITIES:** BUYER agrees to have all utilities changed to BUYER'S name as of the Closing Date, and further agrees that SELLER is entitled to all utility deposits made by SELLER in relation to the operation of the Property. SELLER will keep water, gas, and electric services on until the date of closing, unless otherwise agreed in writing. SELLER will pay all utility charges up through Closing Date. Final readings to be promptly requested by SELLER.
20. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract, shall be submitted to mediation in accordance with the HomeSELLERS/HomeBUYERS Rules and Procedures of the Dispute Resolution System. Disputes shall include representations made by the BUYER, SELLER, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.  
The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, escrow contract, or installment contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; or (e) violation of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.  
By signing below the parties hereby acknowledge receipt of the standard announcement brochure for the HomeSELLERS/HomeBUYERS Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in accordance with the HomeSELLERS/HomeBUYERS Dispute Resolution System, and rules and procedures of the mediation provider.
21. **DEFAULTS AND REMEDIES:** Subject to the Mediation Provision in this Contract, SELLER or BUYER shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.
- a. **Default by SELLER:** In the event SELLER is unable or fails to furnish title or possession as agreed in this Contract, BUYER may **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.  
If, however, SELLER'S failure to furnish marketable title to BUYER shall be caused by SELLER'S willful act or omission, BUYER shall be entitled to pursue any remedies available at law or in equity.
- b. **Default by BUYER:** If BUYER does not pay all sums and comply with all obligations hereunder within the time provided, SELLER may notify Escrow Agent and BUYER in writing, in which case all sums paid shall be retained for the account of SELLER as liquidated damages in full settlement of any claims, the Deed shall be returned to SELLER, and all parties shall be relieved of any obligation hereunder, or SELLER may pursue such other remedies as provided by law or in equity.  
A party determined to be in default of its obligations under this Contract by a court of competent jurisdiction shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees, court costs or other expenses of any nature incurred by the non-defaulting party as a result of the default or as necessary to enforce the non-defaulting party's rights under this Contract. This award of fees, costs and expenses to the non-defaulting party shall in no way be construed as a limitation to the damages or relief which the non-defaulting party may be entitled to at law or in equity.
22. **ESCROW:** Escrow Agent is authorized and agrees to hold all payments in an escrow or trust account pursuant to Kansas Statutes and to disburse at Closing as provided in this Contract. In case of doubt or question as to liabilities, Escrow Agent may (a) continue to hold all funds until the parties mutually agree in writing or until a court of competent jurisdiction determines the rights of the parties, or (b) deposit all funds so held with the Clerk of the District Court of the county in which the Property is located and, after notifying all parties in writing, Escrow Agent's liability shall cease, except to account for any sums previously delivered. If, because of duties as Escrow Agent, Escrow Agent is made a party to any suit or proceeding, Escrow Agent shall be indemnified for all costs and expense by the parties. Escrow Agent shall not be liable to any person for mis-delivery to BUYER or SELLER of escrow funds unless due to willful breach of this Contract or gross negligence. Any interest earned on monies held in escrow by Escrow Agent shall inure to Escrow Agent. Escrow fees shall be charged one-half to BUYER and one-half to SELLER. Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. BUYER and SELLER agree that failure by either to respond in writing to a certified letter from Escrow Agent or Broker within **seven (7)** calendar days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within **thirty (30)** calendar days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.





23. **RISK OF LOSS PRIOR TO CLOSING:** In the event that prior to Closing and delivery of the Deed, any of the improvements or contents which are a part of the Property being sold hereunder are lost or damaged by fire, flood, wind, hail or other causes which would normally be covered by an "all risk" hazard policy of insurance, the following shall apply:
- The proceeds of any insurance on such improvements or contents shall belong to SELLER. SELLER, at SELLER'S option, may repair such loss or damage so as to restore the improvements or contents to as good a condition as exists at the date of execution of this Contract, except that in the case of new construction, SELLER shall have improvements completed as per attached plans and specifications.
  - If SELLER does not, prior to the Closing Date, replace or restore to their previous condition the improvements or contents that are damaged, BUYER may cancel this Contract by giving written notice to SELLER.
  - In the event of cancellation of this Contract by BUYER pursuant to the terms of this paragraph, all earnest money and any other money paid directly to SELLER shall be returned to the BUYER and this Contract shall be null and void.
24. **INGRESS AND EGRESS:** SELLER warrants that there is ingress to and egress from the above-described Property.
25. **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**
- Kansas Bureau of Investigation Information:** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's Office.
  - Radon:** Every BUYER of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERs to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homeBUYERs have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>.
  - Lead Based Paint Disclosure.** If the property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead-based paint.
26. **VARIABLES:** Balance subject to prorating and adjustment shall be increased or decreased as may be required by interest, other expenses and revenue to Closing Date. The amount of any mortgage escrow deposits shall be credited to SELLER.
27. **FEMININE-MASCULINE, SINGULAR-PLURAL:** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.
28. **KANSAS LAW APPLIES:** This Contract and its validity, construction and performance shall be governed by the laws of Kansas.
29. **TIME:** Time is of the essence in this Contract. No advancement or delay will be granted unless in writing and signed by the parties. Any reference to a time period shall mean calendar days, unless otherwise specified. Should the end of a time period fall on a legal holiday, the termination time shall be extended to 5:00 p.m. of the next calendar day. All time references in this Contract will be considered Central Time zone.
30. **MERGER CLAUSE:** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understanding, oral or written, made prior to or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.
31. **PERSONS BOUND-COPIES:** This Contract shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall, for all purposes, constitute one agreement.
32. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this Contract.
33. **FACSIMILE/ELECTRONIC DELIVERY:** For purposes of this document and any addenda, attachments or amendments thereto, BUYER and SELLER agree to accept facsimile (FAX) signatures and initials, or scanned originals delivered electronically, as originals.
34. **ELECTRONIC SIGNATURES AND TRANSACTIONS:** BUYER, SELLER and BROKERS agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, BROKERS have no authority or power of attorney to enter into electronic agreements with other parties on behalf of the BUYER or SELLER without the BUYER'S or SELLER'S explicit authorization.





**Cyber Protection:** Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

35. **MARKETING INSTRUCTIONS:** BUYER and SELLER agree that SELLER, at SELLER'S option, may continue to market this Property for sale and may accept other contracts, so long as those contracts shall be subordinate to this Contract.

36. **ATTACHMENTS:** The following items have been addressed, attached and incorporated into this Contract:

- |  |  |
|--|--|
| <input type="checkbox"/> <u>Sale of Residence Contingency</u>        | <input type="checkbox"/> <u>Flood Plain Attachment</u>                 |
| <input type="checkbox"/> <u>Appraised Value Contingency Addendum</u> | <input type="checkbox"/> <u>Plans and Specifications</u>               |
| <input type="checkbox"/> <u>FHA Attachment</u>                       | <input type="checkbox"/> <u>New Construction Warranty Addendum</u>     |
| <input type="checkbox"/> <u>VA Attachment</u>                        | <input type="checkbox"/> <u>New Construction Performance Standards</u> |
| <input type="checkbox"/> <u>Short Sale Addendum</u>                  | <input type="checkbox"/> <u>Transaction Broker Addendum</u>            |
| <input type="checkbox"/> <u>Rural Property Attachment</u>            | <input type="checkbox"/> _____   |
| <input type="checkbox"/> <u>Lead Based Paint Disclosure</u>          | <input type="checkbox"/> _____   |
| <input type="checkbox"/> <u>Environmental Disclosures</u>            | <input type="checkbox"/> _____   |
| <input type="checkbox"/> <u>Agency Franchise Disclosure Addendum</u> | <input type="checkbox"/> _____   |

37. **SUPPLEMENTAL INFORMATION:** The parties acknowledge receipt of the following documented information:

- |  |   |
|--|---|
| <input type="checkbox"/> Plat                                | <input type="checkbox"/> Inspection Report(s)               |
| <input type="checkbox"/> HOA Information                     | <input type="checkbox"/> <u>Transaction Broker Addendum</u> |
| <input type="checkbox"/> Covenants/Restrictions              | <input type="checkbox"/> _____                              |
| <input type="checkbox"/> Kansas Energy Efficiency Disclosure | <input type="checkbox"/> _____                              |
| <input type="checkbox"/> Home Warranty Program               | <input type="checkbox"/> _____                              |

38. **SPECIAL PROVISIONS:**

*a. It is understood and agreed the properties are currently subject to Special Assessments for City Sewer and City Paving, and shall be prorated to the Closing Date as described in Paragraph 17a.*

*b. It is understood and agreed this Contract is contingent upon Buyer and Seller entering into a separate Contract for the properties described as: Lots 10-13, Block A, Meier's Place Subdivision, Lots 1-10, Block B, Meier's Place Subdivision, Lots 1-11, Block C, Meier's Place Subdivision, Lots 1-10, Block D, Meier's Place Subdivision, and Lots 4-8, Block E, Meier's Place Subdivision, in Topeka, KS 66608, concurrently with the signing of this Contract by both parties, or this Contract shall be null and void and earnest money returned to Buyer. In the event said separate Contract for the aforementioned properties cancels, either Buyer or Seller may elect to cancel this Contract and earnest money shall be returned to Buyer.*

*c. It is understood and agreed Buyer is hereby granted a 45-day due diligence period (which shall begin after full execution of this Contract by both parties) to conduct any and all inspections of the property. Any inspection, document research, zoning questions etc., will be obtained at Buyer's sole expense as deemed necessary by Buyer. During the due diligence period, Buyer may withdraw from this Contract for any reason or for no reason, with written notice to Seller with all earnest money being returned to Buyer. At the expiration of the due diligence, if no notice of cancellation has been given to Seller, Buyer shall proceed to Closing as detailed in this Contract and all earnest money shall become non-refundable.*





39. **ACCEPTANCE OF CONTRACT:** This Contract must be executed by all parties before  a.m.  p.m., on \_\_\_\_\_ (date), or it shall be null and void.

**SELLER**

**BUYER**

*Gen III Construction & Development, LLC, a Kansas limited liability company*

*Eugene L. Meier*  
\_\_\_\_\_  
**Eugene L. Meier**

*Walker Bassett*  
\_\_\_\_\_  
**Walker Bassett, Member**

dotloop verified  
02/23/24 6:50 PM CST  
SZUI-OKH9-AY2A-J17H

Date: 2-23-24

Date: 02/23/2024

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OPTIONAL Contact Information**

Listing Company

Selling Company

Office Address

Office Address

Listing Licensee (Please Print)

Selling Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address

Licensee Email Address

Listing Licensee (Please Print)

Selling Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address

Licensee Email Address



EXHIBIT C

LBOR Approved Template 01/01/2023
Formatted for use by Stephens Real Estate Paragraphs 36, 37, Signature lines and Optional Contact Information section



[X] If checked, this Sales Contract Template has been modified by Abigail Hummel (name), 02/09/2024 (insert date mm/dd/yyyy).

SALES CONTRACT

File Number \_\_\_\_\_

THIS CONTRACT TEMPLATE APPROVED BY LEGAL COUNSEL FOR THE LAWRENCE BOARD OF REALTORS®
THIS IS A LEGALLY BINDING CONTRACT, NOT AN OPTION

SELLER(S): Eugene L. Meier (ASP)

If known, please include Marital Status for each SELLER - ASP (a single person), AMP (a married person), AMC (a married couple)

BUYER(S): Gen III Construction & Development, LLC, a Kansas limited liability company

If known, please include Marital Status for each BUYER - ASP (a single person), AMP (a married person), AMC (a married couple)

Taking title as:

[ ] Joint Tenancy [ ] Tenants in Common [ ] \_\_\_\_\_

The Property described is sold and purchased on the following terms:

1. a. Legal Description / Include County:

Lots 10, 11, 12, and 13, Block A, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block B, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block C, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block D, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
and
Lots 4, 5, 6, 7, and 8, Block E, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.

b. Street Address: City, State, Zip
Lots 10-13, Block A, Meier's Place Subdivision, Lots 1-10, Block B, Meier's Place Subdivision, Lots 1-11, Block C, Meier's Place Subdivision, Lots 1-10, Block D, Meier's Place Subdivision, and Lots 4-8, Block E, Meier's Place Subdivision Topeka, KS 66608

c. The following personal property items are of no value and are being left for the convenience of all parties:
N/A

d. Personal Property Excluded:
N/A

Table with 2 columns: Description and Amount. Row 1: 2. PRICE: \$ 300,000.00. Row 2: a. Earnest money held in trust account by Kansas Secured Title, hereinafter referred to as Escrow Agent \$ 1,000.00. Row 3: b. New mortgage proceeds: See Paragraph #3: Financing (Amount does not include MIP, Funding Fee, or Guarantee Fee) \$ N/A. Row 4: c. Other: \$ N/A. Row 5: d. Balance of purchase price subject to adjustment and prorating, paid in certified funds at Closing (Price less a, b & c of this paragraph) \$ 299,000.00. Row 6: e. Additional SELLER paid costs (zero if left blank). In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed \$ N/A.





3. FINANCING:

THIS IS A CASH SALE

THIS IS A FINANCED SALE: This Contract is contingent upon BUYER obtaining the financing described in this paragraph, provided by: Lending Institution N/A, Loan Officer N/A.

a. Type of Financing: Loan(s) will be  owner-occupied Loan(s) or  investment Loan(s).

b. Loan Type:

- Conventional  
 FHA  
 VA  
 Rural Development  
 \_\_\_\_\_

c. Loan Terms:

Initial Interest rate not to exceed N/A %, points not to exceed N/A points,  
For a term of N/A years. Check if:  Fixed, or  Variable.

BUYER'S lender may afford BUYER the option to "lock in" the foregoing interest rate or to "float" the interest rate. If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms, even if different than those stated above. If BUYER has received a firm commitment from a lender on terms at or better than the terms stated above, and BUYER elects to float the rate, then BUYER agrees to accept the rate and terms available from BUYER'S lender for which BUYER qualifies at closing. BUYER may obtain a loan on different **Loan Terms** than those described in 3c, provided that the **Loan Terms** of the loan do not result in additional costs to SELLER.

d. Loan Approval:

- i: BUYER'S loan approval  is not  is contingent on BUYER receiving proceeds from sale/closing of property located at N/A.
- ii: If money is being borrowed, then this Contract is conditioned upon BUYER obtaining a written firm commitment, which must include (if required by Lender) a satisfactory appraisal, credit verification, income/assets verification, and PMI approval, for a new purchase money mortgage in the principal amount of no more than the above-stated new mortgage proceeds by, on, or before N/A.

BUYER shall act diligently and in good faith to obtain a mortgage loan as set out in this paragraph and shall make loan application within **five (5)** business days of the acceptance of this contract. BUYER may, at BUYER'S option, accept a firm loan commitment for less than the amount identified in 2b. BUYER agrees to accept any firm commitment which meets the terms set out in this paragraph and agrees to comply with all requirements of the commitment. BUYER shall furnish SELLER with a copy of the commitment promptly after BUYER receives it. If BUYER is unable to obtain a commitment for the Loan(s) within the loan approval period, then, unless the parties agree to extend such date or BUYER delivers to SELLER a written waiver of this condition, **BUYER or SELLER may CANCEL THIS CONTRACT** by delivering written notice to the BUYER of their intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. If BUYER is unable to obtain the financing described herein, BUYER shall provide written evidence of rejection.

4. CLOSING DATE/DELIVERY OF DEED/DISTRIBUTION OF PROCEEDS:

- a. The Closing Date shall be on or before May 1st 2025, unless both parties agree in writing to advance or delay the Closing. "Closing" refers to the settlement of the transaction where the purchase price is paid to SELLER, prorations are made and the deed is delivered to BUYER. SELLER shall deliver possession and provide keys to BUYER immediately following payment of the purchase price to SELLER and recording of the deed. BUYER shall not occupy the Property or place personal property in or on the Premises prior to recording of the deed without the prior written consent of SELLER. If the Property is rented, the tenancy will be disclosed pursuant to paragraph eight (8) of this Contract.
- b. Unless otherwise agreed by the parties, at least three (3) calendar days before the Closing Date, SELLER shall execute and deliver to the Title Company or other Closing Agent, a general warranty deed or special warranty deed, or fiduciary deed (if SELLER is a corporation financial institution or fiduciary), and all other documents and funds reasonably necessary to complete the closing. **On or before the Closing Date, SELLER and BUYER agree to deliver to the Closing Agent a CASHIER'S CHECK, WIRE, OR OTHER CERTIFIED FUNDS sufficient to satisfy their respective obligations under this Contract.**





- c. BUYER shall pay the closing fee. "Closing fee" is the fee charged by the closing agent with a title company, or closing company, to facilitate the closing of the real estate transaction.
5. **TITLE INSURANCE:** SELLER shall furnish BUYER marketable title, from Kansas Secured Title (Escrow Agent if left blank), subject to liens, encumbrances, exceptions or qualifications specified in this Contract and those which shall be discharged by SELLER at or before Closing. SELLER shall furnish BUYER, before Closing, a commitment for an owner's title insurance policy in the amount of the purchase price, insuring BUYER'S title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract, and those which shall be discharged by SELLER at or before Closing. BUYER shall have **five (5)** calendar days after receipt, to examine the title insurance commitment and to notify SELLER in writing of any requirements to make the title marketable. SELLER shall have until Closing to cause the title to be made marketable. If defects precluding marketability are not removed by Closing, BUYER may either accept title or **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall diligently attempt, before Closing, to correct any defects to marketability of which BUYER has notified SELLER in writing and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Record Title Act, as amended, shall control. BUYER agrees to use the title company selected by SELLER for all applicable title services, unless otherwise stated in Special Provisions.
6. **SURVEY:** BUYER may, at BUYER'S expense, obtain a "staked" survey of the Property before the Closing Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey. BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a "staked" survey. A title insurance company typically requires a "staked" survey in order to provide survey coverage to the BUYER. Prior to the Closing Date, BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. SELLER shall remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not so remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title SELLER is able to convey without adjustment in the purchase price, or (b) **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.
7. **INSPECTIONS:**  
BUYER or BUYER'S representative, at BUYER'S expense, shall have the right, on or before N/A - WAIVED (10 calendar days if left blank) (the "Inspection Period") after Contract acceptance date, to conduct and complete inspections to evaluate the present condition of the Property and its major systems. All inspections BUYER deems necessary must be completed by the end of the allowed Inspection Period (inspection(s), inspection(s) results, and all written inspection reports). BUYER may have the Property inspected by an **independent, qualified inspector(s)**, including, without limitation, the following: (1) mechanical equipment, plumbing and electrical systems, heating and central air conditioning system; (2) structural aspects of the Property, including without limitation, the following: foundation, slab, drainage, roof, fireplace, chimney, siding, windows, doors, ceiling, floors, walls, insulation, the interior, the exterior, fence, deck, patio, sidewalk or driveway; (3) environmental or health hazards affecting the Property, including without limitation, the following: radon gas, asbestos, mold, lead based paint, or any other environmental or health hazard. (4) active pest infestation, existence of active infestation by, and/or damage from, termite/wood-destroying pests (or evidence of past untreated infestation).
- See Rural Property Attachment to Sales Contract.
- a. **Access to Property and Re-Inspections:** SELLER shall afford BUYER reasonable access to the Property to conduct the inspection(s), re-inspection(s) inspection of any repair(s) completed by SELLER, and/or final walk-through, prior to Closing. Such inspections shall be scheduled at any reasonable time convenient to SELLER. BUYER shall be responsible for correcting and/or paying for any damage to the Property resulting from the inspection(s).
- b. **Inspection Reports:** BUYER/BUYER'S Representative shall provide SELLER/SELLER'S Representative with a copy of any written inspection report(s) with any inspection deficiency requirements BUYER may make of SELLER as allowed in Paragraph 7d of this Contract or said written reports shall be delivered to SELLER/SELLER'S Representative prior to the termination of the Inspection Period in absence of an inspection deficiency request or said written reports must accompany BUYER'S cancellation notice.
- c. **Exclusions from Inspection:** Any items that are strictly of a cosmetic nature that do not pertain to the mechanical or structural integrity or safety of the Property. Inspections are not intended to identify either cosmetic imperfections or other features of the Property. The following items are expressly excluded from the foregoing inspection provisions, shall not be considered unacceptable conditions, and may not be used by the BUYER as a basis for canceling this Contract or requesting repairs: N/A
- d. **Unacceptable Conditions:** Any condition identified in a written inspection report(s) prepared by an independent qualified inspector(s) of BUYER'S choice, which condition(s) is unacceptable to BUYER (Deficiencies) and not otherwise excluded by this Contract.





If BUYER'S inspection(s) reveal deficiencies, BUYER may perform either of the following with a marked checkbox within the Inspection Period:

**CANCEL THIS CONTRACT** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to cancel in the form of a written contract cancellation agreement within the Inspection Period and, upon execution of the cancellation agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void, **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS-IS" condition.

**REQUIRE REPAIRS** of SELLER by delivering written notice to SELLER/SELLER'S Representative of deficiencies which exist in/on the Property which require correction by SELLER. Said deficiencies must be delivered to SELLER/SELLER'S Representative in writing prior to the expiration of the Inspection Period by providing an itemized list describing the deficiencies in reasonable detail. BUYER and SELLER will have *N/A* (5 calendar days if left blank) after SELLER/SELLER'S Representative receipt of BUYER'S notice of deficiencies (the "Inspection Negotiation Period"), to reach a written agreement detailing the resolution of the deficiencies **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS IS" condition..

Cost to correct deficiencies: BUYER shall pay the first \$ *N/A* (\$0 if left blank) of the total costs of correction, and any costs required above such amount shall be paid by SELLER.

- i. Any of the following executed and delivered to the other party or other party's representative prior to the expiration of the Inspection Negotiation Period will constitute such an agreement:
  - a. SELLER'S signature agreeing to do everything requested by BUYER on the original notice of deficiencies; or
  - b. A revised statement of deficiencies signed by BUYER and SELLER detailing the deficiencies to be corrected by SELLER; or
  - c. BUYER'S signature on a statement of deficiencies accepting the Property in its present condition.
- ii. If no agreement resolving the deficiencies is reached during the Inspection Negotiation Period as provided above, then after the expiration of the Inspection Negotiation Period either of the following is permitted under the Contract:
  - a. Negotiations between SELLER and BUYER may still proceed. However, any agreement resolving the deficiencies must be in writing and signed by both parties.
  - b. Within **one** (1) calendar day of the expiration of the Inspection Negotiation Period BUYER may accept the property in its present "As-Is" condition by delivering BUYER'S written executed notice.
  - c. BUYER or SELLER may unilaterally cancel this Contract after the expiration of the **one** (1) calendar day period above by written notice to the other in the form of a contract cancellation agreement (which the receiving party hereby agrees to immediately sign and return to the other) directing Escrow Agent to release all earnest monies held to BUYER. Upon execution by all parties, this Contract shall be declared null and void and all obligations to the other shall cease.
- e. **BUYER'S notice of cancellation, "AS-IS" acceptance, or submission of deficiencies terminates the Inspection Period.**
- f. **Quality of Repairs:** SELLER agrees that any corrections which SELLER performs shall be completed in a workmanlike manner with good quality materials.
- g. **Failure to Inspect/Failure to Deliver Written Notice to SELLER:** If BUYER fails to conduct an inspection(s) and/or deliver a written notice to SELLER/SELLER'S Representative per paragraph 7d, BUYER shall have waived any right to cancel and/or right to repairs due to deficiencies which might reasonably have been discovered by an inspection, and shall be deemed to have accepted the Property in its present "AS-IS" condition at Closing.
- h.  **Waiver of Inspections:** BUYER hereby waives the right to conduct inspections. BUYER shall have waived any right to cancel and/or right to repairs due to unacceptable conditions which might reasonably have been discovered by an inspection and shall be deemed to have accepted the Property in its present "AS IS" condition at Closing.

By initialing below, BUYER hereby waives the right to conduct inspections.

  
BUYER'S INITIALS  
02/23/24  
3:56 PM CST  
dotloop verified

\_\_\_\_\_  
BUYER'S INITIALS





8. OCCUPANTS OTHER THAN SELLER:

Check if the property is currently leased.

If the property, or any portion of the property is currently leased, and the lease extends beyond the closing date, on or before N/A (3 calendar days if left blank), SELLER shall furnish BUYER with copies of all leases, and records of all received rents and deposits paid. BUYER shall have three (3) calendar days from receipt of all leases and records of all received rents and deposits to CANCEL THIS CONTRACT by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall deliver and assign to BUYER all original leases on Closing Date. Advance rents, deposits and prorated rents will be credited to BUYER at Closing. BUYER shall assume all obligations under the leases and indemnify and hold the SELLER harmless with respect to the BUYER'S performance under such leases.

If the property is currently leased and the lease terminates prior to Closing, SELLER will provide written evidence of lease termination in lieu of copies of all leases, and records of all received rents and deposits paid, within the time period in the paragraph above. Unless otherwise agreed, no new leases or modifications/extensions to existing leases will be negotiated and/or executed without the written permission of BUYER.

9. SELLER'S DISCLOSURE STATEMENT:

a. SELLER shall provide BUYER with the following disclosure statements, as applicable, prior to the signing of this Contract: SELLER'S Property Condition Disclosure Statement, Lead-Based Paint Disclosure, and Kansas Energy Efficiency Disclosure. SELLER verifies that the SELLER'S Disclosure Statement, executed concurrently with the Exclusive Right of Sale, is current and valid to date.

ELM  
SELLER'S INITIALS

\_\_\_\_\_  
SELLER'S INITIALS

b. BUYER acknowledges receipt of the above applicable disclosure statements prior to, or concurrently with, signing of this contract.

WB  
02/23/24  
BUYER'S INITIALS  
dotloop verified

\_\_\_\_\_  
BUYER'S INITIALS

10. HOME WARRANTIES AND HAZARD INSURANCE:

a. BUYER'S Warranty Plan (Check if applicable):  SELLER or  BUYER, at a cost not to exceed \$ N/A (amount not to include additional costs for SELLER'S coverage), agrees to purchase a homeBUYER'S warranty plan from N/A to be paid at closing. This plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to a per claim deductible of \$ N/A. The (Check one)  Listing Agent  Selling Agent shall be responsible for making arrangements for the warranty plan and submitting required documentation to the settlement agent prior to Closing.

b. By initialing below, both BUYER and SELLER are declining a warranty at this time.

ELM  
SELLER'S INITIALS

WB  
02/23/24  
6:56 PM CST  
BUYER'S INITIALS  
dotloop verified

c. Hazard Insurance: BUYER acknowledges that hazard insurance is available through various sources.

11. AGENCY DISCLOSURE: (applicable sections must be checked): SELLER and BUYER acknowledge receiving the "Real Estate Brokerage Relationships" brochure prior to their execution of this Contract. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as SELLER'S agents, BUYER'S agents, Designated Agents, or as Transaction Brokers. Pursuant to the following disclosure:

(Listing Company)	<u>Stephens Real Estate</u>	(Name of Licensee)	<u>Abigail Hummel</u>
Is functioning as	<input type="checkbox"/> SELLER'S Agent	<input checked="" type="checkbox"/> Designated SELLER'S Agent	<input type="checkbox"/> Transaction Broker
(Selling Company)	<u>Berkshire Hathaway HomeServices First, Realtors</u>	(Name of Licensee)	<u>Walker Bassett / Rich Bassett</u>
Is functioning as	<input type="checkbox"/> SELLER'S Agent	<input type="checkbox"/> Designated SELLER'S Agent	<input checked="" type="checkbox"/> Designated BUYER'S Agent
	<input type="checkbox"/> BUYER'S Agent	<input checked="" type="checkbox"/> Designated BUYER'S Agent	<input type="checkbox"/> Transaction Broker

Types of Brokerage Relationships: A real estate licensee may work with a BUYER or SELLER as a SELLER'S agent, BUYER'S agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the SELLER and BUYER must be included in any contract for sale and in any lot reservation agreement.





**SELLER'S Agent:** The SELLER'S agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent. In order to function as a SELLER'S agent, the broker must enter into a written agreement to represent the SELLER. Under a SELLER agency agreement, all licensees at the brokerage are SELLER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a SELLER'S agent and the supervising broker of the designated agent functions as a transaction broker.

**BUYER'S Agent:** The BUYER'S agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent. In order to function as a BUYER'S agent, the broker must enter into a written agreement to represent the BUYER. Under a BUYER agency agreement, all licensees at the brokerage are BUYER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a BUYER'S agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Complete only if Licensee representing SELLER or BUYER has a financial interest as a SELLER OR BUYER, OR is an immediate family member of SELLER OR BUYER:**

- Abigail Hummel**, Licensee assisting SELLER,  
 DOES HAVE a financial interest in this transaction AS A SELLER.  
 IS an immediate family member of a party that has a financial interest in this transaction as a SELLER.  
Licensee  DOES  DOES NOT have a financial interest due to this relationship.

- Walker Bassett / Rich Bassett**, Licensee assisting BUYER,  
 DOES HAVE a financial interest in this transaction AS A BUYER.  
 IS an immediate family member of a party that has a financial interest in this transaction as a BUYER.  
Licensee  DOES  DOES NOT have a financial interest due to this relationship.

For purposes of the foregoing disclosures, "immediate family member" means spouse, parent, child or sibling. "Interest" is defined in K.S.A. 58-3035(i).

12. **RESTRICTIONS, EASEMENTS, LIMITATIONS, and TAXES:** BUYER shall take title subject to the following: zoning restrictions, prohibitions or other requirements imposed by governmental authority; restrictions, covenants and matters appearing on the plat of record; public utility easements of record, provided they are located contiguous to the Property lines; taxes and special assessments prorated to Closing Date, as described in paragraph 17 of this Contract.
13. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted or attached shall supersede all conflicting printed provisions.
14. **ASSIGNABILITY:** This Contract and any right or interest in the Property are assignable only with the written consent of SELLER and BUYER.
15. **CONTRACT ACCEPTANCE DATE:** Date of this Contract is the date the last party signed or initialed mutually acceptable changes.
16. **LIENS:** SELLER certifies that at Closing there will be no lien claimants, nor potential lien claimants, nor improvements to the Property being sold for 120 calendar days prior to Closing Date. If there have been improvements on or to the above-described Property within 120 calendar days prior to the Closing Date, SELLER shall deliver releases or waivers from the general contractors, subcontractors, suppliers and material men furnishing the labor or materials for such improvements, together with such affidavits as SELLER may reasonably require naming such persons and reciting that all bills that might serve as a basis for liens of any type have or will be paid prior to or at Closing.
17. **TAXES & ASSESSMENTS:**
- Real Estate taxes and any installments of special assessments for the Closing year shall be prorated to the Closing Date based upon the current available mill levy and assessed valuation. SELLER shall pay, or credit to BUYER as BUYER'S lender may require, the real estate taxes and any installments of special assessments for all prior years.
  - Taxes shall be prorated at Closing with BUYER being responsible for payment of taxes on any parcels closed and recorded prior to December 20 of the current year.
  - In the event that improvements have been made or special benefits have been assessed upon the herein-described Property which were not in existence on January 1 of the previous year, then such proration shall be based on an equitable estimate agreed upon between the parties prior to Closing.
  - Installments of special assessments becoming payable following Closing shall be assumed by the BUYER.
  - BUYER and SELLER acknowledge that reappraisal of all real estate is an ongoing process in the State of Kansas, which may change the real estate taxes on this Property this year and in the future.





18. **INTERIM MAINTENANCE / FINAL WALK THROUGH:** Between the date of this Contract and the Closing Date, the Property shall be maintained by SELLER in the same condition as at the date of this Contract, ordinary wear and tear excepted. Prior to Closing, BUYER / BUYER's representative shall have the opportunity to conduct a final walk through of the property to assure that all conditions of this Contract and any addenda and/or amendments thereto have been met.
19. **UTILITIES:** BUYER agrees to have all utilities changed to BUYER'S name as of the Closing Date, and further agrees that SELLER is entitled to all utility deposits made by SELLER in relation to the operation of the Property. SELLER will keep water, gas, and electric services on until the date of closing, unless otherwise agreed in writing. SELLER will pay all utility charges up through Closing Date. Final readings to be promptly requested by SELLER.
20. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract, shall be submitted to mediation in accordance with the HomeSELLERS/HomeBUYERS Rules and Procedures of the Dispute Resolution System. Disputes shall include representations made by the BUYER, SELLER, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.  
The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, escrow contract, or installment contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; or (e) violation of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.  
By signing below the parties hereby acknowledge receipt of the standard announcement brochure for the HomeSELLERS/HomeBUYERS Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in accordance with the HomeSELLERS/HomeBUYERS Dispute Resolution System, and rules and procedures of the mediation provider.
21. **DEFAULTS AND REMEDIES:** Subject to the Mediation Provision in this Contract, SELLER or BUYER shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.
- a. **Default by SELLER:** In the event SELLER is unable or fails to furnish title or possession as agreed in this Contract, BUYER may **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.  
If, however, SELLER'S failure to furnish marketable title to BUYER shall be caused by SELLER'S willful act or omission, BUYER shall be entitled to pursue any remedies available at law or in equity.
- b. **Default by BUYER:** If BUYER does not pay all sums and comply with all obligations hereunder within the time provided, SELLER may notify Escrow Agent and BUYER in writing, in which case all sums paid shall be retained for the account of SELLER as liquidated damages in full settlement of any claims, the Deed shall be returned to SELLER, and all parties shall be relieved of any obligation hereunder, or SELLER may pursue such other remedies as provided by law or in equity.  
A party determined to be in default of its obligations under this Contract by a court of competent jurisdiction shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees, court costs or other expenses of any nature incurred by the non-defaulting party as a result of the default or as necessary to enforce the non-defaulting party's rights under this Contract. This award of fees, costs and expenses to the non-defaulting party shall in no way be construed as a limitation to the damages or relief which the non-defaulting party may be entitled to at law or in equity.
22. **ESCROW:** Escrow Agent is authorized and agrees to hold all payments in an escrow or trust account pursuant to Kansas Statutes and to disburse at Closing as provided in this Contract. In case of doubt or question as to liabilities, Escrow Agent may (a) continue to hold all funds until the parties mutually agree in writing or until a court of competent jurisdiction determines the rights of the parties, or (b) deposit all funds so held with the Clerk of the District Court of the county in which the Property is located and, after notifying all parties in writing, Escrow Agent's liability shall cease, except to account for any sums previously delivered. If, because of duties as Escrow Agent, Escrow Agent is made a party to any suit or proceeding, Escrow Agent shall be indemnified for all costs and expense by the parties. Escrow Agent shall not be liable to any person for mis-delivery to BUYER or SELLER of escrow funds unless due to willful breach of this Contract or gross negligence. Any interest earned on monies held in escrow by Escrow Agent shall inure to Escrow Agent. Escrow fees shall be charged one-half to BUYER and one-half to SELLER.  
Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. BUYER and SELLER agree that failure by either to respond in writing to a certified letter from Escrow Agent or Broker within **seven (7)** calendar days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within **thirty (30)** calendar days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.





23. **RISK OF LOSS PRIOR TO CLOSING:** In the event that prior to Closing and delivery of the Deed, any of the improvements or contents which are a part of the Property being sold hereunder are lost or damaged by fire, flood, wind, hail or other causes which would normally be covered by an "all risk" hazard policy of insurance, the following shall apply:
- The proceeds of any insurance on such improvements or contents shall belong to SELLER. SELLER, at SELLER'S option, may repair such loss or damage so as to restore the improvements or contents to as good a condition as exists at the date of execution of this Contract, except that in the case of new construction, SELLER shall have improvements completed as per attached plans and specifications.
  - If SELLER does not, prior to the Closing Date, replace or restore to their previous condition the improvements or contents that are damaged, BUYER may cancel this Contract by giving written notice to SELLER.
  - In the event of cancellation of this Contract by BUYER pursuant to the terms of this paragraph, all earnest money and any other money paid directly to SELLER shall be returned to the BUYER and this Contract shall be null and void.
24. **INGRESS AND EGRESS:** SELLER warrants that there is ingress to and egress from the above-described Property.
25. **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**
- Kansas Bureau of Investigation Information:** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's Office.
  - Radon:** Every BUYER of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homeBUYERS have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>.
  - Lead Based Paint Disclosure.** If the property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead-based paint.
26. **VARIABLES:** Balance subject to prorating and adjustment shall be increased or decreased as may be required by interest, other expenses and revenue to Closing Date. The amount of any mortgage escrow deposits shall be credited to SELLER.
27. **FEMININE-MASCULINE, SINGULAR-PLURAL:** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.
28. **KANSAS LAW APPLIES:** This Contract and its validity, construction and performance shall be governed by the laws of Kansas.
29. **TIME:** Time is of the essence in this Contract. No advancement or delay will be granted unless in writing and signed by the parties. Any reference to a time period shall mean calendar days, unless otherwise specified. Should the end of a time period fall on a legal holiday, the termination time shall be extended to 5:00 p.m. of the next calendar day. All time references in this Contract will be considered Central Time zone.
30. **MERGER CLAUSE:** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understanding, oral or written, made prior to or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.
31. **PERSONS BOUND-COPIES:** This Contract shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall, for all purposes, constitute one agreement.
32. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this Contract.
33. **FACSIMILE/ELECTRONIC DELIVERY:** For purposes of this document and any addenda, attachments or amendments thereto, BUYER and SELLER agree to accept facsimile (FAX) signatures and initials, or scanned originals delivered electronically, as originals.
34. **ELECTRONIC SIGNATURES AND TRANSACTIONS:** BUYER, SELLER and BROKERS agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, BROKERS have no authority or power of attorney to enter into electronic agreements with other parties on behalf of the BUYER or SELLER without the BUYER'S or SELLER'S explicit authorization.





**Cyber Protection:** Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

35. **MARKETING INSTRUCTIONS:** BUYER and SELLER agree that SELLER, at SELLER'S option, may continue to market this Property for sale and may accept other contracts, so long as those contracts shall be subordinate to this Contract.

36. **ATTACHMENTS:** The following items have been addressed, attached and incorporated into this Contract:

- |  |  |
|--|--|
| <input type="checkbox"/> <u>Sale of Residence Contingency</u>        | <input type="checkbox"/> <u>Flood Plain Attachment</u>                 |
| <input type="checkbox"/> <u>Appraised Value Contingency Addendum</u> | <input type="checkbox"/> <u>Plans and Specifications</u>               |
| <input type="checkbox"/> <u>FHA Attachment</u>                       | <input type="checkbox"/> <u>New Construction Warranty Addendum</u>     |
| <input type="checkbox"/> <u>VA Attachment</u>                        | <input type="checkbox"/> <u>New Construction Performance Standards</u> |
| <input type="checkbox"/> <u>Short Sale Addendum</u>                  | <input type="checkbox"/> <u>Transaction Broker Addendum</u>            |
| <input type="checkbox"/> <u>Rural Property Attachment</u>            | <input type="checkbox"/> _____   |
| <input type="checkbox"/> <u>Lead Based Paint Disclosure</u>          | <input type="checkbox"/> _____   |
| <input type="checkbox"/> <u>Environmental Disclosures</u>            | <input type="checkbox"/> _____   |
| <input type="checkbox"/> <u>Agency Franchise Disclosure Addendum</u> | <input type="checkbox"/> _____   |

37. **SUPPLEMENTAL INFORMATION:** The parties acknowledge receipt of the following documented information:

- |  |   |
|--|---|
| <input type="checkbox"/> Plat                                | <input type="checkbox"/> Inspection Report(s)               |
| <input type="checkbox"/> HOA Information                     | <input type="checkbox"/> <u>Transaction Broker Addendum</u> |
| <input type="checkbox"/> Covenants/Restrictions              | <input type="checkbox"/> _____                              |
| <input type="checkbox"/> Kansas Energy Efficiency Disclosure | <input type="checkbox"/> _____                              |
| <input type="checkbox"/> Home Warranty Program               | <input type="checkbox"/> _____                              |

38. **SPECIAL PROVISIONS:**

a. *It is understood and agreed that Lots 10-13, Block A, Meier's Place Subdivision and Lots 4-8, Block E, Meier's Place Subdivision are currently subject to Special Assessments for City Sewer and City Paving, and shall be prorated to the Closing Date as described in Paragraph 17a.*

b. *It is understood and agreed this Contract is contingent upon Buyer and Seller entering into a separate Contract for the properties described as: Lots 9-12 NW Greenwood Court, Lots 1-3, 7-9 NW 8<sup>th</sup> Street, and Lots 1-2, 4-6 NW Vail Court, in Topeka, KS 66608, concurrently with the signing of this Contract by both parties, and the successful Closing of said Contract, or this Contract shall be null and void. In the event said Contract for the aforementioned properties cancels, either Buyer or Seller may elect to cancel this Contract.*

c. *It is understood and agreed Buyer is hereby granted a 365-day due diligence period (which shall begin after full execution of this Contract by both parties) to conduct any and all inspections of the property. Any inspection, document research, zoning questions etc., will be obtained at Buyer's sole expense as deemed necessary by Buyer. During the due diligence period, Buyer may withdraw from this Contract for any reason or for no reason, with written notice to Seller. At the expiration of the due diligence, if no notice of cancellation has been given to Seller, Buyer shall proceed to Closing as detailed in this Contract and all earnest money shall be delivered as described in Paragraph 2a and become non-refundable to Buyer.*

If Buyer withdraws from this contract during the due diligence period, Seller shall return all earnest money to Buyer.

*WB*  
02/23/24  
6:56 PM CST  
dotloop verified





39. ACCEPTANCE OF CONTRACT: This Contract must be executed by all parties before \_\_\_\_  a.m.  p.m., on \_\_\_\_ (date), or it shall be null and void.

**SELLER**

*Eugene L. Meier*  
\_\_\_\_\_  
**Eugene L. Meier**

Date: 2-23-24

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER**

**Gen III Construction & Development, LLC, a Kansas limited liability company**

*Walker Bassett*  
\_\_\_\_\_  
**Walker Bassett, Member**

dotloop verified  
02/23/24 6:56 PM CST  
DKA9-K2JC-F700-SZIQ

Date: 02/23/2024

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OPTIONAL Contact Information**

Listing Company

Office Address

Listing Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Licensee Email Address

Listing Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Licensee Email Address

Selling Company

Office Address

Selling Licensee (Please Print)

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address

Selling Licensee (Please Print)

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address



EXHIBIT D

Shawnee County Treasurer  
200 SE 7th, Room 101  
Topeka KS 66603

Dear Shawnee County Treasurer:

The City of Topeka requires any entity applying for a Rural Housing Incentive District to be in good standing with Shawnee County and all outstanding taxes paid. For your convenience, we have developed the template below to be filled out on the applicant. All completed forms can be sent directly to Rhiannon Friedman at [rmfriedman@topeka.org](mailto:rmfriedman@topeka.org) or mailed to City of Topeka Economic Development, 621 SE Madison / Unit 11, Topeka KS 66607.

Sincerely,



Rachelle Mathews  
Deputy Director of Financial Services

Taxpayer Name: Gen III Construction & Development LLC, Rich Bassett & Walker Bassett Partners

Date: 3/11/2024

Does the Entity listed above owe any outstanding and unpaid taxes as of the date above?

Yes  N <sup>1st</sup> ~~may~~ Paid 11/20/23 Amount owed (if any): \_\_\_\_\_

Name and Title: Christine Huffman - Tax Manager

Signature: [Handwritten Signature]

Date: 3-11-24



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

---

**DATE:** September 10, 2024  
**CONTACT PERSON:** Rhiannon Friedman, Planning and Development Director  
**DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Gen III Construction and Development LLC  
**PROJECT #:**  
**CATEGORY/SUBCATEGORY**  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:**  
**JOURNAL #:**  
**PAGE #:**

---

**DOCUMENT DESCRIPTION:**

**FUNDING AGREEMENT** between Gen III Construction and Development, LLC and the City of Topeka.

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

*(The agreement is for the Riverstone (Meier's Place) RHID. If approved, the developer will pay the City sufficient moneys to cover the City's cost in analyzing and effecting the districts creation.)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

Whether to approve the funding agreement for Riverstone (Meier's Place) RHID.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body move to approve the funding agreement.

**BACKGROUND:**

Gen III Construction, LLC plans to develop and sell 15 single-family homes ranging from 1,200 to 1,750 square feet utilizing the RHID program.

**BUDGETARY IMPACT:**

No net increased cost to the City.

**SOURCE OF FUNDING:**

Funding agreement with developer will serve as the funding source to evaluate the proposed RHID project

**ATTACHMENTS:**

**Description**

Funding Agreement - Riverstone (Meier's Place) RHID  
9452 RHID Policy  
Gen III Riverstone (Meier's Place) RHID Housing Plan

**City of Topeka Contract No. \_\_\_\_\_**  
**FUNDING AGREEMENT**

THIS FUNDING AGREEMENT (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Gen III Construction & Development LLC (the “Applicant”) and the City of Topeka, Kansas (the “City”).

**RECITALS**

- A. The City is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas and authorized by certain statutory provisions to provide financial incentives for qualified development projects. The principal office of the City is located at City Hall, 215 SE 7<sup>th</sup> Street, Topeka, Kansas, 66603.
- B. The Applicant is a Kansas corporation and the owner of certain real property generally located in the southeast quadrant of NW Vail and NW Lyman (“Site”).
- C. The Applicant has requested that the City review and analyze Applicant’s request (the “Request”) to consider the use of certain financial incentives for economic development projects on the Site.
- D. In order to grant the Applicant’s Request, the City will incur expenses in the form of: (1) outside legal, fiscal and/or planning consultants; and (2) direct out-of-pocket expenses and other costs resulting from services rendered to the Applicant to review, evaluate, process and consider the Request.
- E. The City does not have a source of funds to finance the expenses referenced above and, therefore, requires that the Applicant pay, and/or reimburse the City for the payment of, such expenses; provided the costs are reasonable and incurred in a cost-efficient manner. The Applicant will be required to deposit funds with the City as described in Section 4 of this Agreement, which will be used by the City to pay for any actual out-of-pocket expenses necessary to perform a full evaluation of the Request (to include engaging consultants, as needed, for such evaluation) and to provide services described in Section 2 of this Agreement.
- F. By execution of this Agreement, the Applicant is asking the City to retain outside counsel and/or consultants in order to evaluate, consider and, if approved, to implement the Request.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

**1. Recitals.**

The recitals set forth above are hereby incorporated as though more fully set forth herein.

**2. Services to be performed by the City.**

The City shall retain outside counsel and consultants, which will cause it to incur expenses reasonably necessary to:

(a) Consider the Applicant's Request for use of economic development incentive tools permitted by Kansas Statute ("Incentives"), including but not limited to, tax increment financing, reinvestment housing incentives, community improvement district financing and industrial revenue bond financing.

(b) If approved by the Governing Body, permit the use of any of the requested Incentives for the project at the Site; establish the appropriate districts; give all appropriate notices; make all publications; prepare or review any relevant plans, studies and/or analyses necessary and appropriate in connection with the establishment of the district(s) and/or use of the Incentives; hold all hearings; prepare the required resolutions and ordinances; and take any further action required to comply with Kansas Statutes.

(c) If approved by the Governing Body, negotiate and draft a development agreement between the parties for use of any Incentives at the Site.

(d) If approved by the Governing Body, implement the various aspects of the Request. Note that in the event industrial revenue bonds are issued in connection with this project, bond counsel fees shall not be included as part of the Charges anticipated in connection with this Funding Agreement.

**3. Projected Consultants.**

As of the date of execution of this Funding Agreement, the City anticipates the consultants and/or counsel who will incur fees under this Agreement are as follows:

Columbia Capital Management, LLC  
Gilmore & Bell

**4. Payment.**

The Applicant shall pay the City for all reasonable charges for the City's outside counsel, consultant and staff time in providing the services set forth in Section 2 (the "Charges"), subject to the following conditions:

(a) Initial Deposit. In order to ensure the prompt and timely payment of the Charges, the Applicant shall establish a fund (the "Fund") by making an initial deposit of Twenty-Five Thousand Dollars and 00/100 dollars (\$25,000.00) to the City contemporaneous with the execution

of this Funding Agreement. The City shall pay all Charges from moneys on deposit in the Fund (as set forth in Section 5) and shall bill the Applicant pursuant to subsection (b) below to replenish the Fund pursuant to subsection (c) below to ensure that there is always a cash balance available from which additional disbursements may be made, as required.

(b) Itemized Statements. The City shall provide an itemized statement for the City's outside counsel, consultant and staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder. Such Fund statements shall be submitted no more often than monthly.

(c) Supplementary Funding. Once the initial deposit referenced in subsection (a) above has been depleted, the Applicant shall pay the City any supplementary amounts set forth on the itemized statements within thirty (30) days of receipt thereof to sufficiently replenish the Fund. If supplementary funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum; and the City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6. The Applicant shall provide any supplementary funds required in a timely manner so that the services to be performed by the City pursuant to this Agreement may continue without interruption.

## **5. Disbursement of Funds.**

(a) The City shall disburse the Funds as reimbursement for costs associated with the City's outside counsel, consultant and staff time, as well as other administrative expenses and actual out-of-pocket expenses in connection with the performance of its obligations under this Agreement, on or before the thirtieth (30<sup>th</sup>) day of each month. Upon reasonable notice, the City shall make its records available for inspection by the Applicant with respect to such disbursements.

(b) Nothing shall be construed to make any payments disbursed in accord with this Agreement ineligible to be reimbursed out of Incentive funds if such reimbursement is otherwise permissible based upon the applicable statute.

## **6. Termination.**

(a) In the event the Applicant fails to perform any of its obligations herein, the City may terminate this Agreement, at the City's sole discretion, upon thirty (30) days written notice to the Applicant; provided, however, that if the termination is related to a failure on the part of the Applicant to make any payments, when due, the Applicant may submit a written request for an opportunity to cure such non-payment prior to the expiration of the 30-day period.

(b) The Applicant may terminate this Agreement at any time, upon providing ten (10) days' written notice to the City, in the event it determines not to continue to pursue the Incentives.

(c) If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement and any monies due and owing

to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Applicant within thirty (30) days of such termination. In the event the balance of the Fund, if any, is insufficient to pay the outstanding Charges payable hereunder, the Applicant shall pay such Charges within thirty (30) days of receipt of a statement from the City of the balance required to pay such Charges.

**6. No obligation to proceed.**

The Applicant acknowledges that the City is not obligated by the execution of this Agreement to grant any portion of the Request and any and all actions are subject to the discretion of the Governing Body of the City and the requirements of the applicable statute(s).

Specifically, the Applicant acknowledges that the City is not obligated by the execution of this Agreement to establish any districts or approve any plans and acknowledges that the establishment of any districts and the approval of any plans are subject to the discretion of the Governing Body of the City and the requirements of the applicable statute(s).

**7. Notice.**

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Dr. Robert Perez  
City Manager  
City Hall, Room 352  
215 SE 7<sup>th</sup> Street  
Topeka, KS 66603

With a copy to:

Amanda Stanley  
City Attorney  
City Hall, Room 353  
215 SE 7<sup>th</sup> Street  
Topeka, KS 66603

To the Applicant:

Gen III Construction & Development LLC  
Attn: Walker Bassett  
2858 SW Villa West Dr  
Topeka, KS 66614

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

**8. Governing Law.**

This Agreement shall be construed in accordance with the laws of the State of Kansas.

*(Signatures on following page)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Gen III Construction & Development LLC

\_\_\_\_\_  
Its:

STATE OF KANSAS)

) ss.

COUNTY OF SHAWNEE )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_ who is personally known to me to be the same person who executed the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

MY APPOINTMENT EXPIRES:

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

CITY OF TOPEKA, KANSAS

\_\_\_\_\_  
Dr. Robert Perez, City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY
DATE _____ BY _____

\_\_\_\_\_  
Brenda Younger, City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Gen III Construction & Development LLC

Walker Bazzett  
Its: Gen III managing member

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SHAWNEE )

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of August, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walker Bazzett who is personally known to me to be the same person who executed the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

MY APPOINTMENT EXPIRES:

Melissa Tew  
Notary Public  
Printed Name: Melissa Tew



CITY OF TOPEKA, KANSAS

\_\_\_\_\_  
Dr. Robert Perez, City Manager

ATTEST:

\_\_\_\_\_  
Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY  
DATE \_\_\_\_\_ BY \_\_\_\_\_



47 WHEREAS, all projects must demonstrate financial and economic reasons such  
48 that but-for RHID assistance, the project could not proceed or could not address the City's  
49 housing goals.

50  
51 NOW THEREFORE, THE RURAL REINVESTMENT HOUSING INCENTIVE  
52 DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:  
53

54 **SECTION ONE: PREFERENCES FOR PROJECTS**  
55

56 1. The City will use RHID to address housing needs as described in its July  
57 2020 Citywide Housing Market Study and Strategy document (the "Housing Study") as  
58 amended from time to time as needed. The City will amend this policy from time to time  
59 to adjust the targets below for progress to date or to address changing needs as identified  
60 by updates to its Housing Study. The Housing Study identified a need for approximately  
61 420 units per year over the next 5 years to keep up with anticipated demand and another  
62 2,300 units to catch up from past demand in order to have a balanced market with lower  
63 housing cost burdens. The City's current 3-year average is almost 270 new units per year.  
64 Therefore, a target of up to 3,100 units over a 5-year period is the substantiated need that  
65 is not being met by the market thus necessitating additional incentives. This total is further  
66 broken down by affordable, workforce, senior, market rate, and upscale units as  
67 referenced in the Housing Needs Analysis completed as an update to the Housing Study.  
68

69 2. The City will use RHID to encourage an equitable distribution of projects  
70 citywide in keeping with the documented demand for 900 new units in downtown by 2030.  
71

72 3. Per the Housing Study findings for greater housing choices, priority should  
73 be given to those projects that diversify the City's inventory with more attached unit  
74 typologies such as duplexes, townhomes, and multi-family projects.  
75

76 4. The City will reserve a portion of projected RHID benefits to develop,  
77 improve or replace public infrastructure supporting housing developments and to fund  
78 multi-modal connections (transit, biking, walking) to housing developments.  
79

80 5. The City will use a "but-for" approach (i.e., but-for the presence of the RHID  
81 incentive the project could not proceed or could not address the City's housing goals) in  
82 assessing the amount of RHID benefit granted to a housing development, maintaining  
83 flexibility with respect to the amount of incremental taxes permitted to be captured and/or  
84 the length of time an RHID will remain in place.  
85

86 6. Housing developers seeking RHID assistance will need to be prepared to:  
87

- 88 • Bear the costs of effecting an RHID incentive (estimated at \$25,000  
89 to \$50,000 per project plan). Cost may include, but are not limited to,  
90 updating the housing study, preparation of necessary resolutions,  
91 ordinances, publication notices, development agreement, and  
92 statutory feasibility findings. The City will first apply the

93 nonrefundable application fee described below towards the costs.  
94 Once a better estimate of costs is obtained, the City may, at its sole  
95 discretion, require a deposit to cover outstanding costs. If an  
96 additional deposit is required in addition to the nonrefundable  
97 application fee, the City shall return any balance from this deposit  
98 upon the applicant's withdrawal of the application or the conclusion  
99 of the approval processes.

- 100 • Provide the contractual and financial feasibility guarantees
- 101 contemplated in the RHID statute (see K.S.A. 12-5245(a)(6)).
- 102 • Provide detailed information regarding the type, timing and
- 103 implementation plan for the housing they propose to develop.
- 104 • Provide all information to the City required to effect an RHID project
- 105 plan, as contemplated by Kansas law.
- 106 • Provide evidence in support of its need for RHID incentive under the
- 107 but-for principle.
- 108

## 109 SECTION TWO: PROCESS

110  
111 1. *Creation of a District.* The City intends to use the Housing Study, as updated  
112 from time-to-time at the discretion of the City, to meet the statutory requirement (K.S.A.  
113 12-5244) that the City conduct a "housing needs analysis" to determine that "housing  
114 needs exist" in Topeka.

115  
116 Either the City or a housing developer may initiate the district creation process by  
117 delivering to the City Manager a District Pre-Application consisting of the following:

- 118
- 119 a) A cover letter requesting the creation of a district, including a general
- 120 description of the housing development expected to occur within the district,
- 121 the names of the housing developer or developers expected to construct
- 122 such housing, the expected timing of such housing development, a narrative
- 123 describing how the district is likely to address the policy goals of the Housing
- 124 Study and discussion of how the use of RHID is consistent with the City's
- 125 but-for principle.
- 126 b) A legal description of the proposed district and a map depicting the existing
- 127 parcels of real estate in the proposed district.
- 128 c) Evidence of site control or a detailed plan for which the developer intends
- 129 to secure site control.
- 130 d) A certification that neither the developer entity nor any of its
- 131 shareholders/partners/members is delinquent on its property tax or special
- 132 assessment payments on any property it owns or controls in Shawnee
- 133 County.
- 134 e) A certification that neither the developer entity nor any of its
- 135 shareholders/partners/members has any outstanding utility bills, zoning or
- 136 property maintenance, or other code cases pending with the city.
- 137 f) A non-refundable application fee of \$5,000. If the Developer withdraws the
- 138 application, the City Governing Body elects not to create the District or does

139 not approve the Housing Plan, or Kansas Secretary of Commerce elects to  
140 not approve the application, the City shall keep the application fee to  
141 reimburse it for the costs of processing and reviewing the application. The  
142 Developer shall not be entitled to any refund of the fee.  
143

144 Within thirty (30) days of receipt of a complete District Pre-Application, the City Manager  
145 will direct the preparation of a resolution for consideration by the Topeka Governing Body  
146 at a regular meeting not later than sixty (60) days following the City Manager's receipt of  
147 a complete District Pre-Application. The resolution shall include:

- 148
- 149 a) The legal description and the map provided in the District Pre-Application;
- 150 and
- 151 b) The findings required in K.S.A. 12-5244(a)(1) through (a)(4).
- 152

153 If the resolution is adopted by the Topeka Governing Body, the City Manager or designee  
154 will provide for publication of the adopted resolution as required in K.S.A. 12-5244(b) and  
155 will request approval by the Kansas Secretary of Commerce in the manner provided in  
156 K.S.A. 12-5244(c).

157

158 2. *Creation of a Housing Development Plan.* Once the Kansas Secretary of  
159 Commerce has approved creation of a district, one or more housing developers may  
160 petition the City Manager for the execution of a housing development plan within such  
161 district. This petition will need to include all of the following:

- 162
- 163 a) Narrative describing the overall development plan specifically addressing  
164 how the plan meets the policy goals of the Housing Study.
- 165 b) A legal description of the proposed project area if such project area is not  
166 coterminous with the district boundaries.
- 167 c) A map of the proposed project area if such project area is not coterminous  
168 with the district boundaries.
- 169 d) A table (Excel format preferred) listing (i) each parcel within the proposed  
170 project area, listing the current Shawnee County assessed valuation of land  
171 and improvements separately and (ii) the property owner's name and  
172 address for each parcel.
- 173 e) A narrative and a graphical description of the housing and public facilities  
174 that the developer will construct or improve, and the location of each within  
175 the project area.
- 176 f) A narrative describing any improvements the developer expects the City to  
177 make to support the planned project, including any on or off-site public  
178 infrastructure and coordination with other public agencies, etc.
- 179 g) A listing of the names, addresses and specific interests in real estate in the  
180 project area of the housing developer(s) responsible for development of the  
181 housing and public facilities in the project area.
  - 182 • For the purpose of this requirement, "housing developer(s)" means  
183 both the name of the business entity or entities, and the natural  
184 persons comprising the ownership of such entity or entities.

- 185 h) A detailed total development cost budget for the housing and other  
186 improvements to be constructed including an identification of costs for which  
187 the developer will seek reimbursement from RHID proceeds.
- 188 i) A narrative describing all public incentives sought in support of the planned  
189 project (including those that might be provided by other government  
190 agencies, foundations or non-profits), including identification of whether the  
191 developer seeks potential bond financing related to the RHID.
- 192 j) A detailed construction schedule, identifying any phasing of construction  
193 anticipated.
- 194 k) A detailed financial pro forma, showing the operation of the project over the  
195 life of the RHID, including sufficient detail on assumptions so the City may  
196 determine, among other things, the developer's expectations for the number  
197 and potential valuation of housing units to be constructed, the developer's  
198 expected private financing for the project (including debt, equity and other  
199 sources), and sufficient other detail to permit the City to make the required  
200 statutory finding as provided in K.S.A. 12-5245(a)(7).
- 201 l) A detailed description of the contractual assurances the developer is willing  
202 to make, including any financial guarantees it is willing to provide, to  
203 "guarantee the financial feasibility" of the project, all as required by K.S.A.  
204 12-5245(a)(6) (together, the "Plan Pre-Application"), along with  
205 commercially reasonable information evidencing developer's financial and  
206 operational capabilities to effect the proposed project as presented.  
207

208 Unless there are extenuating circumstances, within fifteen (15) days of receipt of a  
209 complete Plan Pre-Application, the City Manager will direct the City's Finance Director, or  
210 other City Manager designee, to review the Plan Pre-Application for completeness  
211 (compared both to statutory requirements and the requirements of this policy), to prepare  
212 a financial analysis of the developer's proposal and to provide a written report to the City  
213 in conformance with K.S.A. 12-5245(a)(7).  
214

215 The City's Finance Director may request additional information from the developer to  
216 assist in its analysis and the developer may request to provide certain information directly  
217 to the City's Finance Director, particularly with respect to its financial capacity to perform.  
218 The Finance Director may also consider: (a) the extraordinary or unique costs of the  
219 housing development plan; (b) the developer's (and its shareholders'/partners'/members')  
220 compliance with other City development agreements; (c) the creditworthiness of the  
221 developer; and (d) the experience of the developer constructing, completing and  
222 managing projects of a similar nature, scale and complexity. The City's Finance Director  
223 will provide its written report in draft to the City Manager within thirty (30) days after receipt  
224 of the Plan Pre-Application and any supplemental information it requests of the developer.  
225

226 As authorized under the Kansas Open Records Act, the City will treat as confidential any  
227 such sensitive financial information provided by the applicant or its guarantors to the City's  
228 Finance Director, other city advisors or legal counsel, and will, if requested, enter on the  
229 City's behalf into a non-disclosure agreement; provided, however, that such advisors or

230 legal counsel must have the right under such agreement to convey their conclusions  
231 about the applicant's ability to meet the requirements above based upon its review.

232  
233 Concurrently with the City Finance Director's work, the City Manager will coordinate with  
234 City departments, as applicable, to identify any concerns with the City's ability to support  
235 the proposed project, including, but not limited to, availability of utilities, the cost to  
236 construct public infrastructure identified by the developer as the City's responsibility,  
237 traffic considerations and the ability to provide public safety services to the project, etc.

238  
239 3. *RHID Review Team.* Within fifteen (15) days of receipt of the City Finance  
240 Director's draft analysis, the City Manager will convene a meeting of the RHID Review  
241 Team to include: the Mayor, Deputy Mayor, affected district council member(s), City  
242 Manager, Finance Director, Public Works Director, Utilities Director, Planning Director  
243 and City Attorney. In the absence of one of the named members above, the City Manager  
244 may designate alternative members to the RHID Review Team as appropriate. The RHID  
245 Review Team will review the Plan Pre-Application, the City Finance Director's draft  
246 analysis and the City Manager's review of the City's ability to support the project, and may  
247 call on the financial advisor, City bond counsel and other resources to assist in its  
248 deliberations.

249  
250 After reviewing the information presented, the RHID Review Team may (i) request the  
251 City Manager to seek additional information or provide additional analysis; (ii) make a  
252 recommendation to the Governing Body to establish the District and approve the plan  
253 with or without conditions; or (iii) not approve the plan.

254  
255 In the event the RHID Review Team requests the City Manager obtain additional  
256 information from the developer, it will include a reasonable timeline for the completion of  
257 such additional work and a schedule for its reconsideration. Upon reconsideration, the  
258 RHID Review Team may take one of the actions identified above.

259  
260 In the event the RHID Review Team makes a recommendation to not approve, the City  
261 Manager will report on the action of the RHID Review Team at a future Governing Body  
262 meeting.

263  
264 In the event the RHID Review Team makes a recommendation of approval:

- 265
- 266 a) The City Attorney, or appropriate designee, will prepare the resolution  
267 contemplated in K.S.A. 12-5245(b), setting a date for a public hearing on  
268 the creation of the district for inclusion on a regular City Governing Body  
269 agenda within thirty (30) days of the action of the RHID Review Team.
  - 270 b) The City Attorney, or appropriate designee, will prepare a funding  
271 agreement, to be considered at the same meeting as the resolution setting  
272 the public hearing, under which the developer(s) will agree to pay the City  
273 sufficient moneys to cover the City's costs in analyzing and effecting the  
274 district's creation.

- 275 c) The City Attorney, or appropriate designee, will draft a development  
276 agreement and enter into negotiations with the developer and its counsel  
277 on the contents of such development agreement. The purpose of the  
278 development agreement will be to translate into contract form the rights,  
279 responsibilities and obligations of both the City and the developer in the  
280 implementation of the housing development plan. The City Attorney may  
281 involve the City's financial advisor, bond counsel and other resources in the  
282 development and review of the development agreement.
- 283 d) The City's Finance Director will finalize its analysis for inclusion in the  
284 Governing Body agenda packet and will incorporate any provisions from the  
285 development agreement that might affect its analysis.
- 286 e) The City Manager will work with appropriate City departments to review  
287 project budgets for any capital improvements required to effect the housing  
288 development plan.
- 289 f) The City Planning Director, or appropriate designee, will work with the  
290 developer to effect any planning and zoning approvals required to effect the  
291 housing development plan.

292  
293 4. *Governing Body Review and Approval.* Once a housing development plan  
294 is recommended for approval from the RHID Review Team, it will appear on the  
295 Governing Body agenda as follows:

- 296  
297 a) Approval of a funding agreement with the developer(s).  
298 b) A resolution setting a public hearing on the creation of the district, consistent  
299 with the requirements of K.S.A. 12-5245(b), at least thirty (30) and not more  
300 than seventy (70) days from the adoption date of this resolution.  
301 c) After this public hearing is held, at the same meeting or at a subsequent  
302 meeting, the Governing Body may consider an ordinance creating the  
303 district and adopting the housing development plan.  
304 d) At the meeting at which the Governing Body considers the ordinance  
305 creating the district and adopting the housing development plan it will also  
306 consider:  
307 i. Approval of the fully-negotiated development agreement(s) with the  
308 housing developer(s) for the project(s).  
309 ii. Approval of any other City-provided incentives related to the  
310 project(s).  
311 iii. Approval of project budgets related to any City-financed  
312 infrastructure related to the project(s) including the adoption or  
313 amendment of the CIB/CIP, if necessary.  
314 iv. Approval of any planning or zoning matters required to effect the  
315 project(s).  
316 e) The effectiveness of all such related matters will be conditioned upon the  
317 RHID district creation ordinance surviving the thirty (30) day veto period of  
318 Shawnee County and any affected school district.

319  
320 **SECTION THREE: INCENTIVE STRUCTURE**

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1. *Presumption of Pay-As-You-Go Incentives.* The City will begin negotiations with housing developers with the presumption that it will structure RHID incentives on a pay-as-you-go basis.

2. *Reimbursable Costs.* The City will generally consider all statutorily-permitted uses of RHID proceeds as reimbursable costs (see K.S.A. 12-5249); provided, however, the City will generally not reimburse land acquisition costs from owners affiliated with the housing developer unless the developer provides evidence of its actual acquisition costs from a bona fide arms-length purchase from an unaffiliated owner or the housing developer can provide satisfactory evidence to the City Manager that the land acquisition was purchased at fair market value which may include the cost of reimbursing delinquent special assessments or other delinquent taxes from an owner affiliated with the housing developer and that the reimbursement of the acquisition costs satisfy the public purpose doctrine.

3. *Downtown.* Buildings or structures must be more than twenty-five (25) years old and used primarily for residential use located in the central business district or in a business or commercial district within a qualified census tract as approved by the Secretary of Commerce. Certification of the building/structure's age must be provided to the Secretary of Commerce. Improvements are limited to the second or higher floors. Improvements for commercial purposes are not eligible. K.S.A. 12-5249

4. *Bonds.* The City will generally not consider the issuance of special obligation bonds. A housing developer may petition the City Manager in writing to issue bonds secured by the proceeds of an RHID if:

- a) The project is complete, leased-up (multifamily)/substantially occupied (single family) and stabilized (multifamily).
- b) Shawnee County has completed at least four (4) tax valuations of the district.
- c) RHID-eligible costs exceed \$3 million.

Upon receiving a petition for bond issuance, the City Manager will engage the City's financial advisor to assess the feasibility of bond issuance given the track record of the project, the potential size of the financing and then-current market conditions. If the City's financial advisor determines that a bond financing would be feasible and par offered would be likely to exceed \$3 million, the financial advisor will report its findings to the City Manager along with an estimate of the potential transaction costs to effect the financing.

If a bond financing would be feasible, upon receipt of the financial advisor's findings, the City Manager will communicate the findings with the housing developer to determine whether the housing developer desires to proceed. If the housing developer desires to proceed, the City Manager will, within fifteen (15) days, convene the RHID Review Team to evaluate the housing developer's petition for bond issuance and the financial advisor's report.

367  
368 After reviewing the information presented, the RHID Review Team may (i) request the  
369 City Manager seek additional information or provide (or commission) additional analysis;  
370 (ii) decline to advance the housing developer’s petition for bond issuance; or (iii) direct  
371 the City Finance Director to proceed with execution of a potential bond issuance.

372  
373 Upon direction from the RHID Review Team to proceed, the Finance Director will  
374 coordinate with the City’s financial advisor and bond counsel to commence execution of  
375 a bond financing. The financial advisor will advise on method of sale and will assist the  
376 Finance Director in the selection of one or more underwriters for the financing. City bond  
377 counsel will prepare a bond sale intent resolution, describing the intended sale and  
378 authorizing appointment of the underwriter, directing staff and advisors/counsel to effect  
379 the financing, and causing the preparation of customary bond and sale documents.

380  
381 Within thirty (30) days of bond counsel’s preparation of the bond sale intent resolution,  
382 the City Manager will calendar the resolution for consideration by the Governing Body. If  
383 the Governing Body adopts the bond sale intent resolution, the City will use its best efforts  
384 to cause the issuance of the bonds.

385  
386 5. *No Issuance by Third Parties.* The City will not consent to and will include  
387 language in any development agreement prohibiting the issuance of bonds by any third-  
388 party on behalf of the developer to be secured by an assignment of the developer’s rights  
389 under the development agreement. For the purposes of clarity, this language is not  
390 intended to prevent or preclude developer’s collateral assignment of the development  
391 agreement to a bank to secure the developer’s private financing of the project.

392  
393 **SECTION FOUR: HOUSING DEVELOPER GUARANTEES**

394  
395 1. *Assurances Required.* The City interprets K.S.A. 12-5245(a)(6) as requiring  
396 that housing developers provide contractual assurances of their performance under a  
397 development agreement related to an RHID project. The City will expect a housing  
398 developer to offer one or more of the following contractual assurances of performance as  
399 part of the development agreement. The City does not expect a developer to provide all  
400 of these contractual assurances and will work with the developer on what is the most  
401 appropriate assurance for a particular project:

- 402  
403 a) A firm commitment to construct and complete a substantial percentage of  
404 the housing units and related infrastructure proposed in its Plan Pre-  
405 Application within a specified timeframe.  
406 b) A performance and payment bond sufficiently sized to cause completion of  
407 a substantial percentage of the housing units and infrastructure proposed  
408 in its Plan Pre-Application.  
409 c) A bank letter of credit sufficiently sized to secure completion of a substantial  
410 percentage of the housing units and infrastructure proposed in its Plan Pre-  
411 Application.

- 412 d) Personal financial guarantees of one or more owners of the developer to
- 413 ensure completion of a substantial percentage of the housing units and
- 414 infrastructure proposed in its Plan Pre-Application.
- 415 e) Other contractual assurances that, in the sole determination of the City,
- 416 meet the intent of the statute.

417  
418 **SECTION FIVE: CITY REMEDIES IN THE EVENT OF DEVELOPER DEFAULT**

419  
420 Each development agreement will identify the conditions under which a developer may

421 cause a default under the agreement. The City may impose one or more of the following

422 remedies if a default occurs and is not cured timely:

- 423
- 424 a) Reduction to or elimination of the amount of RHID proceeds that can be
- 425 used to reimburse eligible costs.
- 426 b) Shortening of the expiration of the RHID incentive.
- 427 c) Cross-default against other incentives granted by the City.
- 428 d) Other penalties or claw backs unique to each development agreement.

429  
430 ADOPTED and APPROVED by the Governing Body on August 8, 2023.

431 CITY OF TOPEKA, KANSAS



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*Michael A. Padilla*

Michael A. Padilla, Mayor

ATTEST:

*Brenda Younger*

Brenda Younger, City Clerk



# CITY OF TOPEKA

## Application for Creation of a RHID Housing Development Plan

'24 JUN 21 PM4:00  
REC'D TOPEKA CITY CLERK

APPLICANT: Gen III Construction & Development LLC

ADDRESS: 2858 SW Villa West Dr, Topeka, KS 66614

PHONE #: 7852175766

E-MAIL ADDRESS: wfbassett@gmail.com

CONTACT PERSON: Walker Bassett

PROJECT NAME: Riverstone Subdivision (FMA Meiers Place Sub)

### Please complete the following items.

1. Provide a narrative describing the overall development plan specifically addressing how the plan meets the policy goals of the Housing Study.

Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage.

The necessity for this housing initiative in Topeka has been shown through extensive housing research conducted by the city, revealing a pressing housing crisis. Projections indicate a demand for approximately 5,700 new living units by 2040, translating to 240 units annually—a demand that the current construction pace fails to meet.

Within the Seaman School District (North Topeka Area), the housing market faces significant supply constraints amid increasing demand. Data from the local multiple listing service (MLS) as of March 13th, 2024, revealed a mere 15 active single-family homes for sale within the Seaman District, with only three properties listed between \$200,000-\$300,000, and none of these options representing new construction.

Our target price range aligns with the highly sought-after segment, addressing a critical gap in the housing market. Disappointingly, new construction within this price range is scarce in the City of Topeka due to market limitations. Our project aims to bridge this gap by offering high-quality, affordable new construction, filling a void in the city's housing landscape.

2. Provide a legal description of the proposed project area if such project area is not coterminous with the district boundaries.

Lots 1, 2, 4, 5, 6, 7, 8, and 9, Block A, Meier's Place Subdivision

Lots 1, 2, 3, 9, 10, 11, and 12, Block E, Meier's Place Subdivision

3. As ***Exhibit A***, include a map of the proposed project area if such project area is not coterminous with the district boundaries.
4. As ***Exhibit B***, attach a table (Excel format preferred) listing (i) each parcel within the proposed project area, listing the current Shawnee County assessed valuation of land and improvements separately and (ii) the property owner's name and address for each parcel.
5. As ***Exhibit C***, include a narrative and a graphical description of the housing and public facilities that the developer will construct or improve, and the location of each within the project area.

6. Provide a narrative describing any improvements the developer expects the City to make to support the planned project, including any on or off-site public infrastructure and coordination with other public agencies, etc.

Other than the RHID request, no other incentives are being requested to the city.

7. Identify a listing of names, addresses and specific interests in real estate in the project area of the housing developer(s) responsible for development of the housing and public facilities in the project area.

- For the purposes of this requirement, “housing developer(s)” means both the name of the business entity or entities, and the natural person comprising the ownership of such entity or entities.

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Related Interests</u></b>
Gen III Construction & Development LLC Walker & Rich Bassett	2858 SW Villa West Dr, Topeka, KS 66614	Developer

8. As ***Exhibit D***, provide a detailed total development cost budget for the housing and other improvements to be constructed including an identification of costs for which the developer will seek reimbursement from RHID proceeds.
  
9. Provide a narrative describing all public incentive sought in support of the planned project (including those that might be provided by other government agencies, foundation or non-profits), including identification of whether the developer seeks potential bond financing related to the RHID.

There are no other public incentives being requested, there are tentative commitments from Heritage Bank to finance the project.

10. As ***Exhibit E***, attach a detailed construction schedule, identifying any phasing of construction anticipated.
  
11. As ***Exhibit F***, attach a detailed financial pro forma, showing the operation of the project over the life of the RHID, including sufficient detail on assumptions so the City may determine, among other things, the developer's expectations for the number and potential valuation of housing units to be constructed, the developer's expected private financing for the project (including debt, equity and other sources), and sufficient other detail to permit the City to make the required statutory finding as provided in K.S.A 12-5245(a)(7).

12. Provide a detailed description of the contractual assurances the developer is willing to make, including any financial guarantees it is willing to provide, to "guarantee the financial feasibility" of the project, all as required by K.S.A 12-5245(a)(6) (together, the "Plan Pre-Application"), along with commercially reasonable information evidencing developer's financial and operational capabilities to effect the proposed project as presented.

Tentative commitment from Heritage Bank show the feasibility of this project to be carried out to completion. In addition, Gen III's commitment to fulfilling the needs of the project are shown via the 15 completed or currently under construction housing units built by the company in the prior two years.

CERTIFICATION OF APPLICANT

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY, INCLUDING PAYMENT OF THE REQUIRED FEES.

AS OF THE DATE OF APPLICANT'S EXECUTION OF THIS APPLICATION, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT.

By: Walker Bassett  
Signature of Authorized Agent for Entity

Title: Managing Member, Gen III Construction & Development, LLC

Date: 6/21/2024

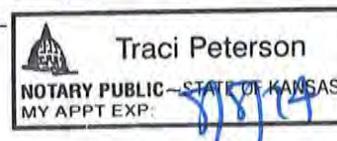
STATE OF Kansas

COUNTY OF Shawnee

This document was acknowledged before me on 6/21/24 by Walker Bassett

Notary Public

My commission expires: 7/8/24



## **EXHIBIT A**

Insert or attach here:

The lots outlined with black in the following map displays the specific lots to be developed in this project.



## **EXHIBIT B**

Insert or attach here:

Excel sheet of the Riverstone Subdivison lots is on the following page.

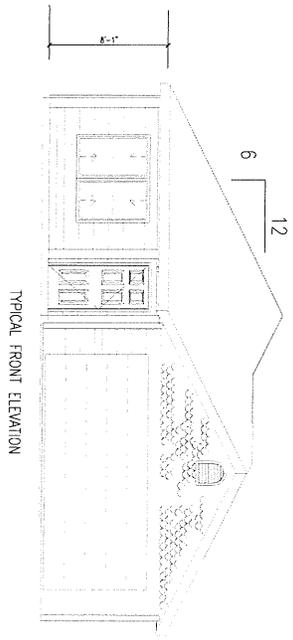
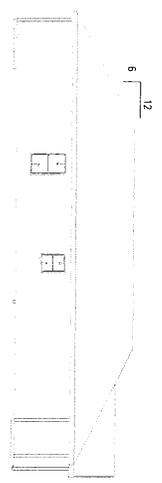
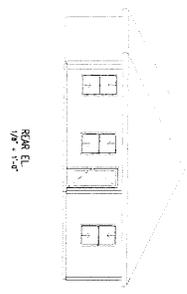
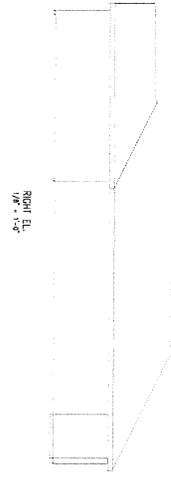
## PARCELS OF RIVERSTONE SUBDIVISION

Parcel ID	Block	Lot	SC Assessed	Class	Improvements	Owner Name	Owner Address
0962401015001010	E	1	\$133.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001020	E	2	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001030	E	3	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001090	E	9	\$140.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001100	E	10	\$107.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001110	E	11	\$162.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401015001120	E	12	\$162.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001010	A	1	\$117.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001020	A	2	\$89.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001040	A	4	\$135.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001050	A	5	\$86.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001060	A	6	\$114.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001070	A	7	\$110.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001080	A	8	\$95.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614
0962401014001090	A	9	\$95.00	Vacant Lot		Gen III Construction & Development LLC	2858 SW Villa West Drive 66614

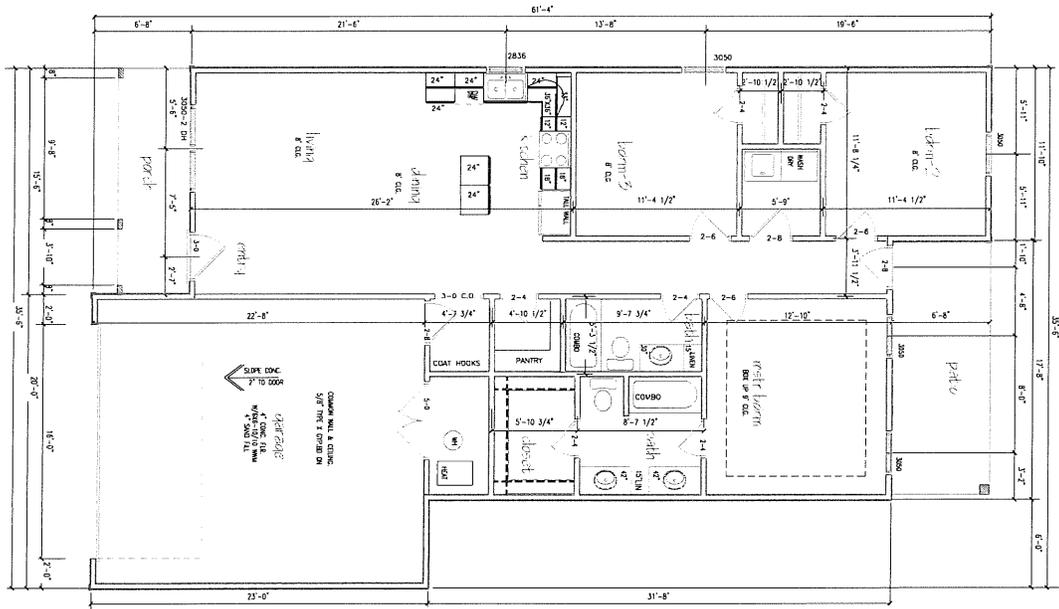
## **EXHIBIT C**

Insert or attach here:

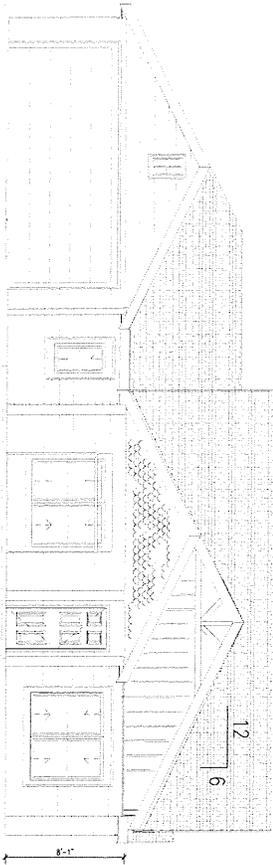
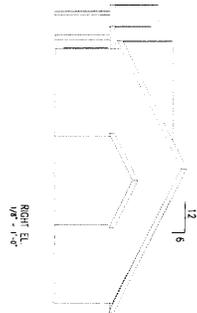
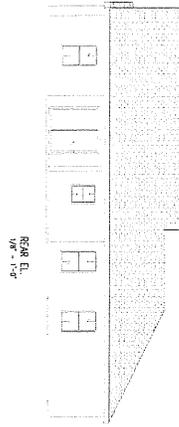
The Riverstone Subdivision will have fifteen (15) single family homes constructed. Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage and will be a mix of four different floor plans.



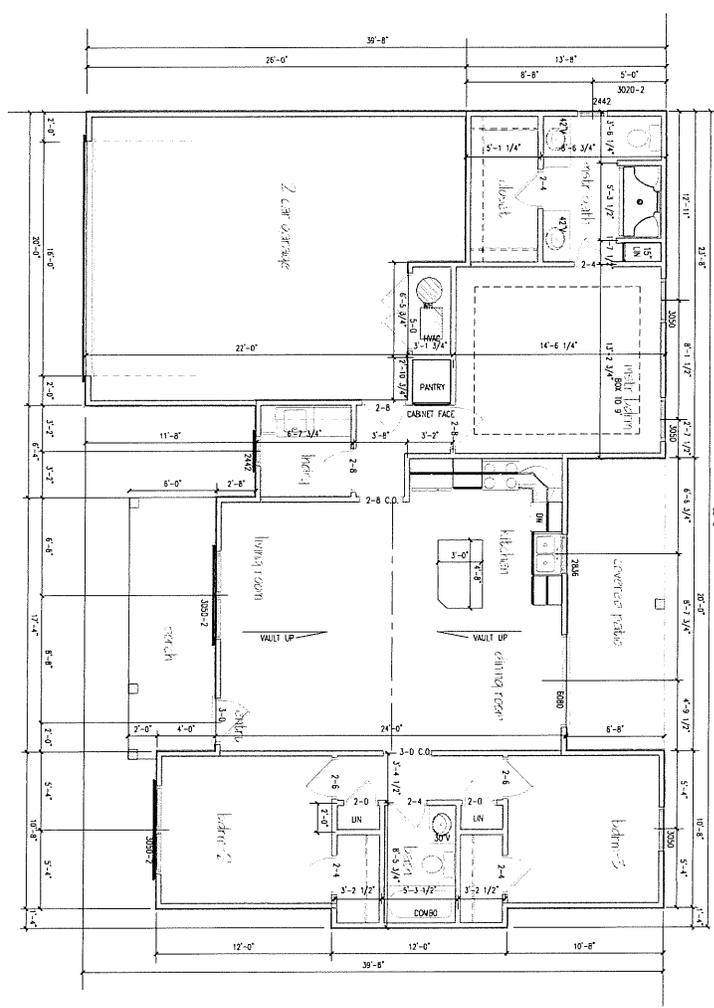
ELEVATIONS  
 1/4" = 1'-0"  
 1277# No. 240402 #2  
 ON-LINE DRAFTING  
 established 1998  
 745-232-5405



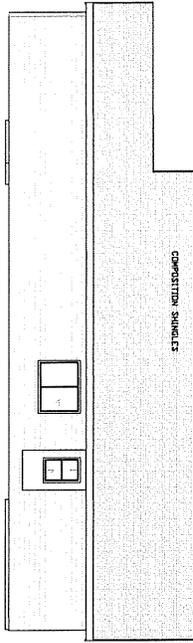
**FIRST FLOOR**  
 1/4" = 1'-0"  
 1277# NO. 240402 H2  
 ON-LINE DRAFTING  
 1500 15th Street, Suite 100  
 Fort Lauderdale, FL 33304  
 754-532-5405



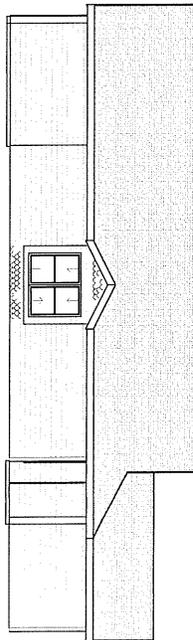
ELEVATIONS  
 1/4" = 1'-0"  
 1277 # No. 240402 #3  
 ON-LINE DRAFTING  
 ESTABLISHED 1986  
 705-382-5005



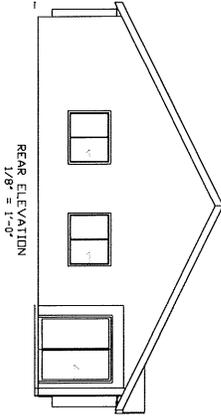
**FIRST FLOOR**  
 1/4" = 1'-0"  
 1277 # No.240402 #3  
**ON-LINE DRAFTING**  
 ESTABLISHED 1986  
 705-522-5105



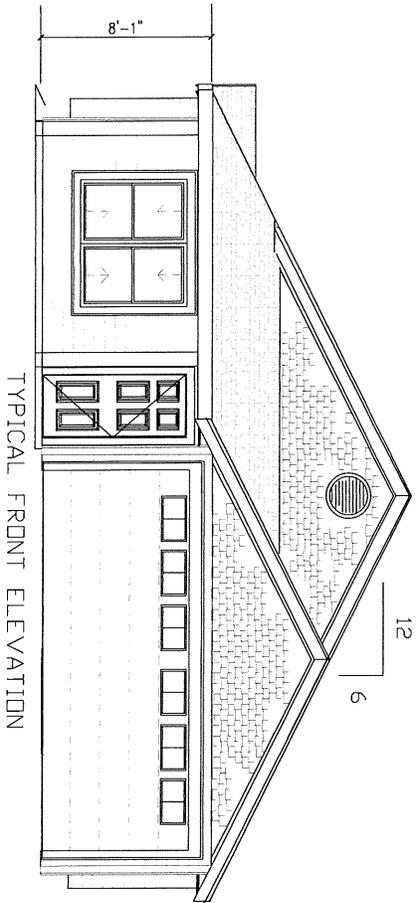
RIGHT ELEVATION  
1/8" = 1'-0"



LEFT ELEVATION  
1/8" = 1'-0"



REAR ELEVATION  
1/8" = 1'-0"



TYPICAL FRONT ELEVATION

Seabrook Estates  
ELEVATIONS lot 3

1/4" = 1'-0"

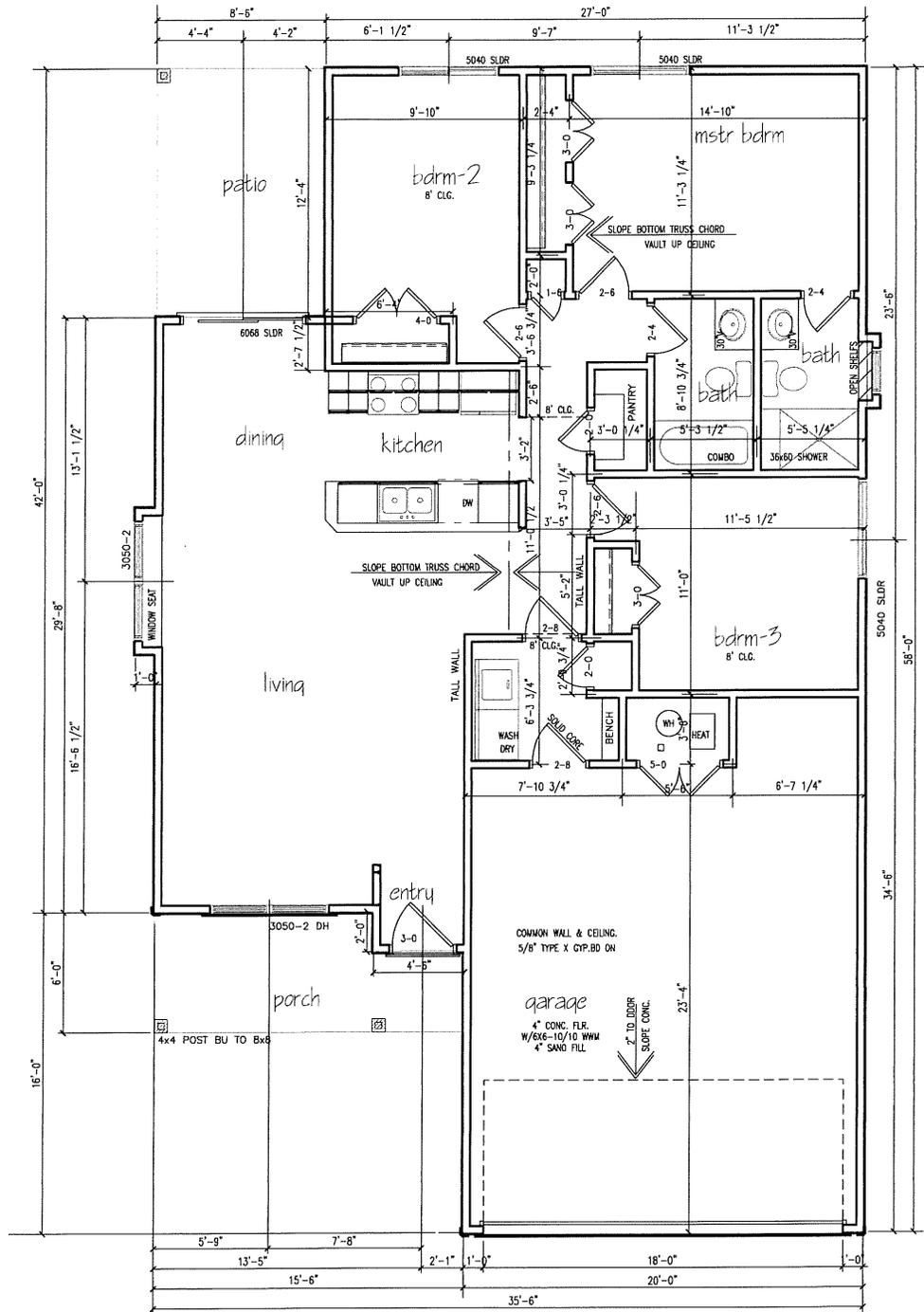
1253#

No. 220303

ON-LINE DRAFTING

established 1968  
TOPEKA, KANSAS  
785-232-5405

info@on-linedrafting.com  
COPYRIGHT 2015 www.on-linedrafting.com



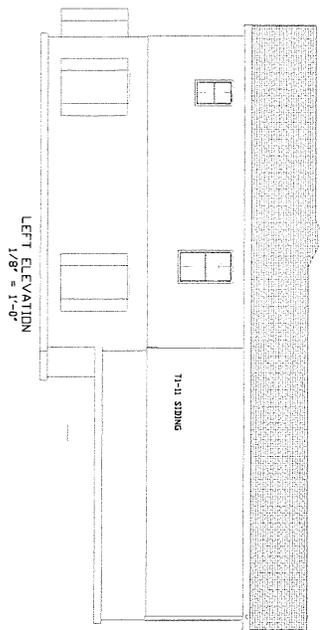
Seabrook Estates  
 FLOOR PLAN Lot 3

1/4" = 1'-0"

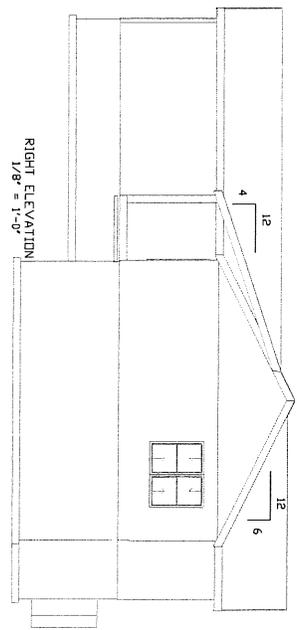
1253# No. 220303

ON-LINE DRAFTING

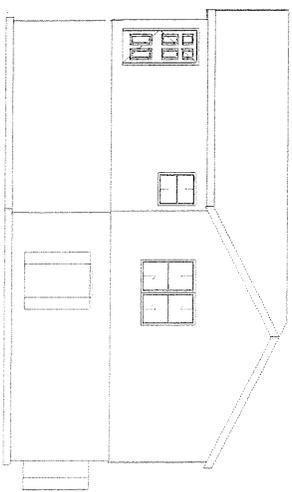
established 1988  
 TOPICKA, KANSAS  
 785-232-5405



LEFT ELEVATION  
1/8" = 1'-0"



RIGHT ELEVATION  
1/8" = 1'-0"



REAR ELEVATION  
1/8" = 1'-0"



TYPICAL FRONT ELEVATION

ELEVATIONS

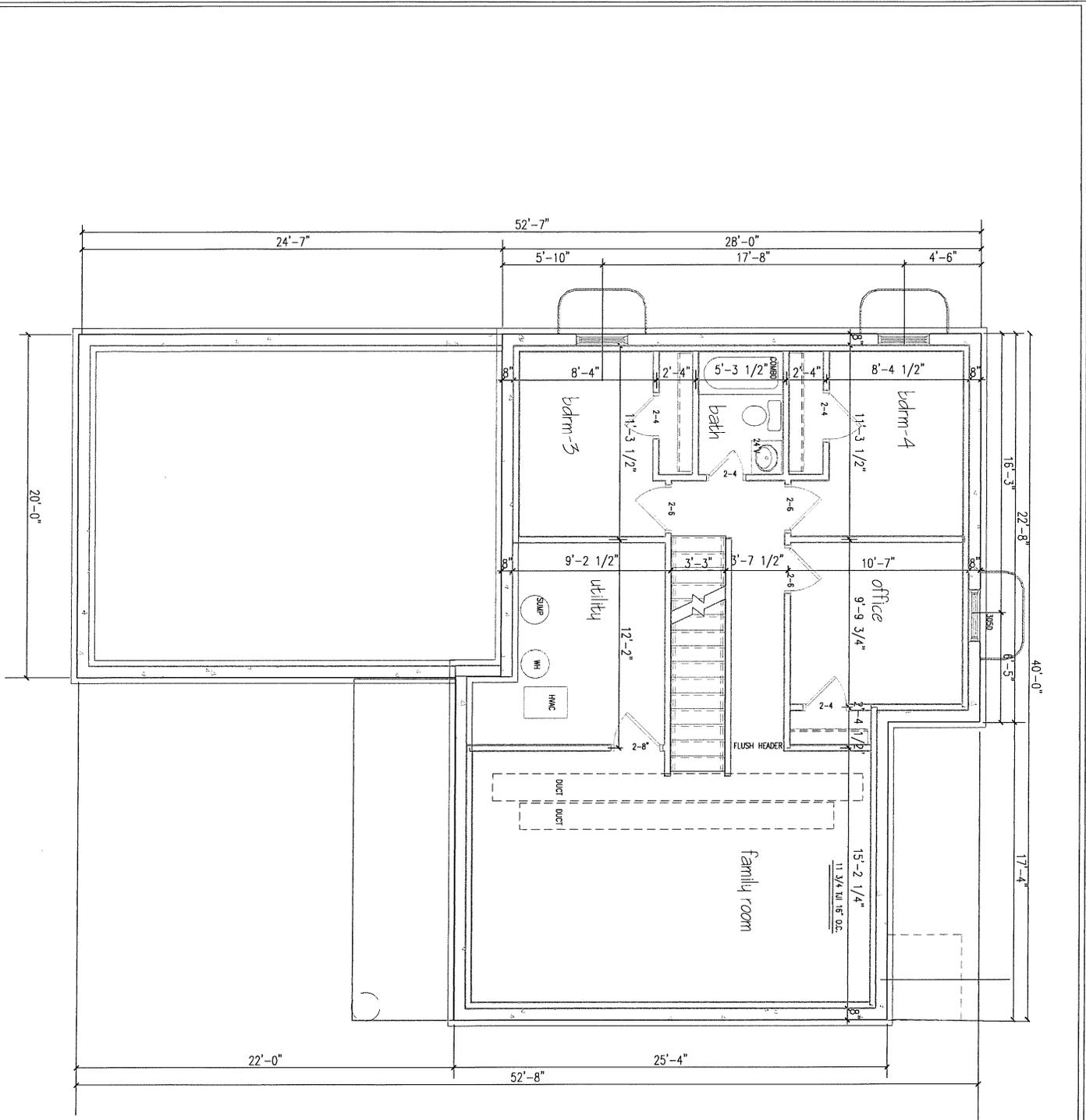
1/4" = 1'-0"

1082# No. 240402 #1

ON-LINE DRAFTING

established 1988  
TOPICKA, KANSAS  
785-232-5405





**BASEMENT**

1/4" = 1'-0"

1082# No. 240402 #1

**ON-LINE DRAFTING**

established 1988  
TOPICKA, KANSAS  
785-232-6405

## EXHIBIT D

Insert or attach here:

The developer requests reimbursement from RHID proceeds specifically for site acquisition costs and site preparation for the construction of single-family units. Attached are the overall budget estimates for various stages of the project, including a budgetary breakdown of the site acquisition cost/special assessments (refer to the Real Estate Purchase contract & Title Document) and the site preparation estimate (refer to Extreme Excavating budgetary estimate). Additionally, the plumbing service estimate is provided (refer to SBB Engineering budgetary estimate).

According to the Extreme Excavation estimate, site preparation will cost \$377,149.50. The estimate for the installation of sewer and water service lines is \$60,000. The site acquisition will amount to \$397,500.00, with remaining special assessments totaling \$13,939.07. The combined total of these estimates equals \$848,588.57, which is the amount sought for reimbursement.



# Extreme Excavation

2235 NE 74TH ST

Meriden KS 66512

extremexcavation@gmail.com

Date	Estimate #
5/26/2024	440

Name / Address
Walker Bassett / Rich Bassett

### Project

North Topeka subdivision				
Description	Qty	Unit	Rate	Total
Public sidewalk City of Topeka 6" thru driveway and 4" everywhere else Greenwood CT 1283 8th St 2520 Vail Ct 1744	5,547	sq ft	8.50	47,149.50
Excavation Allowance basement build site	3		30,000.00	90,000.00
Excavation Allowance slab each	12		20,000.00	240,000.00
<b>Total</b>				\$377,149.50



## Plumbing Estimate

June 19, 2024

Walker Bassett

Re: **Meier's Place Subdivision – New Home Construction Plumbing Service Estimate**

Walker,

Upon evaluation of our past projects and an independent plumbing contractor's estimate, we have determined the following estimate. This estimate is to install the sanitary sewer service line and install the water service line with meter per residence.

**Per Residence Estimate = \$ 4,000**

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,  
**SBB Engineering, LLC**

  
Patrick Leo LaFontaine, PS

**SBB Engineering, LLC**

785.215.8630 | 785.215.8634 (F) | [www.sbbeng.com](http://www.sbbeng.com) | 101 South Kansas Avenue | Topeka, Kansas 66603  
785.260.2805 | 3705 Clinton Parkway Ste. 202 | Lawrence, Kansas 66047

## REAL ESTATE OPTION TO PURCHASE CONTRACT

**THIS CONTRACT** (also referred to as “**Option**”) made on the 26<sup>th</sup> day of April 2024, between **Six Zero, Inc.**, called the Seller or Owner, and **Gen III Construction & Development LLC**, called the Purchaser or Buyer.

1. Seller, in consideration of the reciprocal promises expressed in this agreement, grants to Purchaser an *exclusive and irrevocable* option to purchase the premises (together or individually) known as **Lots 1,2,4,5,6,7,8, and 9, Block A, Meier’s Place Subdivision, in the City of Topeka, Shawnee County, Kansas. And Lots 1,2,3,9,10,11, and 12, Block E Meier’s Place Subdivision, in the City of Topeka, Shawnee County, Kansas** (collectively the “**15 Lots**”).
2. Purchaser may exercise this Option in whole, individually, or in multiples in regard to the individual lots, at different periods prior to the expiration of this Option.
3. Unless otherwise extended in writing, this option shall expire Forty-Two (42) Months after May 1<sup>st</sup>, 2024 (the “**Option Period**”). If the Purchaser fails to exercise the Option by such time and date, the Option will automatically terminate.
4. This option shall be exercised by the Purchaser sending Seller written notice of his intention to so exercise. The notice shall be sent by mail or e-mail, from the Purchaser to the Seller. This agreement shall constitute a **contract of sale** between the parties upon receipt of notice.

### **Address or Email for Sellers Notice:**

- Six Zero, Inc., 2828 NW Button Road, Topeka KS 66618; Or,
- Attn: Drew Switzky, Six Zero, Inc. President; Dswitzky@hmeinc.net

5. The total purchase price of the 15 Lots is **Three Hundred Ninety Seven Thousand Five Hundred Dollars (\$397,500.00)**, equaling **Twenty Six Thousand Five Hundred Dollars (\$26,500.00)** per individual lot (the “**Individual Lot Price**”).

Whereas Purchaser will pay Seller per lot in accordance with the below schedule:

- a. A payment of **Seventeen Thousand Six Hundred Dollars (\$17,600.00)** per individual lot (the “**Initial Payment**”) due upon Closing (as defined in Paragraph 12); and a
- b. Final Payment (Individual Lot Price less Initial Payment) of **Eight Thousand Nine Hundred Dollars (\$8,900.00)** will be due to Seller from Purchaser upon closing of Purchaser’s newly constructed home on the specific lot to a third party, not in this Option.

Purchaser will deliver acceptable funds to Kansas Secured Title at closing.

6. Seller shall convey marketable title by general warranty deed to be delivered free of all liens and encumbrances.
7. During the Option Period, Purchaser shall pay for all title work and closing costs applicable to this Option, any property taxes/special tax assessments due on the 15 Lots, and any maintenance of said lots during this period.
8. Seller shall pay Purchaser \$9,002.04 for the credits received toward Special Taxes and Escrow Deposit in the Sales Contract dated February 23, 2024 (the “**Original Sales Contract**”).

Purchaser will reimburse Seller in the amount of \$3,421.00 for the closing costs and loan fees incurred in the closing of the Original Sales Contract. Seller and Purchaser shall make these required payments upon closing of the Original Sales Contract.

9. Seller shall pay all contractors, laborers, materialmen or suppliers for all work done or material furnished to the above property prior to the closing of this Contract which might form the basis of a mechanic's lien. Seller shall indemnify and hold Purchaser harmless from any obligation for payment of any amounts by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this Contract.
10. Seller agrees to maintain until the closing of this Contract, all casualty insurance/Liability Insurance if applicable now in effect on the improvements, at which time said insurance shall be cancelled. In the event of loss or damage to the improvements prior to the closing of this Contract, the proceeds of such insurance shall, at the option of Purchaser, be used to repair such damage or applied to reduce the purchase price. If such proceeds are inadequate to restore the improvements if applicable to substantially their same condition as before such loss or damage or in the event of an uninsured loss or filing of a condemnation petition to acquire all or any part of said real estate before the closing of this Contract, then this Contract may be canceled at the option of either Seller or Purchaser. In such event, Purchaser shall be entitled to the return of said earnest money deposit and this Contract will be of no further force or effect.
11. Seller agrees not to market this property to other potential Purchasers until this contract either closes, expires or is deemed null and void in writing between both Purchaser and Seller.
12. Unless additional time is required to provide marketable title, this Contract shall Close **30 days or sooner** after the acceptance of this Option to Purchase Contract (the "**Closing**"). Possession to be delivered to Purchaser on or before 5:00 p.m. on Closing.
13. Time is of the essence of this Contract. In the event Purchaser fails to comply with any of the terms of this Contract, then this Contract shall, at the option of the Seller, become null and void, and all rights of Purchaser hereunder shall then terminate, and all monies paid and improvements made hereunder shall then be retained by Seller as rent and as liquidated damages for said default by Purchaser. In such event, Seller shall be entitled to possession of said real estate, free of all right, title and interest of the Purchaser and all parties shall then be released from all further liability hereunder. If Seller does not exercise this option to terminate this Contract, Seller may require specific performance or exercise any other legal rights and remedies available to Seller under Kansas law. In the event the seller fails to comply with any of the terms of this contract, Purchaser at Purchasers option may require specific performance or exercise any other legal rights under Kansas Law.
14. Kansas Secured Title of Topeka is hereby designated as **Escrow and Title Agent** of both parties. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be delivered hereunder, shall be paid and delivered to said escrow agent, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance by the parties of all the terms of this Contract.
15. This offer is from Gen III Construction & Development, owned by Rich Bassett and Walker Bassett. Walker Bassett & Rich Bassett are licensed Real Estate Agents in the State of Kansas with BHHS First REALTORS. Seller and Buyer acknowledge that Real Estate Brokerage

Relationships Brochure have been furnished to them prior to entering into this Contract as prescribed by law.

This Contract shall extend to and become binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**THIS IS A LEGALLY BINDING CONTRACT;  
IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**

IN WITNESS WHEREOF, the parties have signed their names as of the day and year written below.

**PURCHASER/BUYER**

**SELLER/OWNER**

Sign: Walker Bassett  
dotloop verified  
04/26/24 4:25 PM CDT  
AFQC-P1HA-XOW9-8ON0

Sign: Drew Switzky  
dotloop verified  
04/26/24 4:28 PM CDT  
MBUQ-KD0Y-6U6W-OCSY

**Gen III Construction &  
Development LLC, Managing Member**

**Six Zero, Inc., President**

Date: 04/26/2024

Date: 04/26/2024

File No.: SN063448



Kansas Secured Title, Inc. - Fairlawn  
3497 SW Fairlawn Road  
Topeka, Kansas 66614  
Phone: 785-271-9352 Fax: 785-272-4984

**Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

<b>KST File SN063448</b>	Loan No.	Customer File
<b>Your Closer is:</b>		
<b>Jenny Bolejack</b>		<b>jbolejack@kstitle.com</b>
If KST is to handle closing and a closer is not listed please contact our office.		
<b>Your Title Officer is</b>		
<b>Chris Kline</b>	<b>785-217-9009</b>	<b>ckline@kstitle.com</b>
Buyer:	<b>Six Zero, Inc., a Kansas corporation</b>	
Seller:	<b>Eugene L. Meier</b>	
Property Address:	<b>1951 NW Lyman Rd Topeka, KS 66608</b>	
Property Address:	<b>1930/1926 NW Greenwood Ct Topeka, KS 66608</b>	

\*\*\*CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\*  
\*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\*

INFORMATION FROM THE COUNTY TAX RECORDS (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID [0962401014001000](#)

Taxes for 2023:

General Tax: \$1,491.02

Special Assessments: \$12,545.17

Total: \$14,036.19

2023 taxes are 1st half Delinquent, 2nd half due and payable. (includes additional property)

Tax ID [0962401015001000](#)

Taxes for 2023:

General Tax: \$5,457.74

Special Assessments: \$12,545.17

Total: \$18,002.91

2023 taxes are 1st half Delinquent, 2nd half due and payable. (includes additional property)

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Quit-Claim Deed from Meier Ready Mix aka Meier's Ready Mix, Inc., to Meier Brothers Rental, LLC, recorded October 27, 2009, in [Book 4751, Page 230](#).

Quit Claim Deed from Meier Brothers Rental, LLC, a Kansas limited liability company, to Eugene L. Meier, recorded July 17, 2012, in [Book 5013, Page 165](#)

Quitclaim Deed from Eugene L. Meier and Deloris I. Meier, husband and wife, to Eugene L. Meier and Deloris I. Meier, as joint tenants with rights of survivorship, recorded December 5, 2012, in [Book 5055, Page 114](#).

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

**E-RECORDING:** OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

**LOAN POLICY ENDORSEMENTS** ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

**CLOSING FUNDS,** pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check

**Specials:**

$\$12,545.17 + \$12,545.17 = \$25,090.34$  in specials over all 18 lots.

$\$25,090.34$  in specials over all 18 lots / 18 total lots =  $\$1,393.91$  per lot x 15 lots =

$\$20,908.62$  less specials credited at closing of  $\$6,969.55 = \$13,939.07$  remaining specials on the 15 lots.

## **EXHIBIT E**

Insert or attach here:

Attached is the projected time line of the Riverstone Subdivision development over the next two and a half (2 1/2) years.

# RIVERSTONE SUBDIVISION TIMELINE

*Estimated timeline of Riverstone Subdivision Project improvements ad progression*

<b>EST. TIME</b>	<b>EVENT</b>
<b>August 2024</b>	<ul style="list-style-type: none"><li>• Four (4) single family homes on Block E, Lots 1 and 2, and Block A, Lots 1 and 6 are started.</li><li>• Continue to build additional homes as they sell.</li></ul>
<b>August 2024 to December 2026</b>	<ul style="list-style-type: none"><li>• Development of the homes on all other lots is planned to commence and be finished by December 2026. Fifteen (15) single family homes are to be completed for the entirety of this project's goal.</li></ul>

## EXHIBIT F

Insert or attach here:

Gen III intends to use funding from Heritage bank to cover 80% of the home values based on the appraisal reports attached. The remaining 20% of funding will be covered by Gen III business funds.

Attached to this exhibit are the two appraisals for the floorplans on the current location of the lots being developed on. Given the similar qualities, square footage, and bedrooms, the first appraisal values the 3 slab floor plans equally at \$250,000. The basement floor plan is valued in the second appraisal attached at \$300,000.



# Heritage Bank

Brilliant banking.™

June 20, 2024

Gen III Construction & Development, LLC  
Walker Bassett and Richard Bassett  
2858 SW Villa West Street #4  
Topeka, KS 66614-5473

RE: Riverstone Subdivision project

Gentlemen:

I am pleased to send this letter to inform you that you have been pre-approved for real estate loans for the construction of single-family homes on the tract of land known as Riverstone Subdivision, located in the Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas. It is our understanding that fifteen homes will be the total number of homes to be built in this development.

The lending structure will be to finance the construction of four single family homes at one time to allow for efficiencies in construction to be utilized. It is anticipated the loan commitment for each home will be \$200,000 to \$240,000 with proceeds advanced during the construction phase based on progress of the build. Loans will be for twelve months in duration with interest payments based on the monthly balance of the loan. As homes are sold and loans paid, new loans will be originated to maintain the ongoing building of homes until the development is completed.

This is an advance pre-approval and is based on our review of current information provided to us and we reserve the right to review changes in your financial condition prior to the loan closing and funding. In addition, final approval(s) is subject to an acceptable appraisal of the homes to be constructed, acceptable loan to value ratio, satisfactory clear title and other requirements associated with this type of lending.

We look forward to working with you on this real estate development project. Please don't hesitate to contact me with any questions you may have.

Sincerely,

David Lesperance  
EVP & CCO

Moser Appraisals, LLC  
7529 SW Robinhood Ct,  
Topeka, KS 66614  
7852660600

---

06/14/2024

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS  
66614

RE: Property - 1931 NW Greenwood Ct  
Topeka, KS 66608-2215  
Borrower - Gen 111 Construction  
File No. - 1931GreenwoodCt  
Case No. -

Dear Heritage Bank

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

1931 NW Greenwood Ct, Topeka, KS 66608-2215

The purpose of this appraisal is to provide an opinion of the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 06/05/2024 is:

\$ 250,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Respectfully submitted,

Moser Appraisals, LLC



Jeffrey C. Moser  
KS Certification #174

---



**APPRAISAL REPORT**

OF THE REAL PROPERTY LOCATED AT

1931 NW Greenwood Ct  
Topeka, KS 66608-2215

for

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS 66614

as of

06/05/2024

by

Jeffrey C. Moser  
7529 SW Robinhood Ct,  
Topeka, KS 66614

Moser Appraisals, LLC

Uniform Residential Appraisal Report

File # 1931GreenwoodCt

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **1931 NW Greenwood Ct** City **Topeka** State **KS** Zip Code **66608-2215**  
 Borrower **Gen 111 Construction** Owner of Public Record **Six Zero Inc** County **Shawnee**  
 Legal Description **Lot 11, Block E, Greenwood Ct, Farm View Fields**  
 Assessor's Parcel # **See attached** Tax Year **2024** R.E. Taxes \$ **Unknown**  
 Neighborhood Name **North Topeka** Map Reference **SFREP** Census Tract **7**  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ **0**  PUD HOA \$ **0**  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) **New Construction**  
 Lender/Client **Heritage Bank** Address **3024 SW Wanamaker, Topeka, KS 66614**  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). **The sites recently sold.**

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s) \_\_\_\_\_  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid: \_\_\_\_\_

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %		
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	10 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	60	Low	10	Multi-Family	5 %
Neighborhood Boundaries				The neighborhood is bordered by Highway 24 on the north, I70 on the south, K4 on the east, and Hwy 75 on the east.				300	High	100	Commercial	5 %
Neighborhood Description				The neighborhood is located north of downtown Topeka. The homes in the area vary in size and style. The subject is located in a new subdivision. Access to the entire city is average. No adverse neighborhood conditions apparent.				150	Pred.	65	Other	%

Market Conditions (including support for the above conclusions) The subjects market over the past year has been relatively stable. Marketing time and Exposure time is estimate to be 0-60 days. The average listing price to sale price ratio is 98% to 100%. Seller concessions are not prevalent in the current market. If seller concessions are paid, they are typically between 1%-4% of the contract price and cover closing costs, prepaid expenses, and inspection fees.

Dimensions **57.56Fx120LSx205.59Rx159.58RS** Area **18392 sf** Shape **Irregular** View **N;Res;Res**  
 Specific Zoning Classification **R1** Zoning Description **Residential**  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe  
**\*\*\* See Additional Comments \*\*\***

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Water	<input checked="" type="checkbox"/>	Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone **X500L** FEMA Map No. **20177C0204E** FEMA Map Date **09/29/2011**  
 Are the utilities and off-site improvements typical for the market area?  Yes  No. If No, describe  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe  
**The site is typical for the market area. Utilities for the area are typical. There are no adverse site conditions apparent.**

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	<b>PC/Gd</b>	Floors	<b>LVP-C/Gd</b>
# of Stories <b>1</b>	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	<b>Frame/Gd</b>	Walls	<b>DW/Gd</b>
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area <b>0</b> sq. ft.	Roof Surface	<b>Ashalt/Gd</b>	Trim/Finish	<b>Wood/Gd</b>
<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish <b>0</b> %	Gutters & Downspouts	<b>Complete/Gd</b>	Bath Floor	<b>LVP/Gd</b>
Design (Style) <b>Ranch</b>	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	<b>D-H/Gd</b>	Bath Wainscot	<b>F-O/Gd</b>
Year Built <b>2024</b>	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	<b>Yes/Gd</b>	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) <b>0</b>	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	<b>Yes/Gd</b>	<input checked="" type="checkbox"/> Driveway	# of Cars <b>2</b>
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities		Woodstove(s) #	<b>0</b>
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel <b>Gas</b>	Fireplace(s) #	<b>0</b>	Fence	<b>None</b>
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	<b>Patio</b>	<input checked="" type="checkbox"/> Porch	<b>Front</b>
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<b>None</b>	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances	<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave	Washer/Dryer		Other (describe)	

Finished area **above** grade contains: **6** Rooms **3** Bedrooms **2.0** Bath(s) **1,253** Square Feet of Gross Living Area Above Grade  
 Additional features (special energy efficient items, etc.) **Patio, Porch**

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C1;No updates in the prior 15 years;The appraisal is made subject to completion per plans and specifications. The subject is built on a slab with no basement.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe \_\_\_\_\_

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe \_\_\_\_\_

**Uniform Residential Appraisal Report**

File # 1931GreenwoodCt

There are <b>4</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>200,000</b> to \$ <b>320,000</b>				
There are <b>32</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>200,000</b> to \$ <b>320,000</b>				
<b>FEATURE</b>	<b>SUBJECT</b>	<b>COMPARABLE SALE # 1</b>	<b>COMPARABLE SALE # 2</b>	<b>COMPARABLE SALE # 3</b>
1931 NW Greenwood Ct	3237 SE Downing Dr	7124 SW 17th Terr	1171 SW Seabrook Ave	
Address Topeka, KS 66608-2215	Topeka, KS 66605	Topeka, KS 66615-1163	Topeka, KS 66604	
Proximity to Subject	7.25 miles SE	6.15 miles SW	3.22 miles S	
Sale Price	\$ 305,000	\$ 239,000	\$ 235,000	
Sale Price/Gross Liv. Area	\$ 213.59 sq. ft.	\$ 184.41 sq. ft.	\$ 187.55 sq. ft.	
Data Source(s)	MLS #230022;DOM 57	MLS #233541;DOM 9	MLS#231762;DOM 55	
Verification Source(s)	Shawnee County Appraiser	Shawnee County/Appr Files	Shawnee County Appraiser	
<b>VALUE ADJUSTMENTS</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>+(-)\$ Adjustment</b>
Sale or Financing	ArmLth	ArmLth	ArmLth	
Concessions	Cash:0	Conv:0	Conv:0	
Date of Sale/Time	s12/23;c09/23	s05/24;c04/24	s01/24;c01/24	
Location	N;Res;Res	N;Res;Res	N;Res;Res	
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Site	18392 sf	11097 sf	11280 sf	6900 sf
View	N;Res;Res	N;Res;Res	N;Res;Res	
Design (Style)	DT1;Ranch	DT1;Ranch	DT1;Ranch	
Quality of Construction	Q3	Q3	Q3	
Actual Age	0	0	15	0
Condition	C1	C1	C3	+10,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 2.0	6 3 2.0	6 3 2.0	6 3 2.0
Gross Living Area	1,253 sq. ft.	1,428 sq. ft.	1,296 sq. ft.	1,253 sq. ft.
Basement & Finished	0sf	0sf	0sf	0sf
Rooms Below Grade	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o
Functional Utility	Good	Good	Good	Good
Heating/Cooling	FA / Central	FA / Central	FA / Central	FA / Central
Energy Efficient Items	Insulation	Insulation	Insulation	Insulation
Garage/Carport	2ga2dw	2ga2dw	2ga2dw	2ga2dw
Porch/Patio/Deck	Porch, Patio	Porch, Patio	Porch, Patio	Porch, Patio
	None	None	None	None
	None	None	None	None
	None	None	None	None
Net Adjustment (Total)		\$ -5,000	\$ 10,000	\$ 0
Adjusted Sale Price	Net Adj. 1.64 %	Net Adj. 4.18 %	Net Adj. 0.00 %	
of Comparables	Gross Adj. 1.64 % \$ 300,000	Gross Adj. 4.18 % \$ 249,000	Gross Adj. 0.00 % \$ 235,000	

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain 0

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.  
 Data Source(s) MLS, Shawnee County  
 My research  did  did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.  
 Data Source(s) MLS, Shawnee County Appraiser

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/01/2024			
Price of Prior Sale/Transfer	\$330,000			
Data Source(s)	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County
Effective Date of Data Source(s)	06/05/2024	06/05/2024	06/05/2024	06/05/2024

Analysis of prior sale or transfer history of the subject property and comparable sales The previous sale is for the entire subdivision site is in.

**Summary of Sales Comparison Approach** The appraiser searched the subjects neighborhood boundaries and competing market areas in Topeka MLS and Shawnee County Appraiser for homes similar to the subject in site, size, age, style, condition, and location. The comparables indicate a range in value from \$235,000 to \$300,000. Most emphasis is placed on Sales #2 and #3, with support from Sale #1.

Indicated Value by Sales Comparison Approach \$ **250,000**  
 Indicated Value by: Sales Comparison Approach \$ **250,000** Cost Approach (if developed) \$ **249,253** Income Approach (if developed) \$

The final opinion of market value is based on the sales comparison approach. The income approach was not necessary in developing a credible opinion of market value and the scope of work/intended use did not require these approaches.

This appraisal is made  "as is,"  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: **Subject to completion per plans and specifications.**

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **250,000**, as of **06/05/2024**, which is the date of inspection and the effective date of this appraisal.

**Uniform Residential Appraisal Report**

File # 1931GreenwoodCt

ADDITIONAL COMMENTS	The Intended User of this appraisal report is the Lender. No additional Users are identified by the appraiser.	
	The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form.	
	DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.	
	The data contained in the attached appraisal report has been compiled by the appraiser from the following sources: 1. Inspection and research of the subject property to identify dimensions, nature of construction, physical condition, and any other physical, functional or external factors. 2. Research of municipal offices and registry of deeds to identify assessments, transfer activity, site parameters, and other pertinent factors. 3. Contact with appropriate real estate brokers, developers, managers, appraisers, and other knowledgeable sources to identify relevant market data such as comparable sales, comparable rents, vacancy rents, depreciation rents, operating cost, and any trends that may influence such as economic or demographic trends. The amount and type of information researched and the analysis applied in this assignment conforms with the expectations of participants in this market for the same or similar appraisal services and is what the appraiser's peers' actions would be in performing the same or a similar assignment in compliance with the Uniform Standards of Professional Practice except as noted.	
	DEFINITION OF INSPECTION: The term "Inspection", used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation system, or subfloor. The appraiser is not an expert at determining if a property has mold. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested. Houses built prior to 1978 may contain lead based paint. The appraiser is not qualified to detect such hazardous substances or conditions. Lead based paint may require a certified contractor for removal or special containment. It is recommended that the client retain an expert to fully evaluate any environmental concerns, if desired. The appraiser is not qualified to detect specific hazardous substances or conditions. The presence of adverse materials or naturally occurring substances such as mold/mildew, asbestos, lead based paint, and/or any other unseen or existing hazardous materials may affect the value of this property. The value opinion is predicated on the extraordinary assumption that there is no such material(s) on or nearby the property.	
	I have services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.	
	<b>COST APPROACH TO VALUE (not required by Fannie Mae)</b>	
	Provide adequate information for the lender/client to replicate the below cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)	
	Site Value is based on previous appraisal completed on subject sites.	
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE..... =\$ 25,000
	Source of cost data Marshall Swift/Corelogic	Dwelling 1,253 Sq. Ft. @ \$ 142.50 .....=\$ 178,553
	Quality rating from cost service Gd-Av Effective date of cost data 03/24	Sq. Ft. @ \$ .....=\$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Patio, Porch 20,000
	The cost approach value is for the lender only and not to be used for insurance purposes.	Garage/Carport 460 Sq. Ft. @ \$ 45.00 .....=\$ 20,700
		Total Estimate of Cost-New .....=\$ 219,253
		Less Physical Functional External
		Depreciation .....= \$( )
		Depreciated Cost of Improvements..... =\$ 219,253
		'As-is' Value of Site Improvements..... =\$ 5,000
Estimated Remaining Economic Life (HUD and VA only) 60 Years	Indicated Value By Cost Approach..... =\$ 249,253	
INCOME	<b>INCOME APPROACH TO VALUE (not required by Fannie Mae)</b>	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM)	
PUD INFORMATION	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b>	
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached	
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
	Legal name of project	
	Total number of phases	Total number of units
	Total number of units rented	Total number of units for sale
	Data Source(s)	
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion	
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)	
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.	
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.		
Describe common elements and recreational facilities		

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
Name Jeffrey C. Moser  
Company Name Moser Appraisals, LLC  
Company Address 7529 SW Robinhood Ct,  
Topeka, KS 66614  
Telephone Number 7852660600  
Email Address mosh@cox.net  
Date of Signature and Report 06/14/2024  
Effective Date of Appraisal 06/05/2024  
State Certification # 174  
or State License # \_\_\_\_\_  
or Other \_\_\_\_\_ State # \_\_\_\_\_  
State KS  
Expiration Date of Certification or License 06/30/2024

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

ADDRESS OF PROPERTY APPRAISED  
1931 NW Greenwood Ct  
Topeka, KS 66608-2215  
APPRAISED VALUE OF SUBJECT PROPERTY \$ 250,000  
LENDER/CLIENT  
Name No AMC  
Company Name Heritage Bank  
Company Address 3024 SW Wanamaker  
Topeka, KS 66614  
Email Address \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property  
 Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

USPAP Compliance Addendum

File No. 1931GreenwoodCt

Borrower/Client <u>Gen 111 Construction</u>	
Property Address <u>1931 NW Greenwood Ct</u>	
City <u>Topeka</u>	County <u>Shawnee</u> State <u>KS</u> Zip Code <u>66608-2215</u>
Lender/Client <u>Heritage Bank</u>	

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

**PRIOR SERVICES**

- I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I have **NOT** made a personal inspection of the property that is the subject of this report.
- I **HAVE** made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

None

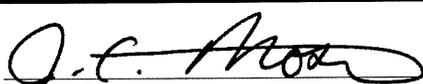
**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: None

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 90 day(s).

**APPRAISER SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature 	Signature _____
Name <u>Jeffrey C. Moser</u>	Name _____
Date of Signature <u>06/14/2024</u>	Date of Signature _____
State Certification # <u>174</u>	State Certification # _____
or State License # _____	or State License # _____
State <u>KS</u>	State _____
Expiration Date of Certification or License <u>06/30/2024</u>	Expiration Date of Certification or License _____
Effective Date of Appraisal <u>06/05/2024</u>	Supervisory Appraiser Inspection of Subject Property:
	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior

**ADDITIONAL COMMENTS**

Page 1

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Lender/Client Heritage Bank			

**Highest and Best Use**

The highest and best use of the subject is projected based upon location, physical characteristics, past and proposed uses, and applicable zoning. The highest and best use of the subject "as if vacant" is for residential construction. It is the most applicable use, the previous or proposed use, and the most profitable use of the site. Surplus land, if any, may be held as investment or agriculture as an interim utility. The highest and best use of the subject "as improved" is its current use. The improvements have remaining economic life; is the probable future use; is the current and previous use and is legally permissible by zoning or probable future zoning; appears to be financially feasible; and is the maximally productive use available to the subject. The Highest and Best Use of the subject, as revealed by my investigation, is that indicated "as improved."

**License / Certification**

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			

State of Kansas  
  
**Real Estate Appraisal Board**

*This is to certify that*

**Jeffrey C. Moser**

*has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a*

**Certified Residential Real Property Appraiser**

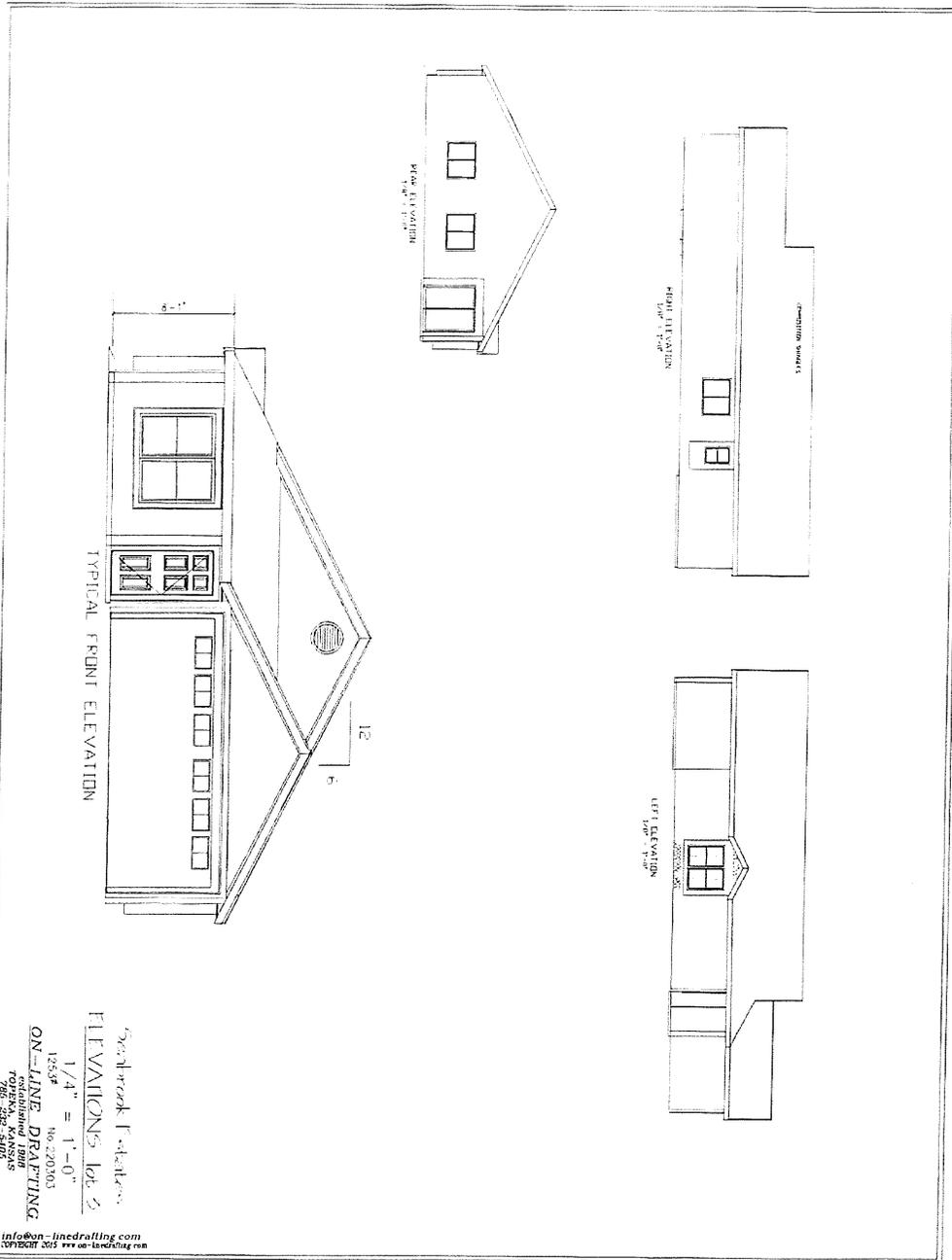
*in the State of Kansas*

License #: R-174  
 Effective Date: 07/01/2023  
 Expiration Date: 06/30/2024

  
 SCOTT B. B...  
 KREAB Chairman

# Elevation

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



Gen 111 Construction  
 ELEVATIONS, Job 5  
 1/4" = 1'-0"  
 125.58 No. 270303  
 ON-LINE DRAFTING  
 established 1988  
 796-382-5402

info@on-linedrafting.com  
 COPYRIGHT 2015 www.on-linedrafting.com

# Site Plan

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

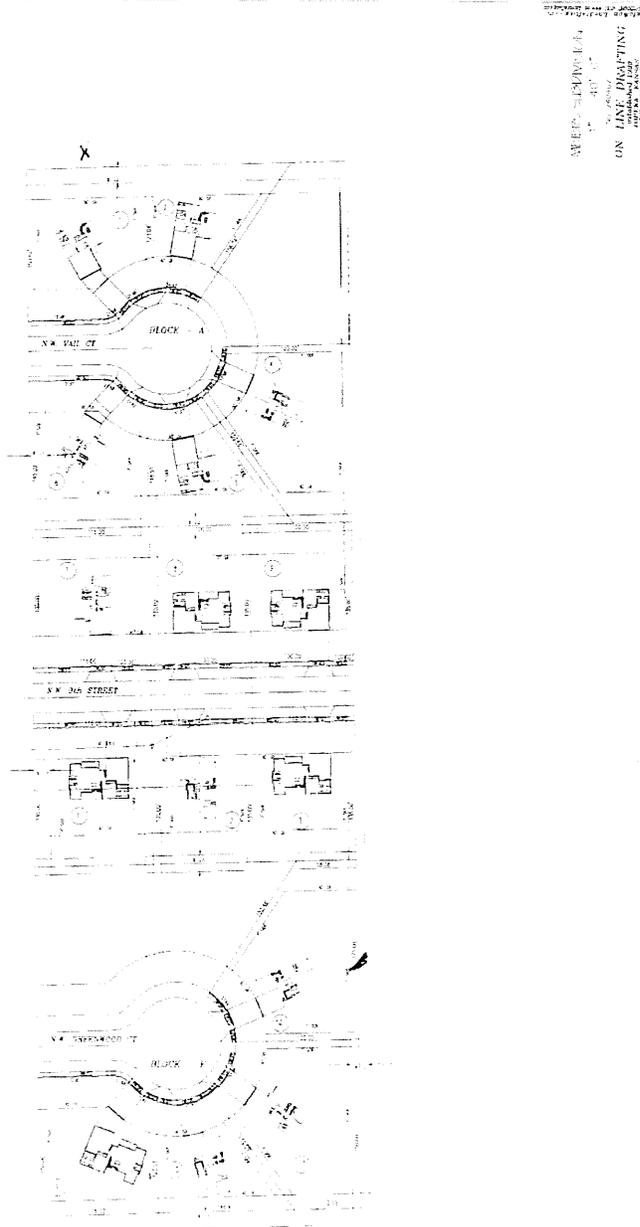
City Topeka

County Shawnee

State KS

Zip Code 66608-2215

Client Heritage Bank



**PHOTOGRAPH ADDENDUM**

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-2215

Client Heritage Bank

**COMPARABLE #1**3237 SE Downing Dr  
Topeka, KS 66605

Price \$305,000

Price/SF \$213.59

Date s12/23;c09/23

Age 0

Room Count 6-3-2.0

Living Area 1,428

Value Indication \$300,000

**COMPARABLE #2**7124 SW 17th Terr  
Topeka, KS 66615-1163

Price \$239,000

Price/SF \$184.41

Date s05/24;c04/24

Age 15

Room Count 6-3-2.0

Living Area 1,296

Value Indication \$249,000

**COMPARABLE #3**1171 SW Seabrook Ave  
Topeka, KS 66604

Price \$235,000

Price/SF \$187.55

Date s01/24;c01/24

Age 0

Room Count 6-3-2.0

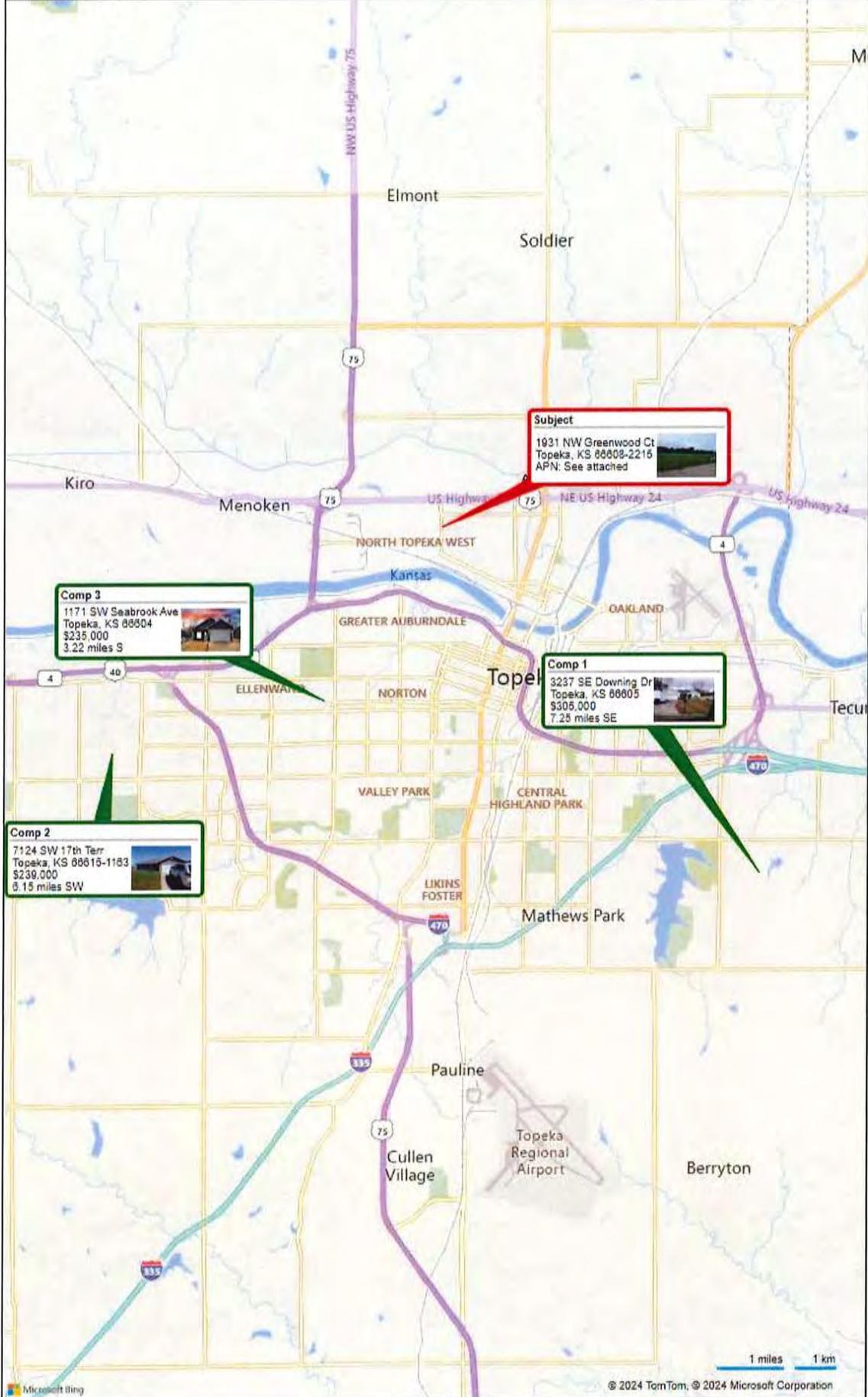
Living Area 1,253

Value Indication \$235,000



# LOCATION MAP

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



# FLOOD MAP

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



**Flood Zones**

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

**Flood Zone Determination**

**Latitude:** 39.085043

**Longitude:** -95.693916

**Community Name:**

TOPEKA, CITY OF

**Community:** 205187

**SFHA (Flood Zone):** No

**Within 250 ft. of multiple flood zones:** No

**Zone:** X500L

**Map #:** 20177C0204E

**Panel:** 0204E

**Panel Date:** 09/29/2011

**FIPS Code:** 20177

**Census Tract:** 7

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

# SITE PLAN

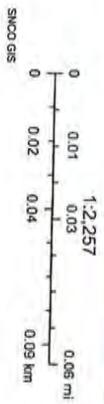
Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			

Property Map



6/14/2024, 8:15:17 AM

Parcels



All map data subject to Shawnee County GIS data disclaimer. Parcel lines are not survey accurate and should not be used for legal purposes. SNCO GIS

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



**FRONT VIEW OF  
SUBJECT PROPERTY**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE OF  
SUBJECT PROPERTY**

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 1931 NW Greenwood Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-2215

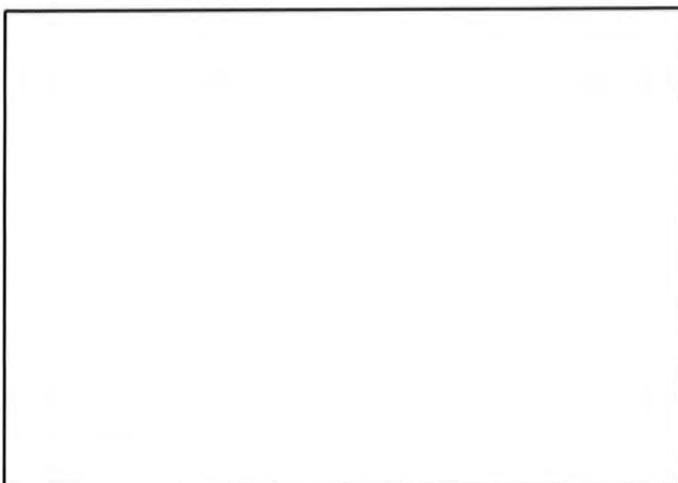
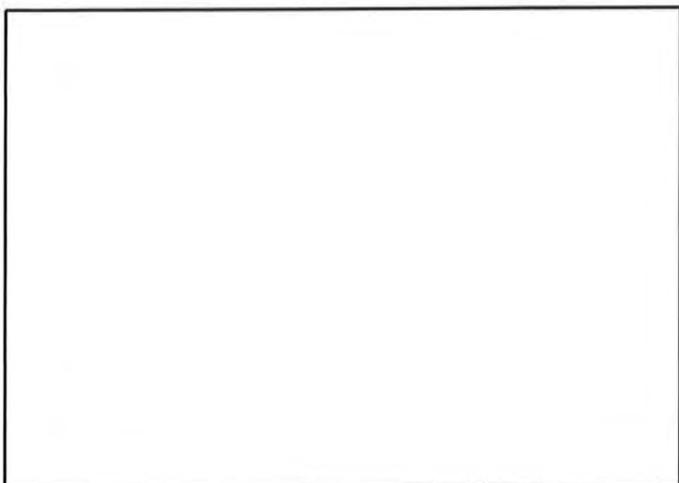
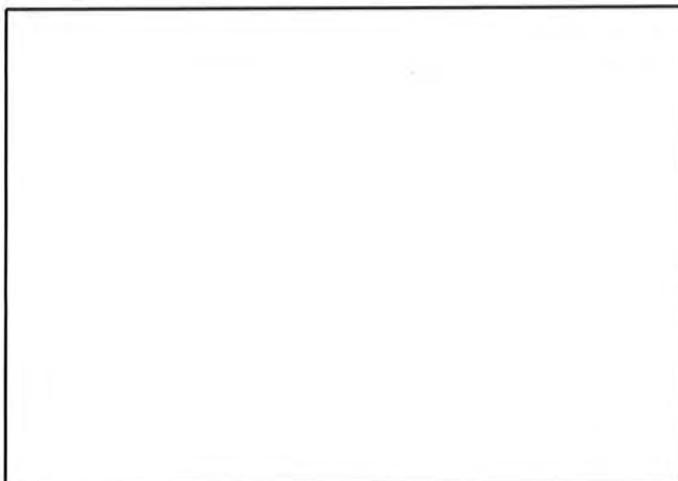
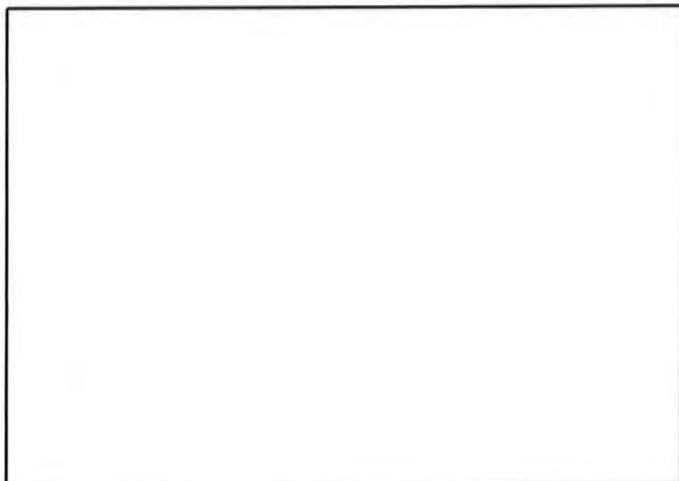
Client Heritage Bank



Street Scene



Site Plan



Borrower Gen 11 Construction  
 Property Address 1931 NW Greenwood Ct  
 City Topeka County Shawnee State KS Zip Code 66608-2215  
 Lender/Client Heritage Bank Address 3024 SW Wanamaker, Topeka, KS 66614

**Requirements - Condition and Quality Ratings Usage**

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

**Condition Ratings and Definitions**

**C1** - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

*\*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2** - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*\*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3** - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*\*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4** - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*\*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

**C5** - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*\*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6** - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*\*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**Quality Ratings and Definitions**

**Q1** - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

**Q2** - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q3** - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4** - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5** - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6** - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

**Definitions of Not Updated, Updated, and Remodeled**

**Not Updated** - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

**Updated** - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

**Remodeled** - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Requirements - Abbreviations Used in  
Data Standardization Text

Case No.  
File No. 1931GreenwoodCt

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade



Moser Appraisals, LLC  
7529 SW Robinhood Ct,  
Topeka, KS 66614  
7852660600

---

06/14/2024

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS  
66614

RE: Property - 2120 NW Vail Ct  
Topeka, KS 66608-1650  
Borrower - Gen 111 Construction  
File No. - 2120VailCt  
Case No. -

Dear Heritage Bank

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

2120 NW Vail Ct, Topeka, KS 66608-1650

The purpose of this appraisal is to provide an opinion of the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 06/05/2024 is:

\$ 305,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Respectfully submitted,

Moser Appraisals, LLC

  
Jeffrey C. Moser  
KS Certification #174

---



**APPRAISAL REPORT**

OF THE REAL PROPERTY LOCATED AT

2120 NW Vail Ct  
Topeka, KS 66608-1650

for

Heritage Bank  
3024 SW Wanamaker  
Topeka, KS 66614

as of

06/05/2024

by

Jeffrey C. Moser  
7529 SW Robinhood Ct,  
Topeka, KS 66614

Moser Appraisals, LLC

**Uniform Residential Appraisal Report**

File # 2120VailCt

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **2120 NW Vail Ct** City **Topeka** State **KS** Zip Code **66608-1650**  
 Borrower **Gen 111 Construction** Owner of Public Record **Six Zero Inc** County **Shawnee**  
 Legal Description **Lot 1, Block A, Vail Ct, Farm View Fields**  
 Assessor's Parcel # **See attached** Tax Year **2024** R.E. Taxes \$ **Unknown**  
 Neighborhood Name **North Topeka** Map Reference **SFREP** Census Tract **7**  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ **0**  PUD HOA \$ **0**  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) **New Construction**  
 Lender/Client **Heritage Bank** Address **3024 SW Wanamaker, Topeka, KS 66614**  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). **DOM 0; The sites recently sold.**

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s) \_\_\_\_\_

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid: \_\_\_\_\_

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %		
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	10 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	60	Low	10	Multi-Family	5 %
Neighborhood Boundaries <b>The neighborhood is bordered by Highway 24 on the north, I70 on the south, K4 on the east, and Hwy 75 on the east.</b>								300	High	100	Commercial	5 %
Neighborhood Description <b>The neighborhood is located north of downtown Topeka. The homes in the area vary in size and style. The subject is located in a new subdivision. Access to the entire city is average. No adverse neighborhood conditions apparent.</b>								150	Pred.	65	Other	%
Market Conditions (including support for the above conclusions) <b>The subjects market over the past year has been relatively stable. Marketing time and Exposure time is estimate to be 0-60 days. The average listing price to sale price ratio is 98% to 100%. Seller concessions are not prevalent in the current market. If seller concessions are paid, they are typically between 1%-4% of the contract price and cover closing costs, prepaid expenses, and inspection fees.</b>												
Dimensions <b>123.43Fx150.1LSx115Rx123RS</b>				Area <b>16278 sf</b>				Shape <b>Irregular</b>		View <b>N;Res;Res</b>		
Specific Zoning Classification <b>R1</b>				Zoning Description <b>Residential</b>								
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)												
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe												
*** See Additional Comments ***												

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Water	<input checked="" type="checkbox"/>	Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone <b>X500L</b> FEMA Map No. <b>20177C0204E</b> FEMA Map Date <b>09/29/2011</b>							
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If No, describe							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
<b>The site is typical for the market area. The subject site is a corner site. Utilities for the area are typical. There are no adverse site conditions apparent.</b>							

General Description		Foundation		Exterior Description		Interior	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab	<input type="checkbox"/> Crawl Space	Foundation Walls	<b>PC/Gd</b>	Floors	<b>LVP-C/Gd</b>
# of Stories	<b>1</b>	<input type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Exterior Walls	<b>Frame/Gd</b>	Walls	<b>DW/Gd</b>
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area <b>1,082 sq. ft.</b>		Roof Surface	<b>Ashalt/Gd</b>	Trim/Finish	<b>Wood/Gd</b>
	<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish <b>90 %</b>		Gutters & Downspouts	<b>Complete/Gd</b>	Bath Floor	<b>LVP/Gd</b>
Design (Style)	<b>Ranch</b>	<input type="checkbox"/> Outside Entry/Exit	<input checked="" type="checkbox"/> Sump Pump	Window Type	<b>D-H/Gd</b>	Bath Wainscot	<b>F-O/Gd</b>
Year Built	<b>2024</b>	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	<b>Yes/Gd</b>	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs)	<b>0</b>	<input type="checkbox"/> Dampness	<input type="checkbox"/> Settlement	Screens	<b>Yes/Gd</b>	<input checked="" type="checkbox"/> Driveway	# of Cars <b>2</b>
Attic	<input type="checkbox"/> None	Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities		Woodstove(s) #	<b>0</b>
<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairs	<input type="checkbox"/> Other	Fuel <b>Gas</b>	Fireplace(s) #	<b>0</b>	<input checked="" type="checkbox"/> Garage	# of Cars <b>2</b>
<input type="checkbox"/> Floor	<input checked="" type="checkbox"/> Scuttle	Cooling	<input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	<b>Patio</b>	<input checked="" type="checkbox"/> Porch	<b>Front</b>
<input type="checkbox"/> Finished	<input type="checkbox"/> Heated	<input type="checkbox"/> Individual	<input type="checkbox"/> Other	<input type="checkbox"/> Pool	<b>None</b>	<input checked="" type="checkbox"/> Carport	# of Cars <b>0</b>
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)							
Finished area <b>above</b> grade contains: <b>5</b> Rooms <b>2</b> Bedrooms <b>2.0</b> Bath(s) <b>1,082</b> Square Feet of Gross Living Area Above Grade							
Additional features (special energy efficient items, etc.) <b>Patio, Porch</b>							

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C1; No updates in the prior 15 years; The appraisal is made subject to completion per plans and specifications. The subject has a full basement finished with a family room, Office, 2 bedrooms, and bath.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe \_\_\_\_\_

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe \_\_\_\_\_

**Uniform Residential Appraisal Report**

File # 2120VailCt

There are <b>7</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>260,000</b> to \$ <b>349,000</b>					
There are <b>79</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>260,000</b> to \$ <b>349,000</b>					
<b>FEATURE</b>	<b>SUBJECT</b>	<b>COMPARABLE SALE # 1</b>	<b>COMPARABLE SALE # 2</b>	<b>COMPARABLE SALE # 3</b>	
2120 NW Vail Ct		4127 NW Walnut Rd	3417 NW Dawdy Dr	3931 NW Krysten St	
Address Topeka, KS 66608-1650		Topeka, KS 66618	Topeka, KS 66618	Topeka, KS 66618	
Proximity to Subject		2.48 miles NW	1.40 miles N	2.45 miles NW	
Sale Price	\$	\$ 337,500	\$ 349,000	\$ 310,000	
Sale Price/Gross Liv. Area	\$ sq. ft.	\$ 244.57 sq. ft.	\$ 267.23 sq. ft.	\$ 220.96 sq. ft.	
Data Source(s)		MLS#230907;DOM 24	MLS #230172;DOM 36	MLS#233703;DOM 2	
Verification Source(s)		Shawnee County Appraiser	Shawnee County Appraiser	Shawnee County Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing		ArmLth		ArmLth	
Concessions		Conv:0		VA;8725	-9,000
Date of Sale/Time		s11/23;c10/23		s09/23;c08/23	
Location	N;Res;Res	N;Res;Res		N;Res;Res	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	16278 sf	22368 sf	0	11310 sf	0
View	N;Res;Res	N;Res;Res		N;Res;Res	
Design (Style)	DT1;Ranch	DT1;Ranch		DT1;Ranch	
Quality of Construction	Q3	Q3		Q3	
Actual Age	0	28	0	33	0
Condition	C1	C3	+5,000	C3	+5,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	5 2 2.0	6 3 2.0	0	5 2 2.0	0
Gross Living Area	1,082 sq. ft.	1,380 sq. ft.	-9,000	1,306 sq. ft.	-7,000
Basement & Finished	1082sf973sfin	1380sf1350sfin	-6,000	1306sf1100sfwo	-2,000
Rooms Below Grade	1rr2br1.0ba0o	1rr2br0.1ba0o	+3,000	1rr1br1.0ba1o	0
Functional Utility	Good	Good		Good	
Heating/Cooling	FA / Central	FA / Central		FA / Central	
Energy Efficient Items	Insulation	Insulation		Insulation	
Garage/Carport	2ga2dw	2ga2dw		2ga2dw	
Porch/Patio/Deck	Porch, Patio	Porch, Deck	0	Porch, Deck	0
	None	Fireplace,SS	-5,000	Fence, Pool	-15,000
	None	Fence	-1,000	Fireplace	-1,000
	None	None		None	
Net Adjustment (Total)			\$ -13,000		\$ -29,000
Adjusted Sale Price		Net Adj. 3.85 %		Net Adj. 8.31 %	
of Comparables		Gross Adj. 8.59 %	\$ 324,500	Gross Adj. 11.17 %	\$ 320,000
				Gross Adj. 5.48 %	\$ 303,000

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain 0

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **MLS, Shawnee County**

My research  did  did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) **MLS, Shawnee County Appraiser**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/01/2024			
Price of Prior Sale/Transfer	\$330000			
Data Source(s)	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County	MLS, Shawnee County
Effective Date of Data Source(s)	06/05/2024	06/05/2024	06/05/2024	06/05/2024

Analysis of prior sale or transfer history of the subject property and comparable sales The previous sale is for the entire subdivision site is in.

Summary of Sales Comparison Approach The appraiser searched the subjects neighborhood boundaries and competing market areas in Topeka MLS and Shawnee County Appraiser for homes similar to the subject in site, size, age, style, condition, and location. The comparables indicate a range in value from \$303,000 to \$325,000. Most emphasis is placed on Sale #3.

Indicated Value by Sales Comparison Approach \$ 305,000

Indicated Value by: Sales Comparison Approach \$ 305,000 Cost Approach (if developed) \$ 297,015 Income Approach (if developed) \$

The final opinion of market value is based on the sales comparison approach. The income approach was not necessary in developing a credible opinion of market value and the scope of work/intended use did not require these approaches.

This appraisal is made  "as is,"  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: **Subject to completion per plans and specifications.**

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 305,000 , as of 06/05/2024 , which is the date of inspection and the effective date of this appraisal.

**Uniform Residential Appraisal Report**

File # 2120VailCt

ADDITIONAL COMMENTS	The Intended User of this appraisal report is the Lender. No additional Users are identified by the appraiser.	
	The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form.	
	DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.	
	The data contained in the attached appraisal report has been compiled by the appraiser from the following sources: 1. Inspection and research of the subject property to identify dimensions, nature of construction, physical condition, and any other physical, functional or external factors. 2. Research of municipal offices and registry of deeds to identify assessments, transfer activity, site parameters, and other pertinent factors. 3. Contact with appropriate real estate brokers, developers, managers, appraisers, and other knowledgeable sources to identify relevant market data such as comparable sales, comparable rents, vacancy rents, depreciation rents, operating cost, and any trends that may influence such as economic or demographic trends. The amount and type of information researched and the analysis applied in this assignment conforms with the expectations of participants in this market for the same or similar appraisal services and is what the appraiser's peers' actions would be in performing the same or a similar assignment in compliance with the Uniform Standards of Professional Practice except as noted.	
	DEFINITION OF INSPECTION: The term "Inspection", used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation system, or subfloor. The appraiser is not an expert at determining if a property has mold. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested. Houses built prior to 1978 may contain lead based paint. The appraiser is not qualified to detect such hazardous substances or conditions. Lead based paint may require a certified contractor for removal or special containment. It is recommended that the client retain an expert to fully evaluate any environmental concerns, if desired. The appraiser is not qualified to detect specific hazardous substances or conditions. The presence of adverse materials or naturally occurring substances such as mold/mildew, asbestos, lead based paint, and/or any other unseen or existing hazardous materials may affect the value of this property. The value opinion is predicated on the extraordinary assumption that there is no such material(s) on or nearby the property.	
	I have services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.	
	<b>COST APPROACH TO VALUE (not required by Fannie Mae)</b>	
	Provide adequate information for the lender/client to replicate the below cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)	
	Site Value is based on previous appraisal completed on subject sites.	
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE..... =\$ 25,000
	Source of cost data Marshall Swift/Corelogic	Dwelling 1,082 Sq. Ft. @ \$ 142.50 .....=\$ 154,185
	Quality rating from cost service Gd-Av Effective date of cost data 03/24/2024	1,082 Sq. Ft. @ \$ 65.00 .....=\$ 70,330
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Patio, Porch 20,000
	The cost approach value is for the lender only and not to be used for insurance purposes.	Garage/Carport 500 Sq. Ft. @ \$ 45.00 .....=\$ 22,500
		Total Estimate of Cost-New .....=\$ 267,015
		Less Physical Functional External
		Depreciation .....= \$( )
		Depreciated Cost of Improvements..... =\$ 267,015
		'As-is' Value of Site Improvements..... =\$ 5,000
Estimated Remaining Economic Life (HUD and VA only) 60 Years	Indicated Value By Cost Approach..... =\$ 297,015	
INCOME	<b>INCOME APPROACH TO VALUE (not required by Fannie Mae)</b>	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM)	
PUD INFORMATION	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b>	
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached	
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
	Legal name of project	
	Total number of phases	Total number of units sold
	Total number of units rented	Total number of units for sale
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion	
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)	
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.	
	Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.	
Describe common elements and recreational facilities		

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
Name Jeffrey C. Moser  
Company Name Moser Appraisals, LLC  
Company Address 7529 SW Robinhood Ct,  
Topeka, KS 66614  
Telephone Number 7852660600  
Email Address mosh@cox.net  
Date of Signature and Report 06/14/2024  
Effective Date of Appraisal 06/05/2024  
State Certification # 174  
or State License # \_\_\_\_\_  
or Other \_\_\_\_\_ State # \_\_\_\_\_  
State KS  
Expiration Date of Certification or License 06/30/2024

ADDRESS OF PROPERTY APPRAISED  
2120 NW Vail Ct  
Topeka, KS 66608-1650  
APPRAISED VALUE OF SUBJECT PROPERTY \$ 305,000  
LENDER/CLIENT  
Name No AMC  
Company Name Heritage Bank  
Company Address 3024 SW Wanamaker  
Topeka, KS 66614  
Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property  
 Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

**USPAP Compliance Addendum**

File No. 2120VailCt

Borrower/Client <b>Gen 111 Construction</b>	
Property Address <b>2120 NW Vail Ct</b>	
City <b>Topeka</b>	County <b>Shawnee</b> State <b>KS</b> Zip Code <b>66608-1650</b>
Lender/Client <b>Heritage Bank</b>	

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

**PRIOR SERVICES**

- I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I have **NOT** made a personal inspection of the property that is the subject of this report.
- I **HAVE** made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

None

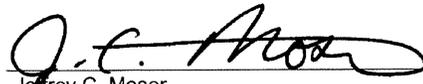
**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: None

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 90 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 90 day(s).

**APPRAISER SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature  Name <u>Jeffrey C. Moser</u> Date of Signature <u>06/14/2024</u> State Certification # <u>174</u> or State License # _____ State <u>KS</u> Expiration Date of Certification or License <u>06/30/2024</u> Effective Date of Appraisal <u>06/05/2024</u>	Signature _____ Name _____ Date of Signature _____ State Certification # _____ or State License # _____ State _____ Expiration Date of Certification or License _____ Supervisory Appraiser Inspection of Subject Property: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior
---	--

**License / Certification**

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank

State of Kansas  
  
**Real Estate Appraisal Board**

*This is to certify that*

**Jeffrey C. Moser**

*has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a*

**Certified Residential Real Property Appraiser**

*in the State of Kansas*

License #: R-174

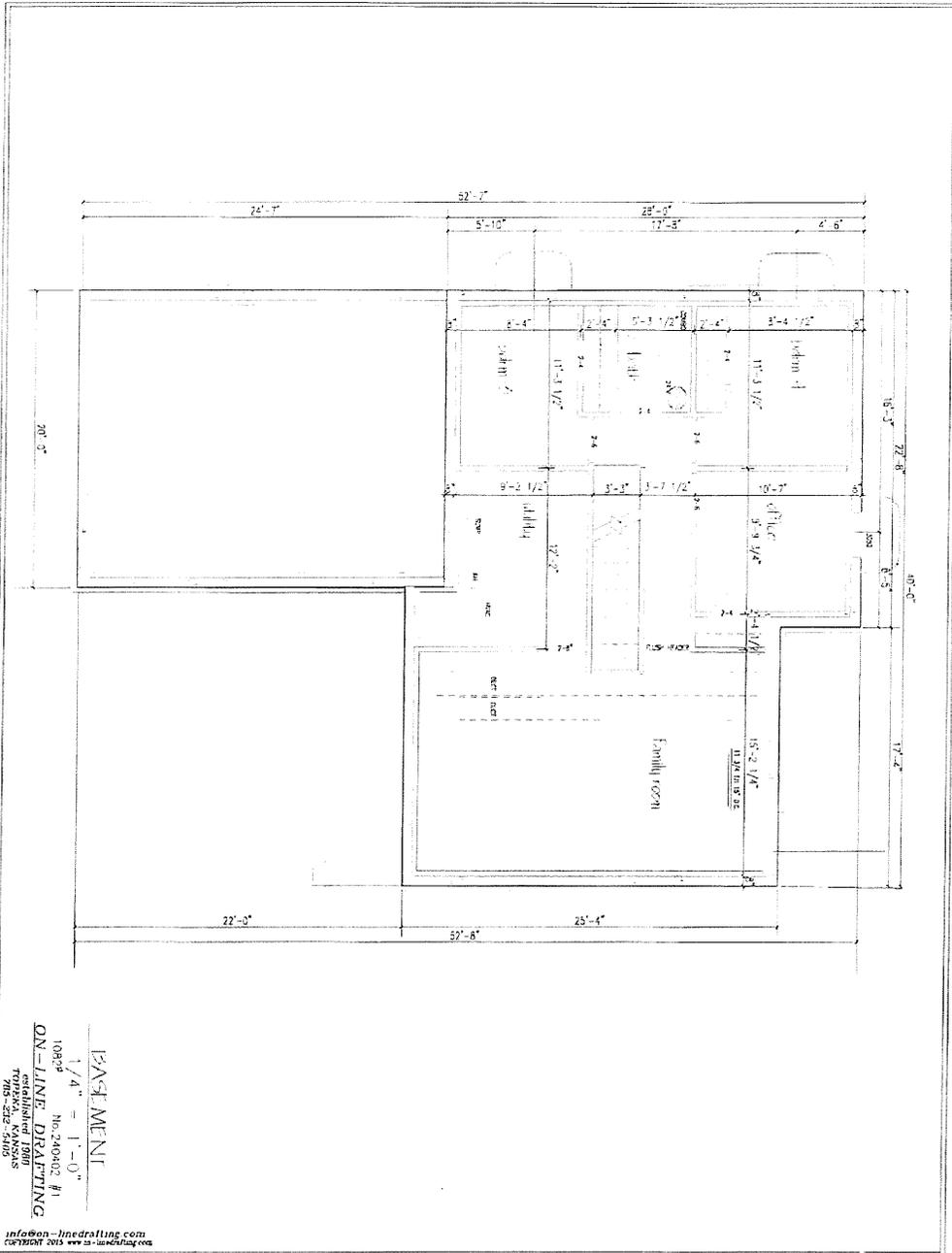
Effective Date: 07/01/2023

Expiration Date: 05/30/2024

  
 KREAB Chairman

# Basement Plan

Borrower/Owner Gen 111 Construction			
Property Address 2120 NW Vail Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-1650
Client Heritage Bank			



**PHOTOGRAPH ADDENDUM**

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank

**COMPARABLE #1**4127 NW Walnut Rd  
Topeka, KS 66618

Price	\$337,500
Price/SF	\$244.57
Date	s11/23;c10/23
Age	28
Room Count	6-3-2.0
Living Area	1,380

Value Indication \$324,500

**COMPARABLE #2**3417 NW Dawdy Dr  
Topeka, KS 66618

Price	\$349,000
Price/SF	\$267.23
Date	s09/23;c08/23
Age	33
Room Count	5-2-2.0
Living Area	1,306

Value Indication \$320,000

**COMPARABLE #3**3931 NW Krysten St  
Topeka, KS 66618

Price	\$310,000
Price/SF	\$220.96
Date	s05/24;c04/24
Age	19
Room Count	6-3-2.0
Living Area	1,403

Value Indication \$303,000

# SKETCH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

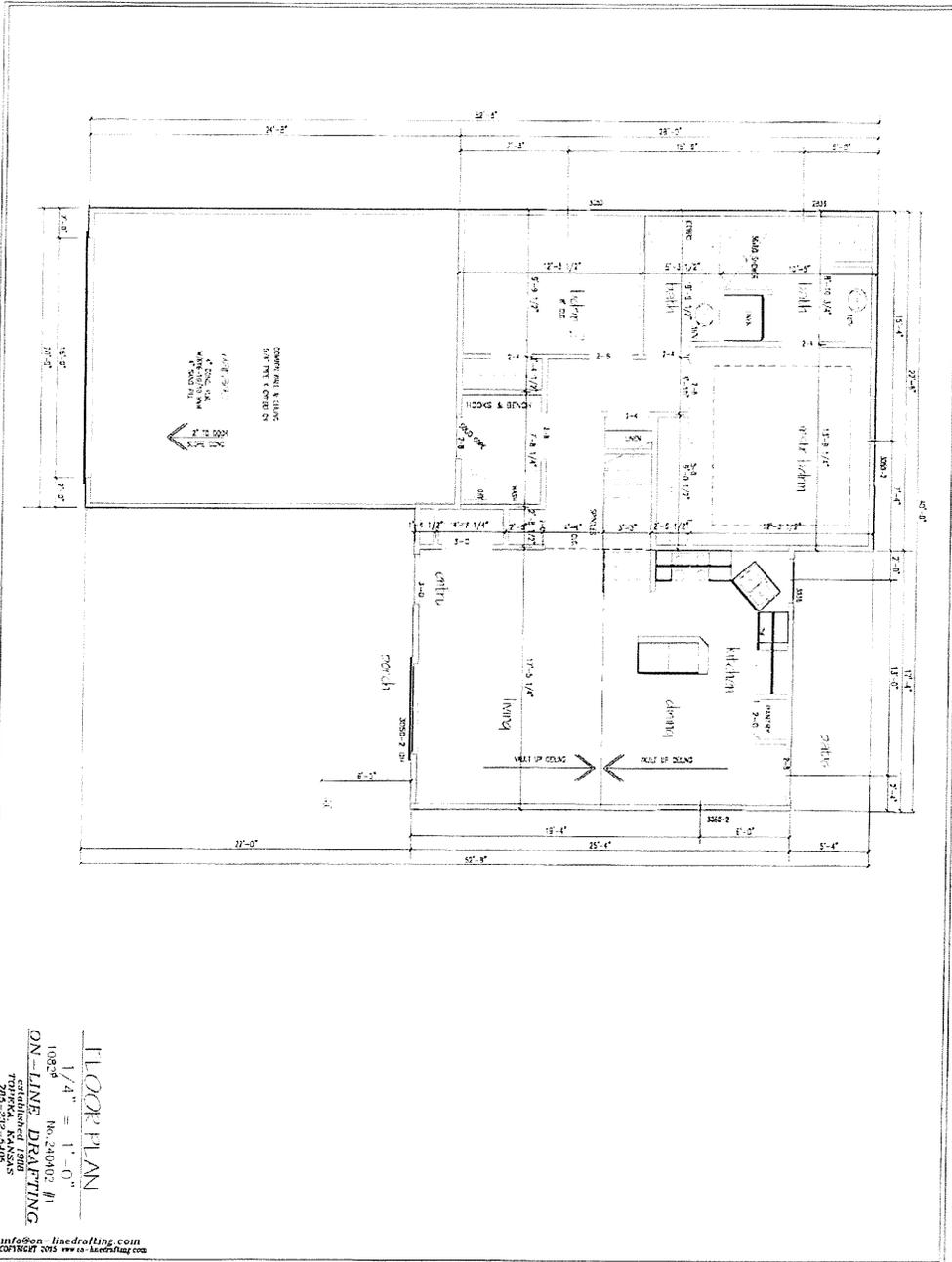
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank

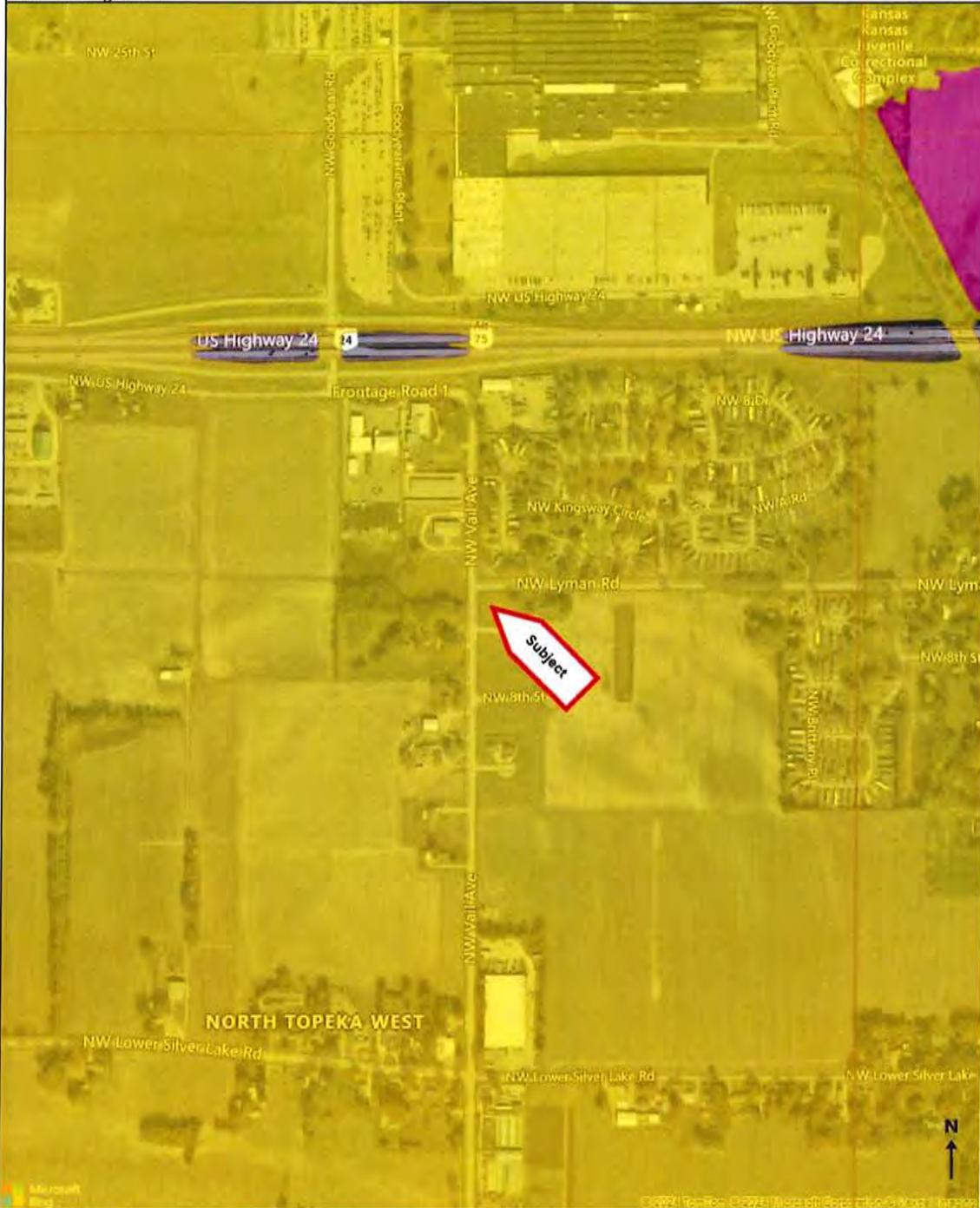


LOOK PLAN  
 1/4" = 1'-0"  
 10826 No. 240402 #1  
 ON-LINE DRAFTING  
 established 1988  
 705-212-9405



# FLOOD MAP

Borrower/Owner Gen 111 Construction			
Property Address 2120 NW Vail Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-1650
Client Heritage Bank			



### Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

### Flood Zone Determination

Latitude: 39.087352

Longitude: -95.693890

Community Name:

TOPEKA, CITY OF

Community: 205187

SFHA (Flood Zone): No

Within 250 ft. of multiple flood zones: No

Zone: X500L

Map #: 20177C0204E

Panel: 0204E

Panel Date: 09/29/2011

FIPS Code: 20177

Census Tract: 7

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

# SITE PLAN

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

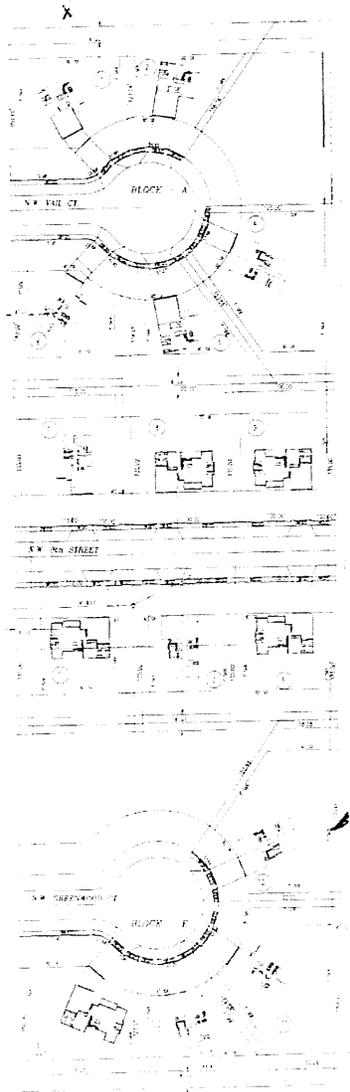
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank



PROJECT NO. 2120VAILCT  
DATE 11/11/11  
SCALE AS SHOWN  
ON LINE DRAFTING  
PROJECT NO. 2120VAILCT

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank



**FRONT VIEW OF  
SUBJECT PROPERTY**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE OF  
SUBJECT PROPERTY**

# PHOTOGRAPH ADDENDUM

Borrower/Owner Gen 111 Construction

Property Address 2120 NW Vail Ct

City Topeka

County Shawnee

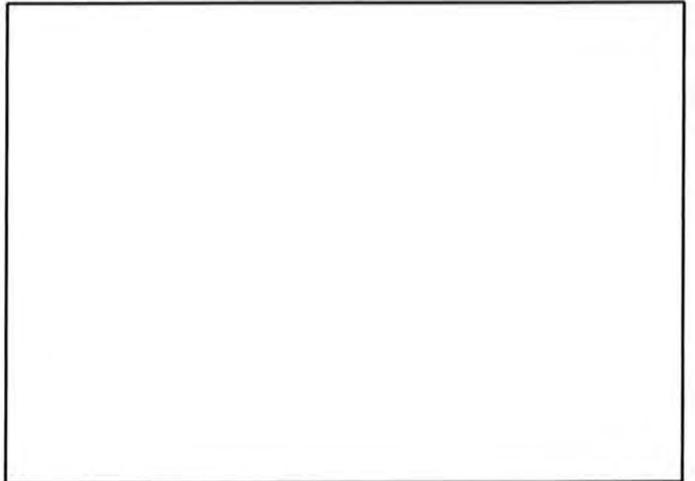
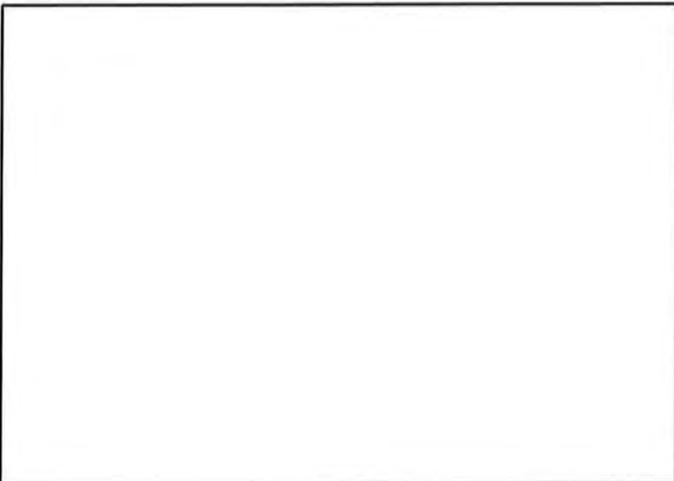
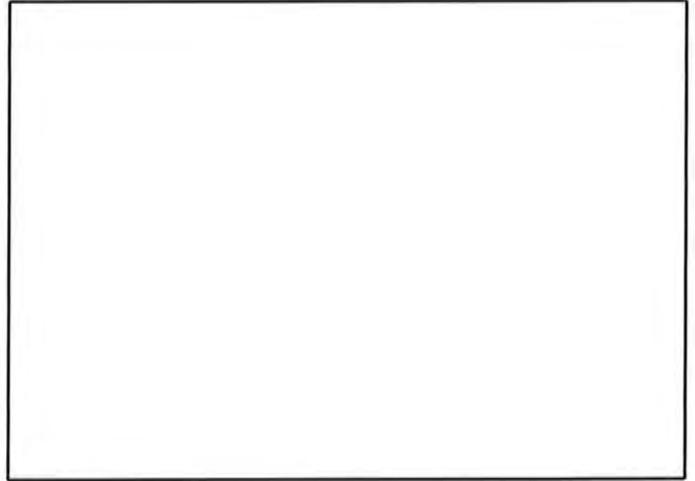
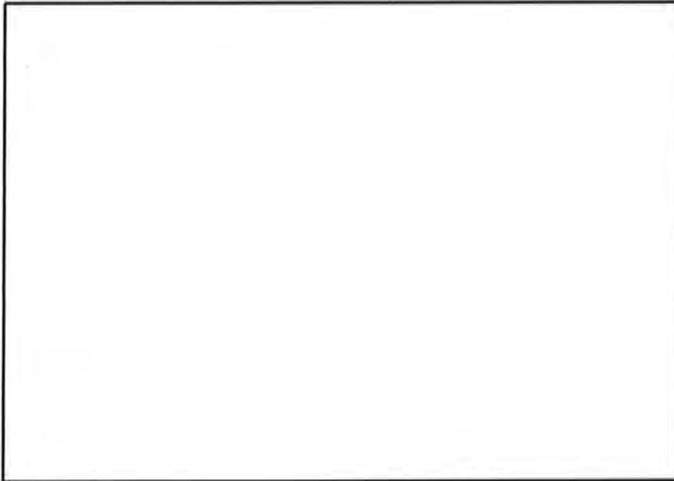
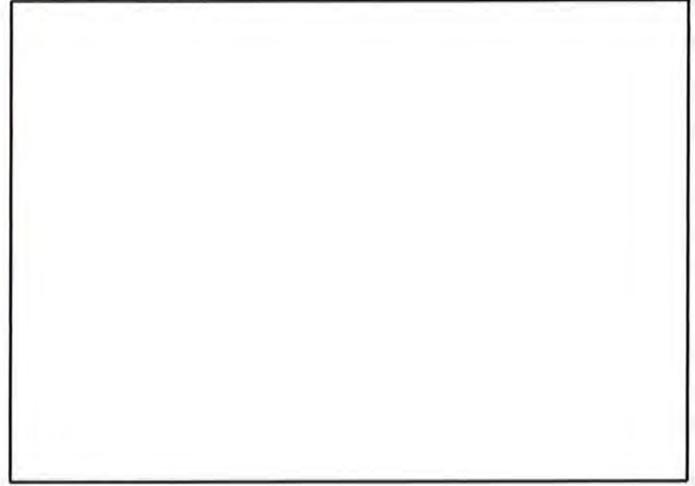
State KS

Zip Code 66608-1650

Client Heritage Bank



Site



Borrower Gen 111 ConstructionProperty Address 2120 NW Vail CtCity TopekaCounty ShawneeState KSZip Code 66608-1650Lender/Client Heritage BankAddress 3024 SW Wanamaker, Topeka, KS 66614**Requirements - Condition and Quality Ratings Usage**

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

**Condition Ratings and Definitions**

**C1** - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

*\*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2** - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*\*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3** - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear, some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*\*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4** - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*\*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property*

**C5** - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*\*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6** - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*\*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**Quality Ratings and Definitions**

**Q1** - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

**Q2** - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q3** - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4** - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5** - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6** - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

**Definitions of Not Updated, Updated, and Remodeled**

**Not Updated** - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

**Updated** - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

**Remodeled** - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Requirements - Abbreviations Used in  
Data Standardization Text

Case No.  
File No. 2120VailCt

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmlLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade





City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
[www.topeka.org](http://www.topeka.org)  
September 10, 2024

---

DATE: September 10, 2024  
CONTACT PERSON: Josh McAnarney, Budget Manager DOCUMENT #:  
SECOND PARTY/SUBJECT: TMTA Revenue Neutral Rate (RNR) - 2025 PROJECT #:  
Proposed Budget  
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous  
CIP PROJECT: No  
ACTION OF COUNCIL: JOURNAL #:  
PAGE #:

---

**DOCUMENT DESCRIPTION:**

**PUBLIC HEARING** to consider comment from the public concerning the Governing Body's consideration whether to exceed the Topeka Metro Transit Authority's revenue neutral rate of 4.017 and impose a proposed tax rate of 4.2 mills.

**RESOLUTION** introduced by City Manager Dr. Robert M. Perez, to levy a property tax rate on behalf of the Topeka Metro Transit Authority (TMTA) that exceeds the Revenue Neutral Rate.

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

*(Approval will allow the City to exceed the TMTA's Revenue Neutral Rate (RNR) of 4.017 and impose a levy of 4.2 mills)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

K.S.A. 79-2988, as amended, requires the Governing Body to hold a public hearing, to allow comment regarding exceeding the revenue neutral rate.

After the public hearing is conducted, the Governing Body must determine whether or not to exceed the TMTA's RNR of 4.017 and impose a rate of 4.2 mills.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body conduct the public hearing as required by K.S.A. 79-2988. After the public hearing is closed, Staff recommends the Governing Body move to approve the resolution.

**BACKGROUND:**

The City's budget includes a levy on behalf of the TMTA. TMC A9-2 requires the Governing Body to levy a tax of 4.2 mills on behalf of the TMTA, the proceeds of which are used to provide funding for bus services. However, the County Clerk, in accordance with K.S.A. 79-2988, as amended, has established the RNR rate for the TMTA at 4.017. This means that the Governing Body cannot levy a tax of 4.2 mills unless it first passes a resolution to exceed the TMTA's RNR of 4.017. Before the Governing Body can consider a resolution, it must entertain comment from the public. After considering comment the law requires the Governing Body to vote on the resolution before closing the public hearing.

**BUDGETARY IMPACT:**

There is no budgetary impact to the City.

**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

Notice of RNR Public Hearings

Proposed Resolution

Topeka Metro Newspaper Notice (August 26, 2024)

Resolution No. 9552 (Approved July 2, 2024)

Published in the Topeka Metro News on August 26, 2024

**Notice of Revenue Neutral Rate (RNR) Public Hearing for the City of Topeka and the Topeka Metro Transit Authority (TMTA)**

The Governing Body of the City of Topeka will meet on September 10, 2024 at 6:00 p.m. in the Cyrus K. Holliday Building First Floor Conference Room, 620 SE Madison Street, Topeka, Kansas, for the purpose of holding a public hearing to consider comment from the public concerning the Governing Body's consideration of adopting a budget for 2025 that exceeds the RNR which is 35.341. If the Governing Body approves exceeding the RNR, the Governing Body will adopt a budget that results in a tax rate of 38.952.

As the Governing Body is responsible for levying a mill levy on behalf of the TMTA, the Governing Body will also consider comment from the public concerning whether to exceed the TMTA's revenue neutral rate of 4.017 and impose a proposed tax rate of 4.2 mills.

This Notice also appears on the City of Topeka website at [www.topeka.org](http://www.topeka.org)



# The Topeka Metro News

800 SW Jackson St., Ste. 1118  
Topeka, KS 66612-1244  
(785) 232-8600

CITY OF TOPEKA - CITY CLERK'S OFFICE  
215 SE 7TH ST RM 166  
TOPEKA KS 66603-3914

---

## Proof of Publication

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

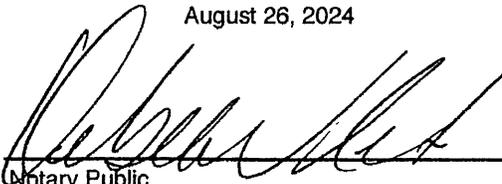
NOTICE OF REVENUE NEUTRAL RATE PUBLIC HEARING FOR THE CITY OF TOPEKA & TMTA  
8/26/24



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

August 26, 2024

  
Notary Public

DEBRA VALENTI

Notary Public-State of Kansas  
My Appt. Expires Aug. 21, 2027

First published in The Topeka Metro News, Monday, August 26, 2024.

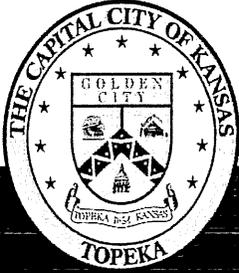
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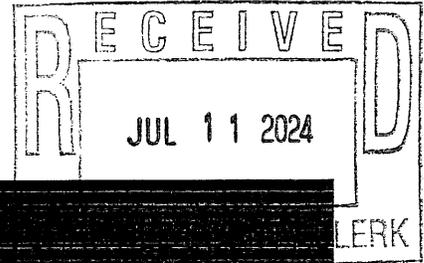
As the Governing Body is responsible for levying a mill levy on behalf of the TMTA, the Governing Body will also consider comment from the public concerning whether to exceed the TMTA's revenue neutral-rate of 4.017 and impose a proposed tax rate of 4.2 mills.

This Notice also appears on the City of Topeka website at [www.topeka.org](http://www.topeka.org)  
8/26

L19886  
Publication Fees: \$11.00



CITY OF  
**TOPEKA**



## City of Topeka Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF CITY OF TOPEKA, KANSAS, HEREBY NOTIFIES THE SHAWNEE COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

X **YES** we intend to exceed the Revenue Neutral Rate for the **City of Topeka** and our proposed mill rate is **38.952**.

The breakdown of the levy is as follows:

**General: 27.554      Bond and Interest: 10.717      Special Liability: 0.681**

The public hearing date shall take place on September 10, 2024 at 6:00 PM in the Cyrus K. Holliday Building, First Floor Conference Room, located at 620 SE Madison Street, Topeka, Kansas.

X **YES** we intend to exceed the Revenue Neutral Rate for the **Topeka Metro Transit Authority (TMTA)** and our proposed mill rate is **4.2**.

The breakdown of the levy is as follows:

**General: 4.2**

The public hearing date shall take place on September 10, 2024 at 6:00 PM in the Cyrus K. Holliday Building, First Floor Conference Room, located at 620 SE Madison Street, Topeka, Kansas.

WITNESS my hand and official seal on July 11, 2024.



*Brenda Younger*  
Brenda Younger, M.M.C.  
City Clerk



# CITY OF TOPEKA

## CERTIFICATE

I, Brenda Younger, City Clerk of the City of Topeka, Shawnee County, Kansas, do hereby certify that the attached is a true and correct copy of City of Topeka Resolution No. 9558 passed and approved by the Governing Body on July 9, 2024, as the same appears on record in the Office of the City Clerk.



*Brenda Younger*  
Brenda Younger, City Clerk



29 County Clerk on or before July 20, 2024.

30 4. This resolution shall take effect and be in force immediately upon its adoption.

31 ADOPTED and APPROVED by the Governing Body on July 9, 2024.

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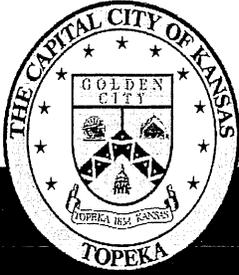
ATTEST:

Brenda Younger  
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor



# CITY OF TOPEKA

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*Brenda Younger*  
\_\_\_\_\_  
Brenda Younger, City Clerk



28 BE IT FURTHER RESOLVED THAT:

29 1. The Governing Body adopts a proposed tax rate for the TMTA at 4.2 mills.

30 2. The public hearing to entertain public comment regarding possible adoption of a  
31 2025 budget that exceeds the TMTA's RNR of 4.017 shall take place on September 10,  
32 2024 at 6:00 p.m. in the Cyrus K. Holliday Building, First Floor Conference Room, 620  
33 SE Madison Street, Topeka, Kansas.

34 3. The City Clerk is directed to provide a certified copy of this Resolution to the  
35 County Clerk on or before July 20, 2024.

36 4. This resolution shall take effect and be in force immediately upon its adoption.

37 ADOPTED and APPROVED by the Governing Body on July 2, 2024.

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ATTEST:

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

  
Brenda Younger, City Clerk



**STAFF RECOMMENDATION:**

Staff recommends the Governing Body conduct the public hearing as required by K.S.A. 79-2988. After the public hearing is closed, Staff recommends the Governing Body move to approve the resolution.

**BACKGROUND:**

The County Clerk, in accordance with K.S.A. 79-2988, as amended, has established an RNR of 35.341. This means that the Governing Body cannot levy a tax in excess of this amount unless it passes a resolution exceeding the RNR. Before the Governing Body can consider a resolution, it must entertain comment from the public. After considering comment the law requires the Governing Body to vote on the resolution before closing the public hearing.

**BUDGETARY IMPACT:**

If the Resolution is passed, the Governing Body may proceed to pass an appropriation ordinance adopting a budget with a possible maximum mill levy rate of 38.952 mills. If the Resolution fails, staff will have to revise the budget to accommodate diminished revenue.

**SOURCE OF FUNDING:**

General Fund

**ATTACHMENTS:**

**Description**

Notice of RNR Public Hearings

Proposed Resolution

Topeka Metro Newspaper Notice (August 26, 2024)

Resolution No. 9558 (City of Topeka) approved July 9, 2024

Published in the Topeka Metro News on August 26, 2024

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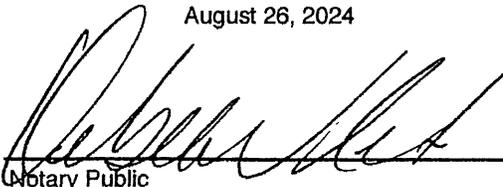
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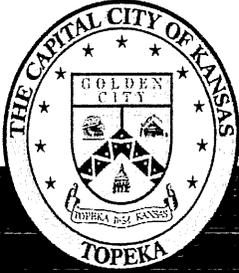
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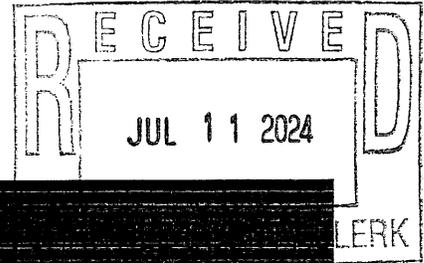
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L19886  
Publication Fees: \$11.00



CITY OF  
**TOPEKA**



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The public hearing date shall take place on September 10, 2024 at 6:00 PM in the Cyrus K. Holliday Building, First Floor Conference Room, located at 620 SE Madison Street, Topeka, Kansas.

X **YES** we intend to exceed the Revenue Neutral Rate for the **Topeka Metro Transit Authority (TMTA)** and our proposed mill rate is **4.2**.

The breakdown of the levy is as follows:

**General: 4.2**

The public hearing date shall take place on September 10, 2024 at 6:00 PM in the Cyrus K. Holliday Building, First Floor Conference Room, located at 620 SE Madison Street, Topeka, Kansas.

WITNESS my hand and official seal on July 11, 2024.



*Brenda Younger*  
Brenda Younger, M.M.C.  
City Clerk



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*Brenda Younger*  
Brenda Younger, City Clerk



29 County Clerk on or before July 20, 2024.

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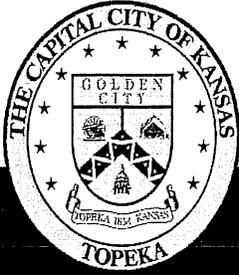
ATTEST:

Brenda Younger  
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor



# CITY OF TOPEKA

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ATTEST:

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

  
Brenda Younger, City Clerk



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

---

**DATE:** September 10, 2024  
**CONTACT PERSON:** Josh McAnarney, City Budget Manager **DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** 2025 Operating Budget **PROJECT #:**  
**CATEGORY/SUBCATEGORY:** 018 Public Hearings / 006 Budget  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** Discussion: 07-30-24; **JOURNAL #:**  
08-13-24; 08-27-24; 09-03-24  
**PAGE #:**

---

**DOCUMENT DESCRIPTION:**

**PUBLIC HEARING** for the purpose of hearing and answering objections of taxpayers relating to the proposed City of Topeka 2025 Operating Budget.

*(Published in the Topeka Metro Newspaper on August 26, 2024. If this budget is adopted the adopted Mill Levy rate will be 37.952 which will be 1 mill less than the maximum approved mill levy rate of 38.952. However, this will be 1 mill higher than the 2024 adopted mill levy rate of 36.952.)*

**VOTING REQUIREMENTS:**

No voting requirements by the Governing Body to conduct the public hearing.

**POLICY ISSUE:**

State law requires a public hearing be held and is a prerequisite to adopting the budget by ordinance.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body conduct the public hearing and adopt the ordinance.

**BACKGROUND:**

In the FY25 proposed budget assumes the Governing Body will hold a public hearing in September to consider surpassing the Revenue Neutral Rate (RNR) as required by K.S.A. 79-2988.

The 2025 Budget Book includes a budget overview, strategic priorities and their metrics, revenue and expenditure overview, summaries of each department including performance metrics, goals and accomplishments, position

summaries, and a list of services offered by the department. Summaries of budgeted funds, policies, and debt information can be found at the back of the book.

As discussions continue through the months of August and September the 2025 Proposed Budget and all supplemental information will be available online at <https://www.topeka.org/finance/budget/>.

**BUDGETARY IMPACT:**

The budgetary impact is described in the proposed 2025 budget.

**SOURCE OF FUNDING:**

Various City Funds

**ATTACHMENTS:**

**Description**

2025 Budget Public Hearing Notice - September 10, 2024

Topeka Metro Newspaper Affidavit of Publication 2025 City Budget Hearing Notice (August 26, 2024)

August 27, 2024 GB Meeting Presentation

Budget Supplement No. 1 August 22, 2024

August 20, 2024 GB Meeting Presentation

August 13, 2024 GB Meeting Presentation

July 30, 2024 GB Meeting Presentation

2025 City of Topeka Preliminary Budget (July 30, 2024)

2025 Notice to Exceed RNR for TMTA & City of Topeka (July 2024)



# The Topeka Metro News

800 SW Jackson St., Ste. 1118  
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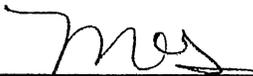
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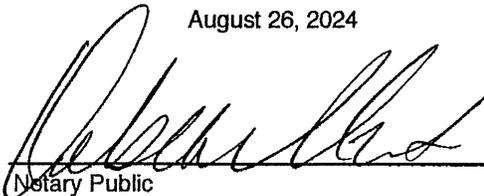
HEARING TO EXCEED REVENUE NEUTRAL  
RATE & 2025 BUDGET HEARING  
8/26/24



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

August 26, 2024

  
Notary Public

DEBRA VALENTI

Notary Public-State of Kansas  
My Appt. Expires Aug. 21, 2027

L19887  
Publication Fees: \$125.00





CITY OF  
**TOPEKA**



Department Budget  
Presentations  
8/27/2024



CITY OF  
**TOPEKA**



# Budget Information



## FTE Transfers and Reductions

1. Senior Executive Assistant was transferred from Public Works to the City Manager's Office (No Net FTE Change nor Budget Change Overall)
2. Removed an Engineering Tech Position for 621 – Water (Reduction of \$50,622.24)

## Budget Reductions from Presented FY 2025 Budget

1. **Page 39:** Decreased the City Manager's Budget by \$25,000. This reduction was from an overestimation of the cost of the Executive Coach which was inputted in May.
2. **Page 45:** Decreased the Finance Budget by \$71,750. This was a combination of education/travel and reduction of contractual services that was requested in 2024 Budget.
3. **Page 89:** Decreased by \$50,000. The submitted budget overestimated a contract amount by \$50,000.
4. **Page 111 & 112:** Initially, it was believed the City would need to subsidize the Special Highway Fund, as it was projected to fall below the 10% policy limit by the end of 2025. However, Finance now forecasts this transfer is unnecessary. Thus, we are removing the \$3,000,000 revenue on Page 111 and the \$3,000,000 transfer expense on Page 112.
5. **Page 114:** Interest Payments were inputted incorrectly for Debt Service. The line item for debt should be moved from \$18,518,733 to \$20,330,266.
6. **Page 133:** Finance will transfer \$500,000 from the 740 – Economic Development Fund to a new, separate fund for the landbank. This move aligns with best practices of segregating landbank funds into their own standalone account.



# Reduction/Enhancement Overview



Category	2024 Budget	2025 Base Budget	Net Inc. / (Dec.)	2025 Budget
City Council	\$391,896	\$414,049	\$90,596	\$504,645
City Manager	\$1,889,589	\$2,137,854	\$392,135	\$2,529,989
DEI / Comm. Engagement	\$553,715	\$785,713	\$50,000	\$835,713
City Attorney	\$1,743,962	\$1,977,837	(\$160,373)	\$1,817,464
Finance	\$3,142,881	\$3,623,116	(\$91,042)	\$3,532,074
Municipal Court	\$2,097,035	\$2,299,122	(\$2,500)	\$2,296,622
Human Resources	\$2,158,261	\$2,349,912	(\$216,542)	\$2,133,370
Mayor's Office	\$170,727	\$179,474	\$1,632	\$181,106
Fire Department	\$36,003,278	\$38,852,279	(\$440,550)	\$38,411,729
Police Department	\$47,392,891	\$55,828,721	(\$229,016)	\$55,599,705
Public Works Department	\$8,335,471	\$8,786,854	\$93,875	\$8,880,729
Planning Department	\$3,838,883	\$4,299,846	(\$1,134)	\$4,298,712
Code Enforcement	\$2,334,187	\$2,556,682	\$63,020	\$2,619,702
Information Technology	\$5,970,730	\$6,741,145	(\$6,675)	\$6,734,470
Fleet Services	\$3,934,274	\$3,874,262	(\$198,704)	\$3,675,558
Facilities	\$3,657,295	\$3,691,418	(\$172,250)	\$3,519,168
<b>Totals</b>	<b>\$123,615,075</b>	<b>\$138,398,284</b>	<b>(\$827,528)</b>	<b>\$137,570,756</b>





CITY OF  
**TOPEKA**



Department Budget  
Presentations: Planning



## Overview

The mission of the Planning Division is to help create a vibrant city of lasting value by engaging the community through neighborhood revitalization, sustainable land use and infrastructure choices, regional transportation planning, historic preservation, and zoning administration.

## FY24 Accomplishments

- **Completed updates to the Neighborhood Health Map and the Neighborhood Revitalization Plan**
- Completed the Historic Holiday Park Neighborhood Plan
- **Completed Accessory Dwelling Unit text amendment**
- Implemented Short Term Rental enforcement
- **Update the Pedestrian Master Plan**
- Completed the Historic Survey of African American Historic Resources
- Re-surveyed the Potwin Historic District

## Goals for FY25

- Complete another neighborhood plan update as part of the Dreams 1 process.
- **Begin implementing projects associated with the Safe Routes to School Plan and Pedestrian Master Plan**
- Complete additional Missing Middle text amendments to the zoning code
- **Complete the East Topeka Development Plan**
- Develop historic design guidelines for the Potwin Historic District

## Budget Details

<b>Personnel</b>	\$1,180,332
<b>Non - Personnel</b>	\$201,701
<b>TOTAL</b>	<b>\$1,382,033</b>





## Overview

The Development Services division includes Permits, Inspections, and Licensing. It enforces building codes and inspects buildings, structures, and sites for compliance.

## FY24 Accomplishments

- Adoption of 2021 International Residential Code
- Adoption of 2023 National Electrical Code
- **Creation of Development Navigator Role**
- Increased online licensing renewals to 66% of contractors
- **99% of inspections completed as scheduled**

## Goals for FY25

- **Implement bi-annual contractor licensing renewals**
- Adoption of the 2024 Uniform Plumbing Code & 2024 Uniform Mechanical Code
- **Transition to new ERP System to minimize public impact**
- Analyzing and updating licensing and permitting fee structure.
- Creation/adoption of low voltage inspector certification program
- Fully staff all trade boards
- Work to get one staff member certified as Bluebeam instructor

## Budget Details

<b>Personnel</b>	\$1,945,551
<b>Non – Personnel</b>	\$401,781
<b>TOTAL</b>	<b>\$2,347,332</b>





## Overview

The Housing Services division includes housing development, homeless programs and social services. This consists of the following programs: major rehab, emergency repair and accessibility, social service programs, and many more.

## FY24 Accomplishments

- Improve our Continuum of Care (CoC) scores and funding amount
- **Increase care collaboration with Shelter Plus Care**
- Continue to build partnerships to expand the housing market and keep people in their homes
- **Expand Equity Access Shelter (E.A.S.) to include a Housing Navigator to assist with the process**
- Continue to administer the accessibility program so individuals are able to remain independent
- Continue to use the demolition program and repair program to reduce blight

## Goals for FY25

- **Transition EAS to Built for Zero.**
- Target of 115 individuals to keep in their homes through rapid rehousing and homelessness prevention.
- Target of 450 individuals through Shelter Plus Care and HOME deposit assistance.
- **Improve our CoC scores and funding opportunities.**
- Target of 134 Rehabs through Accessibility, Exterior, Emergency, Major Rehab, TOTO and Weatherization Rehab projects.
- Support implementation of the findings of the Homeless Innovation Project.

## Budget Details

<b>Personnel</b>	\$419,619
<b>Contractual</b>	\$30,300
<b>Commodities</b>	\$1,500
<b>Capital Outlay</b>	\$117,929
<b>TOTAL</b>	<b>\$569,348</b>



# If a Reduction of 13% was Applied



## 13% Reduction is \$558,833

- Contractuals & Commodities – 60% of this reduction coming from consultant funding. (\$65,249)
- Reduction of 7 FTEs (\$493,584)

## Service Impact

- Will have negative impacts on our ability to implement Built for Zero.
- Removes ability to take on special project requests due to lack of resources.
- Increased lead times for project plans review resulting in longer times for permits to be issued.
- Potential negative impact on our relationships with contractors and developers.
- Takes away new grant opportunities that require matching funds.
- Setting us back to a reactive not proactive approach to several programs due to lack of staff capacity.





CITY OF  
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Department Budget  
Presentations: Human  
Resources



## Overview

**Mission:** The HR Department embraces the City of Topeka's mission by delivering core administrative services that attract, support, enhance, develop and retain a superior and diverse workforce.

The HR Department oversees services that support the business operations of the COT. We oversee the policies and procedures in the personnel manual, provide data analysis and reporting, maintain personnel records, support recruitment and retention, onboard new employees, support departments in evaluating job performance, support Police and Fire in hiring and as requested, oversee worker's comp, workplace safety, occupational health, CDL training, COT insurance, benefits, health and wellness.

## Goals for FY25

- Target training and development to increase employee retention and increase employee engagement.
- Update position descriptions to clearly identify the scope and complexity of the job
- Review and improve the position requisition process
- Develop a succession plan to retain top performing COT employees and reduce recruitment costs

## Budget Details

<b>Personnel</b>	\$1,209,350
<b>Contractual</b>	\$892,221
<b>Commodities</b>	\$31,800
<b>TOTAL</b>	<b>\$2,133,371</b>





## Service Overview

The Benefits team oversees employee benefit programs, including group health, wellness plans, KPERS/KP&F, EAP services, and employee leaves of absence.

Services include negotiating medical, prescription, dental, and voluntary insurance plans; processing enrollments and changes; providing retirement seminars and individual retirement reviews; and managing the Healthcare Advisory Committee.

## Goals for FY25

- Review the wellness incentive program through 2025 negotiations with unions
- Review Medical and Rx coverage and the clinic services for cost and value through RFP process
- Develop Total Rewards Summary to outline the cost of all employee benefits
- Evaluate all benefit options to determine their importance level to employees

## Budget Details

<b>Personnel</b>	\$250,789
<b>Contractual</b>	\$17,402,771
<b>Commodities</b>	\$3,900
<b>TOTAL</b>	<b>\$17,657,460</b>





## Overview

Human Resources, Risk Management, is responsible for administering, managing and coordinating the City's Risk programs including evaluating and recommending lines of insurance to protect the City's liability. These plans cover general liability, property and equipment breakdown, cyber security, public officials and employment practices, crime, inland marine, and law enforcement liability.

Risk management provides CDL training to COT employees which is a cost savings of approximately \$600,000 over duration of the program. Risk is preparing to provide the training to outside agencies on a fee for service basis.

## Goals for FY25

- Assessment of City-Wide insurance needs to ensure we are adequately covered and not duplicating services.
- Extensive Marketing Effort in partnership with our broker to obtain the best renewal rates.
- Property evaluation of city owned property to determine changes in values following ongoing updates and remodels.

## Budget Details

<b>Property &amp; Vehicle Insurance</b>	\$2,939,841
<b>Total</b>	<b>\$2,941,841</b>





## Overview

The Workers Compensation fund provides accountability for expenditures and revenues for workers compensation claims. The departments are charged a percentage of wages of their employees based on worker's compensation classification codes for specific positions.

The funding also provides the staffing and expenses for the risk management administration that is coordinated in the Human Resources department.

## Goals for FY25

- Reduce lost time and overall claim count by working with departments to review accidents and injuries and evaluate training and other measures to prevent future occurrences.
- Identify and target repetitive work related injuries with a thorough job analysis that will provide insight and recommendations in order to reduce future risks.

## Budget Details

<b>Personnel</b>	\$289,194
<b>Non – Personnel</b>	\$2,145,023
<b>TOTAL</b>	<b>\$2,434,218</b>



# If a Reduction of 13% was Applied



## 13% Reduction is \$277,338

- Including the 3% decrease in the HR budget for 2025 we would be able to handle the following additional reductions without reducing services provided to the COT by the HR Department (\$28,600).
- Eliminate one director position (\$145,000)
- Eliminate TWTW program (\$55,000)
- Reduce employee retention program (e.g., training) (\$21,000)
- Reduce contractual services (temporary employees) (\$18,000)
- Reduce purchased services (e.g., pre-screening, off-site storage, shredding services) (\$10,000)

## Service Impact

- Loss of a leadership position creates a hardship, but is easier to manage being down 1 position rather than 2 or 3 positions.
- TWTW is a time intensive program and being down 1 position will reduce the staff time available to manage the program.
- Reduced training opportunities for COT personnel and the risk of high employee turnover.
- Without temporary employees departments will need to manage duties and prioritize work with the staff available.
- Risk of hiring employees with questionable backgrounds. Protecting confidential information.





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# Department Budget Presentations: Legal



## Overview

Offers legal services to city departments through three divisions: Civil Litigation handles claims and defends city officials; General Government provides legal advice and representation; and Criminal Prosecution deals with violations of City ordinances in Municipal, district, and appellate courts.

## FY24 Accomplishments

- Processed and evaluated over 100 tort claims.
- Developed new 4th Amendment trainings for Department Heads.
- Testified against legislation harmful to the community.
- Expanded domestic violence prosecution program and secured federal grant.

## Goals for FY25

- Continue to build strong relationship with the City' states legislative delegation to ensure the City has a voice in issues effecting local governments
- Create additional city-wide employee trainings on emerging issues

## Budget Details

<b>Personnel</b>	\$1,540,616
<b>Non – Personnel</b>	\$276,848
<b>TOTAL</b>	<b>\$1,817,465</b>





## General Government

- 4 attorneys
- 1 ½ support staff
- Handle all contract reviewing and drafting (approximately 600 a year), union negotiations, general legal questions, legal training for departments including the police academy, ordinance drafting, open record responses, committee and other meetings coverage, identifying municipal law trends, and legislative work

## Civil Litigation

- 2 attorneys; 1 1/2 paralegal
- At any given time are balancing 15 to 25 cases in house on a wide range of issues
- Also responsible for arbitrations and other union grievances
- Review and respond to approximately 150 a year





- The City began prosecution of domestic violence (“DV”) offenses in January of 2023.
- Domestic violence offenses encompasses more than domestic batteries, including the following:
  - Criminal Damage to Property
  - Unlawful Restraint
  - PFA Violations
  - Assault
  - Trespass
  - Theft
- This required the addition of two FTEs: 1 prosecutor & 1 paralegal



## A Community Partnership Effort



20

- City Prosecution partners with the YWCA and the Family Peace Initiative (“FPI”).
- The City provides increased opportunities to victims of DV to connect with YWCA’s services.
- FPI is the City’s referral agency to address the offenders. FPI provides batterer’s intervention and updates to monitor an individual’s success or lack thereof.
- Additionally, Prosecution participates in the Mayor’s Task Against Domestic Violence. Prosecution provided data for the 2024 Newsletter.





- Prosecution's efforts to address DV has been recognized and supported by the DOJ.
- The City was able to leverage the City Council's investment in this initiative to receive a grant of \$488,045 for the DOJ's Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program. This money helps fund programs such as the batterers intervention program which is nationally recognized as being successful at decreasing reoffending



# Statistics from January 2023 – August 13, 2024



Category	Totals
Currently Pending	351
Cases pending on warrant	60
Convictions overall	103
Batterer's Intervention recommendations for convictions	77
Dismissals	35
Referred to the County	33
Declined to prosecute	9
Diversions	24
Batterer's Intervention for diversions	11
PFA violations pending	19
PFA violation convictions	15
PFA violation dismissals	12

- The City also receives police reports to review for charging considerations.
- Currently, there are 204 cases to be reviewed for charging consideration.





“Thanks to the Topeka Municipal Court, the "black hole" that Topeka domestic violence cases were falling into is now closing. The Family Peace Initiative is appreciative of all the efforts the City of Topeka has taken to ensure that proper prosecution is happening in domestic violence cases. We are pleased that victims can seek justice and feel the victim-centered approach of the City’s prosecution office. And, as an agency providing services to those who batter, we are experiencing the increased referral and higher level of accountability of those who batter. Working together, and with the City providing grant funds for those who need but can't afford the services, this accountability includes providing them an opportunity to change.”



# If a Reduction of 13% was Applied (Legal)



## 13% Reduction is \$236,271

- Reduction of 2 FTEs (\$248,000)

## Service Impact

- No longer able to prosecute domestic violence
  - Ripple effects in the community
- Increased response time for public on KORA requests
- Increased response time on contract review and drafting
- Inability to take point on coordinating union negotiations
- Decrease in available time for proactive legal work





CITY OF  
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Department Budget  
Presentations: Finance



## Overview

The Administrative & Financial Services Department encompasses Central Accounting, Budget and Performance Management, Payroll, and Contracts and Procurement. It ensures transparency in City finances and purchases, and reports on the finances of various divisions, including grants.

## FY24 Accomplishments

- The Procurement Division secured a \$15,000 grant for the NLC City Inclusive Entrepreneurship Program and streamlined contract templates for faster legal review.
- Obtained Unmodified Audit Opinion for FY 2023

## Goals for FY25

- Obtain Unmodified Audit Opinion for FY 2024
- Develop more specification templates that City staff can use to be more efficient when building specifications for bids on materials or services

## Budget Details

<b>Personnel</b>	\$2,839,630
<b>Contractual</b>	\$674,793
<b>Commodities</b>	\$17,650
<b>TOTAL</b>	<b>\$3,532,073</b>



# If a Reduction of 13% was Applied (Finance)



## 13% Reduction is \$459,169

- Reduction and/or Consolidation of 5 FTEs (\$380,000)
- Non – Personnel Items was reduced in the first budget supplement (\$71,750) for the 2025 budget

## Service Impact

- Slower response time to processing items including but not limited to:
  - Payroll
  - Vendor Payment Services
  - Bid Awarding
- Challenges in adhering to financial regulations and audits with reduction of staff i.e. lack of internal controls for audit





CITY OF  
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Department Budget  
Presentations:  
Community Engagement



## Overview

Community Engagement connects city departments, partners, and stakeholders, ensuring residents are informed about programs and opportunities. This division fosters an inclusive, participatory, and responsive local government, strengthening neighborhoods.

## FY24 Accomplishments

- SORT Program – Responsible for administering 4 major road projects
- DREAMS Program – Responsible for administering 28 projects across 10 NIA neighborhoods
- DREAMS Housing Program – Responsible for administering 18 projects across 2 neighborhoods
- Fight the Blight Clean Up's – The removal of 15.1 tons of waste in NIA neighborhoods
- Established 19 community partnerships

## Goals for FY25

- Enhance community awareness of government initiatives, policies, and services by increasing outreach and communication efforts.
- Foster interdepartmental collaboration
- Monitor and Measure Community Impact
- Establish and strengthen community partnerships
- Enhance youth engagement

## Budget Details

<b>Personnel</b>	\$365,058
<b>Contractual</b>	\$127,475
<b>Commodities</b>	\$7,750
<b>TOTAL</b>	<b>\$500,283</b>



# If a Reduction of 13% was Applied (CE)



## 13% Reduction is \$65,037

- Reduction of programming and lowered public trust (\$65,037)

## Service Impact

- Reduced neighborhood programming
- Reduced community partnerships
- Decreased community outreach
- Decreased marketing campaigns and online initiatives





CITY OF  
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Department Budget  
Presentations:  
City Manager's Office



## Overview

The City Manager's office implements, administers, and evaluates City programs per Governing Body policies. It serves as a resource for citizens and neighborhood groups. It includes the clerk's office, which manages official records, and the Communications Division, which handles public information, supports engagement, and ensures transparency.

## FY24 Accomplishments

- Anticipated hiring of a new Police Chief
- Implemented CMO Executive Reorganization

## Goals for FY25

- Foster interdepartmental collaboration
- Insure a sustained multi-year budget
- Identify public and private partnership opportunities to leverage development opportunities
- Fostering Innovative Approaches to Government Service Delivery
- Engage with the community through neighborhood organizations and speaking events

## Budget Details

<b>Personnel</b>	\$2,060,072
<b>Non – Personnel</b>	\$469,918
<b>TOTAL</b>	<b>\$2,529,989</b>



# If a Reduction of 13% was Applied (Executive)



## 13% Reduction is \$328,899

- **City Manager (\$173,222)**
  - Elimination of 1 FTE
  - \$25,000 was removed in the first supplement
- **City Clerk (\$53,569)**
  - Elimination of 1 FTE (\$72,000)
- **Communications (\$173,222)**
  - Delay/Reduce Equipment Purchase (\$15,000)
  - Reduce Education/Training (\$3,300)
  - Reduce Fleet Reserve (\$3,400)
  - Reduction in Contractual Services (\$18,000)
  - Elimination of 2 FTEs (\$140,000)

## Service Impact

- Elimination of 1 FTE ; delays the effect of enhanced departmental collaboration
- Assistant City Clerk serves in the absence of the City Clerk and performs all necessary duties related to this title. Serves as the JEDO Board Clerk in odd-numbers years.
- Reducing Equipment purchasing will limit the availability to live-stream all public meetings; less content created to promote new city initiatives, law changes, city improvements
- Reduction of FTEs would cause slower response times to media inquiries and limits availability to capture after-hours events





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Discussion



# CITY OF TOPEKA

City of Topeka Finance Department  
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**To:** Honorable Mayor Michael Padilla & Members of the Topeka City Council  
**From:** Josh McAnarney, Budget Manager  
**Date:** August 21, 2024  
**Re:** Changes from the First Iteration of the 2025 Operating Budget

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Below is a list of changes that have been made since the first iteration of the 2025 Operating Budget:

### **FTE Transfers and Reductions**

1. 1 Senior Executive Assistant was transferred from Public Works to the City Manager's Office (**No Net FTE Change nor Budget Change Overall**)
2. Removed an Engineering Tech Position for 621 – Water (Reduction of \$50,622.24)

### **Budget Reductions from Presented FY 2025 Budget**

1. **Page 39:** Decreased the City Manager's Budget by \$25,000. This reduction was from an overestimation of the cost of the Executive Coach which was inputted in May.
2. **Page 45:** Decreased the Finance Budget by \$71,750. This was a combination of education/travel and reduction of contractual services that was requested in 2024 Budget.
3. **Page 89:** Decreased by \$50,000. The submitted budget overestimated a contract amount by \$50,000.
4. **Page 111 & 112:** Previously, there was a belief that the City would need to subsidize the Special Highway Fund, as noted on Page 111, because the fund was projected to be below the policy limit of 10% of received revenues by the end of 2025. However, as the year has progressed, Finance now projects that this transfer is no longer necessary. Therefore, we are renegeing the \$3,000,000 revenue on Page 111 and the \$3,000,000 transfer expense on Page 112.
5. **Page 114:** Interest Payments were inputted incorrectly for Debt Service. The line item for debt should be moved from \$18,518,733 to \$20,330,266.
6. **Page 133:** Finance is going to make a transfer from the 740 – Economic Development Fund into a “new” fund that will be specifically earmarked for the landbank. Common practice among municipalities is to split the landbank into its own separate, standalone fund. Previously the amount earmarked for the landbank was \$500,000—which was embedded within the Economic Development Fund—finance is simply moving it into a standalone fund for best practice purposes.

### **Verbiage Corrections**

1. **Page 53:** Josh made an error on the comments on the “Changes from the 2024 Budget”. The first three bullets were placeholder and are inaccurate. They did not get removed for the posting of the presented budget.



CITY OF  
**TOPEKA**



Department Budget  
Presentations  
8/20/2024



CITY OF  
**TOPEKA**



Department Budget  
Presentations: Public Works



## Overview

The Public Works department has three main divisions: administration, which maintains, parking, city facilities, and fleet services, engineering, which oversees public street projects, inspects right-of-way work, manages survey data, and handles bridge inspections and maintenance, and street maintenance which maintains streets, signals, lights, signs, forestry, and pavement markings

## Budget Details (General Fund)

<b>Personnel</b>	\$4,530,887
<b>Contractual</b>	\$4,186,491
<b>Commodities</b>	\$156,100
<b>Capital Outlay</b>	\$7,250
<b>TOTAL</b>	<b>\$8,880,728</b>

## FY25 Increases

- Increase in \$600,000 in engineering consultant fees (Without this request the PW would have decreased in FY 2025 vs. FY 2024 Budget for the General Fund)





## Service Overview

The City faces strategic challenges in maintaining its assets, which cost more to repair or replace than the revenue it generates. According to the latest PCI report, the major assets maintained by Public Works include:

- **Bridges (2023):** 101
- **Center Line Miles (2022):** 703.6
  - 2022 PCI = 67.71
- **Miles of Paved Alleys (2022):** 45.24
- **Miles of Curb and Gutter (2019):** 918
- **Signalized Intersections (2022):** 186
- **Miles of Sidewalks (2019):** 655

## Budget Details

<b>Citywide Half-Cent Sales Tax</b>	\$31,122,760
<b>Countywide Half-Cent Sales Tax</b>	\$9,798,500
<b>Federal Funds Exchange</b>	\$2,215,000
<b>Engineering Administration</b>	\$4,246,011
<b>TOTAL</b>	<b>\$47,382,271</b>





## 2024 Projects

- Kansas and Gordon Intersection
- 45<sup>th</sup> and Topeka Turn Lane
- 21<sup>st</sup> to 29<sup>th</sup> on Topeka Boulevard
- NW Goodyear Rd. at US-24 Interchange
- NE River Rd. from Crane St. to Emmett St.
- Tyler Street: Paramore to Beverly
- Bridge Deck Rehabilitation: Burlingame @ 27<sup>th</sup> St.
- Signal Projects:
  - 17<sup>th</sup> and Fairlawn
  - 6<sup>th</sup> and Golden
  - Lane / Washburn @ 10<sup>th</sup>

## 2025 Major Projects

- Fairlawn: 23<sup>rd</sup> to 28<sup>th</sup>
- Butcher Creek Bridge
- 29<sup>th</sup> : Kansas to Adams
- 6<sup>th</sup> : Rice to Golden
- Design of Huntoon St. : Gage to Harrison
- Topeka Boulevard: 15<sup>th</sup> – 21<sup>st</sup>





## Service Overview

The Special Highway fund receives the motor fuel taxes from the State of Kansas and pays for street improvements and staffing to maintain those assets throughout the City.

## FY25 Goals

- Start with implementation of SS4A Grant to include the upgrade of all school flashers and signage to meet the latest industry standards.
- Upgrade street maintenance fleet and other equipment
- Initiate new training program for motor grader and paver

## FY24 Accomplishments

- Reached full staffing capacity for street maintenance
- Introduced into practice applying brine mix for winter weather events
- Filled 36,039 potholes
- Swept 2,771 miles of street
- Maintained (graded) 87,411 linear feet of aggregate alleys
- 5 snow events using 1,393 tons of salt
- 320 lane miles pretreated with salt brine solution

## Budget Details

<b>Personnel</b>	\$4,553,507
<b>Non-Personnel</b>	\$3,720,145
<b>TOTAL</b>	<b>\$8,272,652</b>





## Service Overview

The City Fleet Department manages and maintains the city’s vehicles and equipment, including police cars, fire trucks, and maintenance vehicles. It handles vehicle procurement, regular maintenance, repairs, and fuel management to ensure all assets operate efficiently and safely while optimizing performance and cost-effectiveness.

## FY25 Goals

- Increase enrollment in the City's vehicle and equipment replacement fund
- Relocate fleet light duty to new location
- Maintain fleet readiness above 90%

## FY24 Accomplishments

- Delivered reports on vehicle and equipment asset management
- Achieved nearly full staffing
- Year to date (6/13/24) value of surplus items sold on Govdeals.com was \$82,344

## Budget Details

<b>Personnel</b>	\$2,013,155
<b>Non-Personnel</b>	\$1,662,402
<b>TOTAL</b>	<b>\$3,675,557</b>





## Service Overview

The City Facilities Department manages the maintenance and repair of municipal buildings, offices, and public spaces. It ensures facilities are safe, functional, and well-maintained while handling budgets and coordinating repairs and upgrades.

## FY25 Goals

- Complete TPAC HVAC replacement
- Improve accessibility of City facilities
- New ADA compliant walkway on the East side of TPAC

## FY24 Accomplishments

- Completed City Hall Boiler conversion and TPAC air handling unit and continue to work on HVAC replacement
- Replaced various mechanical features at the Law Enforcement Center and Fire Department Facilities
- Replaced roofs at Fire Stations 4 and 7 and the Water Distribution Building

## Budget Details

<b>Personnel</b>	\$1,093,754
<b>Non-Personnel</b>	\$2,425,412
<b>TOTAL</b>	<b>\$3,519,166</b>



## If a Reduction of 13% was Applied (PW)



9

### 13% Reduction is \$1,154,495

- Eliminate 1/2 Consultant Cost (\$300,000)
- Eliminate 7 FTEs (\$865,000)

### Service Impact

- Eliminating engineering positions increases the reliance on consultants for completing projects and reduce level of service on number of projects managed in house
- Reduction in service level to council and constituents who make requests for traffic control such as signals, stop signs, and RRFB's



# If a Reduction of 13% was Applied (Fleet)



## 13% Reduction is \$477,822

- Eliminate 4 FTEs (\$456,353)
- Would not update diagnostic equipment (\$3,370)
- Reduce training for mechanics on new models of vehicles (\$18,000)

## Service Impact

- Reduce the number of lift inspections
- Not maintain automatic vehicle location technology
- Reduce fleet readiness which increases the vehicle not being ready for an emergency
- Would require outsourcing of some repairs at higher cost



## If a Reduction of 13% was Applied (Facilities)



### 13% Reduction is \$457,491

- Eliminate 2 FTEs (\$127,000)
- Eliminate Service Contracts for generator inspection, pest control, and landscaping (\$91,000)
- Reduction of external contractors for repairs like overhead door, plumbing, electrical, and HVAC, etc. (\$250,000)

### Service Impact

- Delays in Responding to service requests for maintenance
- Inability to perform regular inspections of equipment
- Reduction of preventative maintenance like filter replacement, tightening belts, and preventative cleaning
- Cutting external contractors would result in a delay of repairs for facilities





CITY OF  
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Department Budget  
Presentations: Utilities



## Overview

The Water Utility comprises three main sections: Distribution, Plant Operations & Maintenance, and Customer Service. Water employees ensure compliance with KDHE standards for safe drinking water and serve around 56,000 retail customers across a 70-square-mile area.

FY24 budget: \$52.6M ♦ 7.5% under FY25

## FY25 Increases

- Commodities budget increase of approximately 10% is driven by an increase in materials used for water treatment & distribution, water quality testing and inflation in prices of lab supplies. (\$900,000)
- Debt and Other Payments budgets are linked to existing debt, anticipated debt service revenue bonds, and capital cash transfers (\$1,800,000)

## Budget Details

<b>Personnel</b>	\$11,604,432
<b>Contractual</b>	\$12,816,876
<b>Commodities</b>	\$10,107,490
<b>Capital Outlay</b>	\$400,000
<b>Debt</b>	\$13,592,479
<b>Other Payments</b>	\$8,007,100
<b>TOTAL</b>	<b>\$56,528,377</b>





## Service Overview

Water Services personnel manage all facets of treatment and distribution of 7.8 billion gallons of water annually. The total operation and maintenance cost is \$2,148 per MG of water produced .

## Water Assets

900 miles of water mains	\$1,092,350,000
11 water towers	\$42,100,000
16,656 valves	\$12,650,000
10 pump stations	\$17,383,000
5,244 hydrants	\$20,543,000
57,000 water meters	\$14,899,000
Water Treatment Plant	\$123,876,000
<b>TOTAL VALUE</b>	<b>\$1,323,801,000*</b>

*\*Based on 2019 Assessment*

## FY24' Accomplishments

- 424 water main breaks repaired
- 9,494 LF of water mains replaced
- 102,900 customers assisted
- 1,400 meters exchanged
- 534,633 bills generated
- Zero findings on the 2023 financial audit

▪ 2024 YTD

## FY25 Goals

- Meet or exceed all KDHE requirements for safe, clean drinking water
- Complete ongoing meter exchange program
- Resume preventative maintenance for hydrants & valves
- Increase electronic customer communication
- Begin development of specialized training programs





## 2024 Projects

- Montara Water Tower
- West Plant Basin Rehab
- Water Main Replacement/Rehab Projects
  - SW 12<sup>th</sup> St. from Gage Blvd. to Kansas Ave
  - SW Gage Blvd from SW 10<sup>th</sup> to Huntoon
  - Quincy St from SE 6<sup>th</sup> Ave to SE 8<sup>th</sup> Ave
  - SW 21<sup>st</sup> St from SW Washburn to SW Fillmore
  - SW 21<sup>st</sup> St from SW Tyler St to S Kansas Ave

## 2025 Major Projects

- Water Main Replacement/Rehab Projects
  - SW Randolph from SW 22<sup>nd</sup> St to 24<sup>th</sup> St.
  - SW Moundview
  - SW Stoneybrook
  - SW Boswell
- Water Treatment Plant Rehab Projects
  - West Intake Rehab Construction
  - Chemical Building Rehab
  - East Plant Basin Rehab Design
- Design for Quincy Water Tower Painting
- Complete Meter Exchange Program



# If a Reduction of 13% was Applied (Water)



## 13% Reduction is \$7,348,689

- Staff Reductions (12 FTEs)- \$861,306
- Not Filling Vacancies (15.5 FTEs)- \$1,233,905
- Close City Express Customer Service - \$197,000
- Eliminate Equipment Purchases - \$400,000
- Reduce Overtime Budget - \$351,000
- Eliminate Low Income Assistance Program - \$500,000
- Reduction or Elimination of Capital Programs - \$3,805,478

## Service Impact

- Negative Impact on Level of Service provided to Customers
- Limited in-person Customer Service Option
- Inability to assist Low-Income Residents
- Service Reduction in the Water Main Replacement Capital Improvement Program, extending the replacement cycle out to more than 200 years.





## Overview

The Stormwater Utility is responsible for the operation and maintenance of all facilities related to the collection, treatment and mitigation of stormwater in an approximately 60 square mile area. Additionally, staff also ensure compliance with all state and federal regulations. The total operation and maintenance cost is \$6,634 per mile of stormwater infrastructure.

FY24 budget: \$13.7M ♦ 7.2% over FY23

## Budget Details

<b>Personnel</b>	\$2,453,053
<b>Contractual</b>	\$2,361,487
<b>Commodities</b>	\$258,961
<b>Capital Outlay</b>	\$300,000
<b>Debt</b>	\$2,567,519
<b>Other Payments</b>	\$4,786,200
<b>TOTAL</b>	<b>\$12,727,220</b>

## FY25 Increases

- Debt and Other Payments budgets are linked to existing debt, anticipated debt service revenue bonds, and capital cash transfers (\$379,000)





## Service Overview

The Stormwater system includes inlets, pipes, levees, creeks and rivers and publicly owned or maintained ditches, channels, detention ponds and stormwater quality Best Management Practices (BMP).

## FY25 Goals

- Apply for grants to assist with EFS projects
- Participate in at least four community events
- Conduct four controlled burns

## FY24 Accomplishments

- 4,573 Stormwater Inlets cleaned
- 2,623 LF Storm Sewer pipes cleaned
- 3,716 LF Storm Sewer Main replaced

▪2024 YTD

## Stormwater Assets

16,209 storm inlets	\$91,428,650
4,508 storm manholes	\$25,442,000
423 miles of storm sewer lines	\$274,043,360
179 miles of ditches	\$21,335,600
140 miles of stream & rivers	\$417,185,550
<b>TOTAL VALUE</b>	<b>\$829,435,160*</b>

22 miles earthen levees	\$26,605,000
.78 miles flood wall	\$31,322,800
87 relief wells	\$5,700,200
72 closure/drainage structures	\$4,063,500
8 pump stations	\$24,381,000
<b>TOTAL VALUE</b>	<b>\$92,072,500*</b>

\*Based on 2019 Assessment



# Stormwater Projects



## 2024 Projects

- Stormwater Master Plan
- Shunga Master Plan
- Storm Conveyance Replacement & Rehab Projects
  - Fire Station #8 - 2700 SW Fairlawn
  - SW 17<sup>th</sup> St & SW Westport Dr
  - East Topeka North Stormwater Improvements
  - 23<sup>rd</sup> & Market
  - SW Jewell Ave. from SW 2<sup>nd</sup> to 3<sup>rd</sup>
- Drainage Correction Projects
  - Colly Creek South
  - Colly Creek North
  - 37<sup>th</sup> & California

## 2025 Major Projects

- Fairlawn Rd from SW 22<sup>nd</sup> Park to 28<sup>th</sup> St
- Storm Conveyance Replacement & Rehab Projects
  - NW Reo Stormsewer Replacement
  - NW Elm Row Ave
  - SE 29<sup>th</sup> from Adams to California
- Drainage Correction Projects
  - SE Virginia Court
  - SW 28<sup>th</sup> Terrace



# If a Reduction of 13% was Applied (Stormwater)



## 13% Reduction is \$1,654,539

- Staff Reduction (4 FTE's) - \$301,344
- Not Filling Vacancies (4 FTE's) - \$445,087
- Eliminate Equipment Purchases - \$300,000
- Reduce Overtime Budget- \$25,000
- Eliminate Homeless Abatement - \$150,000
- Reduction or Elimination of Additional Capital Programs - \$934,452

## Service Impact

- Negative Impact on Level of Service provided to Customers
- Increased public health and safety concerns, and negative impact on the overall quality of the community appearance
- 10% Reduction in Storm Conveyance Replacement & Rehabilitation Capital Improvement Program
- Potential consent Orders and fines for non-compliance





## Overview

The Wastewater Utility is responsible for collecting, transporting, treating and disposing of sanitary and industrial wastewater discharged to sewers within the service area and ensuring associated regulatory compliance. Management of the RNG Facility is also tasked to wastewater staff. The total operation and maintenance cost is \$2,451 per MG of wastewater treated.

FY 24 budget \$45.87M ♦ 10.4% over FY25

## FY25 Increases

- Much of the increase in the contractual and commodities budgets for wastewater are a result of shifting of WPC SCADA operations from the Capital Improvement Program to the operations budget and transitioning to a predictive budgeting practice for Shawnee County Wastewater Treatment based on historical costs. Shawnee County expenses are billed back to the County.

## Budget Details

<b>Personnel</b>	\$6,959,796
<b>Contractual</b>	\$11,673,653
<b>Commodities</b>	\$2,539,551
<b>Capital Outlay</b>	\$350,000
<b>Debt</b>	\$11,724,199
<b>Other Payments</b>	\$7,846,110
<b>TOTAL</b>	<b>\$41,111,308</b>





## Service Overview

Wastewater personnel manage all facets of collection and treatment of 5.2 billion gallons of wastewater annually.

## FY25 Goals

- Rehabilitation of the Grant Jefferson & Shunga Pump Stations and Force Mains
- Increase Biosolids Processing
- Increase Land Application
- Maintain compliance with city NPDES Permit Requirements

## FY24 Accomplishments

- Maintained compliance with city NPDES Permit requirements
- 560,220 LF of Sewer Mains cleaned
- 19% fewer calls regarding odor complaint compared to 2023

▪ 2024 YTD



# Wastewater Projects



## 2024 Projects

- Harland Ct. Sewer Realignment
- Wastewater Lining & Replacement
  - Polk-Quincy Quarter Section
- Small Wastewater Pump Stations Rehab
  - S Kansas
  - Shawnee I & II

## 2025 Major Projects

- Grant Jefferson Pump Station & Force Main Rehab
- Shunga Pump Station & Force Main Rehab
- Complete North Topeka Wastewater Treatment Plant Modifications

## Wastewater Assets

In addition to City of Topeka assets, Wastewater personnel provide maintenance for county assets, including an additional 37 sanitary pump stations and operates a third wastewater treatment plant.

828 miles of sanitary sewer line	\$905,965,000
15,962 manholes	\$99,530,000
47 pump stations	\$81,500,000
2 wastewater treatment plants	\$220,000,000
<b>TOTAL ASSETS</b>	<b>\$1,306,995,000*</b>

*\*Based on 2019 Assessment*



# If a Reduction of 13% was Applied (Wastewater)



## 13% Reduction is \$5,344,470

- Staff Reduction (9 FTE's) - \$690,849
- Not Filling Vacancies (9 FTE's) - \$525,436
- Eliminate Equipment Purchases - \$350,000
- Reduce Overtime Budget- \$328,398
- Elimination of Chemical Dosing associated with Odor Control - \$175,000
- Reduction or Elimination of Capital Programs - \$3,454,060

## Service Impact

- Negative Impact on Level of Service provided to Customers
- Elimination of Capital Improvement Programs:
  - Odor Control
  - Wastewater Lining & Replacement
  - Inflow & Infiltration
- Increased odor from wastewater treatment, negatively impacting the quality of life for nearby residents.
- Potential Consent Orders and fines for non-compliance





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Department Budget  
Presentations: Municipal  
Court



## Service Overview

Municipal court is a court of limited jurisdiction that adjudicates traffic infractions and misdemeanor offenses that are alleged to have occurred within the Topeka city limits. Its main mission is to promptly and fairly adjudicate all cases and enforce judgments rendered.

## FY25 Goals

- Relocate Court and Probation operations to original locations
- Fully staff divisions and hire new FTEs approved for the 2024 budget
- Work with Topeka Public School to hold a holiday/back-to-school drive
- Continue to cultivate and grow the Alternative Sentencing Court [partnership with Valeo]

## FY24 Accomplishments

- **Volume:** Average 10,000 active cases per month, adjudicate approximately 1000 cases per month
- **Grant Award:** Secured the DOJ Violence Against Women Grant with city grant writing and prosecution.
- **Property Maintenance:** Issued judgments in 31 cases using the LLC ordinance.
- **Domestic Violence Cases:** 302 cases filed through July 31st.
- **KLS DL Clinics:** Assisted with 3 clinics, with a 4th scheduled for September.

## Budget Details

<b>Personnel</b>	\$1,735,303
<b>Non-Personnel</b>	\$547,320
<b>TOTAL</b>	<b>\$2,296,623</b>



## If a Reduction of 13% was Applied (Court)



27

### Reductions- \$298,561

- Majority of budget personnel so all reductions would go to staffing cuts
- Reduction 5 FTEs (\$299,000)

### Impact

- Higher caseload for probation officers, impact on public safety
- Core services such as case intake and docketing would take longer
- Reduced public hours to ensure core services are completed
- Slower processing of payments to restitution victims
- Overworked clerk's office, high-stress job, more turnover





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Department Budget  
Presentations  
8/20/2024



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Department Budget  
Presentations  
8/13/2024



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# Department Budget Presentations: Police



## Mission Statement

The mission of the Topeka Police Department is to provide a safe community and faithfully serve our citizens with impeccable integrity, enduring professionalism and immeasurable honor.

## FY25 Increases

- Increase in contract with VALEO for Behavioral Health Unit (\$60,000)
- Commodities increased to cover Axon Camera/Taser upgrade (\$105,000)
- Capital Outlay purchases to include 12 Front Line Vehicles, 2 Animal Control Trucks, and 2 Detective Vehicles (\$300,000)
- Personnel Increase is based off the current status of the FOP Contract

## Budget Details

<b>Personnel</b>	\$46,476,688
<b>Contractual</b>	\$5,915,133
<b>Commodities</b>	\$2,328,028
<b>Capital Outlay</b>	\$879,852
<b>TOTAL</b>	<b>\$55,599,702</b>





## Service Overview

Initial response to emergent and non-emergent citizen calls for police service

Securing the scene and beginning the initial assessment as to incident specifics

Requesting the additional resources needed to reach a successful conclusion

## Goals for FY25

- Continue evaluation of best practice for police response
- Assess and evaluate new technology for front line response
- Reduce vacancies thru innovative recruiting efforts

## FY24 Accomplishments

- Upgrade from the Taser 7 to the Taser 10
- Increased Medical Response Capabilities (IFAK/Narcan)

## Budget Details

<b>Personnel</b>	\$21,579,757
<b>Non-Personnel</b>	\$1,003,193
<b>TOTAL</b>	<b>\$22,582,950</b>



# Criminal Investigations (Pages 69 – 72)



## Service Overview

Violent crime investigations

Investigative focus on State of Kansas statutory violations that center on property crime offenses

Specialized investigations involving crime against children, sex offenses and family violence

## Goals for FY25

- Increase investigative abilities through partnership with the Real Time Crime Center
- Meet or exceed the national homicide clearance rate

## FY24 Accomplishments

- Assigned Axon cameras to Detectives
- Exceeded the national homicide clearance rate

## Budget Details

<b>Personnel</b>	\$8,419,722
<b>Non-Personnel</b>	\$110,212
<b>TOTAL</b>	<b>\$8,529,934</b>



# Community Policing (Pages 69 – 72)



## Service Overview

Community policing includes development of community partnerships and engaging in problem solving at a neighborhood level

Houses the Behavioral Health Unit which provides specialized Police Service in partnership with mental health professionals

## Goals for FY25

- Grow our police community relations through transparent participation in various community meetings
- Foster neighborhood pride and cohesiveness
- Strengthen our commitment with our Co-Responder Program partners

## FY24 Accomplishments

- Completed 2024 Spring TPD Citizen's Academy with the 2024 Fall TPD Citizen's Academy beginning August 22nd
- Filled 2<sup>nd</sup> shift Co-Responder position

## Budget Details

<b>Personnel</b>	\$2,782,799
<b>Non-Personnel</b>	\$348,009
<b>TOTAL</b>	<b>\$3,130,808</b>





## Service Overview

Protect public health and welfare by enforcing the International Property Maintenance Code (IMPC). The IMPC regulates housing, unsafe structures, sanitation, unlicensed vehicles, weeds, and graffiti on private property within city limits.

## Goals for FY25

- Continuing the transformation of the culture of Property Maintenance
- Improve the overall quality of structures and premises within Topeka
- Work with partners to enhance community appearance

## FY24 Accomplishments

- Collaborated with Housing Services and EAS Program Coordinator to recommend housing alternatives
- Abated 19 encampments, committed 117 man-hours, and removed 26.29 tons of trash/rubbish

## Budget Details

<b>Personnel</b>	\$1,589,411
<b>Non-Personnel</b>	\$1,030,293
<b>TOTAL</b>	<b>\$2,619,704</b>



# If a Reduction of 13% was Applied (TPD)



## 13% Reduction is \$7,227,961

- Reduction of 47 Sworn FTE's \$4,976,662
- Reduction of 7 Non-Sworn FTE's \$486,289
- Reduction of Overtime Budget \$736,124
- 50% Reduction to Vehicle Budget \$432,436
- 50% Reduction to Training Budget \$57,500
- Suspension of Co-Responder Partnership \$200,000
- Contractual/Commodity Reduction Corresponding to the Reduction of FTE's \$338,950

## Service Impact

- Special Events/Planning
- Mental Health Calls
- Narcotics Investigations
- Community Meetings/Events
- Delays to Response Times
- Sworn Personnel Absorbing Duties of Civilian Staff
- Reduced Training Opportunities for Sworn Personnel
- Negative Impact on an Already Aging Fleet



# If a Reduction of 13% was Applied (PMU)



## 13% Reduction is \$360,062

- 2 Property Maintenance FTE's  
\$134,449
- Reduction of Demolition Budget  
\$140,000
- 50% Reduction to Vehicle Budget  
\$51,817
- 50% Reduction to Training Budget  
\$9,750
- Contractual/Commodity Reduction  
Corresponding to the Reduction of  
FTE's \$4,546

## Service Impact

- Negative Impact on Ability to Address  
Blight in our Community
- Delays in Responding to Violations of  
the Property Maintenance Code





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# Department Budget Presentations: Fire



## Mission Statement

To save lives and protect property by providing excellence and leadership in fire, rescue, emergency medical response, fire prevention and public education.

## FY25 Increases

- Education/Travel increased (\$31,000)
- Maintenance of equipment (\$50,000) & office computer equipment (\$13,000)
- Uniforms (\$70,000) & Protective Gear (\$25,000)
- Repair Parts (\$17,500)

## Budget Details

<b>Personnel</b>	\$33,789,909
<b>Contractual</b>	\$3,558,221
<b>Commodities</b>	\$993,600
<b>Capital Outlay</b>	\$70,000
<b>TOTAL</b>	<b>\$38,411,729</b>





## Service Overview

Fire department operations encompass fire suppression, rescue, medical services, hazardous materials response, aiming to protect life, property, and the environment from emergencies.

## FY25 Goals

- Complete Bluecard IMS training for all company officers
- Reduce average response time for all emergent level calls
- Continuing recruiting and retention to ensure a workforce more reflective of the community as a whole (Camp Courage and Fire Explorer Post)

## FY24 Accomplishments

- Responded to highest number of working structure fires and highest number of calls since 2003
- Conducted officer development program (ODP) for 15 personnel
- Reduction in total number fire related deaths
- Completed installation of new alerting system in all 12 fire stations

## Budget Details

<b>Personnel</b>	\$31,070,450
<b>Non-Personnel</b>	\$2,858,338
<b>TOTAL</b>	<b>\$33,928,788</b>





## Service Overview

**Function:** Conduct cause and origin investigations for all fire types, conducts inspections of multiple types of occupancies on yearly basis, and provides fire safety education to the public.

**Impact:** Helps reduce the overall number of fires in the community.

## FY25 Goals

- Completion of fire safety program in all USD 501 elementary schools
- Meet or exceed the national clearance rate of arson investigations
- Complete inspection of all apartment complexes with interior hallways per IFC.

## FY24 Accomplishments

- New Fire Inspections Software:** Implemented a new system for efficiency
- Fuel Station Inspections:** Took over inspections previously managed by the State Fire Marshal
- Joint Apartment Inspections:** Partnered with Property Maintenance Division for fire inspections of apartment buildings
- Fireworks Stand Inspections:** Successfully completed inspections of all fireworks stands
- New Fire Investigator:** Promoted and enrolled in Topeka Police Department Academy for Law Enforcement Training
- Fire Education:** Completed fire safety education programs in all USD 501 elementary schools

## Budget Details

<b>Personnel</b>	\$1,519,075
<b>Non-Personnel</b>	\$130,219
<b>TOTAL</b>	<b>\$1,649,294</b>





## Service Overview

**Role in Emergency Responses:** Integral part of suppression personnel's responses.

**Advanced Life Support (ALS):** Provides higher-level care, enhancing community health and well-being.

**Basic Life Support (BLS) Training:** Required for all personnel to fulfill first responder capabilities.

## FY25 Goals

- Add additional company to ALS response levels
- Enroll additional personnel in AEMT course

## FY24 Accomplishments

- Completed AEMT training for 7 personnel, and EMT training for 4 new recruits
- Work started with I.T. to build QA/QI database
- Implemented joint QA/QI process with AMR
- 7 personnel trained as American Heart Association ACLS and/or BLS instructors
- Started additional quarterly training for ALS personnel

## Budget Details

<b>Personnel</b>	\$0
<b>Non-Personnel</b>	\$97,750
<b>TOTAL</b>	<b>\$97,750</b>





## Service Overview

Programs that prepare firefighters with essential skills and knowledge for responding to fires and emergencies, including firefighting techniques, safety procedures, and equipment use. The aim is to ensure effective, safe, and efficient emergency responses.

## FY25 Goals

- Provide training required to meet ISO standards and provide education hours to all personnel required to meet EMS continuing education requirements
- Increase hands-on training to TFD personnel (both fire and EMS)

## FY24 Accomplishments

**Hazardous Materials Technicians:** 16 personnel trained and certified.

**New Firefighters:** 15 recruits graduated from the academy.

**Recruit Evaluation:** Established a new method for assessing recruit skill levels.

**New Reporting System:** Implemented and trained all personnel on the Emergency Networking Fire/EMS reporting system.

**Training Hours:** Coordinated delivery of over 60,000 hours of training to department personnel

## Budget Details

<b>Personnel</b>	\$718,375
<b>Non-Personnel</b>	\$263,503
<b>TOTAL</b>	<b>\$981,878</b>



# If a Reduction of 13% was Applied (TFD)



## 13% Service Reduction is \$4,993,524

Uniform Staff Reductions (37 positions)	(\$3,216,976)
Not Filling Vacancies (8)	(\$722,223)
Reduction in Call Back/Overtime	(\$525,000)
New Hire Savings	(\$78,200)
Equipment Purchases	(\$106,500)
Personal Protective Equipment	(\$35,000)
General Purpose Vehicle Replacement	(\$201,430)
Reduction in Training Expenditures	(\$88,700)
Software Licensing Cancellation	(\$20,000)
<b>TOTAL</b>	<b>(\$4,994,029)</b>

## Service Impact

- Closing of three fire companies permanently
- Utilization of specialty personnel (Inspectors, Training Officers, Public Education Officer) for reduction of Callback and Overtime
- Reduction in community engagement activities
- Forgoing of essential equipment and PPE replacement for current personnel





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Department Budget  
Presentations:  
Information Technology



## Mission Statement

Providing reliable, secure, and innovative technology solutions to support the efficient and effective operations of the City government, while prioritizing citizen service and data security.

## FY25 Increases

- Inflationary Costs
- Microsoft 365 Licensing Restructure

## Budget Details

<b>Contractual</b>	\$3,499,645
<b>Personnel</b>	\$3,158,763
<b>Commodities</b>	\$76,060
<b>TOTAL</b>	<b>\$6,734,468</b>





## Service Overview

Business Systems consists of back-end support, data analytics, and web development for applications and systems across the organization.

This service also focuses on the maintenance and development of applications by the IT Department.

## FY25 Goals

- Complete software upgrades and migrations
- Implement new systems for enhanced operational capability
- Improved public/resident portal services

## FY24 Accomplishments

- Migration to the new Microsoft environment for Microsoft applications utilized by city staff in all areas of the City
- Provide better continuity of operations and security
- Design a Disaster Recovery Plan to compliment continuity of operations plan

## Budget Details

<b>Personnel</b>	\$1,517,004
<b>Non-Personnel</b>	\$220,287
<b>TOTAL</b>	<b>\$1,737,291</b>





## Mission Statement

To efficiently and effectively provide geospatial information and applications. These tools, and datasets, should aid city employees and the public in order to enhance city operations, improve decision making and provide enhanced public services.

## FY25 Goals

- Improve and expand city asset and inventory data
- Continue to improve GIS application capability

## FY24 Accomplishments

**Vacant Lot Application:** Provides visibility to departments of all 'vacant' properties within the City

**Landbank Application:** Allows the public to see city owned properties that are for sale

**Road Closure Applications/WAZE Notifications:** Provides road closures to all navigation routing applications. Public facing apps for PQV and general road closures

**Field Applications:** Applications were built for employees who work in the field to enrich the GIS (signs, alleys) while in the field

## Budget Details

<b>Personnel</b>	\$794,357
<b>Non-Personnel</b>	\$619,904
<b>TOTAL</b>	<b>\$1,414,261</b>





## Service Overview

An ERP (Enterprise Resource Planning) system is a software platform that integrates and manages essential business processes like finance, HR, and supply chain, streamlining operations and improving decision-making through centralized data and automated workflows.

## Timeline

- **Selection of Vendor:** Tyler Technologies
- Managed to negotiate approximately \$600k off the cost of the implementation and roughly \$500k off the price of SaaS fees for a total savings of ~\$1.2 million below the original RFP
- Next Steps
  - Assess Current Business Processes
  - Map Data for Conversion
  - Build Chart of Accounts



# If a Reduction of 13% was Applied (IT)



## 13% Service Reduction is \$875,481

- Reduction in Cybersecurity Protection by greater than 50%
- Reduction in Operational Software (See ClickFix, ShareFile, Document Retention, DocuSign, OpenForms, etc.)
- 2 FTE directly impacts customer service by greater than 50%
- Reduction in Professional Service Support which slows response times and time to complete projects
- No IT Help Desk Software
- No Remote Work for City Employees
- No Remote Vendor Access
- Reduction in hardware & maintenance

## Service Impact

- May impact cybersecurity insurance premiums
- Increases risk of cyber attacks to the organization and end user devices
- Increase risk of data loss/theft
- Reduction in customer service
- SCADA and Traffic day to day operational impacts
- Limit end user devices (iPads, Docking Stations, Monitors, etc.)





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# Department Budget Presentations



CITY OF  
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# Budget Overview

## 7/30/2024

# Agenda

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- 3** | Budget Presentation Schedule
- 4** | Budget Sessions
- 5** | Revenue Projections
- 6-7** | Taxing Entities in Topeka
- 8-10** | Expense Projections
- 11-12** | FY 2024 to FY 2025 Expense Increases
- 13-14** | FY 2026 to FY 2027 Financial Forecast
- 15-17** | Future Budget Policy Considerations



# Tentative Budget Presentation Schedule

- **July 30<sup>th</sup>** : Budget Overview
- **August 13<sup>th</sup>** : Police, Fire, IT
- **August 20<sup>th</sup>** : Public Works, Utilities, Municipal Court
- **August 27<sup>th</sup> (Special Meeting)** : Planning, HR, Legal, Finance, Community Engagement
- **September 3<sup>rd</sup>** : Other items as needed
- **September 10<sup>th</sup>** :
  - Public Hearing of RNR Rate
  - Set Mill Levy
  - Budget Hearing
  - Budget Adoption



# Listening Sessions

## What we heard:

- Sell the Hotel
- Enhance the City's traffic division
- Fully fund the Fire Department
- Decrease Police Funding- reduce salaried Law Enforcement
- Increase Social Services/Mental Health/Community Violence Prevention
- Increase Metro Services to other areas
- Equal Access to Economic Development
- Invest in Unsheltered population
- Affordable housing/Use the Housing Trust Fund
- Lower Property Taxes in favor of Sales Tax



# 2025 Revenue Scenarios for Operating Budget

<b>Major Revenue Categories</b>	<b>RNR Rate @ 35.341</b>	<b>Current Rate @ 36.952</b>	<b>+1 Mill Rate @ 37.952</b>	<b>+2 Mill Rate @ 38.952</b>
Sales Tax	\$40,569,000	\$40,569,000	\$40,569,000	\$40,569,000
Property Tax	\$34,292,785	\$36,611,284	\$38,050,281	\$39,489,278
Franchise Fees	\$14,331,161	\$14,331,161	\$14,331,161	\$14,331,161
Other Sources	\$23,807,096	\$23,807,096	\$23,807,096	\$23,807,096
<b>Total Revenues</b>	<b>\$113,000,042</b>	<b>\$115,318,541</b>	<b>\$116,757,538</b>	<b>\$118,196,535</b>

- Max Mill Rate is an increase of 2 mills from current 2024 mill rate
- Difference Between Current Mill Rate vs. RNR = \$2,318,499
- +/- 1 Mill = \$1,438,997



# Taxing Entities in Topeka

Taxing Entities	2021 Mill Rates	2022 Mill Rates	2023 Mill Rates	2023 Percentage
Shawnee County	50.999	49.861	48.653	32.60%
USD 501 Topeka	48.385	46.013	44.54	29.84%
<b>City of Topeka</b>	<b>39.939</b>	<b>38.963</b>	<b>36.952</b>	<b>24.76%</b>
Topeka/SNCO Library	9.706	8.89	8.192	5.49%
Metro Transit Authority	4.2	4.2	4.2	2.81%
Washburn University	3.403	3.451	3.451	2.31%
Metro Topeka Airport Authority	1.93	1.75	1.75	1.17%
State of Kansas	1.50	1.50	1.50	1.01%
<b>Totals</b>	<b>160.062</b>	<b>154.628</b>	<b>149.238</b>	<b>100.00%</b>



# City of Topeka Portion of Tax to Property Owners

Various Mill Rates	\$150,000 Appraised Property	\$200,000 Appraised Property	\$250,000 Appraised Property	\$300,000 Appraised Property
RNR Rate @ 35.341	\$609.63	\$812.84	\$1,016.05	\$1,219.26
Current COT Mill Rate @ 36.952	\$637.42	\$849.90	\$1,062.37	\$1,274.84
+1 Mill Increase @ 37.952	\$654.67	\$872.90	\$1,091.12	\$1,309.34
+2 Mill Increase @ 38.952	\$671.92	\$895.90	\$1,119.87	\$1,343.84
Variance of +/- 1 Mill	\$17.25	\$23.00	\$28.75	\$34.50

- Difference between current mill rate and RNR rate = 1.611 mills



# Projected 2025 General Fund Expenses

Categories	2023 Actuals	2024 Budget	2025 Budget
Police Department	\$42,942,799	\$47,392,888	\$55,599,415
Fire Department	\$32,881,490	\$36,003,280	\$38,411,729
Public Works Department	\$6,790,654	\$8,335,471	\$8,880,728
<b>3 Largest Department Totals</b>	<b>\$82,614,943</b>	<b>\$91,731,639</b>	<b>\$102,891,872</b>
Other General Fund Departments	\$21,685,890	\$23,275,359	\$25,522,615
<b>General Fund Expense Totals</b>	<b>\$104,300,833</b>	<b>\$115,006,998</b>	<b>\$128,414,487</b>



# Scenarios for the General Fund Deficit

<b>Categories</b>	<b>RNR Rate @ 35.341</b>	<b>Current Rate @ 36.952</b>	<b>+1 Mill Rate @ 37.952</b>	<b>+2 Mill Rate @ 38.952</b>
Total Revenues	\$113,000,042	\$115,318,541	\$116,757,538	\$118,196,535
Total Expenses	\$128,414,487	\$128,414,487	\$128,414,487	\$128,414,487
<b>Deficit</b>	<b>(\$15,414,445)</b>	<b>(\$13,095,946)</b>	<b>(\$11,656,949)</b>	<b>(\$10,217,952)</b>

## Utilizing Unassigned Reserves - \$15,374,383\*

- Move 2025 FIRM to Bonding - \$2,300,000 – relieves FY25 Operating Budget
- Move 2024 DREAMS from Cash to Bonding - \$1,500,000
- CIP Change from Bonding to Federal Funds Exchange – 2024 Traffic Signals and 2023 Infill Sidewalks which reduces bonding for FY24 by \$1,400,000
- Bonding Fleet Building - \$3,200,000 (Council Adopted Authority)



# General Fund Reserve Balance Projections

<b>Projected End of Year Fund Balance</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
General Fund Balance	\$ 27,586,643	\$ 22,726,229	\$ 22,686,167
General Fund Revenue*	\$ 115,900,043	\$ 113,631,143	\$ 128,414,487
Percentage	23.80%	20.00%	17.67%
Goal	20%	20%	20%
Policy Minimum	15%	15%	15%

\* Assumes Revenue Neutral mill levy rate and previous slide recommendations

\* No remaining funds in the unassigned reserves



# General Fund Operating Expense Categories

Categories	2024 Budget	2025 Budget	% Total of Expenses	% Total of Revenue
Personnel	\$87,945,650	\$97,382,103	75.83%	86.15%
Contractual	\$21,160,129	\$25,393,701	19.77%	22.46%
Commodities	\$3,419,832	\$4,222,418	3.29%	3.74%
Other Payments	\$1,600,000	\$232,100	0.18%	0.21%
Capital Outlays	\$697,803	\$1,184,166	0.92%	1.05%
Lease Payments	\$183,583	\$0	0.00%	0.00%
<b>Expense Totals</b>	<b>\$115,006,998</b>	<b>\$128,414,487</b>	<b>100%</b>	<b>100%</b>

\*2025 Projected Minimum Revenue Collection = **\$113,040,104**



- **\$13,407,490 increase from FY24 to FY25 Expense Budget**
  - Personnel = **+\$9,443,667**
    - Non-Union +\$1.4m, FOP +\$5.3m, IAFF +\$1.9m , AFT +\$913k, Development Services +\$97k, Health Insurance +\$1.2m, Vacancy Credit - \$1.4m
  - Hotel = **+\$425,000**
  - SNCO Prisoner Fees = **+\$300,000**
  - SAAS Fees (ERP) = **+\$700,000**
  - Vehicle Requests = **+\$486,363**
  - Engineering = **+\$600,000**
- **FTE Count Increased from 1,187 to 1,188**
  - General Fund Decreased from 803.32 to 802.35
  - Non-General Fund increased 383.68 to 385.65



# Forecasting General Fund Projections for FY 2025 – FY 2027

<b>Object Category</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Sales Tax	\$40,569,000	\$40,996,176	\$41,816,099
Property Tax*	\$36,611,284	\$38,456,288	\$40,217,586
Franchise Fees	\$14,331,161	\$15,397,669	\$15,705,622
Other Revenue Sources	\$23,807,096	\$22,974,988	\$23,447,950
<b>Total Revenues</b>	<b><u>\$115,318,541</u></b>	<b><u>\$117,825,122</u></b>	<b><u>\$121,187,258</u></b>
Personnel	\$97,416,430	\$102,299,641	\$108,006,340
Non-Personnel	\$30,998,057	\$32,817,747	\$34,621,387
<b>Total Expenses</b>	<b><u>\$128,414,487</u></b>	<b><u>\$135,117,388</u></b>	<b><u>\$142,627,727</u></b>
<b>Net Deficit</b>	<b><u>(\$13,095,946)</u></b>	<b><u>(\$17,292,266)</u></b>	<b><u>(\$21,440,469)</u></b>

\*Assumes 2024 Mill Rate (36.952) and 4.5% Valuation Increase for FY26 and FY27



# Quantifying Reductions

	2025	2026	2027
Total Revenues*	\$115,318,541	\$117,825,122	\$121,187,258
Total Expenses	\$128,414,487	\$135,117,388	\$142,627,727
<b>Deficit</b>	<b>(\$13,095,946)</b>	<b>(\$17,292,266)</b>	<b>(\$21,440,469)</b>

**Utilizing one-time funds in 2025, causes the need for budget reductions in 2026 and 2027**

- **2026:**
  - No reductions Police, Fire, PW, Non-Dept.: **76.12%** decrease to Planning, Finance, CM, Code Enforcement, Municipal Court, HR, City Attorney, City Council/Mayor's Office
  - Decreasing all departments across the General Fund: **12.80%** from projected 2026 budget
- **2027:**
  - No reductions Police, Fire, PW, Non-Dept.: **89.54%** decrease to Planning, Finance, CM, Code Enforcement, Municipal Court, HR, City Attorney, City Council/Mayor's Office
  - Decreasing all departments across the General Fund: **15.03%** from projected 2027 budget

\*Assumes 2024 Mill Rate (36.952)



- **Half-Cent Public Safety Tax\***: A public safety sales tax is a tax added to purchases within a jurisdiction, with the revenue used for funding law enforcement, fire services, and emergency response. **Council approval to set election for public vote.**
- **Half-Cent General Use Tax\***: A general fund sales tax for city government is a tax on purchases within the city, with the revenue used to fund various municipal services and operations. **Council approval to set election for public vote.**
- **Fees Schedule**: Departments such as City Clerk, Planning, City Attorney, Fire, Engineering, etc. to see if we need to apply a CPI increase.
- These policy considerations will be vetted with the Governing Body over the course of 2025 for potential implementation in 2026



# Implementing Proposed Sales Tax Initiatives

Categories	2025	2026	2027
Total Revenues*	\$115,318,541	\$117,825,122	\$121,187,258
Total Expenses	\$128,414,487	\$135,117,388	\$142,627,727
<b>Current Projected Deficit</b>	<b>(\$13,095,946)</b>	<b>(\$17,292,266)</b>	<b>(\$21,440,469)</b>
Proposed Public Safety Tax Revenue**	+\$19,000,000	+\$19,000,000	+\$19,000,000
Proposed General Use Sales Tax Revenue***	+\$19,000,000	+\$19,000,000	+\$19,000,000
Possible Revenues	<b>\$153,318,541</b>	<b>\$155,825,122</b>	<b>\$159,187,258</b>
<b>Potential Projected Surplus</b>	<b>\$24,944,116</b>	<b>\$20,707,734</b>	<b>\$16,559,531</b>

\*Assumes Current Mill Rate (36.952)

\*\* Public Safety Sales Tax to ONLY be used on Public Safety Expenditures

\*\*\*General Use Sales Tax to be used for any General Fund Expenditures



# Mill Levy Scenarios FY 2025 Budget

Categories	RNR Mill Rate @ 35.341	Current Mill Rate @ 36.952	+1 Mill Rate @ 37.952	+2 Mill Rate @ 38.952
Revenues	\$113,000,042	\$115,318,541	\$116,757,538	\$118,196,535
Expenses	\$128,414,487	\$128,414,487	\$128,414,487	\$128,414,487
Net Deficit	<b>(\$15,414,445)</b>	<b>(\$13,095,946)</b>	<b>(\$11,656,949)</b>	<b>(\$10,217,952)</b>
Use of Unassigned Reserve	\$15,374,383	\$13,095,946	\$11,656,949	\$10,217,952
FY25 Ending Fund Balance	<b>\$22,686,167</b>	<b>\$25,004,666</b>	<b>\$25,682,897</b>	<b>\$25,682,897</b>
Percentage	17.67%	19.47%	20.00%	20.00%
Amount Remaining in Unassigned Reserves	\$0	\$0	\$763,901	\$2,202,898



# Proposed Recommendation for FY 2025 Budget

<b>Categories</b>	<b>+1 Mill Rate @ 37.952</b>
Total Revenues	\$116,757,538
Total Expenses	\$128,414,487
Net Deficit	<b>(\$11,656,949)</b>
Use of Unassigned Reserve	\$11,656,949
FY25 Ending Reserve Fund Balance	<b>\$25,682,897</b>
Percentage	20.00%
Amount Remaining in Unassigned Reserves	\$763,901

- Maintains a 20% Reserve Target @ \$25,682,897
- Allows Use of Unassigned Reserves \$763,901



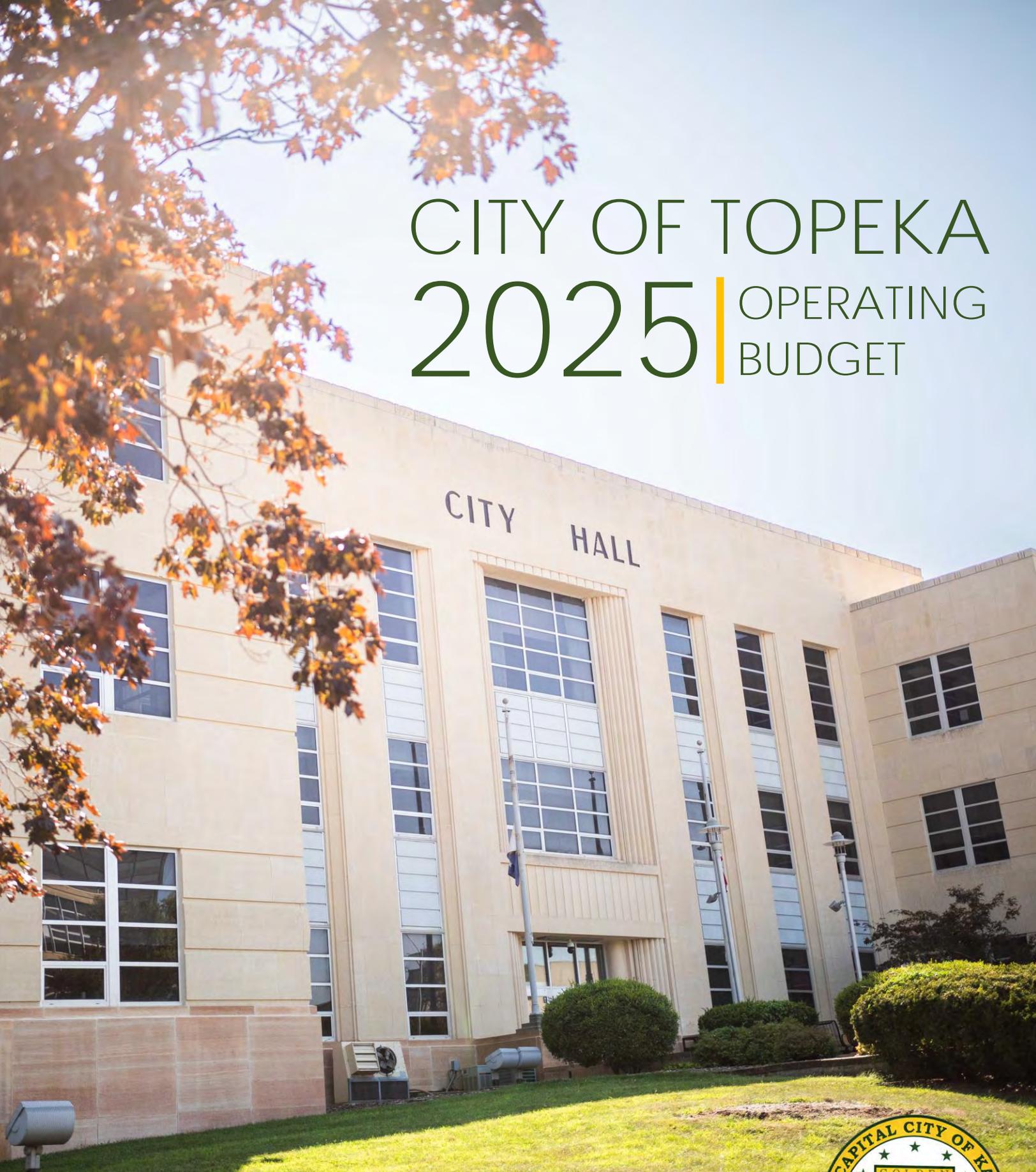


CITY OF  
**TOPEKA**



Questions?

# CITY OF TOPEKA 2025 | OPERATING BUDGET





GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Topeka  
Kansas**

For the Fiscal Year Beginning

**January 01, 2024**

*Christopher P. Morill*

Executive Director

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# INTRODUCTION

# GOVERNING BODY

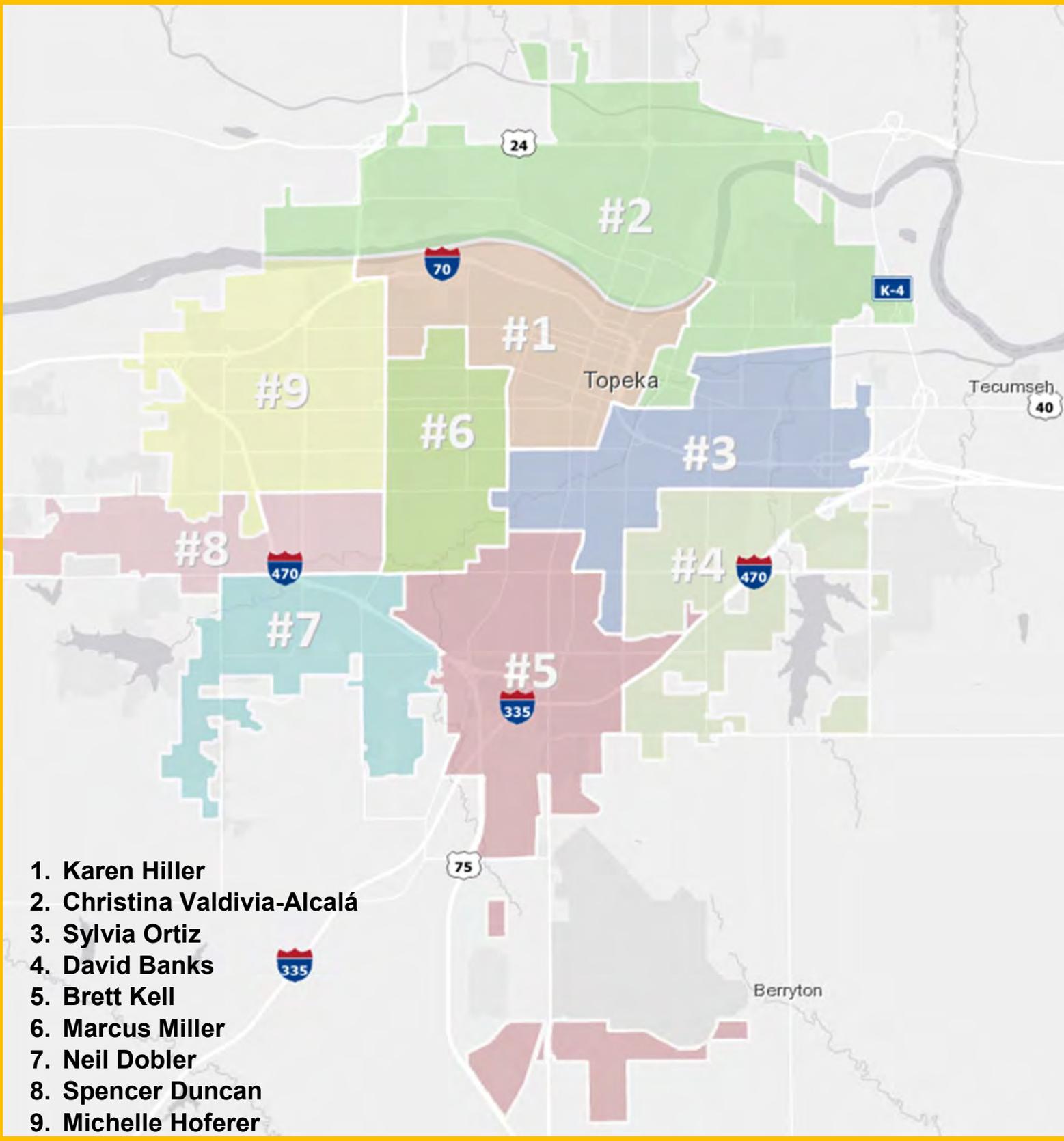


Since 2005, the City of Topeka has operated under a Council-Manager form of government. This system of local government combines the strong political leadership of elected officials with the managerial experience of a professional local government manager.

The City is governed by a ten-member Governing Body, including a directly elected Mayor and a nine-member City Council elected by district. Governing Body members serve 4-year staggered terms. A City Manager, appointed by the Governing Body, is responsible for the implementation of the Governing Body's policy and the day-to-day operations of the City.

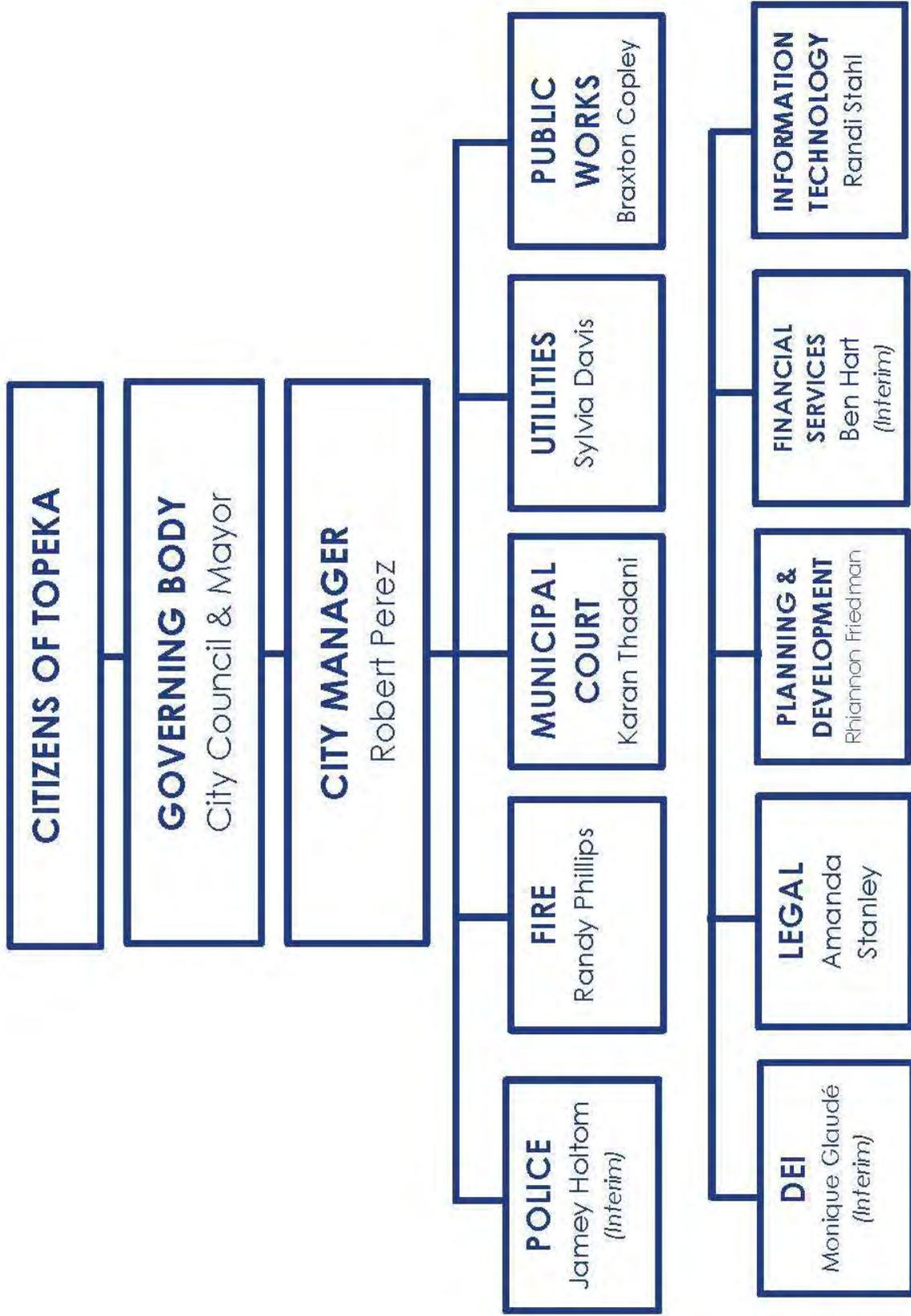
The Governing Body conducts the business of the City by voting on ordinances, resolutions, applications, major plans, zoning petitions, receiving reports, and other items. The Governing Body elects a Deputy Mayor every year, who presides over Council meetings in the absence of the Mayor, makes committee assignments, and chairs various Council committees.

# GOVERNING BODY



- 1. Karen Hiller
- 2. Christina Valdivia-Alcalá
- 3. Sylvia Ortiz
- 4. David Banks
- 5. Brett Kell
- 6. Marcus Miller
- 7. Neil Dobler
- 8. Spencer Duncan
- 9. Michelle Hoferer

# CITY OF TOPEKA ORGANIZATIONAL CHART



# CITY MANAGER'S LETTER

Honorable Mayor Michael Padilla  
Members of the Topeka City Council  
215 SE 7 Street Topeka, Kansas 66603

Dear Mayor Padilla and City Councilmembers,

I am pleased to present the Fiscal Year 2025 (FY25) Budget for your Governing Body Review. The budget is structurally balanced for FY2025. In the last year and during this budgeting process, we have observed our revenues stabilize compared to budget unlike in previous years where revenues came in greater than budget. Additionally, the City's personnel costs have grown from the last budget cycle. Due to these factors, the City is going to use one-time reserves to cover an initial deficit of \$15m. I am confident in the ability of this budget to meet the current needs of the citizens of Topeka for FY25; however, the City will need policy changes in place for FY26 & FY27 because those one-time reserves will be depleted.

## Budget Issues Facing the Governing Body

### Policy Issues

The initial deficit of the budget if the City used the Revenue Neutral Mill Rate (RNR) would be roughly \$15m. In order to not be in a deficit, the City is recommending the following approvals for this year's budget cycle:

- Increase mill levy by 1 mill from 36.952 to 37.952 mills—which would generate an additional \$1.4 million for the General Fund operations
- Move the Facilities Improvement Repair and Maintenance Program (FIRM) back to being funded by general obligation bonds as opposed to cash. In order to alleviate the operating budget, the City would recommend moving to bonds which would reduce the operating budget by \$2,300,000. **Note:** This budget presents FIRM already being moved out of the operating budget.
- The City currently has \$13.8 million in Unassigned Reserve Fund—in which \$2m of that is encumbered. It is recommended used the remaining \$11.8m to supplement the General Fund.
- Additionally, the City would recommend amending CIP projects to bonding or other revenue sources to free up General Fund operating funds to create this balanced budget. These projects would be:
  - 2024 Traffic Signals move from bonding to Federal Funds Exchange (\$800,000)
  - 2023 Infill Sidewalks move from bonding to Federal Funds Exchange (\$600,000)
  - Move 2024 DREAMS from cash funded to GO bonding (\$1,500,000)—if approved, \$1,500,000 cash would be transferred to the unassigned reserve fund
  - Amend the Fleet Building Project from cash funding to GO Bond funding (\$3,200,000)
- Assume a \$3.1 million vacancy credit. This is an increase from the \$1.7 million credit used in FY24. The purpose of the vacancy credit is to lower the overall budgetary expense so that the tax burden on citizens is more accurate to what the City will actually experience rather than if we budgeted for all positions and no vacancy credits. As of July 22, 2024, the City has 131 vacant positions. Within the General Fund alone, there are 81 vacant positions. At approximately the same time last year, there were 79 vacant positions in the General Fund. Filling the City's vacant positions continues to be a priority of every department. We are fortunate to have City staff that are willing to step into other roles and do things outside of their job description to provide needed service, but to continue to move forward as an organization, we will do all that we can to fill these positions.

# CITY MANAGER'S LETTER

If these recommendations were accepted the City would be just above its 20% target fund balance at the end of FY25, and still have about \$760,000 in the unassigned reserve fund to help with future one-time projects or be used to spend down in the following budget cycle.

## **Economic Factors**

The City's overall assessed value has increased by 4.5% from the prior year assessment rate conducted by Shawnee County. This increase in valuation could allow the City an additional \$2.3 million in revenue if the current mill rate remains the same at 36.952, compared to the RNR rate of 35.341. Collections in sales tax have stabilized in 2024 compared to 2023; for the first four months of this year, collections totaled \$12,645,044, whereas they were \$11,806,088 in the first four months of last year. The city expects conservative sales tax growth in 2025 compared to previous years.

However, while expenses have increased and revenues are not as favorable as previously predicted, the City is seeking ways to cut costs, enhance efficiency, and reduce expenditures wherever possible. I have asked departments to review their fee schedules and ensure they align with market standards for the area.

Although the increase in property valuations has boosted potential revenue, expenses have also risen. At the time of this letter, the City is negotiating with four unions. The rising costs of inflation are driving up expenses for contractual items and commodities purchased by the City. Employee healthcare costs are projected to increase by 14.5% over 2024. These increases have led to an approximate \$13.4 million rise in expenses for the FY25 budget from the previously approved FY24 budget.

To alleviate the burden of property taxes, the City of Topeka will continue the Property Tax Rebate Program (\$300,000), which began in 2024 to assist qualifying residents with property tax relief. This budget proposes moving the program from in-house administration to the CRC to streamline the process for citizens, who currently navigate between the CRC for Utility Rebates and the City for Property Tax relief. Moving this program to the CRC will enhance efficiency for both citizens and staff in the process.

## **Regulatory and Legislative Changes**

The City continues to operate under K.S.A. 70-2088 which requires the Governing Body to hold a public hearing in September if it is to increase property tax beyond the Revenue Neutral Rate (RNR). The Revenue Neutral Rate is the tax rate that would generate the same amount of tax revenue as the previous year. As previously mentioned, this budget assumes the Governing Body will approve increasing the tax levy above the Revenue Neutral Rate. During this legislative session, there were a number of other bills that have the potential to impact the budget that were not signed into law. We expect continued discussion of these bills in future sessions.

## **General Fund**

The General Fund is the City of Topeka's primary operating fund. It finances a number of departments such as City Council, Mayor, Police, Fire, Executive, Public Works, and various others. The General Fund receives the largest portion of the mill levy to support various services throughout the City. It represents approximately one-third of the citywide budget with total planned expenditures of \$128m, an increase of 10.2% from the FY24 budget of \$115m. It is driven by increases in the following:

- Union and Non-Union Increases in Wages (+\$9.4 million)
- Hotel Topeka operating costs (+\$425,000)
- SNCO Inmate Fees (+\$300,000)
- SAAS Fees for the ERP (+\$700,000)
- Vehicle Requests (+\$486,363)
- Engineering (+\$600,000)

# CITY MANAGER'S LETTER

The largest portion of the General Fund is personnel costs at 76% of the total budget. Personnel costs increased by about \$9.4 million or 10.8%. The personnel budget includes the information contained in each finalized union contract along with assumptions regarding any contract in active negotiations. Also included is a 2% pool available as a Cost of Living Adjustment for non-union employees as well as a 3% merit pool for performance. The remaining 24% of non-personnel expenses increased by about \$3.8 million or a 14.5% increase from FY24. As mentioned before, this includes adjustments for increases in inflationary costs.

For FY25, increase in the General Fund is made possible by the utilizing one-time funds in the Unassigned Reserve Fund, a 1 mill increase, and moving a number of cash funded projects to bonding or other funding sources. Previous budgets have accounted for substantial increases in franchise fees and sales tax. The trends staff sees, do not support this continued model and suggest that sales tax will be moderately flat compared to 2024 at this point, with only a 2% increase.

## **Utility Funds**

The combined Utilities funds comprised of Water, Stormwater, and Wastewater reflect the approved rate increases passed in early 2023. The Utilities funds' budgets continue to work towards a 150-year replacement cycle, while spending down cash reserves to levels discussed during rate discussions. Through all budget discussions, the Utilities funds balance the need for improving infrastructure without putting an undue burden on consumers. In 2024, it was determined that the General Fund would give a \$2 million discount to the Utilities funds annual Payment in Lieu of Taxes (PILOT). Each year, the General Fund PILOT fee for the Utilities funds is \$7.5 million. With the change going forward, the PILOT fee will be \$5.5 million. In addition to the PILOT reduction, the 2024 operating budget keeps the City Internal Service Fund fees flat (except for Information Technology charges which increased by 18%) or lower than FY24 for the Utilities funds.

## **Internal Service Funds**

Internal Service Funds, including Information Technology, Fleet, and Facilities, are funded through fees to City departments. Facilities charges have increased significantly in order to account for building utility costs such as electricity and water. This move will allow for centralized billing that assists the Facilities department in making decisions that will help save money in the long-term.

## **Half-Cent Sales Tax Fund**

The City levies a half-cent sales tax for street, curb, gutter, and sidewalk replacement. The FY25 Budget reflects the approved 2025-2034 Capital Improvement Plan (CIP). The Street Maintenance and Project Management services continue to work through changes in project costs and delays to spend available funds on improving City streets. This budget cycle there is \$15m of half-cent sales tax funds dedicated to streets.

## **Risk Funds**

The Risk Management, Health, and Insurance Funds are routinely evaluated to ensure that they reflect current expectations. Property insurance increased 5% from FY24, and health insurance costs increased 14.5% citywide. The City made the decision to self-insure vehicle claims in 2024 which has resulted in a new fund specifically dedicated to vehicle claims.

## **Other Funds**

Other funds, including the Special Liability Fund, and Grant funds continue to fund specific citywide activities. These funds continue to receive steady revenue with expenditure adjustments in accordance with inflationary pressures.

# CITY MANAGER'S LETTER

## Future Budget Policy Considerations for FY 2026 & FY 2027

The City is spending down reserves to fill the operating budget deficit for FY25 this is a one-time use to where the option will not be available for FY26 and FY27. In lieu of sustainable service reductions, the City will ask the Governing Body to consider the following in future budget cycles:

- **Half-Cent Public Safety Tax:** A public safety sales tax is a tax added to purchases within a jurisdiction, with the revenue used for funding law enforcement, fire services, and emergency response. Council approval to set election for public vote.
- **Half-Cent General Use Tax:** A general fund sales tax for city government is a tax on purchases within the city, with the revenue used to fund various municipal services and operations. Council approval to set election for public vote.
- **Fee Schedules:** Departments such as City Clerk, Planning, City Attorney, Fire, Engineering, etc. to see if we need to apply a CPI increase

Each of the Half-Cent Sales Tax initiatives could generate around \$19m to where the City can be financially sound for the upcoming years as well as make greater investment in Governing Body initiatives if both sales taxes were approved. The City will evaluate future revenue enhancements and strategic expense reductions to balance future budget years.

## Conclusion

Decreased revenue growth, rising crucial expenditure categories, inflation, and deferred capital maintenance continue to present challenges to the Budget and the City's long-term financial health. City management remains committed to addressing these challenges and supporting the Governing Body in implementing sustainable long-term solutions.

Respectfully submitted,

Dr. Robert Perez

City Manager



# FY25 BUDGET PUBLIC MEETINGS CALENDAR

## JULY

M	T	W	R	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	<b>30</b>	31				

NOTE: The July 2<sup>nd</sup> meeting is the revenue neutral rate hearing

## AUGUST

M	T	W	R	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	<b>13</b>	14	15	16	17	18
19	<b>20</b>	21	22	23	24	25
26	<b>27</b>	28	29	30	31	

## SEPTEMBER

M	T	W	R	F	S	S
						1
2	<b>3</b>	4	5	6	7	8
9	<b>10*</b>	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

\*Anticipated budget approval date

 FISCAL YEAR 2025 OPERATING BUDGET CALENDAR

## May

- 1st - Budget Kickoff

## June

- 7th - Department budgets due
- Mid-June - Receive property value estimate
- 28th - Finalization of Department budget proposals

## July

- 9th - Revenue Neutral Rate (RNR) hearing date set
- 30th - Budget presented to City Council

## August

- 13th and 20th - Budget presented to City Council

## September

- 3rd - Budget presented to City Council
- 10th - Budget public hearing and adoption



# FINANCIAL SUMMARY



# FINANCIAL SUMMARY

## Expenditures Glossary

The purpose of this section is to describe the major expenditure types for all funds. These major expenditures are divided into **six categories**: Capital Outlay, Commodities, Contractual, Debt, Other Payments, Personnel.

---

**Capital Outlay:** Capital Outlay expenditures include payments that are made for land, building improvements, furniture, motor vehicles, computer software, tools, and equipment.

**Commodities:** Commodities include materials for asphalt, rock, sand, salt, insecticide, fuel, chemicals, and office supplies.

**Contractual:** Contractual costs are expenditures related to the operations of the City. They include items such as property insurance premiums, utility costs, printing services, rent, and maintenance services.

**Debt:** Debt expenditures include the costs of principal and interest for all current outstanding debt and any debt obligations refinanced during the fiscal year.

**Other Payments:** Other Payments include expenditures for debt service payments and operating transfers. The types of expenditures in this category consist of transfers between funds and debt payments that are paid by the Utilities, Parking, and Debt Service funds.

**Personnel:** Personnel costs are expenditures related to employee compensation, including employee benefit costs such as the City's contribution for retirement, social security, and health insurance.

# FINANCIAL SUMMARY

## Revenues Glossary

The purpose of this section is to describe the major revenues of the City. The major revenue sources fall into nine categories: Fees for Service, Franchise Fees, Intergovernmental Revenue, Licenses & Permits, Miscellaneous, Municipal Court, PILOTs, Special Assessments, and Taxes.

---

**Fees for Service:** Fees for Service revenues are those collected in return for a service provided by the City such as water, stormwater, wastewater, and parking.

**Franchise Fees:** Franchise Fees are revenue generated from agreements between the City and local utilities for the use of rights-of-ways. These agreements result in 5-6% of the utility's revenue due to the City.

**Intergovernmental Revenue:** Intergovernmental Revenue is revenue collected by the City that comes from other government agencies such as the State of Kansas and Shawnee County.

**Licenses & Permits:** Licenses and Permits are revenues related to various permitting and licensing services available in the City Clerk and Development Services divisions. These include business licenses and development permits.

**Miscellaneous:** Miscellaneous revenue is all other revenues collected by the City that is not otherwise assigned to a category in this list.

**Municipal Court:** Municipal Court revenue are those fines and fee assessed and collected by the City's judicial system.

**PILOTs:** Payments in Lieu of Taxes (PILOTs) are payments made to the City by various organizations or agencies based on agreements. In these agreements, the City may have granted tax abatements, and PILOTs are a portion of the taxes that may be due to the City.

**Special Assessments:** Special Assessment revenue are the taxes levied against property owners inside an approved improvement district that provide for the construction of certain public projects such as water and sewer lines or streets.

**Taxes:** Tax revenues include ad valorem (property) tax, sales taxes, and motor vehicle tax. Property tax is derived from tax levied on real property, personal property, and state assessed utilities. The City receives three sales taxes, two for direct operations and one for countywide purposes.

# CITYWIDE FUND DETAILS

## Citywide Funds: Detailed Four Year Summary

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> <b>Revenues</b>	<b>\$388,264,315</b>	<b>\$399,062,097</b>	<b>\$341,778,743</b>	<b>\$360,397,435</b>
Fees For Service	\$120,006,743	\$127,915,345	\$141,521,706	\$149,979,065
Sales Tax	\$76,459,883	\$79,429,067	\$83,782,188	\$82,526,552
Ad Valorem Tax	\$53,648,920	\$56,495,487	\$57,210,430	\$61,467,350
Miscellaneous	\$72,227,424	\$45,770,321	\$2,112,480	\$16,609,965
Franchise Fees	\$16,115,074	\$15,263,008	\$17,718,766	\$14,365,512
PILOTS	\$8,010,562	\$8,027,067	\$5,983,664	\$6,040,664
Intergovernmental Revenue	\$23,912,966	\$32,368,539	\$14,549,517	\$6,009,470
Investments from Interest	\$1,817,929	\$16,815,079	\$2,176,500	\$5,808,000
Motor Vehicle	\$5,233,266	\$5,555,993	\$5,211,111	\$5,151,821
Special Assessments	\$4,089,593	\$4,225,091	\$4,203,568	\$4,219,253
Transient Guest Tax	\$2,839,597	\$3,283,923	\$3,798,675	\$4,156,276
Licenses & Permits	\$1,729,354	\$1,820,289	\$1,376,988	\$1,869,257
Fines	\$1,575,380	\$1,518,206	\$1,570,000	\$1,590,000
Municipal Court	\$597,623	\$574,681	\$563,150	\$604,250
<input type="checkbox"/> <b>Expenses</b>	<b>(\$360,199,804)</b>	<b>(\$365,458,594)</b>	<b>(\$390,518,161)</b>	<b>(\$400,307,118)</b>
Capital Outlay	(\$5,613,360)	(\$10,113,331)	(\$3,255,599)	(\$3,259,466)
Commodities	(\$14,127,364)	(\$17,161,878)	(\$18,735,284)	(\$19,321,342)
Other Payments	(\$51,411,629)	(\$52,282,724)	(\$60,148,000)	(\$43,635,411)
Debt	(\$49,179,255)	(\$28,045,485)	(\$43,853,581)	(\$47,023,533)
Personnel	(\$101,168,028)	(\$109,784,930)	(\$122,112,203)	(\$134,488,487)
Contractual	(\$138,700,168)	(\$148,070,246)	(\$142,413,493)	(\$152,578,879)
<b>Total</b>	<b>\$28,064,511</b>	<b>\$33,603,502</b>	<b>(\$48,739,418)</b>	<b>(\$39,909,684)</b>

# CITYWIDE FUND DETAILS

## Expenditure Summary for Citywide Funds

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	(\$105,785,099)	(\$116,007,107)	(\$115,006,998)	(\$128,414,487)
102 - Unassigned Reserve Fund				(\$15,374,383)
110 - Capital Assets	\$0	\$0		
216 - Downtown Bus Improv Dist	(\$215,312)	(\$194,957)	(\$338,608)	(\$203,011)
217 - Topeka Tourism Bid	(\$398,833)	(\$369,397)	(\$402,861)	(\$379,247)
218 - Noto Business Improve District		(\$5,006)	(\$15,000)	(\$15,000)
220 - Tif (Tx Increm Fin) College HI	(\$406,896)	(\$2,200)	(\$250,000)	(\$251,000)
227 - Court Technology Fund	(\$40,816)	(\$44,013)	(\$243,000)	(\$70,000)
228 - Special Alcohol Program	(\$659,892)	(\$567,661)	(\$720,534)	(\$746,025)
229 - Alcohol & Drug Safety	(\$103,797)	(\$115,786)	(\$69,354)	(\$5,743)
231 - Parkland Acquisitions	(\$11,393)	(\$17,886)		
232 - Law Enforcement	(\$444,611)	(\$463,750)	(\$1,527,500)	(\$551,477)
236 - Special Liability	(\$719,792)	(\$1,015,460)	(\$3,429,504)	(\$1,536,190)
271 - Transient Guest Tax	(\$2,029,030)	(\$2,347,597)	(\$2,965,043)	(\$2,018,469)
272 - Tgt - Sunflower Soccer	(\$282,044)	(\$283,313)	(\$548,697)	(\$294,254)
273 - Transient Guest Tax (New)	(\$331,762)	(\$468,903)	(\$379,205)	(\$482,970)
274 - .50% Sales Tax (State To Jedo)	(\$11,332,164)	(\$11,608,064)	(\$14,397,909)	(\$11,956,306)
275 - 0.5% Sales Tax (Jedo Proj)	(\$6,481,591)	(\$7,356,405)	(\$15,244,820)	(\$9,798,500)
276 - Federal Funds Exchange	(\$2,855,342)	(\$499,400)	(\$3,750,000)	(\$2,215,000)
286 - Retirement Reserve	(\$1,582,707)	(\$1,492,940)	(\$4,304,166)	(\$1,127,170)
287 - K P & F Rate Equalization	(\$141,116)	\$0		
288 - Neighborhood Revit Fund	(\$241,931)			
289 - Historic Asset Tourism			(\$16,781)	(\$12,930)
290 - .50% Sales Tax Fund	(\$247,740)			\$0
291 - Special Street Repair	(\$5,182,332)	(\$6,165,267)	(\$8,208,806)	(\$8,273,652)
292 - Sales Tax Street Maint	(\$8,986,051)	(\$17,440,245)	(\$32,660,128)	(\$31,122,760)
294 - Cid - Holliday Square	(\$132,454)	(\$121,348)	(\$138,758)	(\$124,989)
295 - Cid - 12Th & Wanamaker	(\$345,335)	(\$294,834)	(\$358,311)	(\$306,628)
296 - Cid - Cyrus Hotel	(\$99,186)	(\$125,884)	(\$103,376)	(\$130,919)
297 - Cid - Se 29Th	(\$85,187)	(\$92,283)	(\$88,621)	(\$95,513)
298 - Wheatfield Fund	(\$306,593)	(\$354,724)	(\$318,314)	(\$368,913)
299 - City Donations And Gifts				(\$999,800)
301 - Debt Service	(\$37,675,794)	(\$20,558,785)	(\$21,288,611)	(\$18,743,733)
400 - Economic Development	(\$291,297)	(\$326,720)	(\$302,829)	(\$343,056)

# CITYWIDE FUND DETAILS

## Expenditure Summary for Citywide Funds

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
401 - Sherwood Cid	(\$159,589)	(\$323,961)	(\$166,161)	(\$190,623)
402 - Tif - Sherwood Crossing	(\$50,700)	(\$119,021)	(\$100,000)	(\$150,000)
403 - Tif - Wheatfield	(\$794,424)	(\$302,896)	(\$500,000)	(\$500,000)
404 - Cid - Downtown Ramada Inn	(\$115,702)	(\$56,373)		(\$59,191)
406 - Cid - South Topeka		(\$91)		
407 - Eastgate #4 Rhid				(\$50,000)
499 - Economic Dev - Clearing Fund	(\$878)	(\$31,000)		
500 - Metro Trans Authority	(\$5,536,121)	(\$5,983,690)	(\$6,289,534)	(\$6,658,710)
601 - Public Parking	(\$3,376,896)	(\$2,841,272)	(\$3,079,418)	(\$3,464,334)
613 - Information Technology	(\$4,639,802)	(\$5,295,593)	(\$5,970,730)	(\$6,734,468)
614 - Fleet Management	(\$2,212,264)	(\$2,431,674)	(\$3,934,274)	(\$3,675,557)
615 - Facilities Operations	(\$4,458,695)	(\$3,052,773)	(\$3,657,295)	(\$3,519,166)
621 - Water Utility	(\$45,240,555)	(\$43,987,480)	(\$52,593,962)	(\$56,528,377)
623 - Stormwater Utility	(\$10,587,615)	(\$10,884,107)	(\$13,708,172)	(\$12,727,220)
625 - Wastewater Fund	(\$40,010,261)	(\$41,847,637)	(\$45,867,083)	(\$41,111,308)
640 - Property & Vehicle Insurance	(\$2,153,715)	(\$2,724,191)	(\$2,809,643)	(\$2,939,841)
641 - Workers Comp Self Ins	(\$1,356,252)	(\$2,106,426)	(\$2,348,789)	(\$2,434,218)
642 - Group Health Insurance	(\$13,667,625)	(\$15,070,873)	(\$16,174,142)	(\$17,657,460)
643 - Risk Management Reserve			(\$2,000)	(\$2,000)
644 - Unemployment Comp	(\$27,888)	(\$21,993)	(\$81,442)	(\$81,442)
700 - Hud Grants	(\$5,611,045)	(\$5,897,957)	(\$4,583,630)	(\$3,887,505)
710 - Other Grants	(\$1,046,289)	(\$1,195,522)	(\$1,045,567)	(\$1,072,672)
720 - Public Health Emergency Response	(\$10,387,187)	(\$15,735,578)		
730 - Opioid Settlement Fund	(\$2,200)	(\$6,600)	(\$28,585)	(\$362,546)
740 - Economic Development Fund		(\$500,000)	(\$500,000)	(\$538,355)

# CITYWIDE FUND DETAILS

## Expenditure Summary: Total Citywide Funds by Category

Object Category	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
Contractual	(\$138,700,168)	(\$148,070,246)	(\$142,413,493)	(\$152,578,879)
Personnel	(\$101,168,028)	(\$109,784,930)	(\$122,112,203)	(\$134,488,487)
Debt	(\$49,179,255)	(\$28,045,485)	(\$43,853,581)	(\$47,023,533)
Other Payments	(\$51,411,629)	(\$52,282,724)	(\$60,148,000)	(\$43,635,411)
Commodities	(\$14,127,364)	(\$17,161,878)	(\$18,735,284)	(\$19,321,342)
Capital Outlay	(\$5,613,360)	(\$10,113,331)	(\$3,255,599)	(\$3,259,466)
<b>Total</b>	<b>(\$360,199,804)</b>	<b>(\$365,458,594)</b>	<b>(\$390,518,161)</b>	<b>(\$400,307,118)</b>

# CITYWIDE FUND DETAILS

## Revenue Summary for Citywide Funds

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	\$105,633,153	\$115,900,043	\$113,631,143	\$128,414,487
102 - Unassigned Reserve Fund		\$11,706,274		\$0
216 - Downtown Bus Improv Dist	\$183,098	\$178,715	\$204,361	\$184,920
217 - Topeka Tourism Bid	\$400,680	\$369,551	\$416,707	\$384,333
218 - Noto Business Improve District		\$12,650	\$15,000	\$15,000
220 - Tif (Tx Increm Fin) College HI	\$406,896	\$2,165	\$250,000	\$251,000
227 - Court Technology Fund	\$27,907	\$26,332	\$25,000	\$25,000
228 - Special Alcohol Program	\$688,856	\$723,737	\$720,534	\$746,025
229 - Alcohol & Drug Safety	\$27,581	\$16,936	\$25,000	\$22,000
231 - Parkland Acquisitions	\$16,046	\$13,149		
232 - Law Enforcement	\$532,216	\$375,587	\$163,850	\$189,000
236 - Special Liability	\$920,369	\$1,153,167	\$1,015,862	\$1,059,376
271 - Transient Guest Tax	\$2,029,030	\$2,347,597	\$2,716,457	\$2,972,974
272 - Tgt - Sunflower Soccer	\$414,462	\$478,031	\$551,913	\$602,920
273 - Transient Guest Tax (New)	\$396,105	\$458,296	\$530,304	\$580,381
274 - .50% Sales Tax (State To Jedo)	\$11,332,164	\$11,608,064	\$11,397,909	\$11,956,306
275 - 0.5% Sales Tax (Jedo Proj)	\$7,231,770	\$8,237,529	\$7,408,641	\$7,760,018
276 - Federal Funds Exchange	\$1,633,664	\$1,730,053	\$1,500,000	\$1,600,000
286 - Retirement Reserve	\$1,834,747	\$2,195,924	\$1,920,000	\$1,930,000
287 - K P & F Rate Equalization	\$30,935	(\$0)		
291 - Special Street Repair	\$5,516,254	\$5,698,242	\$5,224,260	\$8,204,250
292 - Sales Tax Street Maint	\$18,817,864	\$21,053,623	\$21,442,018	\$20,511,907
294 - Cid - Holliday Square	\$131,437	\$121,015	\$136,694	\$124,645
295 - Cid - 12Th & Wanamaker	\$346,261	\$293,643	\$360,112	\$305,388
296 - Cid - Cyrus Hotel	\$99,899	\$125,311	\$103,895	\$130,324
297 - Cid - Se 29Th	\$85,640	\$91,830	\$89,066	\$95,044
298 - Wheatfield Fund	\$307,609	\$353,787	\$319,914	\$367,939
299 - City Donations And Gifts	\$498,192	\$249,800		
301 - Debt Service	\$38,862,493	\$22,377,973	\$20,067,773	\$20,682,399
400 - Economic Development	\$292,655	\$325,585	\$304,361	\$341,864

# CITYWIDE FUND DETAILS

## Revenue Summary for Citywide Funds

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
401 - Sherwood Cid	\$166,480	\$182,499	\$173,140	\$191,623
402 - Tif - Sherwood Crossing	\$51,735	\$117,986	\$100,000	\$150,000
403 - Tif - Wheatfield	\$523,953	\$573,367	\$500,000	\$500,000
404 - Cid - Downtown Ramada Inn	\$77,682	\$55,709		\$58,494
407 - Eastgate #4 Rhid				\$50,000
499 - Economic Dev - Clearing Fund	\$5,000	\$81,500		
500 - Metro Trans Authority	\$5,536,121	\$5,983,690	\$6,289,534	\$6,658,710
501 - Payroll Clearing	(\$1,589)	(\$1,383)		
561 - Law Enforcement Trust	\$4,082	\$41,526		
601 - Public Parking	\$2,519,410	\$3,190,720	\$2,332,320	\$2,461,570
613 - Information Technology	\$4,114,169	\$4,134,913	\$6,005,081	\$7,039,278
614 - Fleet Management	\$2,034,721	\$2,554,209	\$2,817,180	\$3,039,000
615 - Facilities Operations	\$3,645,790	\$1,440,838	\$3,753,679	\$3,520,000
621 - Water Utility	\$45,790,293	\$55,462,390	\$51,551,802	\$55,145,100
623 - Stormwater Utility	\$10,207,830	\$11,950,661	\$10,857,900	\$11,307,000
625 - Wastewater Fund	\$35,341,768	\$39,931,521	\$39,094,550	\$41,708,225
640 - Property & Vehicle Insurance	\$2,524,821	\$2,790,030	\$2,727,445	\$3,000,000
641 - Workers Comp Self Ins	\$2,574,965	\$3,628,868	\$3,196,224	\$3,146,224
642 - Group Health Insurance	\$12,085,703	\$13,363,020	\$16,174,143	\$16,146,000
643 - Risk Management Reserve	\$3,059	\$22,883	\$10,000	\$0
644 - Unemployment Comp	\$74,731	\$101,209	\$81,565	\$81,565
700 - Hud Grants	\$6,408,589	\$5,980,804	\$4,343,092	(\$4,350,000)
710 - Other Grants	\$1,516,877	\$1,211,248	\$1,230,313	\$1,087,145
720 - Public Health Emergency Response	\$8,364,669	\$16,745,806		
730 - Opioid Settlement Fund	\$30,785	\$369,146		\$0
740 - Economic Development Fund	\$1,038,355	\$500,000		\$0

# SCHEDULE OF FUND BALANCES

Fund Search	2022 Balance	2023 Balance	2024 Projected	2025 Projected
101 - General Fund	\$26,413,585	\$24,102,084	\$22,726,229	\$22,726,230
102 - Unassigned Reserve Fund		\$15,374,383	\$15,374,383	\$0
110 - Capital Assets		\$848,584	\$848,584	\$848,584
216 - Downtown Bus Improv Dist	\$115,606	\$99,364	(\$34,883)	(\$52,974)
217 - Topeka Tourism Bid	\$4,153	\$4,307	\$18,153	\$23,239
218 - Noto Business Improve District		\$7,644	\$7,644	\$7,644
220 - Tif (Tx Increm Fin) College HI		(\$35)	(\$35)	(\$35)
227 - Court Technology Fund	\$258,004	\$240,324	\$22,323	(\$22,677)
228 - Special Alcohol Program	\$47,986	\$204,062	\$204,062	\$204,062
229 - Alcohol & Drug Safety	\$106,321	\$7,470	(\$36,883)	(\$20,626)
231 - Parkland Acquisitions	\$2,646	(\$2,091)	(\$2,091)	(\$2,091)
232 - Law Enforcement	\$1,759,823	\$1,671,660	\$308,010	(\$54,467)
236 - Special Liability	\$3,095,125	\$3,244,561	\$830,918	\$354,104
271 - Transient Guest Tax	\$52,114	\$52,114	(\$196,472)	\$758,033
272 - Tgt - Sunflower Soccer	\$336,772	\$531,490	\$534,706	\$843,372
273 - Transient Guest Tax (New)	\$76,672	\$66,064	\$217,164	\$314,575
274 - .50% Sales Tax (State To Jedo)		\$968,720	(\$2,031,280)	(\$2,031,280)
275 - 0.5% Sales Tax (Jedo Proj)	\$12,211,568	\$13,092,692	\$5,256,513	\$3,218,031
276 - Federal Funds Exchange	\$2,169,764	\$3,400,417	\$1,150,417	\$535,417
286 - Retirement Reserve	\$3,661,858	\$4,404,731	\$2,020,565	\$2,823,395
287 - K P & F Rate Equalization	\$0			
289 - Historic Asset Tourism	\$29,711	\$29,711	\$12,930	\$0
290 - .50% Sales Tax Fund				\$0
291 - Special Street Repair	\$4,042,978	\$3,589,181	\$604,635	\$535,234
292 - Sales Tax Street Maint	\$33,322,579	\$35,422,592	\$24,204,482	\$13,593,629
294 - Cid - Holliday Square	\$704	\$7,786	\$5,722	\$5,378
295 - Cid - 12Th & Wanamaker	\$4,013	\$27,888	\$29,689	\$28,450
296 - Cid - Cyrus Hotel	\$983		\$519	(\$76)
297 - Cid - Se 29Th	\$748		\$445	(\$24)
298 - Wheatfield Fund	\$2,180		\$1,600	\$625
299 - City Donations And Gifts	\$750,000	\$999,800	\$999,800	\$0
301 - Debt Service	\$13,496,490	\$15,301,137	\$14,080,298	\$16,018,964
400 - Economic Development	\$2,623		\$1,532	\$341

# SCHEDULE OF FUND BALANCES

Fund Search ▲	2022 Balance	2023 Balance	2024 Projected	2025 Projected
401 - Sherwood Cid	\$31,289		\$6,978	\$7,979
402 - Tif - Sherwood Crossing	\$1,035	\$0	\$0	\$0
403 - Tif - Wheatfield	\$270,471	(\$0)	(\$0)	(\$0)
404 - Cid - Downtown Ramada Inn	\$812	\$4,442	\$4,442	\$3,745
406 - Cid - South Topeka		(\$91)	(\$91)	(\$91)
407 - Eastgate #4 Rhid				\$0
499 - Economic Dev - Clearing Fund	\$4,122			
500 - Metro Trans Authority		\$0	\$0	\$0
501 - Payroll Clearing	(\$2,585)			
561 - Law Enforcement Trust	\$4,463			
601 - Public Parking	\$4,656,989	\$4,798,094	\$4,050,997	\$3,048,233
613 - Information Technology	\$555,103	(\$439,115)	(\$404,764)	(\$99,954)
614 - Fleet Management	(\$795,776)	\$2,166,230	\$1,049,136	\$412,578
615 - Facilities Operations	(\$1,999,663)	(\$918,159)	(\$821,775)	(\$820,941)
621 - Water Utility	\$63,161,410	\$70,630,964	\$69,588,804	\$68,205,526
623 - Stormwater Utility	\$28,586,871	\$29,292,591	\$26,442,319	\$25,022,100
625 - Wastewater Fund	\$102,828,457	\$99,759,346	\$92,986,813	\$93,583,730
640 - Property & Vehicle Insurance	\$1,061,272	\$1,127,111	\$1,044,913	\$1,105,072
641 - Workers Comp Self Ins	\$8,375,965	\$10,136,724	\$10,984,159	\$11,696,165
642 - Group Health Insurance	\$5,451,331	\$3,995,373	\$3,995,373	\$2,483,914
643 - Risk Management Reserve	\$398,881	\$421,764	\$429,764	\$427,764
644 - Unemployment Comp	\$349,505	\$428,721	\$428,844	\$428,967
700 - Hud Grants	\$170,394		(\$240,538)	(\$8,478,043)
710 - Other Grants	\$12,821		\$184,746	\$199,218
720 - Public Health Emergency Response	\$775,307	\$1,066,415	\$1,066,415	\$1,066,415
730 - Opioid Settlement Fund	\$28,585	\$391,131	\$362,546	(\$0)
740 - Economic Development Fund	\$1,038,355	\$1,038,355	\$538,355	(\$0)

# GENERAL FUND DEPARTMENTS

## Expenditure Summary for General Fund Departments

Department Name	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
Police Department	(\$38,330,239)	(\$42,942,799)	(\$47,392,888)	(\$55,599,702)
Fire Department	(\$31,020,024)	(\$32,881,490)	(\$36,003,280)	(\$38,411,729)
Public Works	(\$7,113,162)	(\$6,790,654)	(\$8,335,471)	(\$8,880,728)
Planning Department	(\$2,681,102)	(\$2,749,575)	(\$3,838,884)	(\$4,298,712)
Misc. Non - Departmental	(\$10,310,127)	(\$5,032,312)	(\$4,083,688)	(\$3,876,900)
Financial Services	(\$5,535,036)	(\$14,764,499)	(\$3,142,881)	(\$3,532,073)
City Manager	(\$1,468,120)	(\$1,784,926)	(\$2,443,303)	(\$3,365,703)
Neighborhood Relations/Code Enforcement	(\$2,240,644)	(\$2,374,631)	(\$2,484,187)	(\$2,769,704)
Municipal Court	(\$1,417,841)	(\$1,700,440)	(\$2,097,035)	(\$2,296,623)
Human Resources	(\$1,429,061)	(\$1,546,103)	(\$2,158,261)	(\$2,133,371)
City Attorney	(\$1,033,533)	(\$1,403,471)	(\$1,743,962)	(\$1,817,465)
Park And Recreation Pass-Through	(\$688,856)	(\$723,737)	(\$720,534)	(\$746,025)
City Council	(\$375,177)	(\$363,489)	(\$391,897)	(\$504,645)
Mayor's Office	(\$143,425)	(\$148,087)	(\$170,727)	(\$181,105)
Topeka Zoological Park	(\$1,998,752)	(\$800,894)	(\$0)	\$0
<b>Total</b>	<b>(\$105,785,099)</b>	<b>(\$116,007,107)</b>	<b>(\$115,006,998)</b>	<b>(\$128,414,487)</b>

# TAX REVENUE BREAKDOWN

## Tax Revenue

The purpose of this section is to breakdown the tax revenue the City of Topeka receives. The City receives four main types of tax revenue: Ad Valorem Tax, Sales Tax, Motor Vehicle Tax, and Transient Guest Tax.

**Ad Valorem (Property Taxes):** The Ad Valorem Tax is one of the largest single revenue streams available to Kansas cities. These revenues are derived from taxes levied on real property, personal property, and state assessed utilities. The Shawnee County Appraiser assigns values to real and personal properties, while the State of Kansas assigns values to state assessed utilities. The City maintains three taxing funds: the General Fund, Debt Service Fund, and Special Liability Fund.

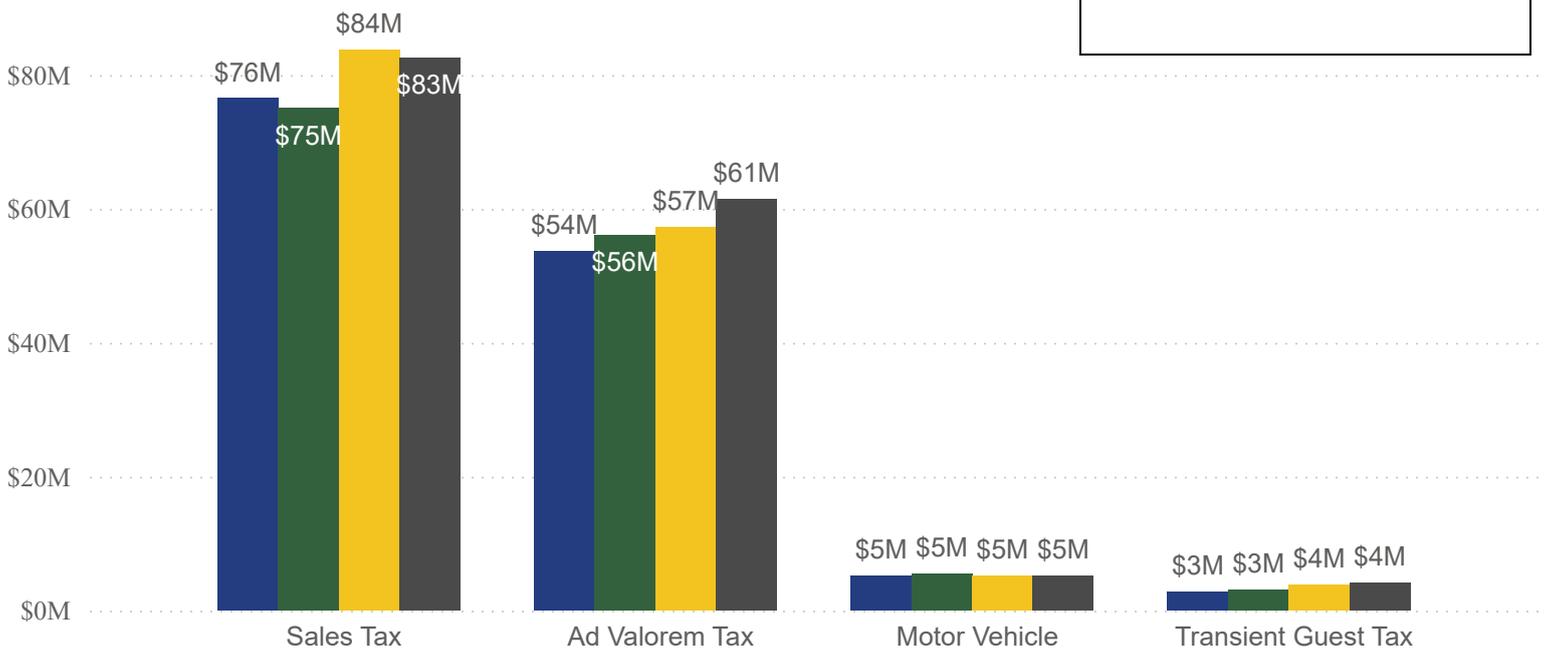
**Sales Tax:** The City of Topeka receives three sales taxes - two for direct operations and one for countywide purposes. In addition to those, the City also manages sales tax for the payment of debt service and pay-as-you-go community improvement districts. The two sales taxes that are utilized for operations are a 1 cent sales tax for the General Fund and a 1/2 cent sales tax utilized for existing street maintenance.

**Motor Vehicles:** The State of Kansas collects taxes when an applicant applies for title on a motor vehicle, trailer, all-terrain vehicle, boat, or outboard motor (unit), regardless of the purchase date. Revenue projections are received from the County.

**Transient Guest Tax:** The Transient Guest Tax (TGT) is charged on hotel nights within the city. The City Council sets the tax rate. The TGT is closely tied to the same factors as sales tax and is sensitive to the broader economy.

### Tax Summary

● 2022 Actuals ● 2023 Budget ● 2024 Budget ● 2025 Budget



**Note:** Chart includes the General Fund (101), Special Liability (236), Transient Guest Taxes (271-273), and Debt Service (301)



# PROPERTY TAX BREAKDOWN

## Property Tax Revenue

Property tax is one of the largest revenue sources for the City. The State of Kansas uses mills to levy property tax. One mill is one dollar per \$1,000 dollars of assessed value. Residential properties pay 11.5% of their value in property taxes. Multiple entities in Shawnee County levy and collect property tax. The below chart illustrates all the entities that levy property tax and their mill rate in 2024.

Entity	2021 Mill Rates	2022 Mill Rates	2023 Mill Rates
Shawnee County	50.999	49.861	48.653
USD 501 TOPEKA	48.385	46.013	44.540
City of Topeka	39.939	38.963	36.952
Topeka SNCO Library	9.706	8.890	8.192
METRO TRANSIT AUTHORITY	4.200	4.200	4.200
Washburn University	3.403	3.451	3.451
METRO TOPEKA AIRPORT AUTHORITY	1.930	1.750	1.750
State of Kansas	1.500	1.500	1.500
<b>Total</b>	<b>160.062</b>	<b>154.628</b>	<b>149.238</b>

# USER FEE BREAKDOWN

## User Fee Revenue

User fees are typically determined with the assistance of rate studies. Rate studies look at the financing needs of the particular utility, the rate base, changes in the number of users, and other factors to determine the rate level necessary to support a particular revenue stream. Customers that are city residents pay a lower rate than those outside the city limits.

**Water Utility:** Water division staff produce estimated revenues based upon approved rates, the number of users, and predicted usage. The City Council establishes the City’s water rates and approved a 8.5% rate increase for 2024.

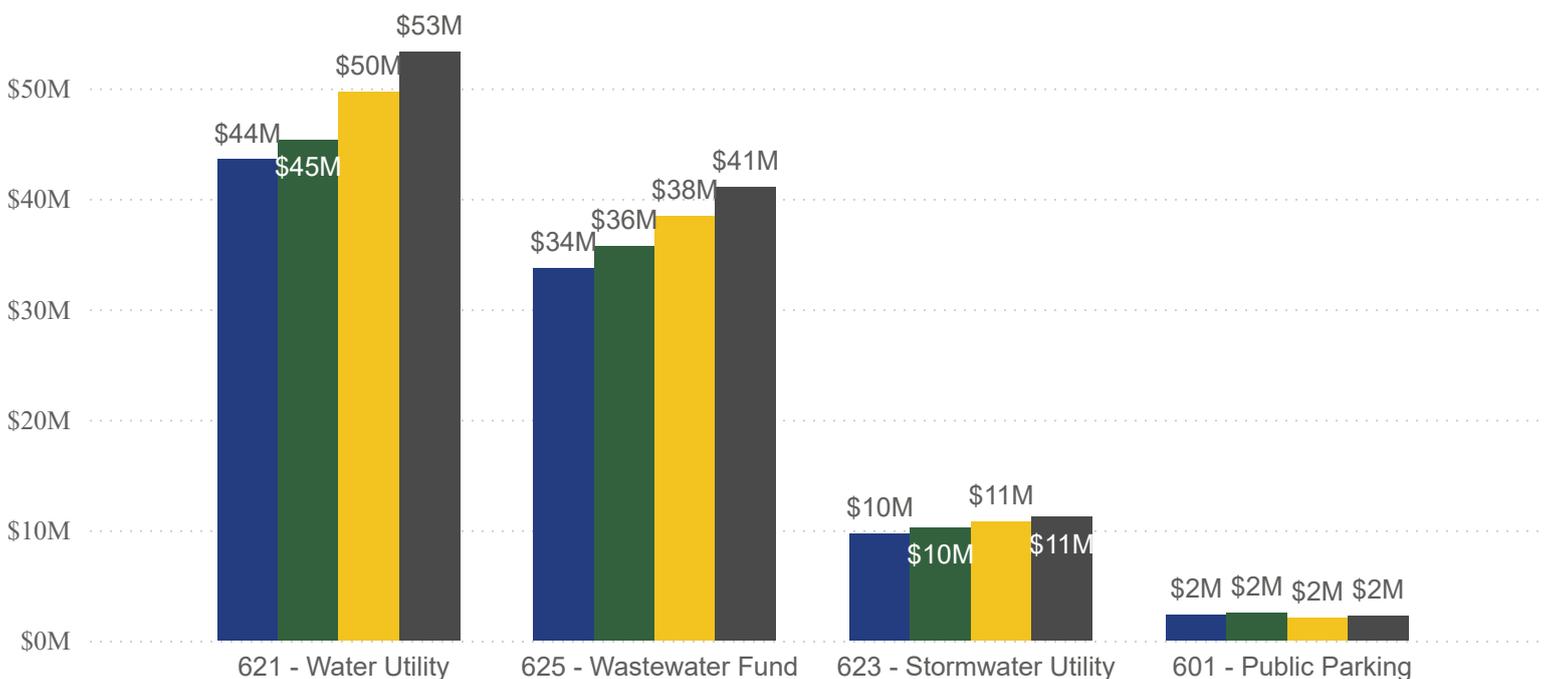
**Wastewater Fund:** Water Pollution Control division staff produce estimated rates based upon approved rates, the number of users, and predicted usage. The City Council establishes the City’s wastewater rates and approved a 7.5% rate increase for 2024.

**Stormwater Utility:** Water Pollution Control division staff produce estimated rates for the Stormwater Utility based upon approved rates, the number of users, and estimated impervious surface. The City Council establishes the City’s stormwater rates and approved a 6.5% rate increase for 2024. This fee is only charged to inside city residents.

**Public Parking:** The City of Topeka owns eight parking garages. Garage stalls are either leased or funded by hourly fees. This revenue is founded on expert-based estimation from an evaluation of trends, current pricing, spaces available, and contracts/agreements.

## User Fee Summary

● 2022 Actuals ● 2023 Budget ● 2024 Budget ● 2025 Budget



# FRANCHISE FEE BREAKDOWN

## Franchise Fee Revenue

Franchise Fees are revenue generated from agreements between the City and local utilities for the use of rights-of-ways. These agreements result in 5-6% of the utility's revenue due to the City.

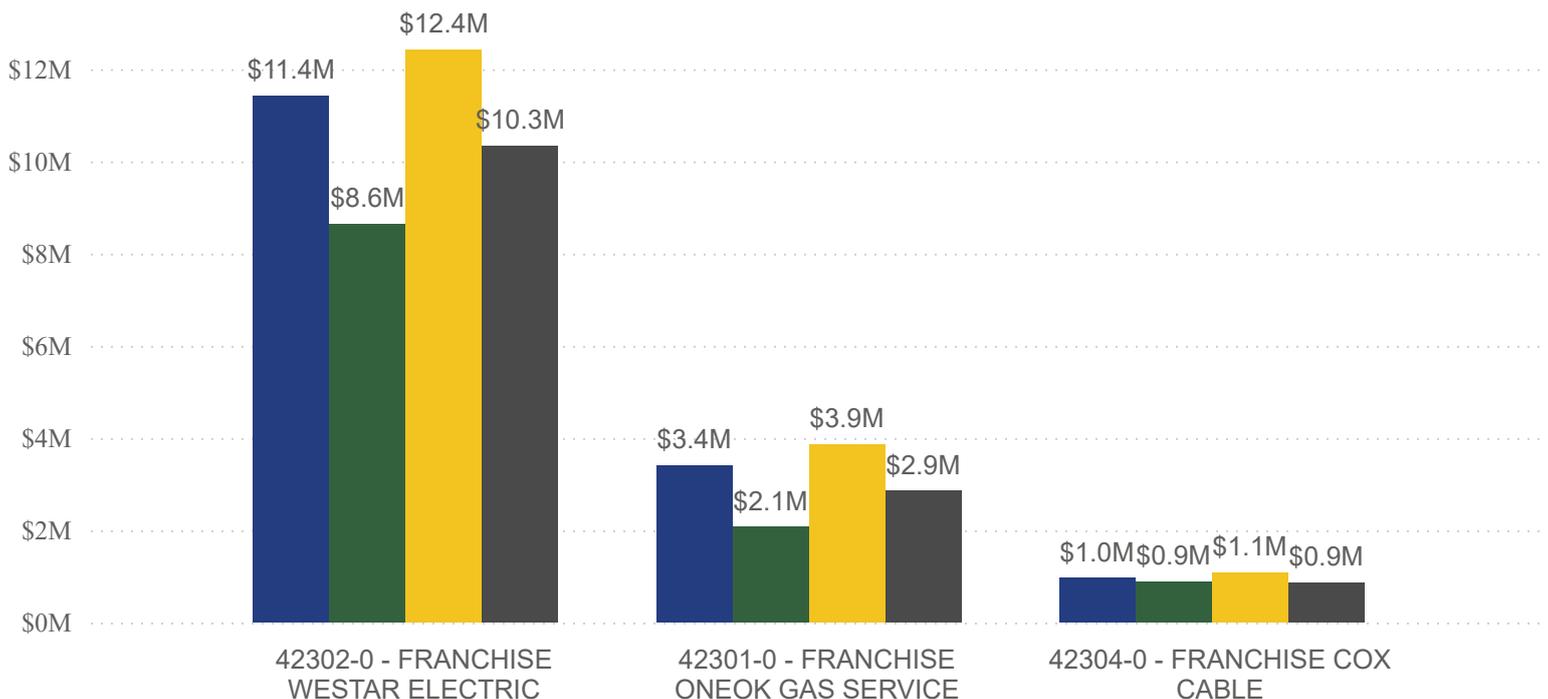
**Franchise Westar Electric:** Electric franchise fees are applied to the gross receipts of electric utilities operating within the City. Currently, the fee for Kaw Valley Electric is 5% and Evergy is 6%. Electric Franchise Fees are dependent on the number of users and usage. This revenue source is affected significantly by changes in the weather, as well as modifications to electric rates permitted by the Kansas Corporation Commission.

**Franchise Oneok Gas Service:** Gas franchise fees are applied to the gross receipts of natural gas utilities operating within the City. Currently, the fee for the sole natural gas utility in Topeka is 5%. Gas Franchise Fees are dependent on the number of users and usage. This revenue source is affected significantly by changes in the weather, changes in the price of wholesale natural gas, as well as modifications to natural gas rates permitted by the Kansas Corporation Commission.

**Franchise Cox Cable:** Cable franchise fees are applied to the gross receipts of cable television utilities operating within the City. Currently, the fee for cable providers in Topeka is 5%. Cable franchise fees are dependent on the number of users and the level of service demanded by those users. This revenue source is affected primarily by changing viewer habits, such as some users “cutting the cord” and dropping cable service and the increasing costs of cable service over time.

## Franchise Fee Summary

● 2022 Actuals ● 2023 Budget ● 2024 Budget ● 2025 Budget



# POSITION CHANGE OVERVIEW

## Full Time Equivalent Positions

Every year the City evaluates the number of Full Time Equivalent (FTE) positions needed to meet City Council Priorities. Below is a four year personnel history for all funds:

Department	2022 Budget	2023 Budget	2024 Budget	2025 Budget
Police Department	361.0	368.0	373.0	372.0
Fire Department	246.0	247.0	247.0	247.0
Public Works	158.0	159.0	155.0	154.0
Water	122.0	121.0	121.0	123.0
Wastewater	77.0	76.0	76.0	76.0
Planning Department	40.0	43.0	49.0	51.0
Financial Services	23.0	26.0	28.0	26.0
IT	16.0	16.0	25.0	26.0
Stormwater	25.0	26.0	26.0	25.0
Municipal Court	20.0	20.0	21.0	21.0
City Attorney	15.0	15.0	18.0	18.0
City Manager	15.0	12.0	13.0	15.0
HR	13.0	13.0	14.0	15.0
City Council	10.0	10.0	10.0	11.0
Community Engagement	0.0	5.0	4.0	4.0
DEI	0.0	0.0	2.0	2.0
Mayor's Office	2.0	2.0	2.0	2.0
Topeka Zoo	3.0	3.0	3.0	0.0
<b>Total</b>	<b>1146.0</b>	<b>1162.0</b>	<b>1187.0</b>	<b>1188.0</b>

# POSITION CHANGE OVERVIEW

## Full Time Equivalent Positions in General Fund Variances

---

1. **General Fund (803.32 to 802.35 FTEs)**
  - a. **10101- City Council – (10 FTEs to 11 FTEs)**
    - i. +1 Executive Assistant
  - b. **10102 - City Manager – (17 FTEs to 20.6 FTEs)**
    - i. +1 Assistant City Manager, +1 Emergency Coordinator, +1.6 Employees Program and Senior Program Coordinator moved from Grant Funded to General Fund
  - c. **10103 – City Attorney – (12.90 FTEs to 12.15 FTEs)**
    - i. Partially moved .75 FTEs out of General Fund into Special Liability Fund
  - d. **10104 – Finance – (27 FTEs to 26 FTEs)**
    - i. Removed 1 Graduate Fellowship Position
  - e. **10105 – Municipal Court – (20.67 FTEs to 21 FTEs)**
    - i. Partially moved .33 into the General Fund from the Special Alcohol Fund (Probation Officer)
  - f. **10106 – Human Resources – (10.0 FTEs to 10.5 FTEs)**
    - i. Moved .5 FTEs (HR Director) out into Health and Workers Compensation Fund, +1.0 FTE Human Resource Assistant
  - g. **10170 – Mayor’s Office – No Change**
  - h. **10120 – Fire Department – No Change**
  - i. **10125 – Police Department – (372 FTEs to 371 FTEs)**
    - i. Moved out 1 FTE into IT which was Senior System Developer
  - j. **10130 – Public Works – (45.25 FTEs to 44.60 FTEs)**
    - i. +3 Equipment Operators from Special Highway Fund, -3.25 FTEs into the Citywide Half-Cent Sales Tax (ETI, Project Manager, 1.25 Engineers) +.6 FTE Deputy Director into General Fund from Facilities, Parking, and Fleet Fund, Removed 1 Accounting Specialist
  - k. **10150 – Zoo – (3 FTEs to 0 FTEs)**
    - i. Removed 3 FTEs
  - l. **10160 – Planning and Development – No Changes**
  - m. **10170 – Code Enforcement – No Changes**

# POSITION CHANGE OVERVIEW

## Full Time Equivalent Positions for Non- General Fund Variances

---

Non-General Fund increased 383.68 to 385.65

- 1. Special Alcohol Fund (.33 FTEs to 0 FTEs)**
  - a. Moved .33 FTE of Probation Officer into Municipal Court General Fund
- 2. Special Liability (5.10 FTEs to 5.85 FTEs)**
  - a. Partially moved .75 FTEs into special liability
- 3. Special Highway Fund (61.0 FTEs to 58.0 FTEs)**
  - a. Moved 3 equipment operators into the 10130 – Public Works Budget
- 4. Citywide Half-Cent Sales Tax (1 FTE to 4.25 FTEs)**
  - a. +.25 Engineer from 10130 – Public Works Budget, +1 Project Manager from 10130 – Public Works Budget, +1 Engineering Tech from 10130 – Public Works Budget, +1 Engineer from 10130- Public Works Budget
- 5. 601 – Parking (10.25 – 10.15 FTEs)**
  - a. -.1 FTE Deputy Director into the 10130 – Public Works Budget
- 6. 613 – Information Technology Budget (25.0 FTEs – 26.0 FTEs)**
  - a. +1 Senior System Development Director from PD
- 7. 614 – Fleet Management (22.25 FTEs to 22 FTEs)**
  - a. -.25 Deputy Director into the 10130 – Public Works Budget
- 8. 615 – Facilities (15.25 FTEs to 15 FTEs)**
  - a. -.25 Deputy Director into the 10130 – Public Works Budget
- 9. Utilities (223 FTEs to 224 FTEs)**
  - a. +1 Engineer in Training
- 10. 641 – Workers Compensation Fund (2.0 FTEs to 2.25 FTEs)**
  - a. Added .25 FTEs from 10106- HR (HR Director)
- 11. 642 – Health Fund (2.0 FTEs to 2.25 FTEs)**
  - a. Added .25 FTEs from 10106- HR (HR Director)
- 12. Grant Funds (16.5 FTEs to 15.9 FTEs)**
  - a. Moved .6 FTE into City Manager (Program Coordinator)

# 3-Year Financial Forecast

The City presents a 3-year financial forecast each year during the budget cycle. Below is a table indicating FY25 - FY27 if the mill levy remained current and property valuations increases each year were at 4.5%:

## 3-Year Forecast

Categories	2025	2026	2027
Total Revenues*	\$ 128,414,487	\$ 117,825,122	\$ 121,187,258
Total Expenses	\$ 128,414,487	\$ 135,117,388	\$ 142,627,727
Current Projected Deficit		\$ (17,292,266)	\$ (21,440,469)
<b>Current Projected Fund Balance</b>	<b>\$ 22,726,229</b>	<b>\$ 5,433,963</b>	<b>\$ (16,006,506)</b>

Current Projected Percentage	17.70%	4.61%	-13.21%
Target Percentage	20%	20%	20%
Minimum Percentage	15%	15%	15%

Categories	2025	2026	2027
Proposed Public Safety Tax Revenue**		\$ 19,000,000	\$ 19,000,000
Proposed General Use Sales Tax Revenue***		\$ 19,000,000	\$ 19,000,000
Possible Revenues		\$ 155,825,122	\$ 159,187,258
<b>Potential Projected Surplus</b>		<b>\$ 20,707,734</b>	<b>\$ 16,559,531</b>

Potential Fund Balance	\$ 22,726,229	\$ 43,433,963	\$ 59,993,494
Percentage	17.70%	32.15%	42.06%
Minimum Percentage	15%	15%	15%

\*Assumes current mill @ 36.952

\*\* Public Safety Sales Tax to ONLY be used on Public Safety Expenditures

\*\*\*General Use Sales Tax to be used for any General Fund Expenditures

The City is going to explore the following ways to generate revenue:

**Half-Cent Public Safety Tax:** A public safety sales tax is a tax added to purchases within a jurisdiction, with the revenue used for funding law enforcement, fire services, and emergency response. Council approval to set election for public vote.

**Half-Cent General Use Tax\*:** A general fund sales tax for city government is a tax on purchases within the city, with the revenue used to fund various municipal services and operations. Council approval to set election for public vote.

# STATISTICAL SECTION

## Employment

The City has a consistent employer base due to a diverse business community ranging from federal and state government to distribution centers and manufacturing facilities, complimented by a full range of retail and service businesses. The State of Kansas is the top employer with 9,919 employees. Stormont-Vail Health Care follows next at 4,400 employees.

The unemployment rate is a measure of prevalence of unemployment and is calculated as a percentage by dividing the number of unemployed individuals by all individuals currently in the labor force or actively seeking employment and willing to work. Data can be found on the Bureau of Labor Statistics website.

Top Ten Employers	Employees	Percentage of Total City Employment
State of Kansas	9,919	8.71%
Stormont-Vail Health Care	4,400	3.86%
Hills Pet Nutrition Inc	3,439	3.02%
Unified School District # 501	2,500	2.20%
Blue Cross Blue Shield of Kansas	2,026	1.78%
BNSF Railway Company	1,931	1.70%
Washburn University	1,596	1.40%
Colmery-O'Neil VA Medical Center	1,544	1.36%
University of Ks Health Systems- St Francis Campus	1,334	1.17%
Security Benefit Group of Companies	1,000	0.88%

# STATISTICAL SECTION

## Tax Base

The top taxpayer in Topeka is Evergy Kansas Central Inc./Westar at \$86,878,337. The other top taxpayers are between \$6,700,000 and \$15,000,000 in value.

Top Ten Taxpayers	Taxable Assessed Value
Evergy Kansas Central Inc/Westar	\$86,878,337
Kansas Gas Service/Utility	\$15,219,383
Target Corporation	\$13,759,075
Burlington Northern/Santa Fe/Utility	\$13,465,027
Walmart Properties and Sam's Club	\$12,990,099
Blue Cross/Blue Shield/Ks Hospital Serv/Insurance	\$7,942,074
Big Heart Pet Brands	\$7,697,469
Frito Lay/Manufacturing	\$7,383,209
ARC HDTPAKS001 LLC/Distribution (Home Depot)	\$6,769,795
Security Benefit Life/Insurance	\$6,733,280

## Assessed Value of Taxable Property

The City's tax base remained relatively stable through the 2004-2009 recession and total assessed value has trended upward ever since. The assessed value continued to rise through 2020 Covid-19 effects.

Year	Total Value of Taxable Property
2012	\$1,106,396,833
2014	\$1,126,187,327
2015	\$1,133,023,721
2013	\$1,135,205,618
2016	\$1,163,193,458
2017	\$1,178,734,089
2018	\$1,252,639,786
2019	\$1,267,354,837
2020	\$1,303,411,607
2021	\$1,354,782,081
2022	\$1,459,642,715
2023	\$1,582,549,889



# DEPARTMENTS



# MAYOR & CITY COUNCIL

The Mayor is the City's chief elected officer. The Mayor is elected at-large and serves a four-year term. The Mayor makes policy recommendations to the City Council and votes on all matters before the City Council except for those issues that the Mayor has veto power in. The Mayor serves on the Washburn Board of Regents and other local, state, and national boards. In addition, the Mayor makes appointments to the 27 boards, commissions, and authorities for the City.

The City Council is responsible for setting the policy directives of the City. The Council serves as a resource for citizens and neighborhood groups by providing vision, leadership, and strategic planning. They set priorities to guide the adoption of the annual operating budget and Capital Improvement Plan.

## Department Budget History

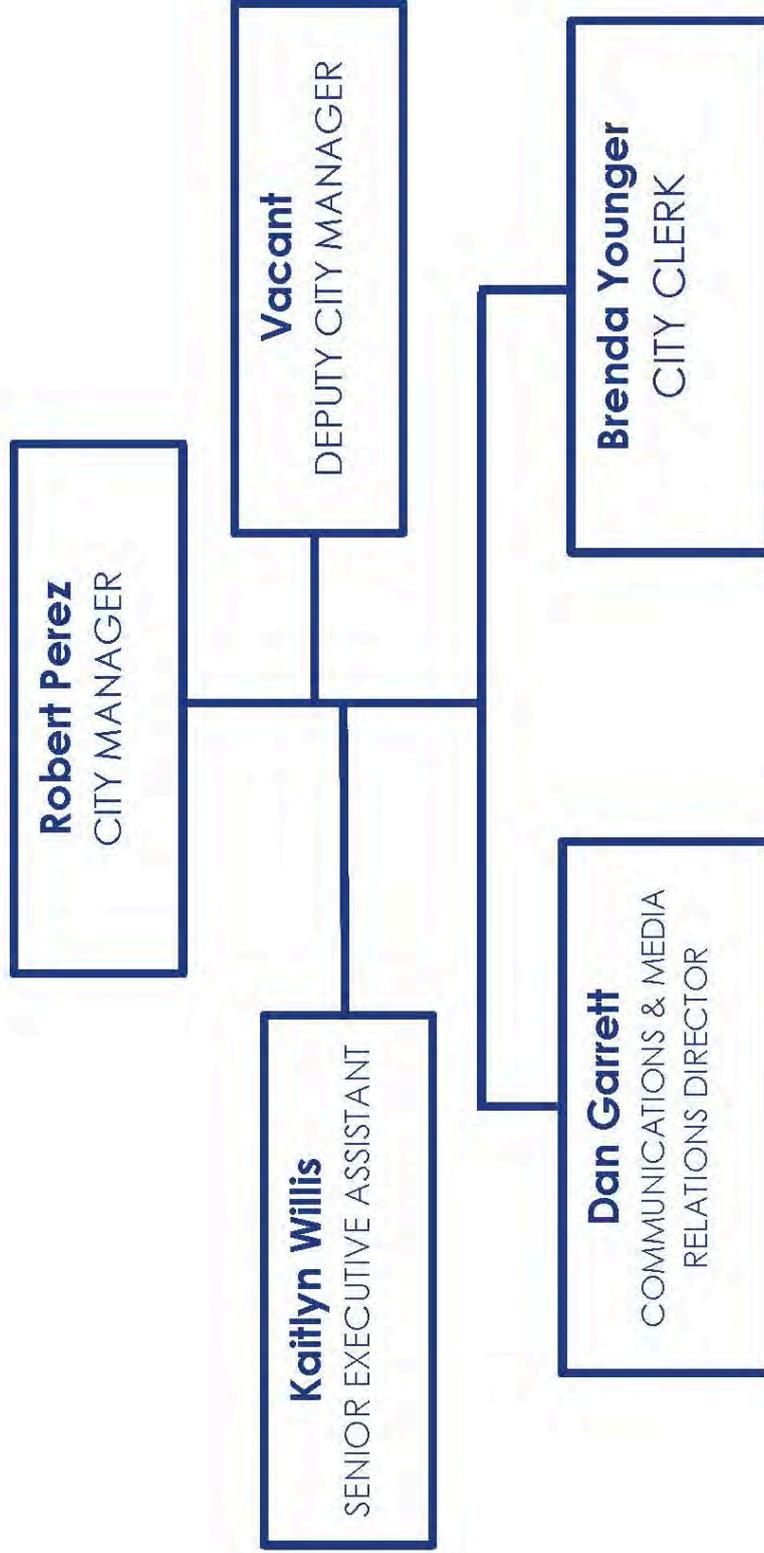
Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	(\$518,602)	(\$511,576)	(\$562,624)	(\$685,750)
<b>Total</b>	<b>(\$518,602)</b>	<b>(\$511,576)</b>	<b>(\$562,624)</b>	<b>(\$685,750)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget ▲
<input type="checkbox"/> Expenses	<b>(\$518,602)</b>	<b>(\$511,576)</b>	<b>(\$562,624)</b>	<b>(\$685,750)</b>
Personnel	(\$458,086)	(\$454,925)	(\$474,126)	(\$577,749)
Contractual	(\$56,138)	(\$50,842)	(\$81,833)	(\$100,352)
Commodities	(\$4,379)	(\$5,808)	(\$6,664)	(\$7,650)
<b>Total</b>	<b>(\$518,602)</b>	<b>(\$511,576)</b>	<b>(\$562,624)</b>	<b>(\$685,750)</b>

## Changes from 2024 Budget

- Added +1 FTE (Executive Assistant)
- Increased Education/Travel budget (\$9,000)

# CITY MANAGER'S OFFICE



The City Manager's Office is responsible for the performance and productivity of all other City departments. It is composed of the City Clerk and Communications Divisions. It is responsible for delivering the highest level of quality information on policy, services and activities of Topeka government



# CITY MANAGER

The City Manager’s office is responsible for ensuring the effective implementation, administration, and evaluation of City programs that have been established through the policy directives of the Governing Body. The City Manager's office aims to provide vision, leadership, and strategic planning for the preparation of the annual operating budget and Capital Improvement Project (CIP) program. The City Manager's office also serves as a resource for citizens and neighborhood groups. The City Manager’s office directs the City Clerk and Communications divisions.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget ▲
☐ 101 - General Fund	<b>(\$1,467,791)</b>	<b>(\$1,765,642)</b>	<b>(\$1,889,589)</b>	<b>(\$2,529,989)</b>
City Manager	(\$778,593)	(\$929,113)	(\$752,210)	(\$1,332,474)
Communications	(\$420,046)	(\$506,170)	(\$769,933)	(\$785,445)
City Clerk	(\$269,153)	(\$330,360)	(\$367,446)	(\$412,070)
<b>Total</b>	<b>(\$1,467,791)</b>	<b>(\$1,765,642)</b>	<b>(\$1,889,589)</b>	<b>(\$2,529,989)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget ▲
☐ Expenses	<b>(\$1,467,791)</b>	<b>(\$1,765,642)</b>	<b>(\$1,889,589)</b>	<b>(\$2,529,989)</b>
Personnel	(\$938,067)	(\$1,362,145)	(\$1,473,336)	(\$2,060,072)
Contractual	(\$473,131)	(\$324,918)	(\$321,186)	(\$367,418)
Commodities	(\$56,593)	(\$78,521)	(\$91,755)	(\$99,400)
Capital Outlay			(\$3,313)	(\$3,000)
Other Payments		(\$58)		(\$100)
<b>Total</b>	<b>(\$1,467,791)</b>	<b>(\$1,765,642)</b>	<b>(\$1,889,589)</b>	<b>(\$2,529,989)</b>

## Changes from 2024 Budget

- Added 2 FTE's for City Manager (Assistant City Manager and an Emergency Manager Coordinator)
- Increased Individual and Contractual Services (\$30,000) – This amount covers the cost of Granicus, the software that replaces NOVUS for assembling agendas. The remaining \$15,000 was allocated to lobbying services

# CITY MANAGER: CITY CLERK

## Accomplishments

- Recorded, transcribed and distributed 478 pages of Governing Body meeting minutes
- Processed and distributed 39 Governing Body meeting agenda packets consisting of 16,726 pages
- Approved 300 Business Licenses consisting of 27 different categories
- Issued 83 Special Event Permits in collaboration with City Departments
- Processed and distributed 137 Ordinances and Resolutions approved by the Governing Body
- Processed and distributed 1,038 Administrative Contracts.
- Received 229 Open Records Request
- Provided training for City Department Record Custodians

## Performance Measures

Performance Measure	2021	2022	2023	Target
% of administrative contracts signed and distributed within three business days	N/A	New Measure	95	95
% of City Council meeting minutes drafted, presented for approval and posted to the website by next regular Council meeting	94	86	99	95
% of licenses and/or permits submitted to workflow within 24 hours	N/A	New Measure	99	95
% of ordinances codified within 14 business days of effective date	98	98	98	95
% of ordinances/resolutions posted to the public website within 3 business days of approval by the Governing Body	99	99	99	95
Number of Business Licenses Approved	518	426	300	N/A
Number of Special Event Permits Approved	59	75	83	N/A
Percentage of KORA requests distributed to departments for response within 24 hours.	N/A	New Measure	98	95

## Goals

- Respond to the legislative needs of the Governing Body and their constituents
- Consistent and responsive customer service
- Administer records management training for the City of Topeka to effectively maintain custody of City Documents. A Viable records management program ensures that each department can maximize its operational goals by making information more readily available for service delivery.

# CITY MANAGER: COMMUNICATIONS

## Accomplishments

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- Hire and onboard the new Language Access Coordinator
- Administer the Affordable Connectivity Outreach Grant Program, and help spread awareness about digital equity resources in partnership with the Community Engagement and the TSC – Get Digital Coalition
- Upgrade City4 system to provide more enhanced, clear visuals
- Continued promotion of the Changing our Culture on Property Maintenance initiative coverage and education campaign

## Performance Measures

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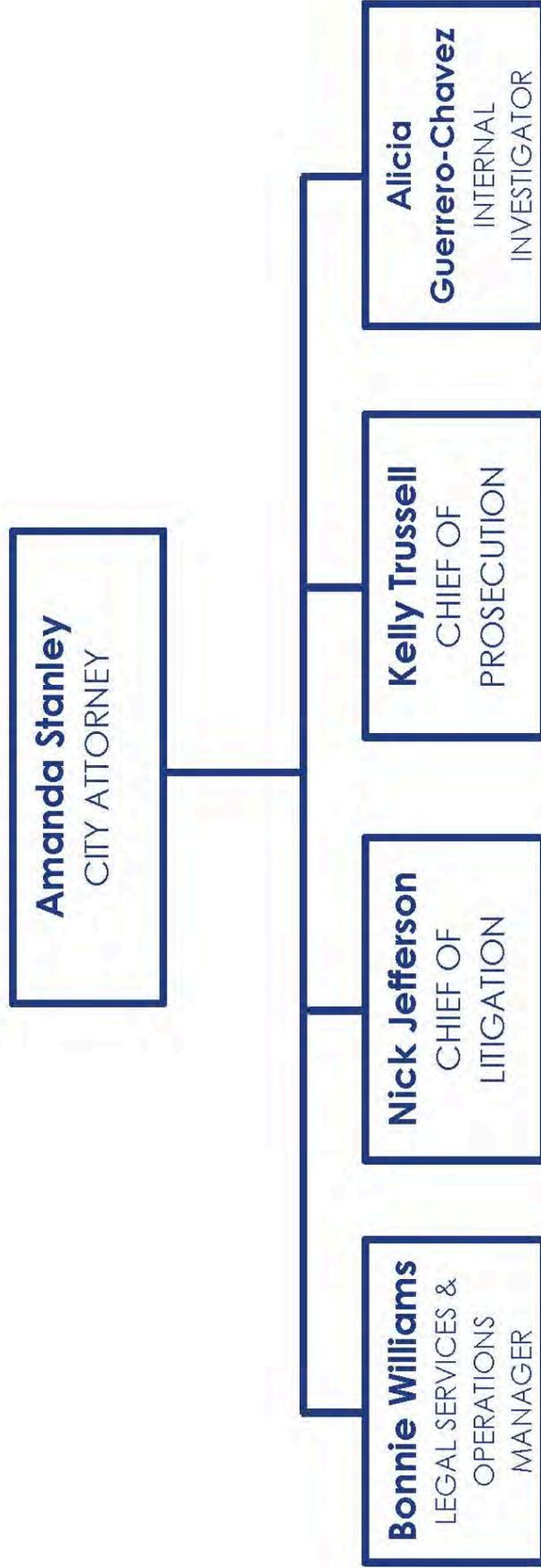
Performance Measure	2022	2023	Target
Branding and Image	53400	120300	130200
City4	107	92	93
Community Collaboration and Other Media Relations	N/A	34	41

## Goals

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- Produce a day-in-the-life video once a month for different departments
- Create more in-house content for Channel 4
- Continue implementation of Language Access Plan

# CITY ATTORNEY'S OFFICE



The mission of the Legal Department is to provide efficient legal services of the highest standard to the City of Topeka, as embodied by the city manager, governing body, city employees, boards and commissions, to achieve success.



# CITY ATTORNEY

The City Attorney's Office provides legal advice and services to the city organization and departments. There are three divisions within the department: Civil Litigation, General Government, and Criminal Prosecution. The Civil Litigation division pursues claims on behalf of the City and defends city officials and employees. The General Government division provides legal advice and representation to the City. The Criminal Prosecution division prosecutes alleged violations of City ordinances in the Municipal Court and appeals in the district and appellate courts.

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	(\$1,033,533)	(\$1,403,471)	(\$1,743,962)	(\$1,817,465)
236 - Special Liability	(\$719,792)	(\$1,015,460)	(\$1,429,504)	(\$1,536,190)
<b>Total</b>	<b>(\$1,753,325)</b>	<b>(\$2,418,931)</b>	<b>(\$3,173,466)</b>	<b>(\$3,353,655)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input checked="" type="checkbox"/> Expenses	<b>(\$1,753,325)</b>	<b>(\$2,418,931)</b>	<b>(\$3,173,466)</b>	<b>(\$3,353,655)</b>
Personnel	(\$1,452,392)	(\$1,924,092)	(\$2,204,052)	(\$2,313,917)
Contractual	(\$276,037)	(\$468,035)	(\$938,114)	(\$1,004,238)
Commodities	(\$24,896)	(\$26,805)	(\$31,300)	(\$35,500)
<b>Total</b>	<b>(\$1,753,325)</b>	<b>(\$2,418,931)</b>	<b>(\$3,173,466)</b>	<b>(\$3,353,655)</b>

## Changes from 2024 Budget

- Miscellaneous Contingency removed from 2025 budget for the Special Liability Fund
- Added additional software license for 2025 to replace current, outdated software (\$46,000)

# CITY ATTORNEY

## Accomplishments

- Processed and evaluated over 100 tort claims made against the City
- Created innovative new trainings on the 4th amendment for Department Heads
- Utilized technology to redeploy limited resources due to staffing shortages and to provide better metrics and tracking on a wide array of legal requests
- Successfully testified in opposition to multiple pieces of legislation that would have had a negative impact on our community
- Continued to expand the domestic violence prosecution program and received federal grant money to assist in this necessary work
- Helped serve as a conduit between departments working on code and zoning issues to ensure cases were being looked at holistically

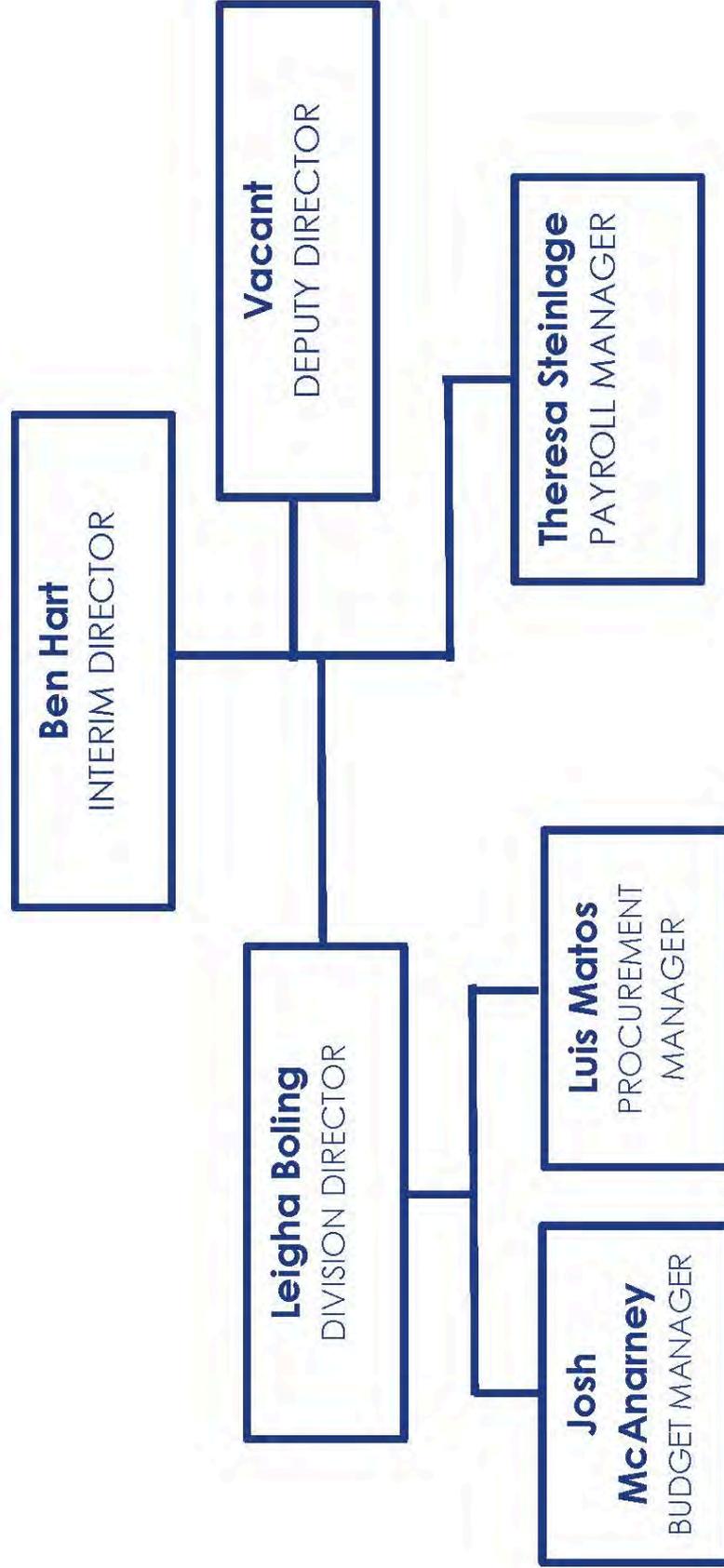
## Performance Measures

Performance Measure	2021	2022	2023	Target
Amount Paid to Claimants by the City	21568	54758	56326	N/A
Dollar Amount of Claims Sought by Claimant	12.8 million	1.2 million	107 million	N/A
Number of Claims Filed Against the City	93	106	130	N/A
Property Maintenance Code Violation Cases Closed with Compliance Obtained	567	283	229	300
Property Maintenance Code Violation Cases Convicted	5	4	17	N/A
Property Maintenance Code Violation Cases Filed	896	376	387	300

## Goals

- Identify areas of various liability risk and work with the relevant departments to improve processes or increase training
- Continue to build strong relationship with the City’s state legislative delegation to ensure the City has a voice in issues affecting local governments
- Create additional city-wide employee trainings on emerging issues
- Implement a new law practice management system
- Continue to build and improve victim-oriented domestic violence prosecutions
- Increase the number of code violation corrections by owner

# FINANCIAL SERVICES



Our mission is to provide accurate, timely, clear and complete financial information and support to city departments, citizens and the community at large.



# FINANCIAL SERVICES

The Administrative & Financial Services department includes the Central Accounting, Budget and Performance Management, Payroll, and Contracts and Procurements divisions. This department maintains transparency of City finances and purchases. This department also reports on the finances of several divisions including grants.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget ▲	2025 Budget
<input type="checkbox"/> 101 - General Fund	<b>(\$5,534,926)</b>	<b>(\$14,764,411)</b>	<b>(\$3,142,881)</b>	<b>(\$3,532,073)</b>
Central Accounting & Cash	(\$5,036,950)	(\$14,203,870)	(\$2,544,704)	(\$2,909,327)
Contracts And Procurement	(\$497,976)	(\$560,541)	(\$598,177)	(\$622,746)
<b>Total</b>	<b>(\$5,534,926)</b>	<b>(\$14,764,411)</b>	<b>(\$3,142,881)</b>	<b>(\$3,532,073)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget ▲
<input type="checkbox"/> Expenses	<b>(\$5,534,926)</b>	<b>(\$14,764,411)</b>	<b>(\$3,142,881)</b>	<b>(\$3,532,073)</b>
Personnel	(\$1,950,579)	(\$2,271,157)	(\$2,577,195)	(\$2,839,630)
Contractual	(\$441,058)	(\$589,720)	(\$550,586)	(\$674,793)
Commodities	(\$10,427)	(\$18,355)	(\$15,100)	(\$17,650)
Debt	(\$132,867)			
Other Payments	(\$2,999,995)	(\$11,885,179)		\$0
<b>Total</b>	<b>(\$5,534,926)</b>	<b>(\$14,764,411)</b>	<b>(\$3,142,881)</b>	<b>(\$3,532,073)</b>

## Changes from 2024 Budget

- Increase in bank fees and Columbia Capital Financial Advising Contract (\$10,000)
- In 2025 there will be an increase in the cost of audit services (\$10,000)
- Additional Software Contractual Increases (\$55,000)
- Adding Property Tax Rebate Program to CRC (\$50,000)

# FINANCIAL SERVICES

## Accomplishments

- Began transition to electronic file storage
- Conducted multiple workshops to educate potential vendors and expand the businesses that contract with the City
- The Procurement Division successfully applied for and was awarded a \$15,000 grant to participate in the National League of Cities' (NLC) City Inclusive Entrepreneurship Program (CIE).
- Revised contract templates to streamline the drafting process for agreements, facilitating a more efficient review by the city's legal department.

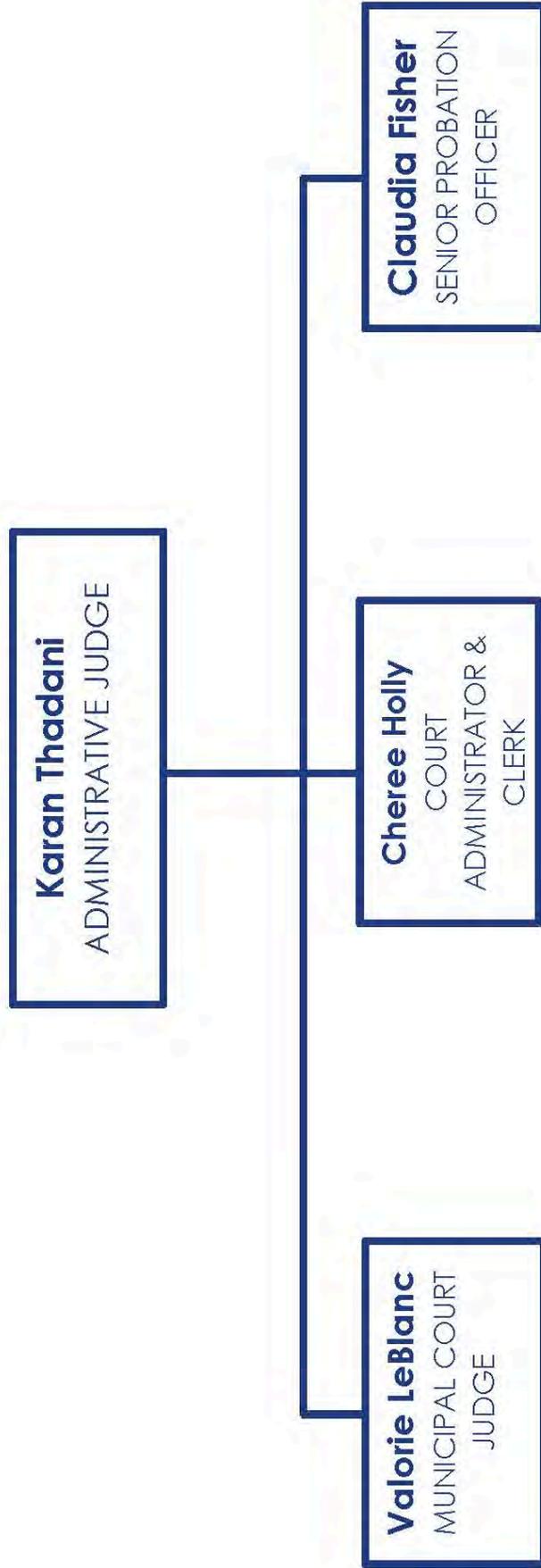
## Performance Measures

Performance Measure	2021	2022	2023	Target
Audit opinion	Unmodified	Unmodified	Unmodified	Unmodified
Deposits processed	4998	4455	5277	5000
Diverse vendor spending (%)	6	22.7	19.24	20
General fund as % of total budget	27	28	31	20
Invoices paid	31803	30111	31526	31000
M/W/DBE utilization (%)	45.41	41.095	40.91	40
Number of awarded bids	196	195	178	190
Number of bid protests	N/A	0	2	0
Percentage of time federal, state, and KPERS deposits are submitted on time	100	100	100	100
Percentage of time the 2-day standard for uploading the bank ACH file is met	96	96	100	100
S&P Bond Rating	AA	AA	AA	AA

## Goals

- Successfully navigate the testing and implementation of the new ERP
- Put into service Earned Wage Access
- Complete a successful audit
- Host a workshop for vendors to learn about the City's process for making qualification-based selections that are not based on prices
- Successfully host a second annual Supplier Diversity Expo with the support of area sponsors and anchor procurement agencies
- Develop more specification templates that City staff can use to be more efficient when building specifications for bids on materials or services

# MUNICIPAL COURT



The Topeka Municipal Court, through its judges and staff, adjudicates traffic infractions and misdemeanor offenses alleged to have occurred within the Topeka city limits pursuant to applicable provisions of City Ordinance, various state laws and court rules and collects fines and fees.



# MUNICIPAL COURT

The Municipal Court handles traffic infractions and misdemeanor offenses as well as the Probation and Alcohol & Drug Program. The Probation and Alcohol & Drug Assessment and Referral Program division provides supervision to defendants for various misdemeanor offenses as well as tracks community services and house arrest defendants.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> 101 - General Fund	<b>(\$1,417,841)</b>	<b>(\$1,700,440)</b>	<b>(\$2,097,035)</b>	<b>(\$2,296,623)</b>
Municipal Court	(\$1,249,124)	(\$1,457,633)	(\$1,653,166)	(\$1,828,180)
Probation	(\$168,717)	(\$242,807)	(\$443,868)	(\$468,444)
<b>Total</b>	<b>(\$1,417,841)</b>	<b>(\$1,700,440)</b>	<b>(\$2,097,035)</b>	<b>(\$2,296,623)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$1,417,841)</b>	<b>(\$1,700,440)</b>	<b>(\$2,097,035)</b>	<b>(\$2,296,623)</b>
Personnel	(\$1,011,283)	(\$1,269,613)	(\$1,621,084)	(\$1,735,303)
Contractual	(\$403,257)	(\$419,850)	(\$461,551)	(\$547,320)
Commodities	(\$3,302)	(\$10,219)	(\$11,900)	(\$11,500)
Capital Outlay		(\$758)	(\$2,500)	(\$2,500)
<b>Total</b>	<b>(\$1,417,841)</b>	<b>(\$1,700,440)</b>	<b>(\$2,097,035)</b>	<b>(\$2,296,623)</b>

## Changes from 2024 Budget

→ Increase in professional audit/legal services for 2025 budget (\$65,000)



# MUNICIPAL COURT

## Accomplishments

- 200.5 community services hours completed through Probation Department
- Assisted Kansas Legal Services with several driver’s license clinics held in Shawnee County
- Awarded Department of Justice’s - Violence Against Women Grant with the help of city’s grant writing and probation divisions
- Advanced the changing our culture of property maintenance initiative by using the LLC ordinance to order judgments in 31 cases

## Performance Measures

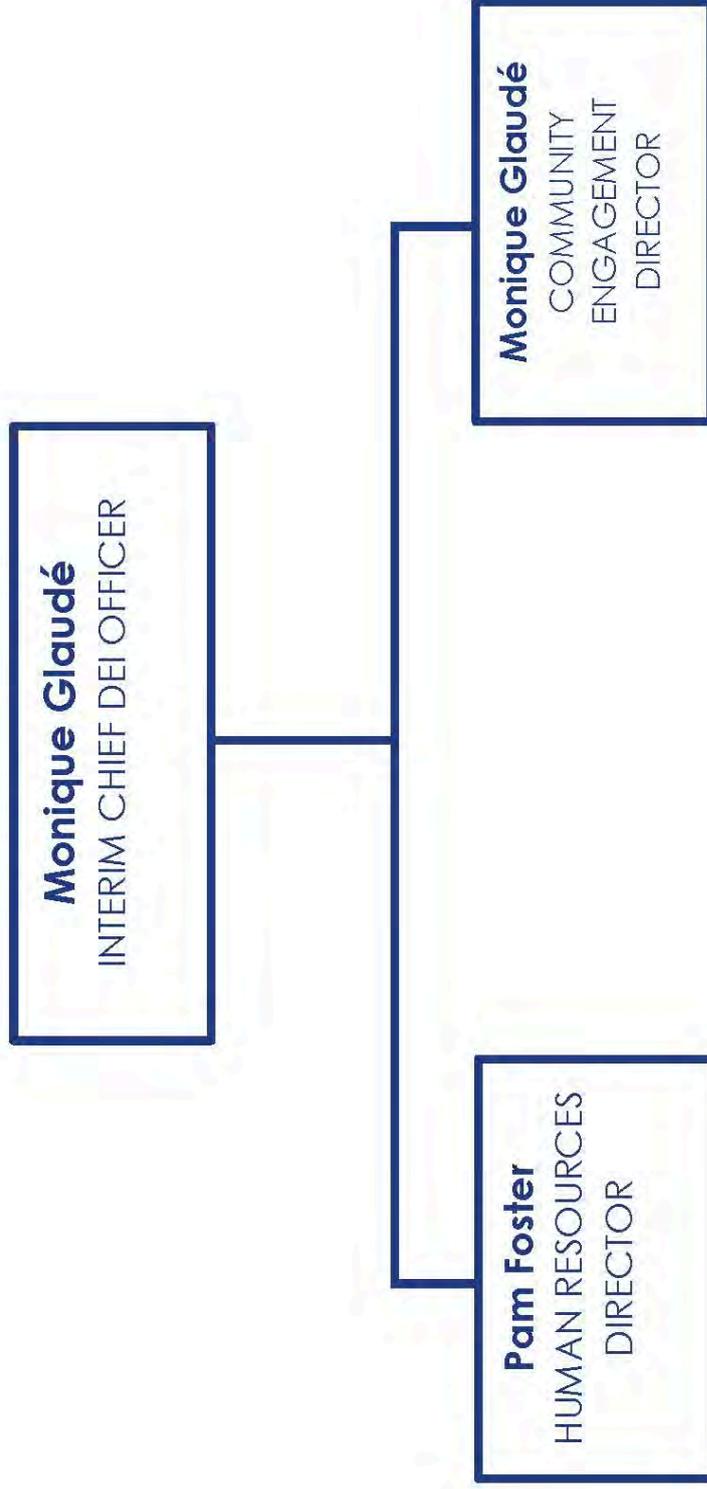
Performance Measure	2021	2022	2023	Target
# of admissions into program	9	8	10	10
# of Community Service hours	N/A	N/A	200.5	200
# of referrals completed	21	21	35	25
% of cases scheduled for Arraignment brought before the Court within 45 days	90		90	95
% of cases scheduled for Trial brought before the Court within 60 days	100		100	100

## Goals

- Relocate operations to Municipal Court after 6 months of a temporary court set-up in TPAC due to HVAC renovations
- Relocate Probation Division to 1st floor of City Hall after 6 months of a temporary office set-up in the City Hall basement due to HVAC renovations
- Continue with community outreach through KLS DL clinics
- Fully staff probation division and hire new FTE approved for budget year 2024



# DIVERSITY, EQUITY, & INCLUSION



The Diversity Equity and Inclusion (DEI) Office is responsible for the development, implementation, and incorporation of proactive diversity, equity, and inclusion strategies throughout all aspects of the city. It is composed of offices of Human Resources and Community Engagement



# DIVERSITY EQUITY & INCLUSION

The City of Topeka's Diversity Equity and Inclusion (DEI) Office was established in December 2022. The DEI Office is responsible for the development, implementation, and incorporation of proactive diversity, equity, and inclusion strategies throughout all aspects of the city.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund		(\$5,866)	(\$292,686)	(\$335,430)
<b>Total</b>		<b>(\$5,866)</b>	<b>(\$292,686)</b>	<b>(\$335,430)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses		<b>(\$5,866)</b>	<b>(\$292,686)</b>	<b>(\$335,430)</b>
Personnel		(\$5,866)	(\$241,941)	(\$279,189)
Contractual			(\$47,246)	(\$52,741)
Commodities			(\$3,500)	(\$3,500)
<b>Total</b>		<b>(\$5,866)</b>	<b>(\$292,686)</b>	<b>(\$335,430)</b>

## Changes from 2024 Budget

→ No material changes for 2025

# HUMAN RESOURCES

The Human Resources department provides core administrative services which support all employees through close coordination with the City Manager and departments. The primary functional areas include: recruitment, position classification, compensation, employee relations, labor relations, benefit programs, risk management, occupational health, wellness programs, employee training and development, HRIS administration for the Lawson and IntelliTime, and employee recognition.

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	(\$1,429,061)	(\$1,546,103)	(\$2,158,261)	(\$2,133,371)
<b>Total</b>	<b>(\$1,429,061)</b>	<b>(\$1,546,103)</b>	<b>(\$2,158,261)</b>	<b>(\$2,133,371)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input checked="" type="checkbox"/> Expenses	<b>(\$1,429,061)</b>	<b>(\$1,546,103)</b>	<b>(\$2,158,261)</b>	<b>(\$2,133,371)</b>
Personnel	(\$852,335)	(\$924,448)	(\$1,205,460)	(\$1,209,350)
Contractual	(\$558,099)	(\$581,363)	(\$923,876)	(\$892,221)
Commodities	(\$18,627)	(\$40,292)	(\$28,925)	(\$31,800)
<b>Total</b>	<b>(\$1,429,061)</b>	<b>(\$1,546,103)</b>	<b>(\$2,158,261)</b>	<b>(\$2,133,371)</b>

## Changes from 2024 Budget

- Increased ClearCo contract (\$65,000)
- Fire Physicals increased (\$78,000)
- Training and Development (\$60,000)
- Moved .5 FTEs from General Fund to risk funds

# HUMAN RESOURCES

## Accomplishments

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- Implement electronic on-boarding process for new hire candidates
- Restructure New Hire Orientation process

## Performance Measures

---

Performance Measure	2021	2022	2023 ▲
Employee Workers' Compensation Claims Paid	1205958	1248165	1298000
Employee Health Care Claims & Administrative Fees	11984923	12530600	13221500
Annual Turnovers	141	180	180
Annual Retirements	35	35	45
Employees Attended Training and Education Opportunities	197	960	750

## Goals

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- Prepare for Enterprise Resource Program conversation. Assist with the implementation with a primary focus on the employee data, position requisition and performance evaluation components of the system
- Develop an improved repository for Position Descriptions
- In collaboration with departments review and update position descriptions to ensure an accurate reflection of current organizational needs regarding minimum qualifications
- Review and improve the position requisition process

# COMMUNITY ENGAGEMENT

The Division of Community Engagement is devoted to empowering residents through education and neighborhood leadership development. Community Engagement works to increase dialog between local government and residents. Through these outreach programs, Community Engagement hopes to encourage all Topeka neighborhoods to take an active part in their own improvements.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund		(\$13,417)	(\$261,027)	(\$500,283)
<b>Total</b>		<b>(\$13,417)</b>	<b>(\$261,027)</b>	<b>(\$500,283)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▣ Expenses		<b>(\$13,417)</b>	<b>(\$261,027)</b>	<b>(\$500,283)</b>
Personnel		(\$11,795)	(\$195,049)	(\$365,058)
Contractual		(\$1,510)	(\$58,629)	(\$127,475)
Commodities		(\$112)	(\$7,350)	(\$7,750)
<b>Total</b>		<b>(\$13,417)</b>	<b>(\$261,027)</b>	<b>(\$500,283)</b>

## Changes from 2024 Budget

→ Additional neighborhood support budgeted for 2025 (\$50,000)

# COMMUNITY ENGAGEMENT

## Accomplishments

- Administered programming in low-to-moderate income neighborhoods
- TSC Get Digital program:
  - Panelist for the 2023 New Mexico Tech Summit.
  - 60+ initiative – distributed computer devices to 786 L-M-I neighbors
  - Connected 334 neighbors to FREE digital literacy training
- Facilitated the 2024 DREAMS 3 Workshop
- Keep America Beautiful Event – Coordinated a successful employee clean-up effort resulting in the removal of 4.7 tons of illegally dumped waste
- Community sponsor for the 2023 Poverty Simulation Discussion

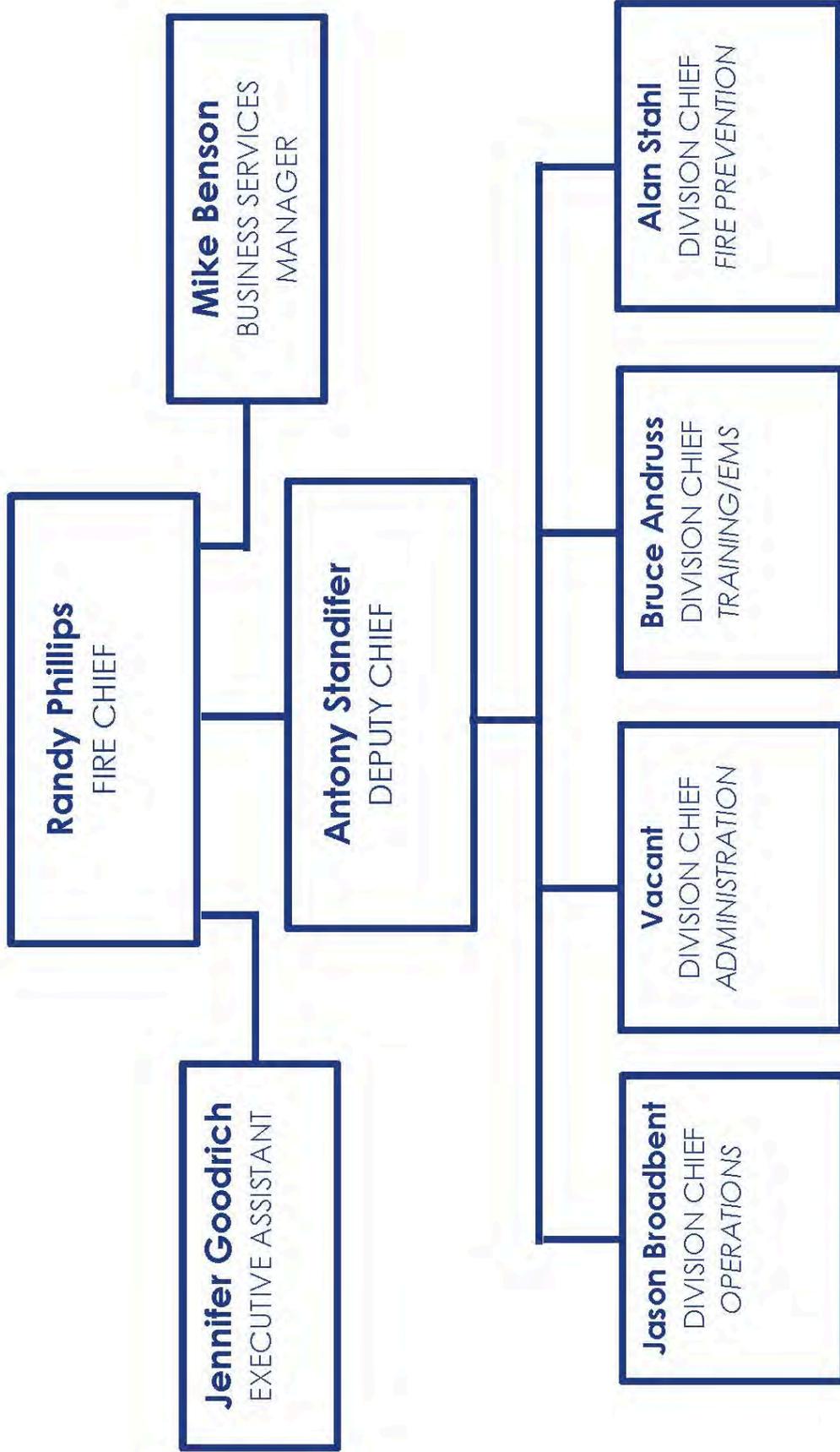
## Performance Measures

Performance Measure	2021	2022	2023	Target
# of Community Events	N/A	6	4	10
# of Community partners related to community building	N/A	42	48	100
# of Households that received NIA newsletters	N/A	31127	31318	40000
# of Neighborhood Walk-n-Talks	N/A	3	3	5
# of neighbors that received CE resource bags			3268	5000

## Goals

- Implement a community e-blast that will be a valuable resource, distributing quality-of-life-enhancing information directly to the recipient's inbox
- Foster inclusive participation
- Strengthen community relationships
- Enhance youth engagement

# FIRE DEPARTMENT



Our mission is to save lives and protect property by providing excellence and leadership in fire, rescue, emergency medical response, fire prevention and public education.



# FIRE

The Fire department supplies fire and medical services throughout the City of Topeka. The Fire Administration division provides customer service and resources to support the Fire department. The City's Fire Prevention, Training, Operations, and Emergency Medical Services (EMS) divisions aid in maintaining security throughout City neighborhoods.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	(\$31,020,024)	(\$32,881,490)	(\$36,003,280)	(\$38,411,729)
<b>Total</b>	<b>(\$31,020,024)</b>	<b>(\$32,881,490)</b>	<b>(\$36,003,280)</b>	<b>(\$38,411,729)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input checked="" type="checkbox"/> Expenses	<b>(\$31,020,024)</b>	<b>(\$32,881,490)</b>	<b>(\$36,003,280)</b>	<b>(\$38,411,729)</b>
Personnel	(\$27,601,507)	(\$29,391,949)	(\$31,696,624)	(\$33,789,909)
Debt	(\$191,909)	(\$200,494)	(\$183,583)	\$0
Contractual	(\$2,227,020)	(\$2,457,564)	(\$3,186,222)	(\$3,558,221)
Commodities	(\$999,587)	(\$822,255)	(\$829,350)	(\$993,600)
Capital Outlay	\$0	(\$9,228)	(\$107,500)	(\$70,000)
<b>Total</b>	<b>(\$31,020,024)</b>	<b>(\$32,881,490)</b>	<b>(\$36,003,280)</b>	<b>(\$38,411,729)</b>

## Changes from 2024 Budget

- Radio lease was paid of early with use of Unassigned Reserve fund which is why debt decreased
- Education/Travel increased (\$31,000)
- Maintenance of equipment (\$50,000)
- Office computers equipment (\$13,000)
- Uniforms (\$70,000)
- Protective Gear (\$25,000)
- Repair Parts (\$17,500)



# FIRE

## Accomplishments

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### Fire Administration

- Assisted with review of TFD budget structure and made suggestions for more accurate tracking of budgetary resources.
- Assist City Administration with successful completion of bargaining unit contract negotiations.
- Completed ISO evaluation process with overall score improvement of 5 points
- Continued review of all TFD policies and procedures in Lexipol software system to increase overall department efficiencies.
- Completed installation of new alerting systems in all TFD stations
- Developed plans for remodel and update of fire station 9

### Fire Prevention: Inspections and Investigations

- Implemented new fire inspections software system.
- Designed and implemented a new burn permit process that allows for more rapid approval and delivery of burn permits utilizing less staff time.
- Took over fuel station inspections from the state fire marshal
- Inspected all food trucks with a city license
- In conjunction with the Property Maintenance Division began joint fire inspections of Apartments buildings with interior exits.
- Successfully completed inspection of all fireworks stands.
- o Hired new Fire Investigator and enrolled him in the Topeka Police Department Academy to complete necessary Law Enforcement Training
- Became members of the Northeast Kansas Multi-County Arson Taskforce

### Fire Prevention: Public Education

- Delivered an updated annual Citizen's Academy
- Assisted with Camp Courage
- Completed fire education programs in most 501 schools
- Recorded fireworks safety videos with the Kansas Fireworks Association for statewide distribution

### Training Division

- 16 personnel trained and certified as Hazardous Materials Technicians
- 15 new firefighters graduated from recruit academy
- Established improved method for evaluating recruits' proficiency with firefighting skills during the recruit academy
- Improved Training score used to determine ISO rating
- Implemented and provided training to all personnel on our new Fire/EMS reporting system (Emergency Networking)

### Fire Operations: Suppression

- Delivery of two new fire apparatus
- Reduction in total number fire related deaths
- Conducted Officer Development Program (ODP) for 15 personnel
- Certified 2 additional instructors, as well as 15 additional personnel in Blue Card Incident Command Management System
- Reduced the absenteeism rate of TFD personnel EMS Division

### EMS Division

- Completed AEMT training for 7 personnel, and EMT training for 4 new recruits
- Work started with I.T. to build QA/QI database
- Joint QA/Qi process with AMR
- 7 personnel trained as American Heart Association ACLS and/or BLS instructors
- Started additional quarterly training for our ALS personnel

# FIRE

## Performance Measures

Performance Measure	2021	2022	2023	Target
Average "chute time" of TFD units to emergent calls of all types	N/A	New Measure	96 seconds	90 seconds
Average "response time" of TFD units to emergent calls of all types	N/A	New Measure	322 seconds	240 seconds
Average response time of TFD units to emergent level BLS calls	374 seconds	305 seconds	285 seconds	285 seconds
Citizen's Academy			20	20
Clearance rate of arson cases investigated within the city	N/A	New Measure	0.27	0.4
Completion of TFD recruit academy for new hires	14	15	19	18
Number of arson fires within the city	85	51	44	35
Number of duty related injuries to suppression personnel	N/A	30	19	0
Number of investigation personnel with law enforcement certification	1	2	3	4
Number of personnel certified to the AEMT and/or Paramedic level	N/A	21	27	27
Number of recertification hours completed for EMS certifications for TFD personnel	3046	3730	4547	4000
Number of requests for fire extinguisher training within the community	0	2	17	25
Number of USD 501 schools receiving fire safety program education	2	4	17	15
Personnel in the Officer Development Program	0	15	15	15
Successful completion of all plans reviews in accordance with time constraints established as part of overall city review	685	569	778	575
Total number of fatalities related to fires	N/A	6	4	0
Total number of inspections in apartment buildings	321	307	143	150
Total Number of Training Hours Delivered	59012	58372	60486	60000
Total response time of less than 480 seconds to Delta/Echo ALS level calls	N/A	New Measure	N/A	>90%
Total time to start emergency treatment from dispatch time	N/A	New Measure	In Development	
Total time to start treatment from dispatch time	N/A	New Measure	In Development	

# FIRE

## Goals

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### Fire Administration

- Finalize the review of all TFD policies and procedures through the Lexipol software system to increase overall department efficiencies
- Transition to Emergency Networking reporting software for the utilization of their inventory program for more accurate tracking of the age and location of specific items
- Assist with other city departments in the transition of various new software being implemented
- Complete manufacturing process and delivery of multiple fire apparatus
- Complete remodel of fire station 9
- Continue recruiting and retention efforts to ensure a workforce more reflective of the community as a whole.

### Fire Prevention: Inspections and Investigations

- Inspect 90+% of apartments with interior/common corridors
- Inspect 95% of all assembly occupancies with an occupant load of >300
- Inspect 50% of assembly occupancies >50
- Permit all mobile food vendors operating within city limits
- Implement Permitting and Plan Review Module for precise tracking and validation
- Inspect 100% of MOU list for OSFM
- Reduce the total number of arson fires within the city
- Clearance rate of 40% for arson fires within the city
- Complete new fire investigator training

### Fire Prevention: Public Education

- Completion of an annual Citizens' Academy
- Completion of fire safety program in all USD 501 elementary schools.
- Implement new fire extinguisher trainer system
- Completion of all requests for fire extinguisher training within the city.

### Training Division

- Provide training required to meet ISO standards
- Provide education hours to all personnel required to meet EMS continuing education requirements of the Board of EMS
- Train additional recruit firefighters
- Continue to increase hands-on training to TFD personnel (both fire and EMS training)
- Continue development of two new Training Officers

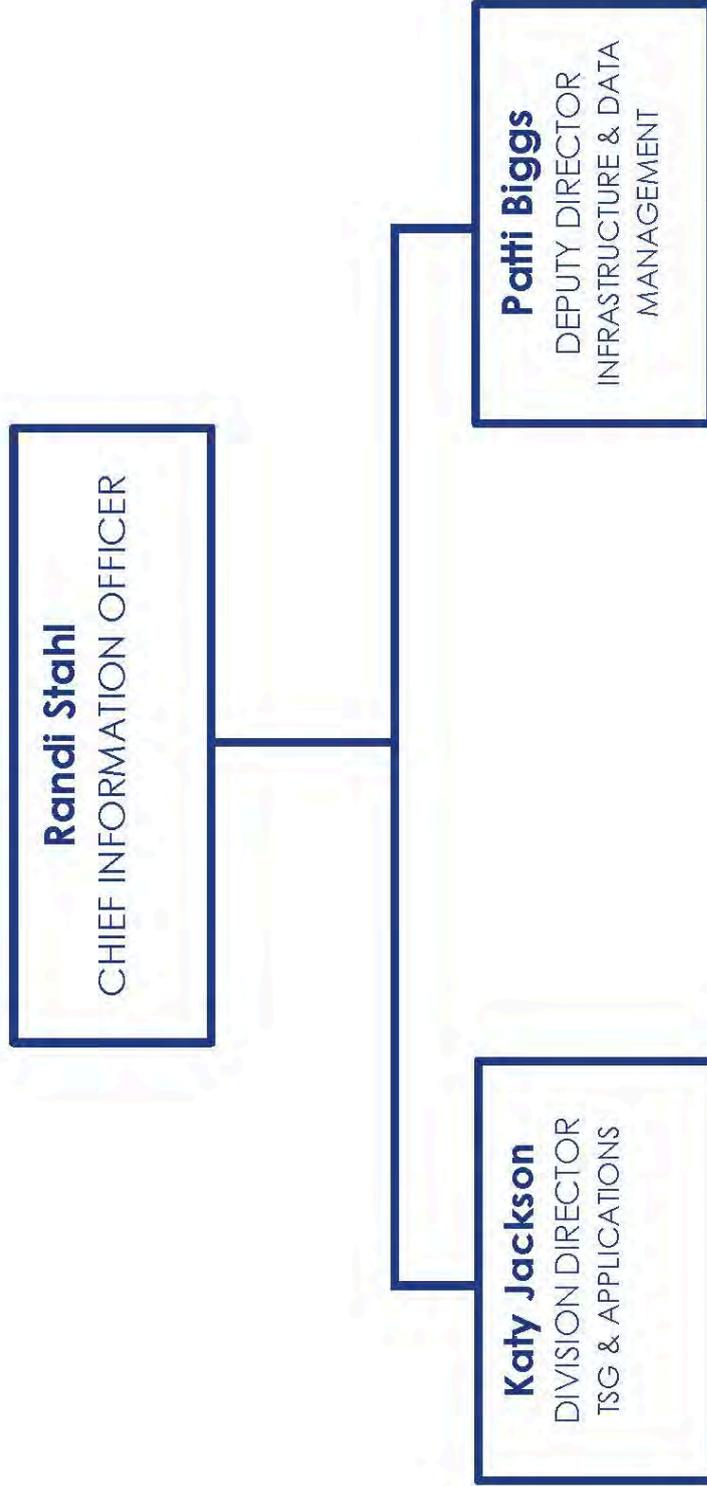
### Fire Operations: Suppression

- Decrease average response time of TFD units to emergent calls of all types.
- Reduce total number of fatalities related to fires to 0.
- Reduce number of duty related injuries to fire personnel.
- Reduce average "turn-out time" (out of the station) of TFD units to emergent calls of all types.
- Increase number of TFD personnel certified in Blue Card Incident Management System.
- Delivery of Camp Courage.
- Delivery of Officer Development Program ODP

### EMS Division

- Increase number of current fire companies to ALS response level
- Work with local hospitals to develop patient outcomes section in Emergency Networking
- Improve management and tracking of EMS equipment and supplies
- Continue working to establish tracking benchmarks associated with cardiac arrest calls
  - Start tracking program for the following in cardiac arrest calls
    - Time unit dispatched
    - Time CPR started
    - Time first defibrillation delivered
    - Return of spontaneous circulation (ROSC)

# INFORMATION TECHNOLOGY



The Information Technology Department is responsible for all Telecommunications, Computing and Business System functions and to provide critical information systems and services of the highest quality to assure availability of accurate, reliable, and timely information necessary for the support and operation within the computing enterprise of the City of Topeka.



# INFORMATION TECHNOLOGY

The Information Technology Department delivers information technology services to all City departments. The IT Department contains three divisions: Business Systems, Computing, and Telecommunications. The IT Business Systems consists of back-end support, application implementation, data analytics, and web development. The IT Computing division consists of data networking services, computer systems and help desk support services, server and network storage systems, and information security systems. The IT Telecommunications Program consists of four primary services that include outside plant fiber optic system, structured cabling services, leased telephone circuit services, and telephone system services.

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
613 - Information Technology	(\$4,636,382)	(\$5,292,172)	(\$5,970,730)	(\$6,734,468)
<b>Total</b>	<b>(\$4,636,382)</b>	<b>(\$5,292,172)</b>	<b>(\$5,970,730)</b>	<b>(\$6,734,468)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$4,636,382)</b>	<b>(\$5,292,172)</b>	<b>(\$5,970,730)</b>	<b>(\$6,734,468)</b>
Personnel	(\$1,888,085)	(\$2,075,887)	(\$2,822,067)	(\$3,158,763)
Other Payments		(\$0)		\$0
Debt	(\$413,089)			
Contractual	(\$2,287,118)	(\$3,146,743)	(\$3,071,025)	(\$3,499,645)
Commodities	(\$48,090)	(\$22,641)	(\$77,638)	(\$76,060)
Capital Outlay		(\$46,902)		\$0
<b>Total</b>	<b>(\$4,636,382)</b>	<b>(\$5,292,172)</b>	<b>(\$5,970,730)</b>	<b>(\$6,734,468)</b>

## Changes from 2024 Budget

→ Prices in technology have increased computer cost 25% over the last 18 months (\$400,000)

# INFORMATION TECHNOLOGY

## Accomplishments

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- Successfully completed the integration of the Technical Support Group division into the IT department
- Continually support City staff with technology issues as they arose
- Provided continual telecommunications service to City departments throughout the HVAC relocation project.
- Successfully worked with staff to resolve citizen SeeClickFix tickets

## Performance Measures

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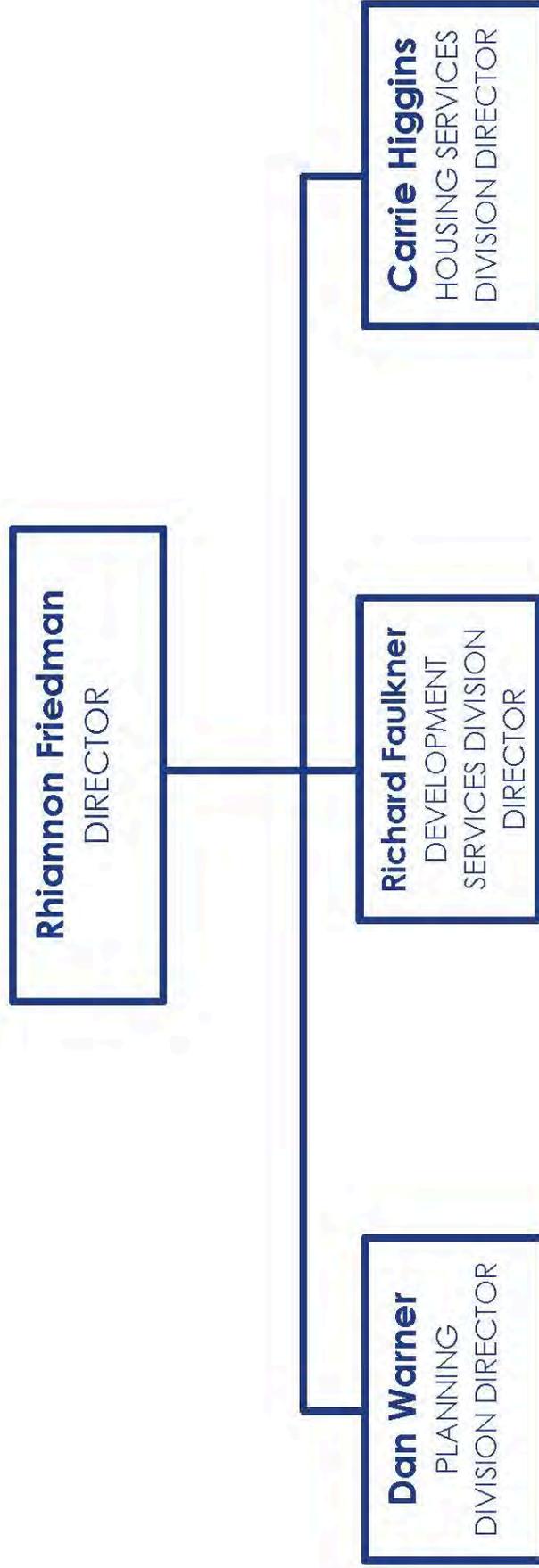
Performance Measure	2021	2022	2023	Target
Complete migration to OneDrive	N/A	N/A		In Development
ERP Implementation Plan Document creation	N/A	N/A		In Development
Number of support tickets resolved	N/A	N/A		In Development
Published IT Department Strategic Plan	N/A	N/A		In Development

## Goals

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- Continue upgrades of GIS software and maps to increase capability of decision making for infrastructure projects within the city
- Continue migration to the new Microsoft environment for Microsoft applications utilized by city staff in all areas of the city
- Continue to migrate required retention of data in on-premises file storage (to OneDrive)
- Continue with refining our continuity of operations, disaster recovery and security approaches
- Continue implementation of ERP/Work Order software
- Continue to modernize data tracking and reporting systems for support to end users
- Update the long-term IT Strategic Plan with short and long-term objectives that address the vision of the city and describes the desired outcomes of the IT Department
- Continue to evaluate and gain efficiencies, address the diverse community and staff needs, consider, cost controls, limited staffing, and best practices from city governments in all facets of data management, infrastructure, application management/development, security, and accessibility

# PLANNING AND DEVELOPMENT



The Planning team assists in creating a sustainable and vibrant city by engaging the community in current, comprehensive, and transportation planning and development. Major activities of the Planning Services Division include land use planning, zoning administration, neighborhood revitalization, Comprehensive Plan elements, annexation, regional transportation planning and historic preservation. The Development Services Division is responsible for the permitting, inspection and enforcement of all construction activity and Housing Services is responsible for creating affordable housing opportunities.



# PLANNING & DEVELOPMENT

The Planning & Development department includes the Planning, Development Services, and Housing Services divisions and supports the land development and shelter needs of the community. The Planning division is made up of three functions: comprehensive planning, current planning, and transportation planning. The Development Services division includes three functional areas: permits, inspections, and licensing. The Housing Services division includes housing development, homeless programs, and social services.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> 101 - General Fund	<b>(\$2,681,102)</b>	<b>(\$2,749,575)</b>	<b>(\$3,838,884)</b>	<b>(\$4,298,712)</b>
Planning - Development Services	(\$1,861,914)	(\$1,826,603)	(\$2,243,244)	(\$2,347,332)
Planning Department	(\$819,187)	(\$917,656)	(\$1,250,999)	(\$1,382,033)
Housing Division		(\$5,316)	(\$344,642)	(\$569,348)
<b>Total</b>	<b>(\$2,681,102)</b>	<b>(\$2,749,575)</b>	<b>(\$3,838,884)</b>	<b>(\$4,298,712)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$2,681,102)</b>	<b>(\$2,749,575)</b>	<b>(\$3,838,884)</b>	<b>(\$4,298,712)</b>
Personnel	(\$2,166,087)	(\$2,406,747)	(\$3,259,323)	(\$3,545,501)
Contractual	(\$486,300)	(\$315,797)	(\$548,431)	(\$603,382)
Commodities	(\$28,715)	(\$27,031)	(\$31,130)	(\$31,900)
Capital Outlay				(\$117,929)
<b>Total</b>	<b>(\$2,681,102)</b>	<b>(\$2,749,575)</b>	<b>(\$3,838,884)</b>	<b>(\$4,298,712)</b>

## Changes from 2024 Budget

→ No material changes for 2025 budget.

# PLANNING & DEVELOPMENT

## Accomplishments

- Expanded the Equity.Access.Shelter program to include a Housing Navigator and improved data entry in the HMIS system allowing the use of coordinated entry for services.
- Completed Accessory Dwelling Unit text amendment
- Completed updates to the Neighborhood Health Map and the Neighborhood Revitalization Plan
- Completed zoning code amendments related to incentivizing attainable housing projects
- Maintained 99% on inspection completed as scheduled
- Adopted the 2021 International Residential Code

## Performance Measures

Performance Measure	2021	2022	2023	Target
Weatherization - number of homes	9	20	28	30
Voluntary Demolition - number of homes	5	1	1	5
TOTO- Number of newly owned homes receiving rehab	4	6	6	10
Shelter Plus Care- Households served	330	530	430	400
Rapid Rehousing - Households served	186	53	36	40
Property Code Repairs - number of homes	16	16	24	12
Number of renters receiving deposit assistance	60	71	53	50
Neighborhoods and Properties Surveyed and Adopted as Historic Districts or Neighborhood Conservation Districts (NCD)	215	150	65	169
Miles of Sidewalks	714	726	747	750
Miles of Separated Bikeways	25	28	32	45
Miles of Bikeways	76	79	97	105
Major Rehab - number of homes	1	1	3	9
Infill - number of new duplexes for rentals	1	1	1	1
Homelessness Prevention- Households served	282	69	65	75
Exterior Rehab - number of homes	1	1	1	5
Emergency Rehab - number of homes	32	42	50	55
Credit Counseling - number of households served	145	156	156	200
CHDO - number of new duplexes for rentals	2	2	3	1
Cases closed at violation	N/A	14	27	21
Cases closed at courtesy	N/A	34	58	46
Cases closed at court	N/A	1	0	3
Accessibility modifications - number of homes	31	25	26	25

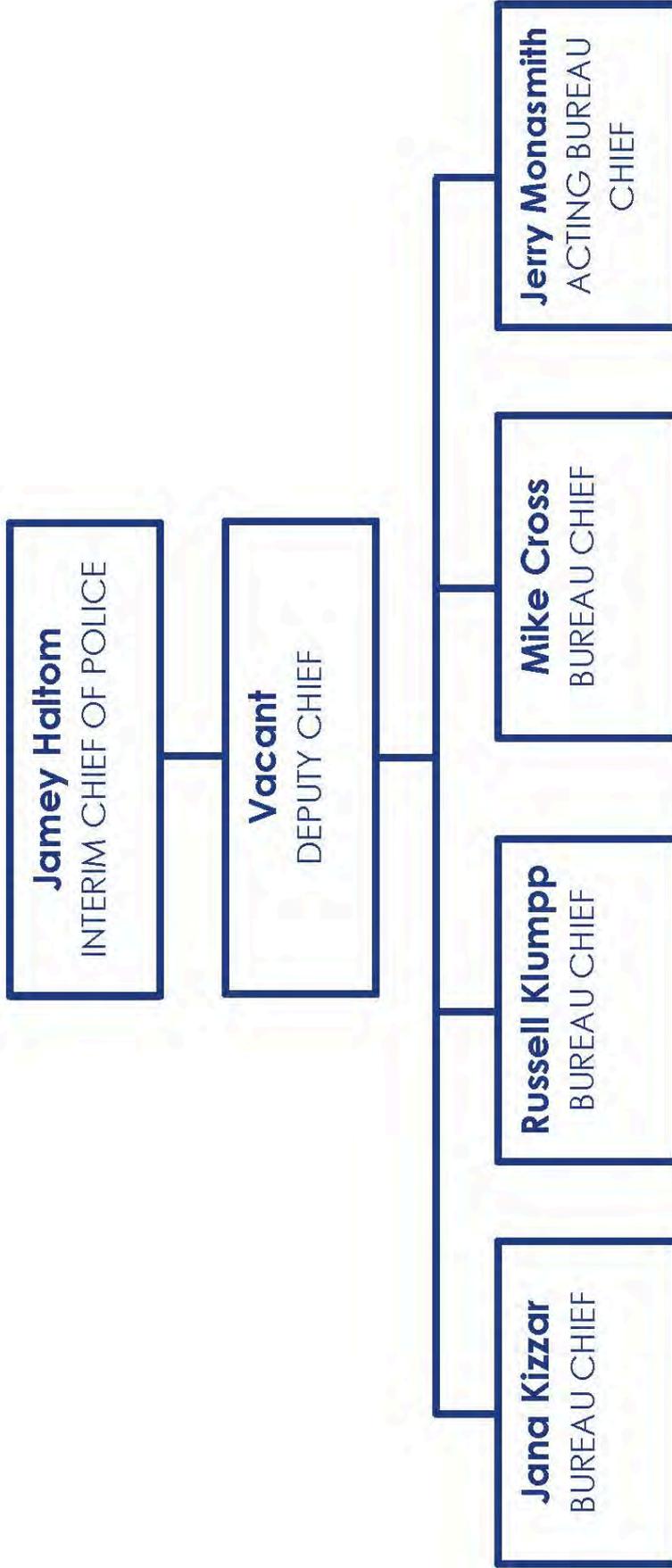
# PLANNING & DEVELOPMENT

## Goals

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- Transition EAS to Built for Zero
- Implement the findings of the Homeless Innovation Project
- Complete additional Missing Middle text amendments to the zoning code
- Begin implementing projects associated with the Safe Routes to School Plan
- Implement 2-year licensing
- Staff trade boards to full capacity
- Adopt the 2024 international building code, uniform plumbing code, and uniform mechanical code

# POLICE DEPARTMENT



The Topeka Police Department is committed to providing a safe environment for citizens who live, work and play in our capital city. We will constantly evaluate and improve our efforts to partner with our community with the goal of improving the quality of life in Topeka, Kansas.



# POLICE

The Police department maintains safety and prevents criminal activity throughout the City of Topeka. The Police department's Executive Bureau maintains the overall integrity and security of the department. The department also runs several other divisions including Criminal Investigation, Field Operations, Community Outreach, and Property Maintenance.

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> 101 - General Fund	<b>(\$40,570,883)</b>	<b>(\$45,317,430)</b>	<b>(\$49,877,076)</b>	<b>(\$58,369,406)</b>
Police Department	(\$38,330,239)	(\$42,942,799)	(\$47,392,888)	(\$55,599,702)
Neighborhood Relations/Code Enforcement	(\$2,240,644)	(\$2,374,631)	(\$2,484,187)	(\$2,769,704)
<b>Total</b>	<b>(\$40,570,883)</b>	<b>(\$45,317,430)</b>	<b>(\$49,877,076)</b>	<b>(\$58,369,406)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$40,570,883)</b>	<b>(\$45,317,430)</b>	<b>(\$49,877,076)</b>	<b>(\$58,369,406)</b>
Personnel	(\$33,423,832)	(\$37,108,610)	(\$40,679,515)	(\$48,066,100)
Contractual	(\$5,240,624)	(\$5,308,970)	(\$6,365,121)	(\$6,911,751)
Commodities	(\$1,445,353)	(\$2,131,893)	(\$2,253,199)	(\$2,408,068)
Capital Outlay	(\$461,074)	(\$767,958)	(\$579,240)	(\$983,487)
<b>Total</b>	<b>(\$40,570,883)</b>	<b>(\$45,317,430)</b>	<b>(\$49,877,076)</b>	<b>(\$58,369,406)</b>

## Changes from 2024 Budget

- Increase in contract with VALEO for Behavioral Health Unit (\$60,000)
- Commodities increased to cover Axon Camera/Taser upgrade (105,000)
- Capital Outlay purchases to include 12 Front Line Vehicles, 2 Animal Control Trucks, and 2 Detective Vehicles (\$300,000)
- Fuel Increase (\$17,000)
- Personnel Increase is based off the current status of the FOP Contract

# POLICE

## Accomplishments

- Successful implementation of Kansas River Bank Clean up.
- Expanded community partnerships through Topeka Civic Theater Public Safety Team Summer Camp Scholarship.
- Transition to Interim Police Chief.
- Exceeded the national homicide clearance rate.
- Implemented innovative recruitment strategies for new recruits and lateral transfers.
- Acquired new incident command trailer after nearly a two-year project.

## Performance Measures

Performance Measure	2021	2022	2023	Target
Attendance of Commanders at community meetings	198	454	640	600
Burglary cases cleared (%)	11	12	12	N/A
Homicide cases cleared (%)	93	78	80	N/A
Number of abatements	1115	970	979	1200
Number of calls for service	86646	84716	88024	N/A
Number of calls for service - Animal Control	4112	4890	5040	N/A
Number of cases presented to the grand jury	271	836	735	N/A
Number of City ID's issued	N/A	630	997	1000
Number of criminal cases referred to the City Attorney's Office	427	262	388	400
Number of fatality accidents	15	7	7	N/A
Number of firearms test fired	530	570	531	N/A
Number of hiring/testing opportunities	18	25	40	45
Number of inspections	16406	32072	28552	26000
Number of investigative reports processed	90623	90457	97531	95000
Number of mental health service calls responded to	1844	1525	1616	N/A
Number of NIBIN leads	87	138	331	N/A
Number of non-fatality accidents	2857	3322	3489	N/A
Number of victims served by the in house advocate	3357	2451	3404	N/A
Number of volunteer hours	6095.5	6772.95	6694.25	7000

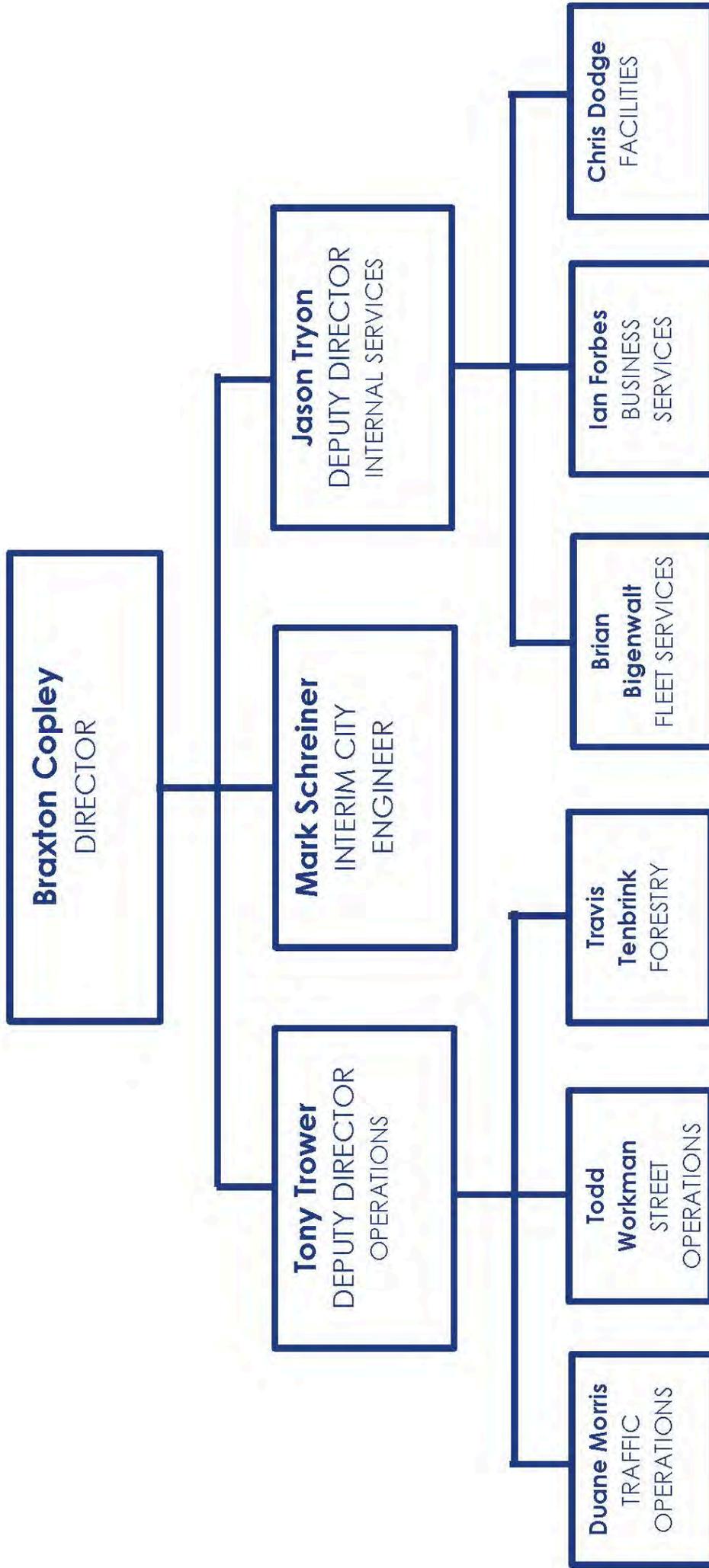
# POLICE

## Goals

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- Expand investigative capabilities through the use of NIBIN technology
- Meet or exceed the national homicide clearance rate
- Decrease vacancies in sworn personnel through innovative recruitment and retention efforts
- Increase investigative abilities through partnership with the Real Time Crime Center
- Expand investigative capabilities through the expansion of the UAS program
- Continue to grow community partnerships through direct involvement on board and program representation

# PUBLIC WORKS



Our mission is to enhance the community by providing and maintaining quality infrastructure and public services. Our vision is to create an environment conducive to the development of sustainable economic growth that will improve the quality of life for future generations.



# PUBLIC WORKS

The Public Works department runs several divisions to help maintain and construct infrastructure in the City. The Administration division operates and maintains the City's infrastructure including streets, parking, traffic signals, signs and markings, forestry, bridges, city facilities, and fleet services. The Engineering division reviews and administers all public street improvement projects, inspects work performed in each public right-of-way, maintains and controls all survey data within the city, and manages the city bridge inspection and maintenance program.

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
101 - General Fund	(\$7,113,162)	(\$6,790,654)	(\$8,335,471)	(\$8,880,728)
275 - 0.5% Sales Tax (Jedo Proj)	(\$6,481,591)	(\$7,356,405)	(\$15,244,820)	(\$9,798,500)
276 - Federal Funds Exchange	(\$2,855,342)	(\$499,400)	(\$3,750,000)	(\$2,215,000)
291 - Special Street Repair	(\$5,182,332)	(\$6,165,267)	(\$8,208,806)	(\$8,273,652)
292 - Sales Tax Street Maint	(\$8,986,051)	(\$17,440,245)	(\$32,660,128)	(\$31,122,760)
601 - Public Parking	(\$2,647,479)	(\$2,903,549)	(\$3,079,418)	(\$2,805,138)
614 - Fleet Management	(\$2,173,652)	(\$2,503,097)	(\$3,934,274)	(\$3,675,557)
615 - Facilities Operations	(\$4,492,786)	(\$3,056,947)	(\$3,657,295)	(\$3,519,166)
<b>Total</b>	<b>(\$39,932,395)</b>	<b>(\$46,715,564)</b>	<b>(\$78,870,211)</b>	<b>(\$70,290,502)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input checked="" type="checkbox"/> Expenses	<b>(\$39,932,395)</b>	<b>(\$46,715,564)</b>	<b>(\$78,870,211)</b>	<b>(\$70,290,502)</b>
Personnel	(\$9,627,985)	(\$10,929,507)	(\$12,772,627)	(\$13,473,813)
Other Payments	(\$1,667,998)	\$10,409	(\$13,750,000)	(\$5,175,500)
Debt	(\$635,269)	(\$846,223)	(\$815,622)	(\$620,603)
Contractual	(\$26,079,662)	(\$33,322,388)	(\$46,233,796)	(\$47,798,762)
Commodities	(\$1,751,927)	(\$1,302,095)	(\$3,805,120)	(\$2,209,274)
Capital Outlay	(\$169,554)	(\$325,760)	(\$1,493,046)	(\$1,012,550)
<b>Total</b>	<b>(\$39,932,395)</b>	<b>(\$46,715,564)</b>	<b>(\$78,870,211)</b>	<b>(\$70,290,502)</b>

# PUBLIC WORKS

## Changes from 2024 Budget

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### General Fund

→ Increase in \$600,000 in engineering consultant fees

### Countywide Half-Cent Sales Tax (JEDO)

→ With the 17th Street Project being pushed out projected expenses for FY25 have decreased (\$1,500,000)

### Federal Funds Exchange

→ Increase in FFE funded projects (\$575,000)

### Special Street Repair

→ Increase in construction services (\$100,000)

### Citywide Half-Cent Sales Tax

→ Spending reflect CIP Authority

### Fleet

→ No material changes

### Facilities

→ No material changes

## Accomplishments

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### Transportation Operations

- Updated the 8th Street corridor from Topeka Blvd to Madison with pedestrian actuated intersections
- Implemented pilot solar street light program
- Reached full staffing capacity for street maintenance
- Introduced into practice applying brine mix for winter weather events
- Maintained 80% completion rate of forestry work orders within a 90-day window
- Arbor Day planting with Governor and Kansas Arborist Association

### Facilities

- Completed City Hall Boiler conversion and TPAC air handling unit and continue to work on HVAC replacement
- Replaced various mechanical features at the Law Enforcement Center and Fire Department Facilities
- Replaced roofs at Fire Stations 4 and 7 and the Water Distribution Building

### Fleet

- Delivered reports on vehicle and equipment asset management
- Achieved nearly full staffing
- Year to date (6/13/24) value of surplus items sold on Govdeals.com was \$82,344

### Parking

- Repaired/replaced lighting in parking garages
- Increased adoption of app based pay to 38.2%
- ADA accessible parking and door openers installed at Coronado Garage

# PUBLIC WORKS

## Goals

### Transportation Operations

- Implement an asset/GIS based program
- Assist with the safe route to school program to include the upgrade of all school flashers and signage to meet the latest industry standards.
- Upgrade street maintenance fleet and other equipment
- Initiate new training program for motor grader and paver
- Continue Tree City USA recognition
- Develop tree planting plan and funding source

### Facilities

- Complete TPAC HVAC replacement
- Improve accessibility of City facilities

### Fleet

- Increase enrollment in the City's vehicle and equipment replacement fund
- Prepare Light Duty Fleet Shop for transition to next location
- Maintain fleet readiness above 90%

### Parking

- Modernize garages through the ongoing repair program and utilize new technologies
- Improve financial sustainability through increasing occupancy and reducing past due accounts
- Improve and maintain customer service

## Performance Measures

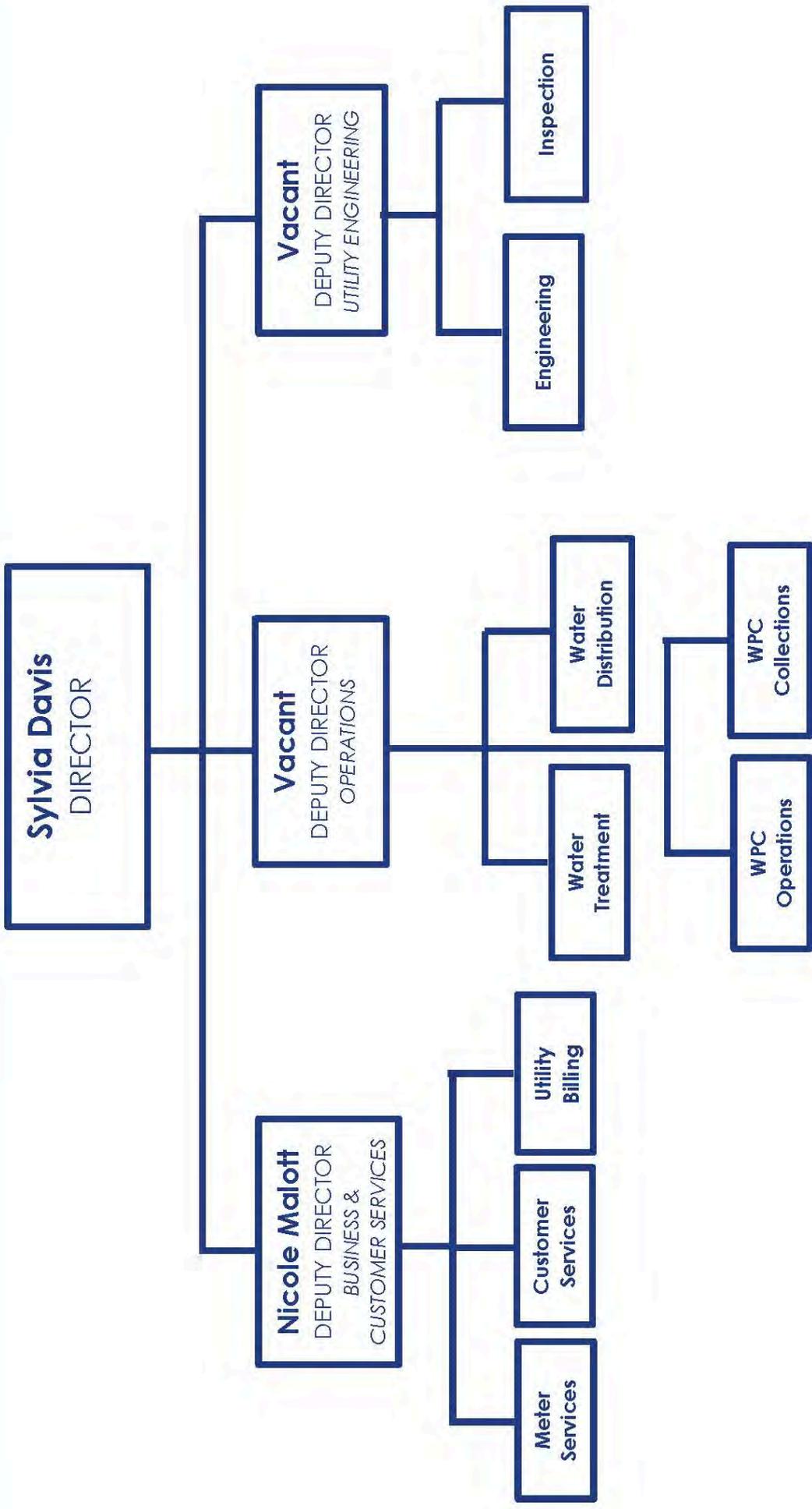
Performance Measure	2021	2022	2023	Target
# of Crosswalks converted per year	N/A	50	50	54
Average Age of Asset	N/A	9.55 years	8.63 years	3-5 years
Crack Sealing Linear Feet	118200	129000	100195	130000
Number of Alleys Maintained (blocks)	369	220	277	300
Number of Emergency Work Orders	N/A	410	537	400
Number of Long Lines Marked per Year	N/A	285	285	285
Number of Miles Aggregate Alley Maintained	40	23	29	40

# PUBLIC WORKS

## Performance Measures Continued

Performance Measure	2021	2022	2023	Target
Number of Non-Emergency Work Orders	N/A	778	1148	1000
Number of Potholes Filled	27088	33332	36580	30000
Number of scheduled maintenance work orders	265	443	443	440
Number of scheduled maintenance work orders	N/A	242	242	231
Number of Signs Installed per Year	1327	1250	1250	1200
Number of trees pruned or raised	1500	1000	1216	1100
Number of trees removed	312	300	320	300
Number of Winter Weather Events Managed	11	13	4	5
Number of Work Orders	57	80	25	25
Number of Work Orders	N/A	79	79	N/A
Preventative Maintenance vs. Corrective Maintenance (%)	N/A	75% (CM) 25% (PM)		75% (PM) 25% (CM)
Preventative vs. Corrective Maintenance (%)	40 PM/60 CM	34 PM/66CM	39 PM/61 CM	80 PM/20 CM
Project Closeout within 30 days				1
Signalized Intersections Replaced	3	3	3	3
Street Sweeping Lane Miles	3735	4305	3081	4300
Streetlight Outage Complaint	N/A	66	66	50
Tons of Bulk Deicing Material	2260	4030	1284	4000
Vehicle Availability	0.946	0.9457	0.9229	>90
Work Order Completion Rate within 90 days	N/A	81.9	84.2	80

# UTILITIES



From river to river, we manage water—protecting the health and safety of our community.



# WATER

The Water Utility produces our community's safe drinking water and manages all operations and maintenance of the water system in order to supply water to Topeka, Shawnee County, and surrounding areas.

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
621 - Water Utility	(\$41,138,970)	(\$40,916,874)	(\$52,593,962)	(\$56,528,377)
<b>Total</b>	<b>(\$41,138,970)</b>	<b>(\$40,916,874)</b>	<b>(\$52,593,962)</b>	<b>(\$56,528,377)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$41,138,970)</b>	<b>(\$40,916,874)</b>	<b>(\$52,593,962)</b>	<b>(\$56,528,377)</b>
Personnel	(\$7,860,171)	(\$8,444,351)	(\$10,892,607)	(\$11,604,432)
Other Payments	(\$34,842)	(\$4,157)	(\$9,124,425)	(\$8,007,100)
Debt	(\$13,741,622)	(\$11,280,698)	(\$10,704,226)	(\$13,592,479)
Contractual	(\$11,871,956)	(\$11,633,998)	(\$12,284,960)	(\$12,816,876)
Commodities	(\$7,630,379)	(\$9,553,671)	(\$9,187,745)	(\$10,107,490)
Capital Outlay			(\$400,000)	(\$400,000)
<b>Total</b>	<b>(\$41,138,970)</b>	<b>(\$40,916,874)</b>	<b>(\$52,593,962)</b>	<b>(\$56,528,377)</b>

## Changes from 2024 Budget

- Commodities budget increase of approximately 10% is driven by an increase in water quality testing and inflation in prices of lab supplies and materials used for water treatment and distribution. (\$1,100,000)
- Debt and Other Payments budgets are linked to existing debt, anticipated debt service revenue bonds, and capital cash transfers (\$2,800,000)

# WATER

## Accomplishments

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*\*(2024 metrics are through June 30, 2024)*

### Water main breaks repaired

→ 2023 - 680

→ 2024\* - 286 YTD

→ **Meet or exceeded all KDHE requirements for safe, clean drinking water ; Completed five of the recommended Risk & Resiliency improvements**

→ **Zero findings on 2023 financial audit**

→ **14,351 LF of water mains replaced or rehabilitated in 2023 including:**

SW Gage Blvd from SW 10 St to SW Huntoon St

SW 21 from SW Washburn Ave to SW Fillmore St

**9,473 LF of water main replaced or rehabilitated in 2024\* YTD**

### Customer Service

→ 2023 Customers Assisted:

Answered 120,362 calls to 368-3111

Assisted 31,215 walk-in customers at City Express

Responded to 4,042 on-line inquiries

→ 2024\* Customers Assisted - YTD

Answered 62,690\* calls to 368-3111

Assisted 15,116\* walk-in customers at City Express

Responded to 4,603\* on-line inquiries

→ Maintained improved Call Center service level

### Meter Services:

→ Service Orders:

2023 - 50,696 complete

2024\* - 22,661 completed YTD

→ Water Meter Exchanges

2023 – 7,299 completed

2024\* – 980 completed YTD

### Utility Billing

→ Utility Bills Generated for City Utilities & SNCO Solid Waste

2023 - 734,263 bills generated

2024\* - 375,940 generated YTD

→ 4.3% increase in paperless customer accounts in 2023

# WATER

## Performance Measures

Performance Measure	2021	2022	2023	Target
Accounts Receivable invoices paid in timely manner according to City policy (%)	N/A	New Measure	100	95
Average AMI reading captured	N/A	New Measure	52573	N/A
Average gallons of water distributed daily	21.35 MG/day	23.63 MG/day	24.42 MG/day	N/A
Billing accuracy, as a percentage	0.0215	0.0223	0.023	0.05
Call Center Service Level (%)	77.4	71.7	74.25	90
Drinking water compliance rate	100	100	100	100
Highest number of gallons of water distributed	34.77 MG	36.77 MG	37.82 MG	N/A
Length of time to repair water main breaks (hours)	N/A	5	5.5	< 5
Linear Feet of sanitary sewer mains replaced or rehabilitated per year	16430	18368	5630	17000
Linear Feet of storm sewer mains replaced or rehabilitated per year	16430	3009	12749	8000
Linear Feet of water mains replaced or rehabilitated per year	9283	14610	14531	12000
Number of bills generated	711548	731238	734263	730000
Number of calls received	121461	112928	120362	N/A
Number of hydrants receiving preventative maintenance	419	40	3	1000
Number of large meters tested	N/A	New Measure	3	In Development
Number of meters replaced	11431	10126	7299	10800
Number of paper suppressed accounts	N/A	New Measure	24346	In Development
Number of payments processed via CSR	N/A	New Measure	47855	N/A
Number of SCADA staff call back events	N/A	21	47	N/A
Number of service orders completed	N/A	61839	59382	60000
Number of skipped meter readings	1308	928	511	850
Number of valves receiving preventative maintenance	1041	32	3	1500

# WATER

## Performance Measures

Performance Measure ▲	2021	2022	2023	Target
Number of walk-in customers	34889	33202	31215	N/A
Purchasing card transactions approved and closed according to City policy (%)	N/A	New Measure	100	95
Remote site communications up time (percentage)	N/A	New Measure	99.95	100

## Goals

### Begin Water Treatment Plant Rehabilitation projects:

- West Intake Rehabilitation Construction
- Chemical Building Rehabilitation Construction
- East Plant Basin Rehabilitation Design
- Begin design stage of painting Quincy Water tower
- Meet or exceeded all KDHE requirements for safe, clean drinking water
- Improve time required to repair broken water mains to 5 hours or less
- Resume preventative maintenance for hydrants and valves

### Complete ongoing meter exchange program

- 1,534 remaining to exchange

### Complete water main replacement or rehabilitation projects at:

- SW Randolph Ave from SW 22<sup>nd</sup> St. to SW 24th St.
- SW Moundview
- SW Stoneybrook
- Montara Neighborhood Phase I
- SW Boswell
- Gemini & Aries

### Customer Service:

- Increase electronic customer communication by 3% over prior year
- Improve and maintain Call Center service level

### Meter Services:

- Complete ongoing meter exchange program
- Test 7 large meters

### Utility Billing:

- Increase paperless customer accounts by 2% over prior year
- Maintain billing accuracy rate of at least 99.95%
- Increase proactive customer contact regarding continuous consumption/ possible leak event by 3% over prior year

# STORMWATER

The Stormwater Utility operates and maintains the City's flood protection and drainage systems. Services of the Stormwater Utility are primarily managed by the Water Pollution Control division. Services include stormwater collection system maintenance, levee system operations and maintenance, and best management practices (BMP).

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
623 - Stormwater Utility	(\$6,701,741)	(\$7,121,712)	(\$13,708,172)	(\$12,727,220)
<b>Total</b>	<b>(\$6,701,741)</b>	<b>(\$7,121,712)</b>	<b>(\$13,708,172)</b>	<b>(\$12,727,220)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$6,701,741)</b>	<b>(\$7,121,712)</b>	<b>(\$13,708,172)</b>	<b>(\$12,727,220)</b>
Personnel	(\$1,487,041)	(\$1,765,598)	(\$2,347,212)	(\$2,453,053)
Other Payments			(\$6,275,991)	(\$4,786,200)
Debt	(\$2,285,765)	(\$1,910,144)	(\$2,188,192)	(\$2,567,519)
Contractual	(\$2,646,036)	(\$3,132,486)	(\$2,323,441)	(\$2,361,487)
Commodities	(\$254,352)	(\$313,485)	(\$223,335)	(\$258,961)
Capital Outlay	(\$28,547)		(\$350,000)	(\$300,000)
<b>Total</b>	<b>(\$6,701,741)</b>	<b>(\$7,121,712)</b>	<b>(\$13,708,172)</b>	<b>(\$12,727,220)</b>

## Changes from 2024 Budget

- Debt and Other Payments budgets are linked to existing debt, anticipated debt service revenue bonds, and capital cash transfers (\$379,000)
- Commodities increase (\$35,000)

# STORMWATER

## Accomplishments

**\*(2024 metrics are through June 30, 2024)**

- 71,262 LF of Storm Sewer pipes cleaned in 2023  
2024\* - 2,623 LF YTD
- 8,676 Stormwater Inlets cleaned and inspected in 2023  
2024\* - 3,227 YTD
- 12,749 LF of Stormwater mains replaced or rehabilitated in 2023  
2024\* - 1,722 LF YTD

Performance measures for 2024 are on track to be met:

- Mowing of levees to control unwanted vegetation
- Conducting 130 outfall inspections
- Conducting four controlled burns
- Participating in four public involvement events
- Coordinate one public event
- Collect 12 bi-weekly stream samples for detecting illicit discharge
- Annual and bi-annual inspections of ditches and channels
- Annual maintenance and exercising of levee sluice gates, and relief wells

## Performance Measures

Performance Measure	2021	2022	2023	Target
Completed Outfall Inspections	N/A	113	130	100
Controlled Burns Conducted	N/A	2	3	3
Erosion & Sediment Control Submittals Reviewed	N/A	339	422	400
Linear feet of storm sewer mains cleaned	112710	43225	71262	100000
Number of storm sewer inlets inspected and cleaning	13401	14607	8676	6572
Percentage of Levee maintenance and exercising of levee sluice gates, and relief wells completed	100	100	100	100
Stream Samples Collected	N/A	23	25	12

# STORMWATER

## Goals

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- Meet 2025 Performance Metrics
- Conduct 130 outfall inspections
- Conduct four controlled burns
- Participate in four public involvement events, such as trash cleanup, citizen's academy, etc. and coordinate one
- Apply for grants to assist with EFS projects and operations

# WASTEWATER

The Wastewater Utility collects and treats wastewater at three treatment plants to protect the health and safety of our community. Services of the Wastewater Utility are primarily managed by the Water Pollution Control division.

## Department Budget History

Fund Search ▲	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
625 - Wastewater Fund	(\$28,346,554)	(\$28,700,292)	(\$45,867,083)	(\$41,111,308)
<b>Total</b>	<b>(\$28,346,554)</b>	<b>(\$28,700,292)</b>	<b>(\$45,867,083)</b>	<b>(\$41,111,308)</b>

Main Type ▼	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input checked="" type="checkbox"/> Expenses	<b>(\$28,346,554)</b>	<b>(\$28,700,292)</b>	<b>(\$45,867,083)</b>	<b>(\$41,111,308)</b>
Personnel	(\$4,811,924)	(\$5,401,479)	(\$6,397,876)	(\$6,959,796)
Other Payments	(\$31,989)	(\$32,894)	(\$17,915,584)	(\$7,864,110)
Debt	(\$9,461,463)	(\$8,568,417)	(\$8,813,347)	(\$11,724,199)
Contractual	(\$12,228,480)	(\$12,595,048)	(\$10,366,591)	(\$11,673,653)
Commodities	(\$1,812,698)	(\$2,102,454)	(\$2,073,685)	(\$2,539,551)
Capital Outlay			(\$300,000)	(\$350,000)
<b>Total</b>	<b>(\$28,346,554)</b>	<b>(\$28,700,292)</b>	<b>(\$45,867,083)</b>	<b>(\$41,111,308)</b>

## Changes from 2024 Budget

→ Increase of approximately 13% in the contractual budget and 22% increase in commodities for wastewater are a result of shifting of WPC SCADA operations from the Capital Improvement Program to the operations budget and transitioning to a predictive budgeting practice for Shawnee County Wastewater Treatment based on historical costs. Shawnee County expenses are billed back to the County.

# WASTEWATER

## Accomplishments

\*(2024 metrics are through June 30, 2024)

→ **Sanitary Sewer mains cleaned**

2023 - 813,927 LF

2024\* - 560,220 LF YTD

→ **Sanitary Sewer mains replaced or rehabilitated**

12,749 LF in 2023

→ Televiser sanitary sewer mains for current condition

→ Increased biosolids processing by 21%

→ Increased land application by 33%

→ Maintained Compliance with City NPDES Permit requirements

→ Adhered to State and Federal regulations and The Clean Water Act, regarding the treatment and release of wastewater

→ Completed the change of controllers at 31 Wastewater Stations

→ Replaced controllers at the Sherwood Wastewater Plant

→ Reduced calls regarding wastewater odor by 12%

## Performance Measures

Performance Measure	2021	2022	2023	Target
Linear footage of 6" to 15" gravity mains cleaned	1.13 million	974949	813927	1.12 million
Number of bypass events over 8 hours without secondary treatment	11	4	1	0
Number of gallons of wastewater treated	6.9 billion	6.6 billion	5.2 billion	N/A
Number of occurrences resulting in Notice of Violation	10	20	4	0
Response time to customer calls	97	99.5	98	100
The number of system back-up calls	N/A	New Measure	210	N/A

# WASTEWATER

## Goals

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- Rehabilitation of the Grant Jefferson and Shunga Pump Stations & Force Mains
- Complete Plant modifications at North Topeka Wastewater Treatment Plant
- Increase biosolids processing by 7%
- Increase land application by 12%
- Maintain Compliance with City NPDES Permit requirements
- Adhere to State and Federal regulations and The Clean Water Act, regarding the treatment and release of wastewater
- Reduce calls regarding wastewater odor by 8%

# MISC. NON-DEPARTMENTAL

The Non-Departmental budget within the City's General Fund exists primarily to post expenses that are citywide in nature and not generated through the actions of a specific department

## Department Budget History

Fund Search	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget ▲
<input type="checkbox"/> 101 - General Fund	<b>(\$10,310,127)</b>	<b>(\$5,032,312)</b>	<b>(\$4,083,688)</b>	<b>(\$3,876,900)</b>
Prisoner Care	(\$759,963)	(\$945,977)	(\$800,000)	(\$1,100,000)
Social Service Grants	(\$596,135)	(\$546,708)	(\$752,379)	(\$752,500)
Topeka Performance Center	(\$240,284)	(\$404,340)	(\$718,561)	(\$721,860)
Non Departmental - Hotel		(\$691,691)		(\$425,000)
Misc. Non - Departmental	(\$8,016,049)	(\$2,181,061)	(\$1,337,748)	(\$402,530)
Cemeteries	(\$369,696)	(\$222,535)	(\$295,000)	(\$295,000)
Franchise Fee Program	(\$100,000)	(\$100,000)	(\$180,000)	(\$180,010)
Equipment & Improv Nondept	(\$228,000)	\$60,000		
<b>Total</b>	<b>(\$10,310,127)</b>	<b>(\$5,032,312)</b>	<b>(\$4,083,688)</b>	<b>(\$3,876,900)</b>

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget ▼
<input type="checkbox"/> Expenses	<b>(\$10,310,127)</b>	<b>(\$5,032,312)</b>	<b>(\$4,083,688)</b>	<b>(\$3,876,900)</b>
Personnel			\$1,774,863	\$3,154,048
Capital Outlay	(\$516,702)	(\$101,392)		\$0
Other Payments	(\$5,981,189)	(\$239,630)	(\$1,600,000)	(\$232,000)
Commodities	(\$2,559)	(\$313,539)		(\$425,000)
Contractual	(\$3,809,677)	(\$4,377,750)	(\$4,258,551)	(\$6,373,948)
<b>Total</b>	<b>(\$10,310,127)</b>	<b>(\$5,032,312)</b>	<b>(\$4,083,688)</b>	<b>(\$3,876,900)</b>

## Changes from 2024 Budget

→ See next page for itemized list of expenses for FY2025

# MISC. NON-DEPARTMENTAL

## Itemized List of 2025 Non-Departmental Expenses

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**Below are list of material expenditures in the Misc. Non-Departmental Expense Budget:**

- Cemeteries Contract: \$295,000
- TPAC Contract: \$150,000
- Franchise Fees Rebate with CRC: \$180,010
- Social Service Grants with United Way Administration: \$470,000
- Safe Streets: \$61,000
- Kansas Children's Services: \$60,000
- YWCA Northeast Kansas: \$20,000
- Housing & Credit Counseling: \$57,000
- SAVE: \$75,000
- SNCO Prisoner Care: \$1,100,000
- Hotel Operating Expenses: \$425,000
- Arts Connect: \$30,000
- Downtown Topeka Redevelopment Grant: \$150,000
- NOTO Funding: \$50,000
- Pocket Park Contract & Downtown Topeka Foundation Contract: \$102,350
- SAAS Fees: \$700,000
- Eviction Defense Contract: \$90,000
- Property Tax Rebate Program: \$300,000
- Utility Rebate Program: \$74,500
- WSU Fire Study: \$30,000
- Lawson License: \$460,000



# FUNDS SUMMARY



# FUNDS WITH DEPARTMENTAL BUDGET IMPACTS

Funds											
Department	General	Special Liability	Alcohol & Drug Safety	Risk Funds	Special Street Repair	Half Cent Sales Tax	Public Parking	Fleet Management	Facilities Operations	IT Fund	Utilities Funds
Mayor & City Council											
City Manager											
Legal											
Finance											
Municipal Court											
DEI											
HR											
Community Engagement											
Fire											
Police											
Public Works											
Planning & Development											
Information Technology											
Utilities											

# 101 - GENERAL FUND

The General Fund is the City of Topeka's primary operating fund. It finances a number of departments such as City Council, Mayor, Police, Fire, Executive, Public Works, and various others. The General Fund receives the largest portion of the mill levy to support various services throughout the City.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$26,413,585	\$24,102,084	\$22,726,229	\$22,726,230

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$105,633,153</b>	<b>\$115,900,043</b>	<b>\$113,631,143</b>	<b>\$128,414,487</b>
Sales Tax	\$37,623,100	\$39,013,156	\$42,082,474	\$40,569,000
Ad Valorem Tax	\$30,353,728	\$35,597,172	\$34,956,561	\$38,050,281
Franchise Fees	\$16,080,722	\$15,228,457	\$17,684,415	\$14,331,161
Miscellaneous	\$532,879	\$604,951	\$314,111	\$12,029,065
PILOTS	\$7,906,170	\$7,930,388	\$5,907,664	\$5,937,664
Fees For Service	\$4,165,986	\$4,378,649	\$4,110,068	\$4,426,854
Investments from Interest	\$823,131	\$4,761,336	\$550,000	\$4,335,000
Motor Vehicle	\$3,014,163	\$3,201,631	\$3,327,645	\$3,309,405
Licenses & Permits	\$1,627,712	\$1,719,408	\$1,236,488	\$1,781,757
Intergovernmental Revenue	\$1,377,713	\$1,447,474	\$1,441,068	\$1,492,050
Fines	\$1,287,105	\$1,233,003	\$1,235,000	\$1,275,000
Municipal Court	\$521,067	\$510,974	\$488,150	\$537,250
Special Assessments	\$319,677	\$273,444	\$297,500	\$340,000
<input type="checkbox"/> Expenses	<b>(\$105,785,099)</b>	<b>(\$116,007,107)</b>	<b>(\$115,006,998)</b>	<b>(\$128,414,487)</b>
Debt	(\$324,777)	(\$200,494)	(\$183,583)	\$0
Other Payments	(\$7,861,693)	(\$10,994,307)	(\$1,600,000)	(\$232,100)
Capital Outlay	(\$977,776)	(\$881,250)	(\$697,803)	(\$1,184,166)
Commodities	(\$3,185,188)	(\$3,611,597)	(\$3,419,832)	(\$4,222,418)
Contractual	(\$20,202,871)	(\$19,834,924)	(\$21,160,129)	(\$25,390,488)
Personnel	(\$73,232,794)	(\$80,484,535)	(\$87,945,650)	(\$97,385,315)
<b>Total</b>	<b>(\$151,946)</b>	<b>(\$107,064)</b>	<b>(\$1,375,855)</b>	<b>\$1</b>

# 101 - GENERAL FUND

## Material Changes from FY24 Budget to FY 2025 Budget

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### Material Changes in Revenues

→ **Property Valuation Increases are increasing at slower rate than in previous budgets:**

**2022** – 3.77% over 2021

**2023** – 8.78% over 2022

**2024** – 4.59% over 2023

→ **General Fund Sales Tax Collections through 5 months are 1.70% in FY24 vs. FY23:**

**2022** – \$14,725,090

**2023** – \$15,907,955 (Increase of 8.03% to 2022)

**2024** – \$16,177,677 (Increase of 1.70% to 2023)

→ **Franchise Fees are decreasing from prior years:**

**2022** – \$16,080,722

**2023** – \$15,228,457 (5.3% Decrease from 2022)

**2024** – Preliminary Projections \$14,801,063

### Material Changes in Expenses

→ Personnel Expense Increases = +\$9,215,725

→ Hotel Operating Loss = +\$425,000

→ SNCO Inmate Fees = +\$300,000

→ SAAS Fees = +\$700,000

→ Vehicle Requests = +\$486,363

→ Engineering = +\$600,000

# 102 - UNASSIGNED RESERVE FUND

The City shall maintain a minimum unassigned fund balance equal to fifteen percent (15%) of the General Fund revenues and a target unassigned fund balance of twenty percent (20%) of the General Fund revenues. In the event that the unassigned fund balance exceeds twenty percent (20%) at the end of the fiscal year, those excess funds shall be moved to the Unassigned Reserve Fund.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
	\$15,374,383	\$15,374,383	\$0

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▣ Revenues		\$11,706,274		\$0
Miscellaneous		\$11,706,274		\$0
▣ Expenses				(\$15,374,383)
Other Payments				(\$15,374,383)
<b>Total</b>		\$11,706,274		(\$15,374,383)

## Notable Information

→ The City plans on using unassigned reserves to supplement the general fund operating budget for FY25 ; if the City raised the mill levy by1 it would leave \$ in the unassigned reserve \$763,000 if the City kept a 20% fund balance

# 216 - DOWNTOWN BUSINESS DIST.

The Downtown Business Improvement fund accounts for assessments that are levied against tenants within the downtown business improvement district.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$115,606	\$99,364	\$80,117	\$62,026

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$183,098</b>	<b>\$178,715</b>	<b>\$204,361</b>	<b>\$184,920</b>
Special Assessments	\$196,501	\$178,666	\$204,361	\$184,920
Investments from Interest	(\$13,403)	\$0		\$0
Miscellaneous		\$48		\$0
<input type="checkbox"/> Expenses	<b>(\$215,312)</b>	<b>(\$194,957)</b>	<b>(\$223,608)</b>	<b>(\$203,011)</b>
Contractual	(\$215,312)	(\$194,957)	(\$223,608)	(\$203,011)
<b>Total</b>	<b>(\$32,214)</b>	<b>(\$16,242)</b>	<b>(\$19,247)</b>	<b>(\$18,091)</b>

## Notable Information

→ No material changes in FY25 budget

# 217 - TOPEKA TOURISM IMPROV.

The Tourism Business Improvement fund accounts for assessments that are levied against lodging facilities within the City of Topeka to provide for improvements and promotion of the downtown plaza development area.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$4,153	\$4,307	\$18,153	\$23,239

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▼				
<input type="checkbox"/> Revenues	<b>\$400,680</b>	<b>\$369,551</b>	<b>\$416,707</b>	<b>\$384,333</b>
Special Assessments	\$400,680	\$369,551	\$416,707	\$384,333
<input type="checkbox"/> Expenses	<b>(\$398,833)</b>	<b>(\$369,397)</b>	<b>(\$402,861)</b>	<b>(\$379,247)</b>
Contractual	(\$398,833)	(\$369,397)	(\$402,861)	(\$379,247)
<b>Total</b>	<b>\$1,847</b>	<b>\$154</b>	<b>\$13,846</b>	<b>\$5,086</b>

## Notable Information

→ No material changes in FY25 budget

# 218 - NOTO BUSINESS IMPROV.

The NOTO Improvement fund accounts for assessments that are levied against tenants within the NOTO business improvement district.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
	\$7,644	\$7,644	\$7,644

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues		<b>\$12,650</b>	<b>\$15,000</b>	<b>\$15,000</b>
Special Assessments		\$13,050	\$15,000	\$15,000
Investments from Interest		(\$400)		\$0
<input type="checkbox"/> Expenses		<b>(\$5,006)</b>	<b>(\$15,000)</b>	<b>(\$15,000)</b>
Contractual		(\$5,006)	(\$15,000)	(\$15,000)
<b>Total</b>		<b>\$7,644</b>	<b>\$0</b>	<b>\$0</b>

## Notable Information

→ No material changes in FY25 budget

# 227 - COURT TECHNOLOGY FUND

The Court Technology fund collects fees in addition to existing mandatory court costs for upgrading the court's electronic records and payment system.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$258,004	\$240,324	\$202,323	\$157,323

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▣ Revenues	<b>\$27,907</b>	<b>\$26,332</b>	<b>\$25,000</b>	<b>\$25,000</b>
Municipal Court	\$27,907	\$26,332	\$25,000	\$25,000
▣ Expenses	<b>(\$40,816)</b>	<b>(\$44,013)</b>	<b>(\$63,000)</b>	<b>(\$70,000)</b>
Contractual	(\$39,963)	(\$43,712)	(\$40,000)	(\$45,000)
Commodities	(\$854)		(\$3,000)	(\$5,000)
Capital Outlay		(\$302)	(\$20,000)	(\$20,000)
<b>Total</b>	<b>(\$12,910)</b>	<b>(\$17,681)</b>	<b>(\$38,000)</b>	<b>(\$45,000)</b>

## Notable Information

→ No material changes in FY25 budget

# 228 - SPECIAL ALCOHOL FUND

The Special Alcohol fund is collected and distributed in accordance with state statute K.S.A. 79-41a04. Revenues come from a 10% tax on the sale of liquor and must be spent towards drug and alcohol abuse programs.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$47,986	\$204,062	\$204,062	\$204,062

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$688,856</b>	<b>\$723,737</b>	<b>\$720,534</b>	<b>\$746,025</b>
Intergovernmental Revenue	\$688,856	\$723,737	\$720,534	\$746,025
<input type="checkbox"/> Expenses	<b>(\$659,892)</b>	<b>(\$567,661)</b>	<b>(\$720,534)</b>	<b>(\$746,025)</b>
Contractual	(\$659,892)	(\$567,661)	(\$720,534)	(\$746,025)
<b>Total</b>	<b>\$28,964</b>	<b>\$156,076</b>	<b>\$0</b>	<b>\$0</b>

## Notable Information

→ No material changes in FY25 budget

# 229 - ALCOHOL DRUG & SAFETY FUND

The Alcohol and Drug Safety fund receives revenue through Municipal Court fees and supports the probation officer who interacts directly with alcohol and drug safety cases.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$106,321	\$7,470	\$117	\$16,374

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
☐ Revenues	<b>\$27,581</b>	<b>\$16,936</b>	<b>\$25,000</b>	<b>\$22,000</b>
Municipal Court	\$27,581	\$16,936	\$25,000	\$22,000
☐ Expenses	<b>(\$103,797)</b>	<b>(\$115,786)</b>	<b>(\$32,354)</b>	<b>(\$5,743)</b>
Personnel	(\$99,198)	(\$111,532)	(\$26,010)	\$0
Contractual	(\$927)	(\$1,179)	(\$1,743)	(\$1,143)
Commodities	(\$3,672)	(\$3,075)	(\$4,600)	(\$4,600)
<b>Total</b>	<b>(\$76,216)</b>	<b>(\$98,850)</b>	<b>(\$7,354)</b>	<b>\$16,257</b>

## Notable Information

→ No material changes in FY25 budget

# 232 - LAW ENFORCEMENT FUND

This fund was established for collecting revenues through donations, federal monies, license fees, warrant fees, and Municipal Court fees. The purpose is to subsidize crime prevention activities including training, canine and officer equipment, and prevention programs.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$1,759,823	\$1,671,660	\$1,258,010	\$895,533

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$532,216</b>	<b>\$375,587</b>	<b>\$163,850</b>	<b>\$189,000</b>
Municipal Court	\$21,068	\$20,439	\$25,000	\$20,000
Miscellaneous	\$388,246	\$169,598	\$15,000	\$20,000
Licenses & Permits	\$14,500	\$17,500	\$14,500	\$17,500
Investments from Interest	\$9,331	\$53,076	\$9,100	\$36,500
Intergovernmental Revenue	\$256	\$24,750	\$250	\$5,000
Fines	\$98,816	\$90,223	\$100,000	\$90,000
<input type="checkbox"/> Expenses	<b>(\$444,611)</b>	<b>(\$463,750)</b>	<b>(\$577,500)</b>	<b>(\$551,477)</b>
Contractual	(\$326,466)	(\$332,853)	(\$536,911)	(\$518,588)
Commodities	(\$15,658)	(\$29,720)	(\$40,589)	(\$32,889)
Capital Outlay	(\$102,486)	(\$101,176)		\$0
<b>Total</b>	<b>\$87,605</b>	<b>(\$88,163)</b>	<b>(\$413,650)</b>	<b>(\$362,477)</b>

## Notable Information

→ No material changes in FY25 budget

# 236 - SPECIAL LIABILITY FUND

The Special Liability fund is utilized to defend the City in court for cases, such as workers compensation, and claims against the City.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$3,095,125	\$3,244,561	\$2,830,918	\$2,354,104

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$920,369</b>	<b>\$1,153,167</b>	<b>\$1,015,862</b>	<b>\$1,059,376</b>
PILOTS	\$3,797	\$4,220	\$1,000	\$3,000
Motor Vehicle	\$80,075	\$85,626	\$82,148	\$79,229
Miscellaneous	\$1,125		\$2,000	\$0
Investments from Interest	\$24,163	\$183,099		\$0
Ad Valorem Tax	\$811,209	\$880,221	\$930,714	\$977,147
<input type="checkbox"/> Expenses	<b>(\$719,792)</b>	<b>(\$1,015,460)</b>	<b>(\$1,429,504)</b>	<b>(\$1,536,190)</b>
Personnel	(\$555,822)	(\$706,582)	(\$680,635)	(\$773,301)
Contractual	(\$161,229)	(\$304,940)	(\$743,369)	(\$755,890)
Commodities	(\$2,741)	(\$3,938)	(\$5,500)	(\$7,000)
<b>Total</b>	<b>\$200,576</b>	<b>\$137,707</b>	<b>(\$413,643)</b>	<b>(\$476,814)</b>

## Notable Information

→ Moved .75 FTEs to be paid out of the special liability fund from the general fund for FY25

# 271 - TRANSIENT GUEST TAXES

These funds account for revenues received from a transient guest tax imposed on hotel and motel room rentals. This tax is utilized for the promotion of conventions and tourism in the City of Topeka.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$52,114	\$52,114	\$803,528	\$1,758,033

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$2,029,030</b>	<b>\$2,347,597</b>	<b>\$2,716,457</b>	<b>\$2,972,974</b>
Transient Guest Tax	\$2,029,030	\$2,347,597	\$2,716,457	\$2,972,974
<input type="checkbox"/> Expenses	<b>(\$2,029,030)</b>	<b>(\$2,347,597)</b>	<b>(\$1,965,043)</b>	<b>(\$2,018,469)</b>
Other Payments	(\$198,053)	(\$229,148)	(\$200,000)	(\$236,022)
Contractual	(\$1,830,977)	(\$2,118,449)	(\$1,765,043)	(\$1,782,447)
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$751,414</b>	<b>\$954,505</b>

## Notable Information

→ No material changes in FY25 budget

# 272 - TRANSIENT GUEST TAXES SS

This fund accounts for revenues received from transient guest tax and pays towards improvements at Sunflower Soccer.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$336,772	\$531,490	\$784,706	\$1,093,372

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▼				
<input type="checkbox"/> Revenues	<b>\$414,462</b>	<b>\$478,031</b>	<b>\$551,913</b>	<b>\$602,920</b>
Transient Guest Tax	\$414,462	\$478,031	\$551,913	\$602,920
<input type="checkbox"/> Expenses	<b>(\$282,044)</b>	<b>(\$283,313)</b>	<b>(\$298,697)</b>	<b>(\$294,254)</b>
Contractual	(\$282,044)	(\$283,313)	(\$298,697)	(\$294,254)
<b>Total</b>	<b>\$132,418</b>	<b>\$194,718</b>	<b>\$253,217</b>	<b>\$308,666</b>

## Notable Information

→ No material changes in FY25 budget

# 273 - TRANSIENT GUEST TAXES (NEW)

This fund accounts for revenues received from transient guest tax and distributes funds to four community entities.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$76,672	\$66,064	\$217,164	\$314,575

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▣ Revenues	<b>\$396,105</b>	<b>\$458,296</b>	<b>\$530,304</b>	<b>\$580,381</b>
Transient Guest Tax	\$396,105	\$458,296	\$530,304	\$580,381
▣ Expenses	<b>(\$331,762)</b>	<b>(\$468,903)</b>	<b>(\$379,205)</b>	<b>(\$482,970)</b>
Contractual	(\$331,762)	(\$468,903)	(\$379,205)	(\$482,970)
<b>Total</b>	<b>\$64,343</b>	<b>(\$10,608)</b>	<b>\$151,099</b>	<b>\$97,411</b>

## Notable Information

→ No material changes in FY25 budget

# 274-275 - COUNTYWIDE HALF CENT SALES TAX

This fund tracks sales tax being received from the state and transferred to the Joint Economic Development Organization (JEDO) for the funding of economic development and countywide infrastructure as authorized by voters in April of 2016.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$12,211,568	\$14,061,411	\$11,225,232	\$9,186,750

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$18,563,934</b>	<b>\$19,845,593</b>	<b>\$18,806,550</b>	<b>\$19,716,324</b>
Sales Tax	\$18,385,654	\$19,142,062	\$18,806,550	\$19,716,324
Investments from Interest	\$106,397	\$703,531		\$0
Miscellaneous	\$71,882			\$0
<input type="checkbox"/> Expenses	<b>(\$17,813,755)</b>	<b>(\$18,964,469)</b>	<b>(\$21,642,729)</b>	<b>(\$21,754,806)</b>
Capital Outlay		(\$290)		(\$1,000)
Contractual	(\$17,813,755)	(\$18,964,179)	(\$21,642,729)	(\$21,753,806)
<b>Total</b>	<b>\$750,179</b>	<b>\$881,124</b>	<b>(\$2,836,179)</b>	<b>(\$2,038,482)</b>

## Notable Information

→ Project concepts that are beginning include SW Huntoon St. - Gage Blvd. to Harrison St. and SW Topeka Blvd. -15th - 21st St.

# 276 - FEDERAL FUNDS EXCHANGE

Federal Funds Exchange is a voluntary program that allows local agencies to trade all or part of its federal fund allocation in a specific federal fiscal year with the Kansas Department of Transportation (KDOT) in exchange for state transportation dollars. The available funds are determined annually by KDOT for use on specific types of transportation improvement projects including, but not limited to, roadway construction, reconstruction, and pavement preservation.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$2,169,764	\$3,400,417	\$1,150,417	\$535,417

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$1,633,664</b>	<b>\$1,730,053</b>	<b>\$1,500,000</b>	<b>\$1,600,000</b>
Miscellaneous	\$5,594			\$0
Investments from Interest	\$19,624	\$187,339		\$0
Intergovernmental Revenue	\$1,608,446	\$1,542,714	\$1,500,000	\$1,600,000
<input type="checkbox"/> Expenses	<b>(\$2,855,342)</b>	<b>(\$499,400)</b>	<b>(\$3,750,000)</b>	<b>(\$2,215,000)</b>
Other Payments	(\$2,857,698)	(\$499,400)	(\$3,750,000)	(\$2,215,000)
Contractual	\$2,356			\$0
<b>Total</b>	<b>(\$1,221,678)</b>	<b>\$1,230,653</b>	<b>(\$2,250,000)</b>	<b>(\$615,000)</b>

## Notable Information

→ Projects include annual bridge maintenance program, SW Fairlawn RD. - 28th St. to 23rd St., and SE Sardou Avenue over Union Pacific Railroad

→ This budget will amend the 2024 Traffic Signal Replacement Program and the 2023 Infill Sidewalk Program from GO Bonds as a funding source to FFE

# 286 - RETIREMENT RESERVE FUND

The Retirement Reserve fund provides revenues for and absorbs those accrued sick leave, vacation, and other related costs of City employees upon their retirement.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$3,661,858	\$4,404,731	\$5,520,565	\$6,323,395

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$1,834,747</b>	<b>\$2,195,924</b>	<b>\$1,920,000</b>	<b>\$1,930,000</b>
Investments from Interest	(\$802)	\$182,757	\$20,000	\$30,000
Fees For Service	\$1,835,549	\$2,013,167	\$1,900,000	\$1,900,000
<input type="checkbox"/> Expenses	<b>(\$1,582,707)</b>	<b>(\$1,492,940)</b>	<b>(\$804,166)</b>	<b>(\$1,127,170)</b>
Personnel	(\$1,534,301)	(\$1,475,346)	(\$786,996)	(\$1,110,000)
Other Payments	(\$30,689)			
Contractual	(\$17,717)	(\$17,594)	(\$17,170)	(\$17,170)
<b>Total</b>	<b>\$252,040</b>	<b>\$702,983</b>	<b>\$1,115,834</b>	<b>\$802,830</b>

## Notable Information

→ No material changes in FY25 budget

# 289 - HISTORIC ASSET FUND

Prior to 2017, this fund provided funding for acquisitions, rehabilitation, and preservation of historical landmarks or historic resources located within the City. The funding source was Transient Guest Tax (TGT). The allocation from TGT expired in 2016, so the only funds spent will be carried over from prior year grants.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$29,711	\$29,711	\$12,930	\$0

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses			<b>(\$16,781)</b>	<b>(\$12,930)</b>
Contractual			(\$16,781)	(\$12,930)
<b>Total</b>			<b>(\$16,781)</b>	<b>(\$12,930)</b>

## Notable Information

→ No material changes in FY25 budget

# 291 - SPECIAL HIGHWAY FUND

The Special Highway fund receives the motor fuel taxes from the State of Kansas and pays for street improvements and staffing to maintain those assets throughout the City.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$4,042,978	\$3,589,181	\$604,635	\$535,234

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$5,516,254</b>	<b>\$5,698,242</b>	<b>\$5,224,260</b>	<b>\$8,204,250</b>
Miscellaneous	\$44,784	\$28,769	\$30,000	\$3,025,000
Investments from Interest	\$26,354	\$170,955		\$0
Intergovernmental Revenue	\$5,445,116	\$5,498,518	\$5,194,260	\$5,179,250
<input type="checkbox"/> Expenses	<b>(\$5,182,332)</b>	<b>(\$6,165,267)</b>	<b>(\$8,208,806)</b>	<b>(\$8,273,652)</b>
Personnel	(\$2,866,615)	(\$3,257,167)	(\$4,470,695)	(\$4,553,507)
Other Payments		(\$500,000)		\$0
Contractual	(\$1,562,113)	(\$1,449,995)	(\$2,012,323)	(\$2,148,045)
Commodities	(\$753,604)	(\$758,158)	(\$1,425,788)	(\$1,572,100)
Capital Outlay		(\$199,947)	(\$300,000)	\$0
<b>Total</b>	<b>\$333,922</b>	<b>(\$467,025)</b>	<b>(\$2,984,546)</b>	<b>(\$69,402)</b>

## Notable Information

→ The Special Highway Tax is projected to be over encumbered in 2025 due to flat revenue vs. rising commodity and personnel cost. Staff is actively looking for ways to make transfers into the funds to plug the deficit and/or cut costs to lower the deficit in order to keep the fund balance positive. Three million will be transferred into the fund from the Citywide Half-Cent Sales Tax.

# 292 - CITYWIDE HALF-CENT SALES TAX

The Citywide Half-Cent Sales Tax fund provides for street improvements on existing streets, gutter, curbs, sidewalks, alleys, and street lighting . This sales tax was approved by voters. This report reflects actual dollars expended year to date and does not include encumbered funds or prior obligations.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$33,322,579	\$35,422,592	\$29,204,482	\$18,593,629

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$18,817,864</b>	<b>\$21,053,623</b>	<b>\$21,442,018</b>	<b>\$20,511,907</b>
Sales Tax	\$18,811,505	\$19,506,578	\$21,262,018	\$20,481,907
Miscellaneous	\$23,789	\$25,615	\$30,000	\$30,000
Investments from Interest	(\$17,429)	\$1,521,235	\$150,000	\$0
Fees For Service		\$195		\$0
<input type="checkbox"/> Expenses	<b>(\$8,986,051)</b>	<b>(\$17,440,245)</b>	<b>(\$27,660,128)</b>	<b>(\$31,122,760)</b>
Personnel	(\$129,391)	(\$291,039)	(\$183,254)	(\$623,049)
Other Payments				(\$3,000,000)
Contractual	(\$8,725,535)	(\$16,965,940)	(\$25,614,474)	(\$27,209,710)
Commodities	(\$150,383)	(\$183,266)	(\$1,842,400)	(\$270,000)
Capital Outlay	\$19,258		(\$20,000)	(\$20,000)
<b>Total</b>	<b>\$9,831,813</b>	<b>\$3,613,378</b>	<b>(\$6,218,110)</b>	<b>(\$10,610,853)</b>

## Notable Information

→ Projects the 50/50 Sidewalk Program, 2025 Pavement Management Program, 2025 Alley Repair Program, 2025 Curb and Gutter Program, and 2025 Street Lighting Program

# 299 - AFFORDABLE HOUSING TRUST

A special revenue fund established in 2020 to account for revenue and expenses related to affordable housing

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$750,000	\$999,800	\$999,800	\$0

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▣ Revenues	<b>\$498,192</b>	<b>\$249,800</b>		
Miscellaneous	\$498,192	\$249,800		
▣ Expenses				<b>(\$999,800)</b>
Other Payments				(\$999,800)
<b>Total</b>	<b>\$498,192</b>	<b>\$249,800</b>		<b>(\$999,800)</b>

## Notable Information

→ No material changes in FY25 budget

# 301 - DEBT SERVICE FUND

The Debt Service fund pays for the general obligation and revenue bonds, excluding utilities, that the City has incurred. This fund pays these expenses by levying taxes, special assessments, making transfers, and receiving STAR bond sales tax revenue.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$13,496,490	\$15,301,137	\$14,080,298	\$16,018,964

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$38,862,493</b>	<b>\$22,377,973</b>	<b>\$20,067,773</b>	<b>\$20,682,399</b>
Special Assessments	\$3,087,662	\$3,317,495	\$3,230,000	\$3,230,000
Sales Tax	\$131,960	\$217,894	\$143,964	\$144,000
PILOTS	\$77,145	\$66,432	\$75,000	\$75,000
Motor Vehicle	\$1,638,236	\$1,739,899	\$1,294,252	\$1,248,264
Miscellaneous	\$17,071,261	\$1,977,346	\$238,869	\$240,000
Investments from Interest	\$43,484	\$749,277	\$125,000	\$125,000
Intergovernmental Revenue	\$323,225	\$413,881	\$270,000	\$250,000
Ad Valorem Tax	\$16,489,520	\$13,895,751	\$14,690,687	\$15,370,135
<input type="checkbox"/> Expenses	<b>(\$37,675,794)</b>	<b>(\$20,558,785)</b>	<b>(\$21,288,611)</b>	<b>(\$18,743,733)</b>
Debt	(\$37,487,439)	(\$20,343,399)	(\$21,148,611)	(\$18,518,733)
Contractual	(\$188,355)	(\$215,385)	(\$140,000)	(\$225,000)
<b>Total</b>	<b>\$1,186,699</b>	<b>\$1,819,189</b>	<b>(\$1,220,838)</b>	<b>\$1,938,666</b>

## Notable Information

- 2025 Bonded Projects includes 2025 - 2027 Fire Fleet Replacements, 2023-2024 DREAMS Projects, 2023-2024 Neighborhood Infrastructure, and new curb and gutter on 21st to 29th on Topeka Blvd.
- Debt Service Fund Mill Levy is flat at 10.717

## 220, 402, 403, 405 - TAX INCREMENT FINANCING

The Tax Increment Financing fund was established to monitor the amount of property and sales taxes received for tax increment financing (TIF) districts created for redevelopment of blighted areas. Areas include College Hill, Wheatfield Village, Sherwood Crossing, and South Topeka.

### Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$271,506	(\$35)	(\$35)	(\$35)

### Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Expenses	<b>(\$1,252,020)</b>	<b>(\$424,117)</b>	<b>(\$850,000)</b>	<b>(\$901,000)</b>
Contractual	(\$845,124)	(\$421,917)	(\$600,000)	(\$650,000)
Other Payments	(\$406,896)	(\$2,200)	(\$250,000)	(\$251,000)
<input type="checkbox"/> Revenues	<b>\$982,584</b>	<b>\$693,518</b>	<b>\$850,000</b>	<b>\$901,000</b>
Ad Valorem Tax	\$982,584	\$693,518	\$850,000	\$901,000
<b>Total</b>	<b>(\$269,436)</b>	<b>\$269,401</b>	<b>\$0</b>	<b>\$0</b>

### Notable Information

→ No material changes in FY25 budget

## 294, 295, 296, 297, 298, 400, 401, 404, 406 - COMMUNITY IMPROVEMENT DISTRICTS

The Community Improvement District fund provides for the use of public financing for projects within a prescribed district to strengthen economic development, employment opportunities, enhance tourism, or upgrade older real estate.

### Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$43,352	\$40,025	\$50,837	\$46,327

### Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
☐ Revenues	\$1,507,664	\$1,549,377	\$1,487,182	\$1,615,321
Sales Tax	\$1,507,664	\$1,549,377	\$1,487,182	\$1,615,321
☐ Expenses	(\$1,535,344)	(\$1,696,219)	(\$1,476,370)	(\$1,619,831)
Contractual	(\$1,535,344)	(\$1,696,219)	(\$1,476,370)	(\$1,619,831)
<b>Total</b>	<b>(\$27,679)</b>	<b>(\$146,841)</b>	<b>\$10,812</b>	<b>(\$4,510)</b>

### Notable Information

→ No material changes in FY25 budget

# 407 - EASTEGATE RHID

The Kansas Reinvestment Housing Incentive District (RHID) program was designed to aid cities, counties, and developers in building houses within Kansas communities by assisting in the financing of eligible improvements through the incremental increase in real property taxes created by a housing development. The first approved RHID is Eastgate Subdivision No. 4.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
			\$0

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▼				
☐ Revenues				\$50,000
Ad Valorem Tax				\$50,000
☐ Expenses				(\$50,000)
Other Payments				(\$50,000)
<b>Total</b>				<b>\$0</b>

## Notable Information

→ No material changes in FY25 budget

# 500 - TOPEKA METRO

The Topeka Metropolitan Transit Authority provides bus service within the Topeka city limits and works with other organizations to meet mass transit needs.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
	\$0	\$0	\$0

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$5,536,121</b>	<b>\$5,983,690</b>	<b>\$6,289,534</b>	<b>\$6,658,710</b>
PILOTS	\$23,450	\$26,027		\$25,000
Motor Vehicle	\$500,792	\$528,836	\$507,066	\$514,923
Ad Valorem Tax	\$5,011,878	\$5,428,826	\$5,782,468	\$6,118,787
<input type="checkbox"/> Expenses	<b>(\$5,536,121)</b>	<b>(\$5,983,690)</b>	<b>(\$6,289,534)</b>	<b>(\$6,658,710)</b>
Contractual	(\$5,536,121)	(\$5,983,690)	(\$6,289,534)	(\$6,658,710)
<b>Total</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Notable Information

→ Topeka Metro is keeping their mill levy flat @ 4.20 compared to last year

# 601- PUBLIC PARKING FUND

The Parking fund supports all on-street and garage parking that the City owns. Revenues are utilized to support ongoing maintenance and debt service payments of the parking garages.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$4,656,989	\$4,798,094	\$4,050,997	\$3,048,233

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$2,519,410</b>	<b>\$3,190,720</b>	<b>\$2,332,320</b>	<b>\$2,461,570</b>
Fees For Service	\$2,293,264	\$2,183,530	\$2,075,320	\$2,222,570
Miscellaneous	\$27,934	\$730,043	\$22,000	\$14,000
Fines	\$189,460	\$194,980	\$235,000	\$225,000
Investments from Interest	\$8,752	\$82,167		\$0
<input type="checkbox"/> Expenses	<b>(\$3,376,896)</b>	<b>(\$2,841,272)</b>	<b>(\$3,079,418)</b>	<b>(\$3,464,334)</b>
Commodities	(\$25,076)	(\$24,303)	(\$173,028)	(\$39,230)
Capital Outlay	(\$164,090)	(\$98,144)	(\$67,796)	(\$84,300)
Debt	(\$634,763)	(\$124,749)	(\$815,622)	(\$620,603)
Other Payments	(\$728,282)	(\$659,196)		(\$659,196)
Personnel	(\$612,730)	(\$708,642)	(\$691,715)	(\$659,461)
Contractual	(\$1,211,955)	(\$1,226,237)	(\$1,331,257)	(\$1,401,545)
<b>Total</b>	<b>(\$857,487)</b>	<b>\$349,448</b>	<b>(\$747,098)</b>	<b>(\$1,002,764)</b>

## Notable Information

→ No material changes in FY25 budget

# 613 - INFORMATION TECHNOLOGY

The information technology needs of the City are funded through this internal service fund.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$555,103	(\$439,115)	(\$404,764)	(\$99,954)

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$4,114,169</b>	<b>\$4,134,913</b>	<b>\$6,005,081</b>	<b>\$7,039,278</b>
Fees For Service	\$4,055,840	\$4,099,793	\$5,970,730	\$7,004,927
Franchise Fees	\$34,352	\$34,552	\$34,351	\$34,351
Miscellaneous	\$23,977	\$568		\$0
<input type="checkbox"/> Expenses	<b>(\$4,639,802)</b>	<b>(\$5,295,593)</b>	<b>(\$5,970,730)</b>	<b>(\$6,734,468)</b>
Debt	(\$413,089)			
Other Payments	(\$3,421)	(\$3,421)		\$0
Commodities	(\$48,090)	(\$22,641)	(\$77,638)	(\$76,060)
Capital Outlay		(\$46,902)		\$0
Personnel	(\$1,888,085)	(\$2,075,887)	(\$2,822,067)	(\$3,158,763)
Contractual	(\$2,287,118)	(\$3,146,743)	(\$3,071,025)	(\$3,499,645)
<b>Total</b>	<b>(\$525,634)</b>	<b>(\$1,160,680)</b>	<b>\$34,352</b>	<b>\$304,810</b>

## Notable Information

→ Fund balance is negative because of unfunded pension liability

# 614 - FLEET FUND

The Fleet fund pays for maintenance and repair of all City vehicles.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
(\$795,776)	(\$317,521)	(\$1,434,615)	(\$2,071,172)

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$2,034,721</b>	<b>\$2,554,209</b>	<b>\$2,817,180</b>	<b>\$3,039,000</b>
Miscellaneous	\$997	\$216,163		\$0
Fees For Service	\$2,033,724	\$2,338,046	\$2,817,180	\$3,039,000
<input type="checkbox"/> Expenses	<b>(\$2,212,264)</b>	<b>(\$2,431,674)</b>	<b>(\$3,934,274)</b>	<b>(\$3,675,557)</b>
Personnel	(\$1,718,691)	(\$1,757,573)	(\$1,906,960)	(\$2,013,155)
Other Payments	(\$56,068)	(\$228,015)		\$0
Debt	(\$1,641)			
Contractual	(\$349,688)	(\$463,747)	(\$838,570)	(\$670,059)
Commodities	(\$61,455)	(\$57,012)	(\$88,744)	(\$92,344)
Capital Outlay	(\$24,722)	\$74,672	(\$1,100,000)	(\$900,000)
<b>Total</b>	<b>(\$177,543)</b>	<b>\$122,536</b>	<b>(\$1,117,094)</b>	<b>(\$636,557)</b>

## Notable Information

→ Fund balance is negative because of unfunded pension liability

# 615 - FACILITIES FUND

The Facilities fund pays for all maintenance of facilities throughout the City of Topeka.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
(\$1,999,663)	(\$3,231,892)	(\$3,135,508)	(\$3,134,675)

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$3,645,790</b>	<b>\$1,440,838</b>	<b>\$3,753,679</b>	<b>\$3,520,000</b>
Miscellaneous	\$2,304,219	\$11,821		\$0
Fees For Service	\$1,341,571	\$1,429,017	\$3,753,679	\$3,520,000
<input type="checkbox"/> Expenses	<b>(\$4,458,695)</b>	<b>(\$3,052,773)</b>	<b>(\$3,657,295)</b>	<b>(\$3,519,166)</b>
Personnel	(\$661,248)	(\$1,099,299)	(\$1,064,199)	(\$1,093,754)
Other Payments	\$54,765	\$42,300		\$39,500
Contractual	(\$3,750,096)	(\$1,897,459)	(\$2,433,096)	(\$2,385,413)
Commodities	(\$169,106)	(\$138,740)	(\$160,000)	(\$79,500)
Capital Outlay	\$66,990	\$40,425		
<b>Total</b>	<b>(\$812,904)</b>	<b>(\$1,611,935)</b>	<b>\$96,384</b>	<b>\$834</b>

## Notable Information

→ Fund balance is negative because of unfunded pension liability

# 621 - WATER FUND

The Water fund supports all water operations throughout the City and surrounding areas. Fees for Service are the primary revenue for the Water fund, and expenses are utilized for operations, capital improvements, and debt service.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$63,161,410	\$70,630,964	\$69,588,804	\$68,205,526

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$45,790,293</b>	<b>\$55,462,390</b>	<b>\$51,551,802</b>	<b>\$55,145,100</b>
Miscellaneous	\$2,039,213	\$6,959,914	\$1,251,500	\$1,242,600
Investments from Interest	\$214,424	\$1,877,735	\$625,500	\$625,500
Fees For Service	\$43,536,656	\$46,624,741	\$49,674,802	\$53,277,000
<input type="checkbox"/> Expenses	<b>(\$45,240,555)</b>	<b>(\$43,987,480)</b>	<b>(\$52,593,962)</b>	<b>(\$56,528,377)</b>
Personnel	(\$7,860,171)	(\$8,444,351)	(\$10,892,607)	(\$11,604,432)
Other Payments	(\$12,513,923)	(\$11,183,181)	(\$9,124,425)	(\$8,007,100)
Debt	(\$5,740,376)	(\$3,500,979)	(\$10,704,226)	(\$13,592,479)
Contractual	(\$11,871,956)	(\$11,633,998)	(\$12,284,960)	(\$12,816,876)
Commodities	(\$7,630,379)	(\$9,553,671)	(\$9,187,745)	(\$10,107,490)
Capital Outlay	\$376,249	\$328,700	(\$400,000)	(\$400,000)
<b>Total</b>	<b>\$549,737</b>	<b>\$11,474,910</b>	<b>(\$1,042,160)</b>	<b>(\$1,383,277)</b>

## Notable Information

→ Commodities budget increase of approximately 10% is driven by an Increase in water quality testing and inflation in prices of lab supplies and materials used for water treatment and distribution.

→ Debt and Other Payments budgets are linked to existing debt, anticipated debt service revenue bonds, and capital cash transfers

# 623 - STORM WATER FUND

The Stormwater fund supports all stormwater operations throughout the City. Fees for service serve as the primary revenue for the stormwater fund, and expenses are utilized for operations and capital improvement projects.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$28,586,871	\$29,292,591	\$26,442,319	\$25,022,100

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$10,207,830</b>	<b>\$11,950,661</b>	<b>\$10,857,900</b>	<b>\$11,307,000</b>
Miscellaneous	\$522,389	\$556,508		\$0
Investments from Interest	\$40,151	\$879,210	\$115,900	\$116,000
Fees For Service	\$9,645,289	\$10,514,944	\$10,742,000	\$11,191,000
<input type="checkbox"/> Expenses	<b>(\$10,587,615)</b>	<b>(\$10,884,107)</b>	<b>(\$13,708,172)</b>	<b>(\$12,727,220)</b>
Personnel	(\$1,487,041)	(\$1,765,598)	(\$2,347,212)	(\$2,453,053)
Other Payments	(\$5,293,869)	(\$5,515,186)	(\$6,275,991)	(\$4,786,200)
Debt	(\$1,039,191)	(\$637,698)	(\$2,188,192)	(\$2,567,519)
Contractual	(\$2,646,036)	(\$3,132,486)	(\$2,323,441)	(\$2,361,487)
Commodities	(\$254,352)	(\$313,485)	(\$223,335)	(\$258,961)
Capital Outlay	\$132,874	\$480,346	(\$350,000)	(\$300,000)
<b>Total</b>	<b>(\$379,785)</b>	<b>\$1,066,554</b>	<b>(\$2,850,272)</b>	<b>(\$1,420,220)</b>

## Notable Information

→ Debt and Other Payments budgets are linked to existing debt, anticipated debt service revenue bonds, and capital cash transfers (\$379,000)

→ Commodities increase (\$35,000)

# 625 - WASTEWATER FUND

The Wastewater fund supports all wastewater operations throughout the City. Fees for services serve as the primary revenue for the wastewater fund, and expenses are utilized for operations, capital improvement projects, and debt service.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$102,828,457	\$99,759,346	\$92,986,813	\$93,583,730

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$35,341,768</b>	<b>\$39,931,521</b>	<b>\$39,094,550</b>	<b>\$41,708,225</b>
Special Assessments	\$85,074	\$72,884	\$40,000	\$65,000
Miscellaneous	\$1,525,040	\$1,900,403	\$4,000	\$4,300
Licenses & Permits	\$71,096	\$70,232	\$126,000	\$70,000
Investments from Interest	(\$23,724)	\$2,817,730	\$541,000	\$540,000
Fees For Service	\$33,684,282	\$35,070,272	\$38,383,550	\$41,028,925
<input type="checkbox"/> Expenses	<b>(\$40,010,261)</b>	<b>(\$41,847,637)</b>	<b>(\$45,867,083)</b>	<b>(\$41,111,308)</b>
Personnel	(\$4,811,924)	(\$5,401,479)	(\$6,397,876)	(\$6,959,796)
Other Payments	(\$18,190,617)	(\$18,443,849)	(\$17,915,584)	(\$7,864,110)
Debt	(\$3,701,125)	(\$3,349,036)	(\$8,813,347)	(\$11,724,199)
Contractual	(\$12,228,480)	(\$12,595,048)	(\$10,366,591)	(\$11,673,653)
Commodities	(\$1,786,556)	(\$2,137,414)	(\$2,073,685)	(\$2,539,551)
Capital Outlay	\$708,440	\$79,189	(\$300,000)	(\$350,000)
<b>Total</b>	<b>(\$4,668,493)</b>	<b>(\$1,916,115)</b>	<b>(\$6,772,533)</b>	<b>\$596,917</b>

## Notable Information

→ Increase of approximately 13% in the contractual budget and 22% increase in commodities for wastewater are a result of shifting of WPC SCADA operations from the Capital Improvement Program to the operations budget and transitioning to a predictive budgeting practice for Shawnee County Wastewater Treatment based on historical costs. Shawnee County expenses are billed back to the County.

# 640 - PROPERTY & VEHICLE INSURANCE

This fund is one of the City's Risk Funds. The Property and Vehicle Insurance fund is responsible for maintaining the City's property and vehicle insurance. In 2024, the City made the decision to become self-insured for vehicle insurance.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$1,061,272	\$1,127,111	\$1,044,913	\$1,105,072

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$2,524,821</b>	<b>\$2,790,030</b>	<b>\$2,727,445</b>	<b>\$3,000,000</b>
Miscellaneous	\$78,644	\$55,801		\$0
Investments from Interest	\$5,255	\$48,528		\$0
Fees For Service	\$2,440,921	\$2,685,700	\$2,727,445	\$3,000,000
<input type="checkbox"/> Expenses	<b>(\$2,153,715)</b>	<b>(\$2,724,191)</b>	<b>(\$2,809,643)</b>	<b>(\$2,939,841)</b>
Contractual	(\$2,152,675)	(\$2,722,617)	(\$2,809,643)	(\$2,939,841)
Commodities	(\$1,040)	(\$1,574)		\$0
<b>Total</b>	<b>\$371,106</b>	<b>\$65,839</b>	<b>(\$82,198)</b>	<b>\$60,159</b>

## Notable Information

→ No material changes in FY25 budget

# 641 - WORKERS COMP FUND

This fund is one of the City's Risk Funds. The Workers Compensation Self Insurance fund is responsible for the workers compensation claims that the City receives.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$8,375,965	\$10,136,724	\$10,984,159	\$11,696,165

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$2,574,965</b>	<b>\$3,628,868</b>	<b>\$3,196,224</b>	<b>\$3,146,224</b>
Miscellaneous	\$58,523	\$103,191	\$50,000	\$0
Investments from Interest	\$78,123	\$648,211		\$0
Fees For Service	\$2,438,319	\$2,877,465	\$3,146,224	\$3,146,224
<input type="checkbox"/> Expenses	<b>(\$1,356,252)</b>	<b>(\$2,106,426)</b>	<b>(\$2,348,789)</b>	<b>(\$2,434,218)</b>
Personnel	(\$166,069)	(\$380,569)	(\$205,261)	(\$289,194)
Contractual	(\$1,188,353)	(\$1,723,317)	(\$2,143,528)	(\$2,140,023)
Commodities	(\$1,830)	(\$2,539)		(\$5,000)
<b>Total</b>	<b>\$1,218,713</b>	<b>\$1,522,442</b>	<b>\$847,435</b>	<b>\$712,006</b>

## Notable Information

→ No material changes in FY25 budget

# 642 - HEALTH INSURANCE FUND

This is one of the City's Risk Funds. The Group Health Insurance fund is responsible for the health insurance provided by the City of Topeka.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$5,451,331	\$3,995,373	\$3,995,373	\$2,483,914

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$12,085,703</b>	<b>\$13,363,020</b>	<b>\$16,174,143</b>	<b>\$16,146,000</b>
Miscellaneous	\$5,583	\$9,315	\$5,000	\$5,000
Investments from Interest	\$52,312	\$283,925	\$30,000	\$0
Fees For Service	\$12,027,807	\$13,069,780	\$16,139,143	\$16,141,000
<input type="checkbox"/> Expenses	<b>(\$13,667,625)</b>	<b>(\$15,070,873)</b>	<b>(\$16,174,142)</b>	<b>(\$17,657,460)</b>
Personnel	(\$167,754)	(\$293,695)	(\$183,472)	(\$250,789)
Contractual	(\$13,496,582)	(\$14,773,488)	(\$15,988,171)	(\$17,402,771)
Commodities	(\$3,289)	(\$3,689)	(\$2,500)	(\$3,900)
<b>Total</b>	<b>(\$1,581,922)</b>	<b>(\$1,707,853)</b>	<b>\$1</b>	<b>(\$1,511,460)</b>

## Notable Information

→ Health Insurance increases expected to be 14.5% for this budget cycle

# 643 - RISK MANAGEMENT FUND

This is one of the City's Risk Funds. The Risk Management Reserve is available to assist the City with risk-associated expenses.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$398,881	\$421,764	\$429,764	\$427,764

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
▼				
<input type="checkbox"/> Revenues	<b>\$3,059</b>	<b>\$22,883</b>	<b>\$10,000</b>	<b>\$0</b>
Investments from Interest	\$3,059	\$22,883	\$10,000	\$0
<input type="checkbox"/> Expenses			<b>(\$2,000)</b>	<b>(\$2,000)</b>
Contractual			(\$2,000)	(\$2,000)
<b>Total</b>	<b>\$3,059</b>	<b>\$22,883</b>	<b>\$8,000</b>	<b>(\$2,000)</b>

## Notable Information

→ No material changes in FY25 budget

# 644 - UNEMPLOYMENT COMP. FUND

This is one of the City's Risk Funds. The Unemployment Compensation fund pays for the City's unemployment expenses.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$349,505	\$428,721	\$428,844	\$428,967

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$74,731</b>	<b>\$101,209</b>	<b>\$81,565</b>	<b>\$81,565</b>
Investments from Interest	\$2,698	\$23,380		\$0
Fees For Service	\$72,033	\$77,829	\$81,565	\$81,565
<input type="checkbox"/> Expenses	<b>(\$27,888)</b>	<b>(\$21,993)</b>	<b>(\$81,442)</b>	<b>(\$81,442)</b>
Contractual	(\$27,888)	(\$21,993)	(\$81,442)	(\$81,442)
<b>Total</b>	<b>\$46,843</b>	<b>\$79,216</b>	<b>\$123</b>	<b>\$123</b>

## Notable Information

→ No material changes in FY25 budget

# 720 - PUBLIC HEALTH FUND

This is a special revenue fund established in 2020 to account for revenue and expenses related to the COVID-19 public health emergency along with other federal stimulus support.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$775,307	\$1,066,415	\$1,066,415	\$1,066,415

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$8,364,669</b>	<b>\$16,745,806</b>		
Investments from Interest	\$404,079	\$1,557,479		
Intergovernmental Revenue	\$7,960,590	\$15,188,327		
<input type="checkbox"/> Expenses	<b>(\$10,387,187)</b>	<b>(\$15,735,578)</b>		
Personnel	(\$1,858,724)	(\$134,580)		
Contractual	(\$5,326,054)	(\$14,830,210)		
Commodities	(\$12,030)	(\$22,514)		
Capital Outlay	(\$3,190,378)	(\$748,275)		
<b>Total</b>	<b>(\$2,022,518)</b>	<b>\$1,010,228</b>		

## Notable Information

→ No material changes in FY25 budget

# 730 - OPIOID SETTLEMENT FUND

A special fund whose revenue can be used on activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse localities for previous expenses in these areas. Revenue in this fund comes from the State of Kansas who reached multiple settlements with pharmaceutical companies and related organizations. The authority to spend these funds comes from Kansas House Bill 2079.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$28,585	\$391,131	\$362,546	(\$0)

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
<input type="checkbox"/> Revenues	<b>\$30,785</b>	<b>\$369,146</b>		<b>\$0</b>
Investments from Interest	\$175	\$21,483		\$0
Intergovernmental Revenue	\$30,610	\$347,664		\$0
<input type="checkbox"/> Expenses	<b>(\$2,200)</b>	<b>(\$6,600)</b>	<b>(\$28,585)</b>	<b>(\$362,546)</b>
Contractual	(\$2,200)	(\$6,600)	(\$28,585)	(\$362,546)
<b>Total</b>	<b>\$28,585</b>	<b>\$362,546</b>	<b>(\$28,585)</b>	<b>(\$362,546)</b>

## Notable Information

→ No material changes in FY25 budget

# 740 - ECONOMIC DEVELOPMENT FUND

The purpose of the fund shall be to promote, stimulate, and improve the economic welfare of the City and assist in the creation, retention, expansion, and development of economic opportunities for its citizens.

## Fund Balance

2022 Balance	2023 Balance	2024 Projected Balance	2025 Projected Balance
\$1,038,355	\$1,038,355	\$538,355	(\$0)

## Fund Revenues and Expenses

Main Type	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
☐ Revenues	<b>\$1,038,355</b>	<b>\$500,000</b>		<b>\$0</b>
Miscellaneous	\$1,038,355	\$500,000		\$0
☐ Expenses		<b>(\$500,000)</b>	<b>(\$500,000)</b>	<b>(\$538,355)</b>
Other Payments		(\$500,000)		\$0
Contractual			(\$500,000)	(\$538,355)
<b>Total</b>	<b>\$1,038,355</b>	<b>\$0</b>	<b>(\$500,000)</b>	<b>(\$538,355)</b>

## Notable Information

→ No material changes in FY25 budget



# APPENDIX



# CITY OF TOPEKA PROFILE

## History

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Topeka lies on a rich, sandy river bottomland where a number of different Native American peoples lived for many years near the fords along the Kansas (Kaw) River. The granddaughters of the influential Kaw leader, White Plume, became wealthy landowners in the area that would become Topeka. Three of the women married a set of French- Canadian brothers called the Pappans. The Pappan brothers established the famous "Pappan Ferry" in 1842 where the Oregon Trail crossed the river. Julie Pappan passed her land down to her grandchildren, one of whom was Charles Curtis, the only Vice-President of the United States of acknowledged Native American descent.

On December 5, 1854, nine men met on the banks of the Kansas River at what is now Kansas Avenue and Crane Street. The men drew up an agreement, which later became the basis for the Topeka Association, the organization mainly responsible for the establishment and early growth of Topeka. Cyrus K. Holliday (one of the nine men) became the City's chief promoter, especially to make Kansas a free state. Topeka was born!

The Kansas territory was admitted into the Union in 1861 as the 34th state. A contest to decide the location of the state capital centered on two towns; Lawrence and Topeka. The residents of both cities voted in November and Topeka won. Topeka was chosen as the capital with Dr. Charles Robinson as the first Governor. Cyrus K. Holliday donated land for the construction of a state capitol building. The City of Topeka was incorporated February 14, 1857, with Cyrus K. Holliday as Mayor. In 1869, the railway started moving westward from Topeka. General offices and machine shops of the Atchison, Topeka, and Santa Fe Railroad system were established in Topeka in 1878.

During the early part of the 20th Century, the region's economic structure began to settle into the typical pattern of a medium-sized Midwestern area, dependent primarily on its agriculture base with plenty of room to develop. With the onset of World War II and later post war years, the railroad, meat packing, and agricultural base shifted to manufacturing and government/military services. Forbes Air Force Base was established during the war, and the Goodyear Tire & Rubber Company opened a plant in 1944.

Recent significant events include the location of a Target Distribution Center, MARS expansion, Reser's Expansion, FHL Bank Expansion, a Home Depot distribution Center, and Bimbo Bakeries USA in the Central Crossing Commerce Park. In 2019, Walmart chose Topeka to build its largest distribution center in Kansas. The Evergy Plaza in the heart of downtown Topeka was established in spring of 2020. Various other organizations are expanding to the City of Topeka which assists in uplifting the economy.

# CITY OF TOPEKA PROFILE

## Stats

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The City of Topeka serves as both the state capital of Kansas and the seat of Shawnee County. With an estimated population of 125,475 for 2023, Topeka is the fifth largest city in Kansas behind Wichita, Overland Park, Kansas City, and Olathe. The land within the city covers about 61.4 square miles. Topeka is home to the State Capitol complex, which includes the Capitol Building, the Kansas Judicial Center, and several state office buildings. Additionally, the State of Kansas is the largest employer in the City of Topeka.

Other notable employers include Evergy, Stormont-Vail HealthCare, Topeka Unified School District #501, BlueCross BlueShield of Kansas, and Burlington Northern Santa Fe Railway. There are a diversity of gender, age, and racial backgrounds in Topeka. The median household income in 2022 dollars was \$55,870.

## Form of Government

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Topeka has operated under four forms of government since its founding. From 1857 until 1910, the City was governed by the Mayor-Council plan. The commission form of government was adopted in 1910, and it remained in effect until 1985 when the Strong Mayor-City Council-Chief Administrative Officer plan was adopted. On November 2, 2004, the voters adopted a Council-City Manager form of government.

The Mayor is elected to a four-year term and their duties include being the City's ceremonial head, presiding over council meetings, providing community leadership, promoting economic development, representing the City in intergovernmental relations, recommending council legislation, and encouraging programs to develop the city.

# CITY OF TOPEKA PROFILE

## Community

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Topeka and Shawnee County are served by five public school districts and a number of private schools. Topeka also enjoys the presence of Washburn University, which provides broadly based liberal arts and professional education through more than 200 certificate, associate, baccalaureate, master's, and juris doctor programs. Local theatrical production facilities include the Topeka Performing Arts Center, the Topeka Civic Theater, and Washburn University's White Concert Hall. Within 65 miles of Topeka, seven major lakes and reservoirs provide all forms of water recreation.

There are numerous community centers, offering competitive sports and opportunities for involvement, hundreds of classes in arts and crafts, as well as five public swimming pools, three public golf courses, public tennis courts, baseball diamonds, soccer fields, and various other amenities and natural areas. The City also has approximately 200 religious facilities for all faiths and denominations.

Recently, the development of an arts district in the historic North Topeka Crossing area, known as NOTO Arts District, stimulates cultural and economic life in the area and has promoted development of local arts studios.

Topeka also lies at a crossroads for major highways. As a result, trucking employs more than 5,500 Topeka workers and provides service to Topeka's agricultural, construction, and manufacturing industries.

Topeka's regional medical community is nationally recognized for offering high-quality healthcare for patients. A multitude of community outreach services are provided by two general hospitals and five specialized hospitals that together employ approximately 8,000 people.

# DEBT SCHEDULES

## General Obligation Debt Service Schedule: Debt Service Fund 301

Year	Principal	Interest	Total	Balance
2025	\$15,871,675.30	\$2,969,541.93	\$18,841,217.23	\$97,634,700.54
2026	\$14,284,934.85	\$2,436,696.50	\$16,721,631.35	\$83,349,765.69
2027	\$13,159,633.47	\$1,955,748.37	\$15,115,381.84	\$70,190,132.22
2028	\$12,288,834.15	\$1,592,002.15	\$13,880,836.30	\$57,901,298.07
2029	\$11,601,939.04	\$1,341,555.07	\$12,943,494.11	\$46,299,359.03
2030	\$11,485,960.98	\$1,116,856.92	\$12,602,817.90	\$34,813,398.05
2031	\$9,088,281.44	\$893,368.10	\$9,981,649.54	\$25,725,116.61
2032	\$6,854,094.08	\$690,547.82	\$7,544,641.90	\$18,871,022.53
2033	\$5,985,422.82	\$523,470.50	\$6,508,893.32	\$12,885,599.71
2034	\$4,426,751.55	\$373,880.76	\$4,800,632.31	\$8,458,848.16
2035	\$2,913,847.86	\$266,020.74	\$3,179,868.60	\$5,545,000.30
2036	\$2,450,000.00	\$186,600.00	\$2,636,600.00	\$3,095,000.00
2037	\$1,765,000.00	\$113,450.00	\$1,878,450.00	\$1,330,000.00
2038	\$395,000.00	\$53,200.00	\$448,200.00	\$935,000.00
2039	\$175,000.00	\$37,400.00	\$212,400.00	\$760,000.00
2040	\$180,000.00	\$30,400.00	\$210,400.00	\$580,000.00
2041	\$185,000.00	\$23,200.00	\$208,200.00	\$395,000.00
2042	\$195,000.00	\$15,800.00	\$210,800.00	\$200,000.00
2043	\$200,000.00	\$8,000.00	\$208,000.00	\$0.00

# DEBT SCHEDULES

## Utilities Debt Service Schedule: Water Fund 621

Year	Principal	Interest	Total	Balance
2025	\$253,317.46	\$41,203.86	\$294,521.32	\$2,263,948.66
2026	\$259,436.24	\$36,137.52	\$295,573.76	\$2,004,512.42
2027	\$269,226.29	\$28,354.44	\$297,580.73	\$1,735,286.13
2028	\$276,568.83	\$22,969.88	\$299,538.71	\$1,458,717.30
2029	\$280,240.09	\$20,204.20	\$300,444.29	\$1,178,477.21
2030	\$282,687.60	\$17,401.82	\$300,089.42	\$895,789.61
2031	\$190,905.92	\$14,574.94	\$205,480.86	\$704,883.69
2032	\$190,905.92	\$12,427.24	\$203,333.16	\$513,977.77
2033	\$194,577.18	\$10,279.54	\$204,856.72	\$319,400.59
2034	\$198,248.45	\$6,388.02	\$204,636.47	\$121,152.14
2035	\$121,152.14	\$2,423.04	\$123,575.18	(\$0.00)

## Parking Debt Service Schedule: Parking Fund 601

Year	Principal	Interest	Total	Balance
2025	\$490,007.24	\$130,595.57	\$620,602.81	\$4,431,351.10
2026	\$505,628.91	\$116,832.34	\$622,461.25	\$3,925,722.19
2027	\$446,140.24	\$102,651.05	\$548,791.29	\$3,479,581.95
2028	\$429,597.02	\$91,689.33	\$521,286.35	\$3,049,984.93
2029	\$437,820.87	\$82,984.59	\$520,805.46	\$2,612,164.06
2030	\$451,351.42	\$73,685.11	\$525,036.53	\$2,160,812.64
2031	\$435,812.64	\$62,807.06	\$498,619.70	\$1,725,000.00
2032	\$320,000.00	\$51,750.00	\$371,750.00	\$1,405,000.00
2033	\$340,000.00	\$42,150.00	\$382,150.00	\$1,065,000.00
2034	\$345,000.00	\$31,950.00	\$376,950.00	\$720,000.00
2035	\$355,000.00	\$21,600.00	\$376,600.00	\$365,000.00
2036	\$365,000.00	\$10,950.00	\$376,600.00	(\$0.00)

# DEBT SCHEDULES

## Combined Utilities Debt: Revenue Bond Amortization Schedule

Date	Principal	Interest	Total	Debt Service Remaining at 12/31
				355,200,000.00
2/1/2025	\$0.00	\$5,828,557.53	\$5,828,557.53	
8/1/2025	\$15,390,000.00	\$5,811,664.86	\$21,201,664.86	343,205,000.00
2/1/2026	\$0.00	\$5,540,182.53	\$5,540,182.53	
8/1/2026	\$15,895,000.00	\$5,540,182.53	\$21,435,182.53	327,310,000.00
2/1/2027	\$0.00	\$5,251,207.53	\$5,251,207.53	
8/1/2027	\$15,970,000.00	\$5,232,557.57	\$21,202,557.57	311,340,000.00
2/1/2028	\$0.00	\$4,974,251.28	\$4,974,251.28	
8/1/2028	\$16,010,000.00	\$4,974,251.28	\$20,984,251.28	295,330,000.00
2/1/2029	\$0.00	\$4,699,670.03	\$4,699,670.03	
8/1/2029	\$13,730,000.00	\$4,679,092.72	\$18,409,092.72	281,600,000.00
2/1/2030	\$0.00	\$4,470,938.79	\$4,470,938.79	
8/1/2030	\$13,765,000.00	\$4,470,938.79	\$18,235,938.79	267,835,000.00
2/1/2031	\$0.00	\$4,285,388.78	\$4,285,388.78	
8/1/2031	\$14,045,000.00	\$4,262,714.06	\$18,307,714.06	253,790,000.00
2/1/2032	\$0.00	\$4,047,895.03	\$4,047,895.03	
8/1/2032	\$13,400,000.00	\$4,047,895.03	\$17,447,895.03	240,390,000.00
2/1/2033	\$0.00	\$3,827,804.40	\$3,827,804.40	
8/1/2033	\$13,820,000.00	\$3,802,805.52	\$17,622,805.52	226,570,000.00
2/1/2034	\$0.00	\$3,634,028.78	\$3,634,028.78	
8/1/2034	\$12,300,000.00	\$3,634,028.78	\$15,934,028.78	214,270,000.00
2/1/2035	\$0.00	\$3,444,223.14	\$3,444,223.14	
8/1/2035	\$12,335,000.00	\$3,416,673.35	\$15,751,673.35	201,935,000.00
2/1/2036	\$0.00	\$3,254,439.39	\$3,254,439.39	
8/1/2036	\$11,890,000.00	\$3,254,439.39	\$15,144,439.39	190,045,000.00
2/1/2037	\$0.00	\$3,072,230.64	\$3,072,230.64	
8/1/2037	\$12,055,000.00	\$3,047,923.34	\$15,102,923.34	177,990,000.00
2/1/2038	\$0.00	\$2,897,826.26	\$2,897,826.26	
8/1/2038	\$12,155,000.00	\$2,897,826.26	\$15,052,826.26	165,835,000.00

# DEBT SCHEDULES

## Combined Utilities Debt: Revenue Bond Amortization Schedule Continued

Date	Principal	Interest	Total	Debt Service Remaining at 12/31
2/1/2039	\$0.00	\$2,719,682.52	\$2,719,682.52	
8/1/2039	\$12,415,000.00	\$2,693,379.84	\$15,108,379.84	153,420,000.00
2/1/2040	\$0.00	\$2,536,873.75	\$2,536,873.75	
8/1/2040	\$12,795,000.00	\$2,536,873.75	\$15,331,873.75	140,625,000.00
2/1/2041	\$0.00	\$2,345,700.63	\$2,345,700.63	
8/1/2041	\$12,385,000.00	\$2,317,266.53	\$14,702,266.53	128,240,000.00
2/1/2042	\$0.00	\$2,150,356.88	\$2,150,356.88	
8/1/2042	\$12,730,000.00	\$2,150,356.88	\$14,880,356.88	115,510,000.00
2/1/2043	\$0.00	\$1,946,733.76	\$1,946,733.76	
8/1/2043	\$13,130,000.00	\$1,915,986.83	\$15,045,986.83	102,380,000.00
2/1/2044	\$0.00	\$1,736,246.89	\$1,736,246.89	
8/1/2044	\$13,560,000.00	\$1,736,246.89	\$15,296,246.89	88,820,000.00
2/1/2045	\$0.00	\$1,517,841.88	\$1,517,841.88	
8/1/2045	\$13,300,000.00	\$1,483,561.95	\$14,783,561.95	75,520,000.00
2/1/2046	\$0.00	\$1,301,480.63	\$1,301,480.63	
8/1/2046	\$13,735,000.00	\$1,301,480.63	\$15,036,480.63	61,785,000.00
2/1/2047	\$0.00	\$1,077,281.26	\$1,077,281.26	
8/1/2047	\$12,960,000.00	\$1,040,101.80	\$14,000,101.80	48,825,000.00
2/1/2048	\$0.00	\$863,550.00	\$863,550.00	
8/1/2048	\$12,440,000.00	\$863,550.00	\$13,303,550.00	36,385,000.00
2/1/2049	\$0.00	\$655,656.25	\$655,656.25	0.00
8/1/2049	\$10,265,000.00	\$614,073.64	\$10,879,073.64	26,120,000.00
2/1/2050	\$0.00	\$492,075.00	\$492,075.00	
8/1/2050	\$9,425,000.00	\$492,075.00	\$9,917,075.00	16,695,000.00
2/1/2051	\$0.00	\$340,312.50	\$340,312.50	
8/1/2051	\$6,695,000.00	\$293,786.80	\$6,988,786.80	10,000,000.01

# FINANCIAL POLICIES

The City of Topeka relies on formal policies, state law, and established financial principles to guide its budgeting and financial practices. It also has policies established in accordance with GAAP and other best practices. These policies set forth the basic framework for the overall fiscal management of the City. The financial policies provide guidelines for evaluating both current activities and proposals for future programs. Most policies and procedures represent long-standing principles, traditions, and practices that guide the City and help to maintain its financial stability. The City continues to review and establish financial policies. The Governing Body adopted policies for capital improvements and debt management in 2004. It also adopted a resolution requiring a structurally balanced General Fund budget beginning in 2006. These and other financial policies are to be reviewed annually and are available online at <http://www.topeka.org>.

## Basis of Budgeting

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Since 2015, the City's annual operating budget has been prepared using the cash basis of budgeting for the budget and modified accrual accounting. Under the **modified accrual** basis of accounting, revenues are recognized only when they become measurable and available to finance expenditures of the fiscal period. Expenditures are recognized when the liability is incurred. The city accounts for governmental funds which includes the General and Debt Service Funds, based on the modified accrual basis of accounting.

## Budgeting, Accounting, and Audit Practices

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Kansas law prescribes the policies and procedures by which the cities prepare the Governing Body of the City to adopt a budget, which is filed with the County Clerk and the State Director of Accounts and Reports. The budget itemizes anticipated revenues and proposed expenditures, detailed by program and object of expenditures, for the next fiscal year. Funds must be balanced so that total resources equal obligations in accordance with Kansas law (K.S.A. 79-2927), which requires that, "the budget of expenditures for each fund shall balance with the budget of revenues for such fund....".

The level of budgetary control or expenditure limit is at the fund level, except for the General Fund which also has established expenditure limits for each Department financed. However, statutes allow for the transfer of budgeted amounts between line items within a fund. Departments are responsible for managing their budgets to the fund or department total level. The City maintains a financial and budgetary control system. Expenditures and revenues are tracked to ensure adherence to the budget and awareness of the financial environment. Monthly reports are prepared that compare actual revenues and expenditures to budgeted amounts and provide a picture of the City's cash position.

# FINANCIAL POLICIES

## Timing and Amendment Process: Revenue Neutral Rate

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During the 2021 State of Kansas legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104. This legislation establishes new notice and public hearing requirements if a municipality's required property tax revenue in its proposed budget will exceed the amount collected in property tax in the prior budget year.

The Revenue Neutral Rate (RNR) is the tax rate in mills that would generate the same property tax revenue in dollars as what the municipality collected the previous year using the current tax year's total assessed valuation.

The Revenue Neutral Rate is calculated by using last year's total property tax raised in dollars divided by the current year's assessed valuation as of June 15. The following process is required to exceed the Revenue Neutral Rate.

The City will receive the assessed value and Revenue Neutral Rate, calculated by the County Clerk, by June 15th of each year. Once received, the City uses this number to determine the budget needs for the upcoming budget year. When doing so, the amount of property tax needed to fund the budget is calculated. From this, it is determined whether the amount needed will require a tax levy that exceeds the predetermined Revenue Neutral Rate. The following process is required follow the RNR requirement.

### **If the Revenue Neutral Rate IS Exceeded:**

By July 20th, the County Clerk must be notified of the City's intent to exceed the Revenue Neutral Rate. The City must hold a public hearing about its intent to exceed. To inform the public, the City must publish a notice on the City's website and in the newspaper for general circulation in the county. This notice must be published 10 days before the public hearing is scheduled. In addition, this notice must provide details on both the Revenue Neutral Rate hearing and overall Budget Approval hearing. These hearings must be completed by September 20th.

The Governing Body votes whether to approve exceeding the Revenue Neutral Rate at the hearing. Once approved, the Governing Body adopts a resolution to exceed the Revenue Neutral Rate. On or before October 1st, the City must certify to the County Clerk the amount of property taxes that will be levied.

### **If the Revenue Neutral Rate is NOT Exceeded:**

If the Revenue Neutral Rate is not exceeded, the City must publish the proposed budget and hearing notice (which includes the Revenue Neutral Rate) on or before August 5th. A public hearing on the budget must be held on or before August 15th. Once approved, the City must certify the budget and tax levied to the County Clerk on or before August 15th.

# FINANCIAL POLICIES

The Kansas State Legislature enacted a cash basis law in 1933 which states in part that it is unlawful, except where bonds, temporary notes, or no-fund warrants are authorized, “for the governing body of any municipality to create any indebtedness in excess of the amount of funds actually on hand in the treasury of such municipality, or to authorize the issuance of any order, warrant or check, or other evidence of such indebtedness of such municipality in excess of the amount of funds actually on hand in the treasury of such municipality at the time for such purpose.”

The purpose of the cash basis law is to prevent municipalities from spending more than they receive annually in operating revenues and to prevent the issuance of short-term debt to cover operating expenditures. Kansas statutes and regulations of the Kansas Board of Accountancy provide for municipal accounting in conformance with generally accepted accounting principles (GAAP). Separate funds are maintained by the City for specific purposes and projects, in compliance with GAAP, State laws and regulations, bond covenants, tax levies, grant agreements, and City ordinances and resolutions. The City prepares an Annual Comprehensive Financial Report (ACFR), disclosing the financial position, results of operations, and changes in fund equities or retained earnings for all funds and account groups in accordance with GAAP. An independent firm of certified public accountants performs annual audits of this information. The audited ACFR is filed in the Office of the City Clerk and with the Nationally Recognized Municipal Securities Information Repositories (NRMSIRs), among other agencies.

## Investment Policy

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The City of Topeka recognizes that effective cash management is an integral component of good financial management. It shall be the policy of the City that funds deemed idle, based on projected cash flow, be invested in a manner that seeks to maximize their productivity until such time as they are needed for the operations of the City. The City’s investment portfolio shall be designed and managed in accordance with this policy to ensure public trust and be consistent with state and local laws. Investments shall be at the highest rates obtainable at the time of the investment, within the limitations of the law and the city’s prudent investment policy in accordance with the following criteria.

## Liquidity and Return on Investment

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The City of Topeka shall remain sufficiently liquid so as to meet all operating needs and expenses. The City will consider liquidity as a priority, while still recognizing the need to maximize yield.

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City’s investment risk constraints, state statutes, and cash flow needs of the City. Investments shall be made at the highest rates obtainable at the time of investment, within the limitation of the law and the City’s prudent investment policy.

# FINANCIAL POLICIES

## Diversification

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Market risk shall be minimized by diversification of investment types. The City shall diversify (where prudent judgment dictates) its investments so that reliance on any one issuer (financial institution) or investment type will not place an undue burden on the City. The investment policy also outlines safeguards, investment procedures, legal authority, and other procedures related to the prudent investment of funds.

## Capital Improvement Policy and Procedure

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The Capital Improvement Policy provides a guideline and methodology for the development of the City's ten-year Capital Improvement Plan (CIP). The first three years of the Capital Improvement Plan is called the Capital Improvement Budget (CIB). Thoughtful planning is essential for all departments submitting CIP requests. The Capital Improvement Policy includes definitions of a capital improvement project and other terms. It provides the following review principles to be followed in the adoption of the CIP:

1. The property tax levy for capital improvements should be maintained at a relatively consistent level from year to year. If movement either upward or downward becomes necessary, it should be done gradually.
2. When considering a consistent capital improvement property tax levy, the City should include the property tax requirements for debt service as well as for projects financed by direct appropriation or other means.
3. The City should maximize utilization of all Federal and State revenue sources for capital improvements.
4. The CIP is viewed as a long-term program that will continue to address capital requirements far into the future. The use of long-term debt should be minimized, allowing the City to put money into actual projects that benefit Topeka residents and businesses rather than into interest payments to financial institutions and bond holders. The City should issue debt only for major capital projects and not try to finance the entire capital program with debt. Bonds should not be used to fund operating projects or costs. Bonds should not be used to fund any project whose expected life does not exceed the maturity on the bonds. To the extent practicable, bonded indebtedness should be considered only for major capital projects where the City share is a minimum of \$100,000.
5. Approved capital improvement projects should have a funding plan or maintenance and operating costs identified in the project description and project budget. When feasible, priority should be given to those that will result in a reduction in operating costs.

# FINANCIAL POLICIES

## Capital Improvement Policy and Procedure Continued

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6. The City should not acquire and hold land that is not needed for existing or near future City purposes. Land for projects that are not part of the approved ten-year Capital Improvement Plan should not be acquired, except as part of a long-range annexation plan or other adopted plan.
7. Unless otherwise mandated by City ordinances, revenues derived from the sale and lease of surplus City real properties should be dedicated to the Capital Improvement Program and programmed after receipt by the City.
8. Enterprise funds should generate sufficient revenue to finance operations and related capital projects including debt service.
9. The City should fully investigate alternative financing sources for its capital projects, but should use such sources only if it can be clearly shown that they are in the best interests of the City.
10. The City should maximize utilization of current facilities and should give higher priority to maintaining present facilities and infrastructure over new construction where feasible.
11. In order to increase the long-term use of a City facility, as much flexibility as is consistent with operating efficiency should be built into all new or renovated facilities projects that the City undertakes.
12. Inflation factors for all projects in the capital improvement program should be considered each year and appropriate adjustments made to all project estimates.
13. All projects shall be reviewed by the CIP Review Committee for a recommendation to the City Manager and City Council.

In accordance with the definition of a capital improvement, City Departments submit capital improvement requests for each ten year period of the Capital Improvement Budget and Plan. Projects are to be submitted by priority and year. The CIP Review Team, which is a cross-departmental group, will then review all projects and rank them based on established Capital Project Criteria. These rankings will be provided to the City Manager for use in determining the City Manager's recommended CIP. The Public Works City Engineer and the Budget Manager will prepare a status report of prior approved projects. This status review allows the City Manager and Governing Body the opportunity to stay informed of these projects. Individual requests and a compilation are forwarded to the City Planning Commission for their review and input to the City Manager and Governing Body. The City Manager reviews the capital improvement project requests, considers the recommendations of the Planning Commission, if available, and develops the City Manager's Proposed CIP. The Proposed CIP is presented to the Governing Body, which reviews the document and makes changes as it deems necessary. The Governing Body has the final responsibility to adopt the CIB and CIP.

# FINANCIAL POLICIES

## Debt Management Policy

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The debt management policy establishes debt issuance management guidelines. The policy is applicable to all debt financing for the City of Topeka. The City of Topeka projects debt requirements on a five-year basis to facilitate better short-term decisions in light of other priorities that may arise, and to examine the long-range implications and effects of existing and contemplated debt. The City does not fund current operations or routine maintenance costs from the proceeds of long-term debt. The City confines long-term borrowing and capital leases to capital acquisitions, improvements, projects, or equipment that cannot be financed from current financial resources, under the following circumstances:

- The project is included in the City's Capital Improvement Budget;
- The project is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the City;
- The project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing;
- Existing or projected revenues are sufficient to service the planned debt;
- The cost of the asset or assets financed would place an undue burden on today's current tax- or rate-payers if financed on a "pay-as-you-go" basis; or
- The use of debt is necessary to promote the stability over time of the City's property tax demands or user fee levels.

In an effort to conserve statutorily limited debt capacity, the City borrows only when necessary and uses "pay-as-you-go" financing to the extent possible. The City intends to maintain its overall debt burden within the following generally accepted benchmarks as established for municipalities by municipal debt rating agencies:

- Net debt per capita should remain under nine hundred fifty dollars (\$950).
- Net debt as a percentage of estimated assessed value of taxable property within the City's corporate limits should not exceed thirteen percent (13%).
- The ratio of debt service expenditures as a percent of governmental fund expenditures should not exceed fourteen percent (14%).
- The debt per capita as a percentage of personal income per capita should not exceed five percent (5%).
- The City strives to achieve, and maintain a General Fund "Fund Balance" equal to no less than ten percent (10%) of General Fund "Revenue" for the next year.

The City strives to achieve, maintain, and, whenever possible, improve its bond credit ratings, currently assigned by Standard & Poor's Ratings Services for GO and Temp Notes, and Moody's Rating Services for Revenue Bonds. Ratings as of Fall 2022 are: General Obligation Bonds "AA"; General Obligation Temporary Notes rated "SP -1+", and Revenue Bonds rated "Aa3". The City understands that such ratings will facilitate the achievement of favorable interest rates in, and the preservation of its access to, the credit markets.

# FINANCIAL POLICIES

## Debt Management Policy Continued

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In general, the City adheres to the following debt guidelines:

- When measuring its commitment to its infrastructure and related service delivery potential, the City addresses both its capital needs and its operating and maintenance requirements.
- In the case of capital needs, when measuring inter-period equity, the City considers the allocation of any debt burden among generations that will benefit from the financed capital assets, as well as the need to distribute the financing burden over appropriate fiscal periods.
- The City uses a level debt service strategy as a means to equalize the burden of its debt service assessment over time. This approach provides a slightly declining percentage of budget over time, presuming a gradually increasing budget.
- The City maintains a minimum ratio of Combined Utility Fund revenues to annual total revenue bond debt service requirements of 125%, and maintain operating reserves of 90 days.
- The City strives to keep the average maturity of its general obligation bonds at or below fifteen (15) years.
- When the City finances capital projects by issuing bonds, it will amortize the debt over a term not to exceed the average useful life of the projects being financed.

The City shall review at least annually its outstanding debt for economic refunding opportunities. The City shall evaluate refunding opportunities on a net present value savings basis, considering for execution those refunding opportunities that stand to produce present value savings as a ratio of refunded principal of no less than 3%, 5% and 7% for current, advance and synthetic refunding, respectively. Refunding or restructuring opportunities that do not meet these minimum savings thresholds, but are otherwise determined to produce substantive economic, strategic, budgetary or other material benefits to the City may be considered. Unless an alternative structure is deemed to serve a particularly prudent, economical or strategic purpose, refunding savings shall be structured substantially evenly over the life of the refunded bonds, or in a manner to reduce the terms of the bond repayment cycle.

The City shall evaluate each project to determine the most affordable and/or advantageous method of financing with consideration for the following principles. In general, “pay-as-you-go” capital projects shall be characterized by a cost of no more than \$125,000, an asset life of no more than five years, or an improvement that is expected to extend the useful life of an existing capital asset by no more than five years. Debt financing capital projects shall generally be restricted to major, non-recurring capital expenditures for assets or asset improvements costing in excess of \$125,000 and having an expected useful life in excess of five years.

The City confines long-term debt financing to capital items with useful lives of ten or more years, which cannot be financed from current revenues or fund equity. When appropriate, the City uses special assessment taxes or other user-based revenue sources to pay the costs of related debt financing, so that those benefiting from the improvements will absorb all or most of the cost of the capital item being financed.

# FINANCIAL POLICIES

## Debt Management Policy Continued

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The City uses State Revolving Fund (SRF) Loan programs in lieu of revenue bond financing for utility projects whenever such funds are available at more favorable rates. The City continues to monitor bond rating agency concerns with overall utility debt levels when participating in the SRF program.

The City will continue to comply with SEC Rules by disclosing and updating its financial information to nationally recognized municipal securities information repositories, bondholders, and appropriate municipal debt rating agencies.

The City will continue to follow a policy of full disclosure in its Annual Comprehensive Financial Report and in its bond offering documents. The Debt Management Policy also lays out guidelines for debt administration and financing procedures and methods. This includes investment and arbitrage, use of an independent financial advisor, temporary note financing, conduit financing, and communication with credit rating agencies.

# GLOSSARY

**BOND**: A written promise to pay a sum of money (the face value or principal amount) plus interest at a specified date in the future (the maturity date).

**BUDGET**: A plan of financial operation for a given time period based on proposed expenditures and revenues.

**CAPITAL ASSET**: A tangible asset owned by a government which has an initial cost greater than \$5,000 and a useful life of three years or more. Examples of capital assets include land, buildings, furniture, fixtures, and equipment.

**CAPITAL IMPROVEMENT PLAN (CIP)**: A capital improvement plan is a long-term multiyear plan for capital improvement projects (things such as street repair, facility maintenance, and water treatment plant upgrades). The **CAPITAL IMPROVEMENT BUDGET (CIB)** is the first three years of this plan.

**CAPITAL OUTLAY**: A category of expense related to spending money on/related to capital assets that are not included in the capital project fund.

**COMMODITIES**: Commodity expenditures include costs for materials. Examples are items such as asphalt, rock, sand, salt, insecticide, fuel, chemicals, and office supplies.

**CONTRACTUALS**: Contractual costs are expenditures related to the operations of the City. They include items such as property insurance premiums, utility costs, printing services, rent, and maintenance services.

**DEBT FINANCING**: The borrowing of money by government in order to obtain funding to pay for large scale projects and assets over the long term.

**DEBT SERVICE FUND**: Money in the Debt Service fund is used to pay off the City's debt principal and interest.

**DEFICIT**: A budget deficit occurs when the expenses are greater than the collected or expected revenues.

**ENTERPRISE FUND**: A fund established to record the financial transactions of an enterprise operation. An enterprise operation operates like a private sector business (such as the City's water utility) and receives revenues from fees charged for services.

**EXPENDITURES**: Decreases in financial resources for Governmental and Fiduciary Funds (money going out). Expenditures include current operating expenses funded through resources such as current assets, intergovernmental payments, or debt service.

**EXPENSES**: Outflows of assets and/or incurrence of liabilities in Proprietary Funds from activities within an organization's typical or central operations (money going out)

# GLOSSARY

**FISCAL YEAR:** A period of time for the operating budget. The City of Topeka uses the calendar year as its fiscal year.

**FULL-TIME EQUIVALENT (FTE):** FTEs are a common unit used when budgeting for personnel costs. This is an employee position expressed as a decimal equivalent of a full-time position (40 hours a week, or 2,080 hours worked per year). For example, a City employee working 20 hours a week would be considered 0.5 FTE, while an employee with a typical full-time schedule is 1 FTE.

**FUND:** A fiscal and accounting entity where financial resources, liabilities, expenses, and other changes are recorded. Funds are typically related to a specific activity and often have special regulations or restrictions.

**FUND BALANCE:** The total dollars remaining after current expenditures for operations and debt service for capital improvements are subtracted from the sum of the beginning fund balance and current resources.

**GENERAL FUND:** As the City's largest fund, the General Fund (GF) includes all financial resources that are not in another fund. Services like public safety, public works, and administration are included in the GF.

**GENERAL OBLIGATION BONDS:** A G.O. Bond is debt issued by a government that is backed by the full faith, credit, and taxing power of the City.

**GRANT:** A contribution of funding by one governmental unit or organization to another. Often, these contributions are made to local governments from the Federal and State government for specified purposes and projects.

**INFRASTRUCTURE:** A permanent installation, facility, or system that provides service to the public. Examples include buildings, roads, and water treatment plants.

**INTERGOVERNMENTAL REVENUES:** Revenues that are collected by one government but shared with another government.

**LEVY:** (1) (Verb) to impose taxes, special assessments or service charges for the support of government activities. (2) (Noun) The amount of taxes, special assessments, or service charges applied by a government.

**MILL:** One mill is \$1 per \$1000 of assessed value. Property tax rates are expressed in mills.

**OPERATING BUDGET:** The annual operating budget is the primary means by which most of the revenue collection, spending, and service delivery activities of a government are controlled.

# GLOSSARY

**PERSONNEL COST:** Salaries, wages, benefits, and other labor costs. Personnel costs comprise a large portion of the City's budget.

**REVENUE:** An increase in the net assets of a fund (money coming in). The City primarily collects revenues from taxes and fees.

**REVENUE BOND:** A bond that is payable from a specific source of revenue. For example, water treatment plant upgrades are often funded through revenue bonds based on revenue from customer charges. Unlike a General Obligation bond, the full faith and credit of the City's taxing power is not pledged.

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
101 - GENERAL	780.67	791.57	803.32	802.35
10101 - CITY COUNCIL	10.00	10.00	10.00	11.00
1010110 - CITY COUNCIL	10.00	10.00	10.00	11.00
COUNCIL MEMBER	9.00	9.00	9.00	9.00
SENIOR EXECUTIVE ASSISTANT	1.00	1.00	1.00	2.00
10102 - CITY MANAGER	11.00	13.00	17.00	20.60
1010210 - CITY MANAGER	11.00	13.00	13.00	15.00
ADMINISTRATIVE OFFICER	2.00	2.00	2.00	3.00
ASSISTANT CITY MANAGER				1.00
CHIEF OF STAFF	1.00	1.00		
CITY CLERK	1.00	1.00	1.00	1.00
CITY MANAGER	1.00	1.00	1.00	1.00
COMMUNICATIONS & PRODUCTION MANAGER				1.00
DEI OFFICER		1.00		
DEPUTY CITY MANAGER			1.00	1.00
DIV DIRC OF COMMUNICATIONS & MEDIA RELATIONS		1.00	1.00	1.00
EMERGENCY MANAGEMENT OFFICER				1.00
Employee Investigator		1.00		
INDEPENDENT POLICE AUDITOR	1.00			
LANGUAGE ACCESS COORDINATOR			1.00	
MEDIA RELATIONS DIRECTOR	1.00			
PRODUCTION SPECIALIST	3.00	2.00	2.00	2.00
PUBLIC RELATIONS SPECIALIST			3.00	2.00
PUBLIC RELATIONS SPECIALIST II		1.00		
SENIOR EXECUTIVE ASSISTANT	1.00	2.00	1.00	1.00
1010215 - DEI Office			4.00	5.60
CHIEF DIVERSITY EQUITY & INCLUSION OFFICER			1.00	1.00
DIVISION DIRECTOR - COMMUNITY ENGAGEMENT			1.00	1.00
OMBUDSMAN			1.00	1.00
PROGRAM ADMINISTRATOR			1.00	1.00
PROGRAM COORDINATOR				1.00
SENIOR PROGRAM COORDINATOR				0.60
10103 - CITY ATTORNEY	9.90	9.90	12.90	12.15
1010310 - GENERAL GOVERNMENT & CRIMINAL PROSECUTION	9.90	9.90	12.90	12.15
ASSISTANT ATTORNEY	3.00		2.00	2.00
ASSOCIATE ATTORNEY		2.00		
CHIEF OF PROSECUTION	1.00	1.00	1.00	1.00
CITY ATTORNEY	0.65	0.65	0.65	0.65
DEPUTY CHIEF OF PROSECUTION		1.00	1.00	1.00
DEPUTY CITY ATTORNEY	0.75	0.75	0.75	

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
INTERNAL INVESTIGATOR / IPA			1.00	1.00
LEGAL SERVICES AND OPERATIONS MANAGER				0.00
LEGAL SPECIALIST			2.00	2.00
LEGAL SPECIALIST I	2.00	1.00		
LEGAL SPECIALIST II		1.00		
LEGAL SPECIALIST III	1.00	1.00		
PARALEGAL				1.00
SENIOR ATTORNEY	0.75	0.75	1.75	2.50
SENIOR LEGAL SPECIALIST			1.00	1.00
SENIOR PARALEGAL	0.75	0.75	1.75	
10104 - FINANCIAL SERVICES	23.00	26.00	27.00	26.00
1010410 - CENTRAL ACCOUNTING & CASH	23.00	26.00	27.00	26.00
ACCOUNTANT			2.00	2.00
ACCOUNTANT II	2.00	3.00		
ACCOUNTING SPECIALIST			2.00	3.00
ACCOUNTING SPECIALIST I	1.00	1.00	1.00	1.00
ACCOUNTING SPECIALIST II	2.00	1.00		
ACCOUNTING SPECIALIST III	4.00	5.00		
ADMINISTRATIVE OFFICER	2.00	2.00	1.00	2.00
BUDGET & PERFORMANCE MANAGER	1.00			
BUSINESS SERVICE MANAGER	1.00	1.00		
CHIEF FINANCIAL OFFICER			1.00	1.00
DEPUTY DIRECTOR OF FINANCE		1.00	1.00	1.00
DIRECTOR OF ADMIN & FINC SVCS	1.00	1.00		
DIVISION DIRECTOR OF BUDGET AND PROCUREMENT				1.00
DIVISION DIRECTOR PROCUREMENT	1.00	1.00		
GRADUATE FELLOW		2.00	1.00	

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
MANAGEMENT ANALYST	2.00		2.00	2.00
MANAGEMENT ANALYST II		2.00		
MANAGER BUDGET			1.00	1.00
MANAGER BUSINESS			1.00	
MANAGER FINANCE	2.00	1.00		
MANAGER PAYROLL	1.00	1.00	1.00	1.00
MANAGER PROCUREMENT			1.00	1.00
OFFICE SPECIALIST			1.00	
PROCUREMENT OFFICER I	3.00	3.00	2.00	2.00
PROCUREMENT OFFICER II			1.00	1.00
SENIOR ACCOUNTANT			1.00	1.00
SENIOR ACCOUNTING SPECIALIST			5.00	4.00
SENIOR GRANTS PROGRAM ADMINISTRATOR		1.00	1.00	1.00
SENIOR PROJECT MANANGER			1.00	1.00
10105 - MUNICIPAL COURT	18.67	18.67	20.67	21.00
1010510 - MC JUDICIAL	18.67	18.67	20.67	21.00
ADMIN MUNICIPAL COURT JUDGE	1.00	1.00	1.00	1.00
ASSOCIATE MUNICIPAL COURT JUDGE	1.00	1.00		
COURT CLERK I	2.00	2.00	2.00	2.00
COURT CLERK II	7.67	7.67	7.67	8.00
DEPUTY MUNICIPAL COURT ADMIN	1.00	1.00	1.00	1.00
MUNICIPAL COURT ADMINISTRATOR/	1.00	1.00	1.00	1.00
MUNICIPAL COURT JUDGE			1.00	1.00
OFFICE SPECIALIST	3.00	3.00	3.00	3.00
PROBATION OFFICER I	2.00	2.00	1.00	2.00
PROBATION OFFICER II			2.00	1.00
SENIOR PROBATION OFFICER			1.00	1.00
10106 - HUMAN RESOURCES	10.00	9.00	10.00	10.50
1010610 - HUMAN RESOURCES	10.00	9.00	10.00	10.50
CDL & EQUIPMENT CERTIFICATION MANAGER			1.00	1.00
DEPUTY DIRECTOR OF HUMAN RESOURCES		1.00	1.00	1.00
DIRECTOR OF HUMAN RESOURCES	1.00	1.00	1.00	0.50
HRIS ANALYST	1.00	1.00	1.00	
HUMAN RESOURCES ASSISTANT	2.00	1.00	1.00	2.00
HUMAN RESOURCES GENERALIST		1.00	1.00	1.00
HUMAN RESOURCES SPECIALIST		1.00	1.00	1.00
MANAGER HUMAN RESOURCES	2.50	0.50	0.50	2.00
SENIOR HRIS ANALYST	1.00	1.00	1.00	1.00
SENIOR HUMAN RESOURCES MANAGER				0.50
SENIOR HUMAN RESOURCES SPECIALIST	1.50	1.50	1.50	0.50

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
WELLNESS COORDINATOR	1.00			
10107 - MAYOR'S OFFICE	2.00	2.00	2.00	2.00
1010710 - MAYOR'S OFFICE	2.00	2.00	2.00	2.00
ASSISTANT TO THE MAYOR	1.00	1.00		
MAYOR	1.00	1.00	1.00	1.00
SENIOR EXECUTIVE ASSISTANT			1.00	1.00
10120 - FIRE DEPARTMENT	246.00	247.00	247.00	247.00
1012010 - FIRE ADMINISTRATION & BUSINESS SERVICES	4.00	5.00	4.00	4.00
ADMINISTRATIVE OFFICER	1.00	1.00		
BUSINESS SERVICES MANAGER	1.00	1.00		
DIVISION CHIEF FIRE - ADMINISTRATION		1.00	1.00	1.00
EXECUTIVE ASSISTANT II			1.00	1.00
FIRE CHIEF	1.00	1.00		
MANAGER BUSINESS			1.00	1.00
OFFICE SPECIALIST	1.00	1.00	1.00	1.00
1012015 - FIRE PREVENTION	10.00	10.00	10.00	10.00
ASSISTANT FIRE MARSHAL/FIRE PLANS EXAMINER	1.00	1.00	1.00	1.00
FIRE MARSHALL	1.00	1.00	1.00	1.00
INSPECTOR I FIRE		1.00	1.00	
INSPECTOR III FIRE	4.00	3.00	3.00	2.00
INVESTIGATOR I	1.00			1.00
INVESTIGATOR III FIRE	2.00	3.00	3.00	1.00
LIEUTENANT FIRE				1.00
PUBLIC EDUCATION OFFICER I	1.00	1.00	1.00	
PUBLIC EDUCATION OFFICER II				1.00
TRAINING OFFICER I				2.00
1012016 - FIRE TRAINING	4.00	5.00	5.00	5.00
DIVISION CHIEF FIRE - TRAINING/EMS		1.00	1.00	1.00
DIVISION CHIEF FIRE-TRAINING	1.00			
INSPECTOR I FIRE				2.00
TRAINING OFFICER I	1.00	1.00	2.00	
TRAINING OFFICER II		1.00		
TRAINING OFFICER III	2.00	2.00	2.00	2.00
1012017 - FIRE OPERATIONS	227.00	227.00	228.00	228.00
ADVANCED FIREFIGHTER	15.00	20.00	5.00	5.00
APPARATUS OPERATOR	54.00	54.00	54.00	54.00
BATTALION FIRE CHIEF (24 HR)	6.00	6.00	6.00	6.00
CAPTAIN FIRE	54.00	54.00	54.00	54.00
Deputy Chief Fire	1.00			
DEPUTY FIRE CHIEF		1.00	1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
DIVISION CHIEF FIRE	1.00			
DIVISION CHIEF FIRE - OPERATIONS		1.00	1.00	1.00
FIRE CHIEF			1.00	1.00
FIREFIGHTER I	18.00	11.00	13.00	13.00
FIREFIGHTER II	9.00	9.00	18.00	16.00
FIREFIGHTER III	12.00	14.00	18.00	20.00
INVESTIGATOR III FIRE				1.00
LIEUTENANT FIRE	54.00	54.00	54.00	53.00
SHIFT COMMANDER FIRE	3.00	3.00	3.00	3.00
1012018 - FIRE EMS	1.00			
DIVISION CHIEF FIRE - EMS	1.00			
10125 - POLICE DEPARTMENT	344.00	349.00	351.00	350.00
1012510 - POLICE EXECUTIVE BUREAU	27.00	31.00	25.00	25.00
ADMINISTRATIVE OFFICER		1.00	2.00	2.00
BUILDING SECURITY OFFICER		2.00	2.00	2.00
BUSINESS SERVICE MANAGER	1.00	1.00		
DEPUTY CHIEF OF POLICE	1.00	1.00	1.00	1.00
EXECUTIVE ASSISTANT I	1.00	1.00		
EXECUTIVE ASSISTANT II			1.00	1.00
MANAGER BUSINESS			1.00	1.00
OFFICE ASSISTANT II	1.00	1.00	1.00	1.00
POLICE ACCREDITATION COORDINATOR			1.00	1.00
POLICE CHIEF	1.00	1.00	1.00	1.00
POLICE DETECTIVE	3.00	3.00		
POLICE LIEUTENANT	3.00	3.00	3.00	3.00
POLICE MAJOR			1.00	1.00
POLICE OFFICER	6.00	6.00	4.00	4.00
POLICE SERGEANT	7.00	7.00	6.00	6.00
PUBLIC RELATIONS SPECIALIST II	1.00	1.00		
SENIOR ATTORNEY	1.00	1.00		
SENIOR BUILDING SECURITY OFFICER		1.00	1.00	1.00
SENIOR PROJECT MANAGER	1.00	1.00		

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
1012512 - POLICE CRIMINAL INVESTIGATIONS BUREAU	55.00	56.00	59.00	59.00
GRAND JURY CASE COORDINATOR			1.00	1.00
OFFICE ASSISTANT II	1.00	1.00	1.00	
OFFICE ASSISTANT III				1.00
POLICE CAPTAIN	1.00	1.00	1.00	1.00
POLICE DETECTIVE	34.00	34.00	37.00	37.00
POLICE LIEUTENANT	2.00	2.00	2.00	2.00
POLICE MAJOR	1.00	1.00	1.00	1.00
POLICE OFFICER	5.00	5.00	6.00	6.00
POLICE OFFICER - CORPORAL RATE	1.00	1.00		
POLICE SERGEANT	9.00	9.00	9.00	9.00
PROGRAM COORDINATOR			1.00	1.00
SENIOR PROGRAM COORDINATOR	1.00	1.00		
SENIOR PROJECT MANAGER		1.00		
1012513 - POLICE FIELD OPERATIONS BUREAU	186.00	187.00	190.00	190.00
OFFICE ASSISTANT II	1.00	1.00	1.00	1.00
POLICE CAPTAIN	3.00	3.00	3.00	3.00
POLICE LIEUTENANT	7.00	7.00	7.00	7.00
POLICE MAJOR	2.00	2.00	2.00	2.00
POLICE OFFICER	112.00	113.00	109.00	109.00
POLICE OFFICER - CORPORAL RATE	4.00	4.00	3.00	2.00
POLICE OFFICER IN TRAINING	36.00	36.00	43.00	44.00
POLICE SERGEANT	21.00	21.00	22.00	22.00
1012514 - POLICE COMMUNITY OUTREACH BUREAU	76.00	75.00	77.00	76.00
ANIMAL CONTROL OFFICER	4.00	4.00	3.00	4.00
ANIMAL CONTROL SUPERVISOR			1.00	1.00
CRIME ANALYSIS UNIT COORDINATOR	1.00	1.00	1.00	1.00
CRIME ANALYST	1.00	1.00	1.00	1.00
INVENTORY SPECIALIST	4.00	4.00	4.00	4.00
MANAGER POLICE RECORDS			1.00	1.00
NETWORK ENGINEER III	1.00	1.00		
OFFICE ASSISTANT I	1.00	1.00	1.00	
OFFICE ASSISTANT II				1.00
POLICE DETECTIVE	1.00	1.00	1.00	1.00
POLICE LIEUTENANT	2.00	2.00	2.00	2.00
POLICE OFFICER	33.00	32.00	32.00	32.00
POLICE RECORDS CLERK	17.00	17.00	17.00	17.00
POLICE RECORDS SUPERVISOR			2.00	2.00
POLICE SERGEANT	4.00	4.00	4.00	4.00
PROPERTY/EVIDENCE SUPERVISOR			1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
PUBLIC SAFETY SYSTEM ADMINISTRATOR			1.00	1.00
SENIOR ANIMAL CONTROL OFFICER	1.00	1.00	2.00	1.00
SENIOR NETWORK ENGINEER			1.00	1.00
SENIOR SYSTEM DEVELOPER			1.00	
SENIOR USER SYSTEM CONSULTANT			1.00	1.00
SUPERVISOR I	2.00	2.00		
SUPERVISOR II	1.00	1.00		
SUPERVISOR III	1.00	1.00		
SYSTEM DEVELOPER II	1.00			
SYSTEM DEVELOPER III	1.00	1.00		
USER SYSTEM CONSULTANT III		1.00		
10130 - PUBLIC WORKS	56.00	54.00	45.25	44.60
1013010 - PUBLIC WORKS BUSINESS SUPPORT	13.00	12.25	5.25	3.85
DEPUTY DIRECTOR PUBLIC WORKS	1.00	0.25	0.25	0.85
DIRECTOR OF PUBLIC WORKS	1.00	1.00	1.00	1.00
EXECUTIVE ASSISTANT II			1.00	1.00
GIS ANALYST	1.00	1.00		
GIS MANAGER	1.00			
GIS TECHNICIAN	2.00	2.00		
MANAGEMENT ANALYST			1.00	
MANAGER COMMUNITY EDUCATION	1.00	1.00		
MANAGER PUBLIC WORKS BUSINESS SERVICES			1.00	1.00
MANAGER TECHNICAL SUPPORT	1.00	1.00		
OFFICE ASSISTANT III	1.00	1.00		
SENIOR GIS ANALYST	1.00	1.00		
SENIOR MANAGEMENT ANALYST			1.00	
TECH SUPPORT ANALYST II	2.00	3.00		
TECH SUPPORT ANALYST III	1.00	1.00		
1013019 - PUBLIC WORKS ENGINEERING	22.00	22.75	21.00	18.75
ACCOUNTING SPECIALIST II	1.00	1.00	1.00	
ADMINISTRATIVE OFFICER		1.00		
BUSINESS SERVICES MANAGER	1.00			
CITY ENGINEER	1.00	1.00	1.00	1.00
DIVISION DIRECTOR OF BUSINESS SERVICES		0.75		
ENGINEER			2.00	2.75
ENGINEER II	2.00	2.00		
ENGINEER III	1.00	1.00		
ENGINEERING TECHNICIAN I	3.00	3.00	3.00	3.00
ENGINEERING TECHNICIAN II	4.00	4.00	4.00	3.00
ENGINEERING TECHNICIAN III	2.00	2.00	1.00	

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
MANAGEMENT ANALYST	1.00			1.00
MANAGER CONSTRUCTION INSPECTI	1.00	2.00	1.00	1.00
MANAGER SPECIAL PROJECTS	1.00	1.00		
MANAGER SURVEY DESIGN & REC	1.00	1.00	1.00	1.00
OFFICE ASSISTANT III	1.00	1.00	1.00	1.00
RIGHT OF WAY AGENT	1.00	1.00	1.00	1.00
SENIOR ENGINEER			2.00	
SENIOR ENGINEERING TECHNICIAN			1.00	2.00
SENIOR MANAGEMENT ANALYST				1.00
SENIOR PROJECT MANAGER			1.00	
TRAFFIC ENGINEER	1.00	1.00	1.00	1.00
1013020 - TRANS OPERATIONS	12.00	10.00	10.00	13.00
ELECTRONICS TECHNICIAN I	1.00	2.00	2.00	2.00
ELECTRONICS TECHNICIAN II	3.00	2.00	2.00	2.00
EQUIPMENT OPERATOR I	2.00			4.00
EQUIPMENT OPERATOR II	1.00			1.00
EQUIPMENT OPERATOR III	1.00	2.00	2.00	
INFRASTRUCTURE SUPPORT MANAGER	2.00	2.00		
MANAGER INFRASTRUCTURE			2.00	2.00
OFFICE ASSISTANT III	1.00	1.00	1.00	
OFFICE SPECIALIST				1.00
TRAFFIC OPERATIONS COORDINATOR			1.00	1.00
TRAFFIC OPS ADMINISTRATOR	1.00	1.00		
1013070 - FACILITIES OPERATIONS	9.00	9.00	9.00	9.00
ARBORIST I	2.00	2.00	1.00	1.00
ARBORIST II	2.00	2.00	3.00	3.00
ARBORIST III	3.00	3.00	3.00	3.00
FIELD OPERATIONS SUPERVISOR			1.00	1.00
MANAGER FORESTRY	1.00	1.00	1.00	1.00
SUPERVISOR III	1.00	1.00		
10150 - TOPEKA ZOOLOGICAL PARK	3.00	3.00	3.00	
1015020 - ZOO ANIMAL CARE	2.00	2.00	2.00	
MANAGER ZOO OPERATIONS			1.00	
ZOO KEEPER	1.00	1.00	1.00	
ZOO OPERATIONS MANAGER	1.00	1.00		
1015030 - ZOO EDUCATION & CONSERVATION	1.00	1.00	1.00	
ZOO VETERINARIAN	1.00	1.00	1.00	
10160 - PLANNING DEPARTMENT	27.10	28.00	36.50	36.50
1016010 - PLANNING DEPARTMENT	8.10	9.00	10.00	10.00
ADMINISTRATIVE OFFICER	0.90	1.00	1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
ASSOCIATE PLANNER			1.00	
DEPUTY DIRECTOR OF ECONOMIC DEVELOPMENT			1.00	1.00
DIRECTOR OF PLANNING DEVEL SVS & HOUSING	0.80	1.00	1.00	1.00
DIVISION DIRECTOR OF PLANNING	1.00	1.00	1.00	1.00
MANAGEMENT ANALYST			1.00	1.00
PLANNER I	2.00	2.00	1.00	1.00
PLANNER II	2.20	2.00	2.00	3.00
PLANNER III	1.20	1.00		
SENIOR PLANNER			1.00	1.00
ZONING INSPECTOR		1.00		
1016015 - PLANNING - DEVELOPMENT SERVICES	19.00	19.00	21.00	21.00
ACCOUNTING SPECIALIST II	1.00			
ADMINISTRATIVE OFFICER	1.00	1.00	2.00	2.00
COMPLIANCE INSPECTOR I	1.00	1.00	1.00	1.00
DEVELOPMENT NAVIGATOR				1.00
DIV DIRC DEVELOPMENT SVCS	1.00	1.00	1.00	1.00
LAND DEVELOPMENT COORDINATOR	1.00	1.00	1.00	
MANAGER FIELD SERVICES	1.00	1.00	1.00	1.00
MANAGER PERMITS		1.00		
MANAGER PERMITTING			1.00	1.00
MANAGER SPECIAL PROJECTS	1.00			
OFFICE SPECIALIST	1.00	1.00	2.00	2.00
Permit Specialist		1.00		
PLAN REVIEWER	1.00	2.00	1.00	2.00
PROJECT MANAGER	1.00			
TRADE INSPECTOR	8.00	9.00	9.00	8.00
ZONING INSPECTOR	1.00		2.00	2.00
1016020 - Housing Division			5.50	5.50
EAS/HOUSING NAVIGATOR			1.00	
FRONT DESK OFFICE SPECIALIST			1.00	
OFFICE SPECIALIST				1.00
PROGRAM COORDINATOR			3.00	4.00
SENIOR PROGRAM ADMINISTRATOR			0.50	0.50
10170 - NEIGHBORHOOD RELATIONS	20.00	22.00	21.00	21.00
1017010 - NR ADMIN & COMMUNITY ENGAGEMENT	4.00	6.00		
Blight Crew Members		2.00		
COMMUNITY ENGAGEMENT DIRECTOR & OMBUDSMAN	1.00	1.00		
SENIOR PROGRAM ADMINISTRATOR	1.00	1.00		
SENIOR PROGRAM COORDINATOR	2.00	1.00		
USER SYSTEM CONSULTANT III		1.00		

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
1017015 - NR PROPERTY MAINTENANCE	16.00	16.00	21.00	21.00
ABATEMENT SPECIALIST I		1.00	1.00	1.00
ABATEMENT SPECIALIST II		1.00	1.00	1.00
DIVISION DIRECTOR PROP MAINT CODE ENFORCEMENT	1.00	1.00		
DIVISION DIRECTOR PROPERTY MAINTENANCE			1.00	1.00
EQUIPMENT OPERATOR II	1.00			
EQUIPMENT OPERATOR III	1.00			
HOUSING NAVIGATOR			1.00	1.00
MANAGER SPECIAL PROJECTS		1.00		
OFFICE ASSISTANT II	1.00	1.00	1.00	
OFFICE ASSISTANT III				1.00
PROGRAM ADMINISTRATOR				1.00
PROPERTY MAINT INSPECTOR I		2.00	10.00	9.00
PROPERTY MAINT INSPECTOR II	9.00	7.00	3.00	3.00
PROPERTY MAINTENANCE SUPERVISOR			2.00	2.00
SENIOR PROGRAM ADMINISTRATOR	1.00			
SENIOR PROJECT MANAGER			1.00	1.00
SUPERVISOR II	2.00			
SUPERVISOR III		2.00		
229 - ALCOHOL & DRUG SAFETY	1.33	1.33	0.33	
22905 - ALCOHOL & DRUG SAFETY	1.33	1.33	0.33	
2290553 - ALCOHOL & DRUG SAFETY	1.33	1.33	0.33	
COURT CLERK II	0.33	0.33	0.33	
PROBATION OFFICER II	1.00	1.00		
236 - SPECIAL LIABILITY EXP	5.10	5.10	5.10	5.85
23603 - SPECIAL LIABILITY	5.10	5.10	5.10	5.85
2360321 - SPECIAL LIABILITY	5.10	5.10	5.10	5.85
ASSOCIATE ATTORNEY	1.00			
CHIEF OF LITIGATION	1.00	1.00	1.00	1.00
CITY ATTORNEY	0.35	0.35	0.35	0.35
DEPUTY CITY ATTORNEY	0.25	0.25	0.25	
LEGAL SERVICES AND OPERATIONS MANAGER				1.00
LEGAL SPECIALIST			1.00	1.00
LEGAL SPECIALIST II	1.00	1.00		
SENIOR ATTORNEY	0.25	1.25	1.25	1.50
SENIOR PARALEGAL	1.25	1.25	1.25	1.00
291 - SPECIAL STREET REPAIR	53.00	55.00	61.00	58.00
29130 - TRANS OPERATIONS	53.00	55.00	61.00	58.00
2913020 - TRANS OPERATIONS	53.00	55.00	61.00	58.00
ADMINISTRATIVE OFFICER			1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
DEPUTY DIRECTOR PUBLIC WORKS	1.00	1.00	1.00	1.00
EQUIPMENT OPERATOR I		2.00	1.00	
EQUIPMENT OPERATOR II			1.00	
INFRASTRUCTURE PLANNER	1.00	1.00		
INFRASTRUCTURE SUPPORT MANAGER	4.00	4.00		
MAINTENANCE WORKER II			6.00	6.00
MANAGEMENT ANALYST	1.00	1.00		
MANAGER INFRASTRUCTURE			5.00	5.00
MANAGER STREETS			1.00	1.00
MANAGER TRAFFIC			1.00	1.00
OFFICE SPECIALIST	1.00	1.00	1.00	1.00
PROGRAM COORDINATOR	1.00	1.00	1.00	
SAFETY AND TRAINING COORDINATOR			1.00	1.00
SENIOR PROGRAM COORDINATOR	1.00	1.00		
STREET MAINTENANCE WORKER	31.00	31.00	24.00	23.00
STREET MAINTENANCE WORKER SENIOR	4.00	2.00	2.00	2.00
STREET MAINTENANCE WORKER SPECIALIST		1.00	1.00	1.00
STREET MAINTENANCE WORKER TRAINEE	6.00	7.00	14.00	15.00
STREET OPERATIONS MANAGER	1.00	1.00		
TRAFFIC OPERATIONS MANAGER	1.00	1.00		
292 - SALES TAX STREET MAINT	2.00	1.00	1.00	4.25
29230 - TRANS OPERATIONS	2.00	1.00	1.00	4.25
2923020 - TRANS OPERATIONS	2.00	1.00	1.00	4.25
ENGINEER			1.00	1.25
ENGINEER II				1.00
ENGINEER IN TRAINING				1.00
ENGINEERING TECHNICIAN II	1.00			
MANAGER PAVEMENT IMPROVEMENTS	1.00	1.00		
SENIOR PROJECT MANAGER				1.00
601 - PUBLIC PARKING	11.00	10.50	10.25	10.15
60130 - PARKING	11.00	10.50	10.25	10.15
6013070 - FACILITIES OPERATIONS	11.00	10.50	10.25	10.15
DEPUTY DIRECTOR PUBLIC WORKS		0.25	0.25	0.15
DIVISION DIRECTOR OF BUSINESS SERVICES		0.25		
FACILITY MAINTENANCE SUPERVISOR			1.00	1.00
MAINTENANCE WORKER II	2.00	3.00	3.00	3.00
MAINTENANCE WORKER III	1.00			
MANAGEMENT ANALYST	2.00	1.00	1.00	1.00
MANAGER PARKING				1.00
OFFICE SPECIALIST	1.00	1.00	1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
PARKING CONTROL OFFICER I	3.00	3.00	3.00	3.00
PARKING CONTROL SUPERVISOR			1.00	
SUPERVISOR I	1.00	1.00		
SUPERVISOR II	1.00	1.00		
613 - INFORMATION TECHNOLOGY	16.00	16.00	25.00	26.00
61312 - INFORMATION TECHNOLOGY	16.00	16.00	16.00	18.00
6131259 - IT DEPARTMENT OVERHEAD	16.00	16.00	16.00	18.00
APPLICATION DEVELOPER			1.00	1.00
APPLICATION DEVELOPER I	1.00	1.00		
APPLICATION DEVELOPER II	1.00			
APPLICATION DEVELOPER III		1.00		
APPLICATION DEVELOPER I-Web Developer	1.00			
CHIEF INFORMATION OFFICER			1.00	1.00
CHIEF NETWORK ENGINEER	1.00	1.00	1.00	1.00
DEPUTY DIRECTOR INFORMATION T	1.00	1.00	1.00	1.00
DIRECTOR OF INFORMATION TECHNO	1.00	1.00		
DIVISION DIRECTOR INFORMATION TECHNOLOGY			1.00	1.00
NETWORK ENGINEER III	2.00	3.00		
PROJECT COORDINATOR	1.00	1.00	1.00	1.00
SENIOR APPLICATION DEVELOPER			1.00	1.00
SENIOR NETWORK ENGINEER			2.00	2.00
SENIOR SYSTEM DEVELOPER			4.00	6.00
SENIOR USER SYSTEM CONSULTANT			2.00	3.00
SYSTEM DEVELOPER II	1.00	1.00	1.00	
SYSTEM DEVELOPER III	4.00	4.00		
USER SYSTEM CONSULTANT III	2.00	2.00		
61330 - INFORMATION TECHNOLOGY			9.00	8.00
6133010 - IT DEPARTMENT OVERHEAD			9.00	8.00
BUSINESS SYSTEMS ANALYST			3.00	2.00
GIS ANALYST			1.00	1.00
GIS TECHNICIAN			2.00	2.00
MANAGER TECH/SUPPORT GROUPS			1.00	1.00
SENIOR BUSINESS SERVICES ANALYST			1.00	1.00
SENIOR GIS ANALYST				1.00
SENIOR GIS ANALYST			1.00	
614 - FLEET MANAGEMENT	22.00	22.50	22.25	22.00
61404 - FLEET MANAGEMENT	22.00	22.50	22.25	22.00
6140459 - FLEET SERV ADMN/LD SHOP	22.00	22.50	22.25	22.00
ACCOUNTANT			1.00	1.00
ACCOUNTANT II	1.00	1.00		

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
ACCOUNTING SPECIALIST I	1.00	1.00	1.00	1.00
DEPUTY DIRECTOR PUBLIC WORKS		0.50	0.25	
FLEET SERVICES SUPERVISOR			3.00	3.00
FLEET SUPERVISOR		3.00		
MANAGER FLEET SERVICES	1.00	1.00	1.00	1.00
MASTER MECHANIC	7.00	6.00	6.00	6.00
MECHANIC I	2.00	2.00	5.00	5.00
MECHANIC II	6.00	7.00	4.00	4.00
OFFICE SPECIALIST	1.00	1.00	1.00	1.00
SUPERVISOR III	3.00			
<b>615 - FACILITIES OPERATIONS</b>	<b>14.00</b>	<b>16.00</b>	<b>15.25</b>	<b>15.00</b>
<b>61530 - FACILITIES OPERATIONS</b>	<b>14.00</b>	<b>16.00</b>	<b>15.25</b>	<b>15.00</b>
<b>6153070 - FACILITIES OPERATIONS</b>	<b>14.00</b>	<b>16.00</b>	<b>15.25</b>	<b>15.00</b>
DEPUTY DIRECTOR PUBLIC WORKS			0.25	
ELECTRICIAN	1.00	1.00	1.00	1.00
FACILITIES MANAGER	1.00	1.00		
HVAC SPECIALIST	1.00	1.00		1.00
MAINTENANCE WORKER I	1.00	2.00	2.00	2.00
MAINTENANCE WORKER II	2.00	1.00	2.00	2.00
MAINTENANCE WORKER III	3.00	4.00	3.00	3.00
MANAGER FACILITIES			1.00	1.00
PLUMBER	1.00	1.00		1.00
PREVENTATIVE MAINTENANCE TECHNICIAN	1.00	1.00	1.00	1.00
PROJECT MANAGER	1.00	1.00	1.00	1.00
SENIOR FACILITY MAINTENANCE SUPERVISOR			1.00	1.00
SENIOR HVAC SPECIALIST			1.00	
SENIOR PLUMBER			1.00	
SENIOR PROJECT MANAGER	1.00	1.00	1.00	1.00
SUPERVISOR II		1.00		
SUPERVISOR III	1.00	1.00		
<b>621 - WATER UTILITY</b>	<b>122.00</b>	<b>121.00</b>	<b>121.00</b>	<b>123.00</b>
<b>62130 - WATER UTILITY</b>	<b>122.00</b>	<b>121.00</b>	<b>121.00</b>	<b>123.00</b>
<b>6213010 - WATER ADMINISTRATION</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>5.00</b>
ACCOUNTING SPECIALIST III	1.00	1.00		
ENGINEER			1.00	1.00
ENGINEER II	1.00	1.00		
ENGINEER IN TRAINING	1.00	1.00	1.00	1.00
ENGINEERING TECHNICIAN I				1.00
OFFICE ASSISTANT III	1.00	1.00	1.00	1.00
SENIOR ACCOUNTING SPECIALIST			1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
6213058 - WA UTILITY ACCOUNT	43.00	43.00	43.00	44.00
BUSINESS SERVICE MANAGER	1.00	1.00		
BUSINESS SUPPORT ANALYST	1.00	1.00		
CUSTOMER SERVICE SUPERVISOR			2.00	2.00
DIRECTOR OF WATER METER SVCS	1.00	1.00		
FIELD OPERATIONS SUPERVISOR			2.00	2.00
FOREPERSON	1.00	1.00		
INFRASTRUCTURE SUPPORT MANAGER	2.00	2.00		
LEADPERSON	1.00	1.00	1.00	2.00
MANAGEMENT ANALYST			1.00	
MANAGER UTILITY BUSINESS SERVICES			3.00	2.00
MANAGER UTILITY CUSTOMER SERVICE			1.00	1.00
MANAGER WATER METERS			1.00	1.00
OFFICE ASSISTANT II	11.00	11.00	11.00	11.00
OFFICE ASSISTANT III	3.00	2.00	2.00	2.00
OFFICE SPECIALIST	2.00	3.00	3.00	3.00
PROGRAM ADMINISTRATOR				1.00
PROGRAM COORDINATOR			1.00	3.00
PROJECT MANAGER			1.00	1.00
SENIOR PROGRAM ADMINISTRATOR	1.00	1.00		
SUPERVISOR II	1.00	1.00		
SUPERVISOR III	2.00	3.00		
SYSTEM DEVELOPER III	1.00	1.00		
UTILITIES CUSTOMER SERVICE GENERAL MANAGER	1.00	1.00		
UTILITY SYSTEM WORKER I	2.00	3.00		1.00
UTILITY SYSTEM WORKER II	3.00	3.00	3.00	2.00
UTILITY SYSTEM WORKER III	9.00	7.00	11.00	10.00
6213061 - WA MAINTENANCE	36.00	36.00	38.00	38.00
ENGINEERING TECHNICIAN I			1.00	2.00
ENGINEERING TECHNICIAN II	2.00	2.00	2.00	1.00
FIELD OPERATIONS SUPERVISOR			1.00	1.00
FOREPERSON	7.00	6.00	7.00	6.00
INFRASTRUCTURE SUPPORT MANAGER	2.00			
LEADPERSON	5.00	6.00	5.00	5.00
MANAGER INFRASTRUCTURE			1.00	2.00
MANAGER WATER DISTRIBUTION			1.00	1.00
OFFICE ASSISTANT III	1.00	1.00	1.00	1.00
SENIOR INFRASTRUCTURE MANAGER			1.00	1.00
SENIOR INFRASTRUCTURE SUPPORT MANAGER		1.00		
SUPERVISOR III	2.00	3.00		

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
UTILITY SYSTEM WORKER I	1.00	1.00		
UTILITY SYSTEM WORKER II	10.00	9.00	14.00	15.00
UTILITY SYSTEM WORKER III	5.00	6.00	3.00	2.00
WATER INVENTORY SPECIALIST	1.00	1.00	1.00	1.00
6213062 - WA TECHNICAL SERVICES	5.00	4.00	4.00	4.00
FOREPERSON	3.00	3.00	3.00	3.00
INFRASTRUCTURE SUPPORT MANAGER	1.00	1.00		
MANAGER INFRASTRUCTURE			1.00	
SENIOR INFRASTRUCTURE MANAGER				1.00
TRADE INSPECTOR	1.00			
6213064 - WA OPERATIONS	34.00	34.00	32.00	32.00
CHEMIST	1.00	1.00	1.00	1.00
CLASS IV WATER PLANT OPERATOR	4.00	4.00	4.00	4.00
ELEC / INSTRUMENT MECH II	1.00			
ELECTRICIAN	2.00	3.00	3.00	3.00
FOREPERSON	3.00	4.00	3.00	3.00
INFRASTRUCTURE SUPPORT MANAGER	1.00	1.00		
LABORATORY TECHNCIAN	1.00	1.00	1.00	1.00
LEADPERSON	4.00	3.00	3.00	3.00
MANAGER INFRASTRUCTURE			1.00	1.00
MANAGER WATER PLANT OPERATIONS			1.00	1.00
MANAGER WATER QUALITY			1.00	1.00
NETWORK ENGINEER III	1.00	1.00		
OFFICE ASSISTANT III	1.00	1.00	1.00	1.00
SENIOR NETWORK ENGINEER			1.00	1.00
UTILITY SYSTEM WORKER II	3.00	2.00	2.00	3.00
UTILITY SYSTEM WORKER III	6.00	6.00	6.00	5.00
WATER DISTRIBUTION GENERAL MANAGER	1.00	1.00		
WATER PLANT OPERATOR	3.00	4.00	4.00	4.00
WATER PLANT OPS GENERAL MANAGER	1.00	1.00		
WATER SYSTEM GENERAL MANAGER	1.00	1.00		
623 - STORMWATER UTILITY	25.00	26.00	26.00	25.00
62330 - STORMWATER	25.00	26.00	26.00	25.00
6233010 - STORMWATER ADMINISTRATION	5.00	5.00	5.00	5.00
ENGINEER			2.00	2.00
ENGINEER I	1.00	1.00		
ENGINEER II	2.00	2.00		
ENGINEER IN TRAINING			1.00	1.00
ENGINEERING TECHNICIAN I	1.00	1.00	1.00	1.00
OFFICE ASSISTANT III	1.00	1.00	1.00	1.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
6233064 - STORMWATER MAINTENANCE	16.00	17.00	17.00	16.00
EQUIPMENT OPERATOR	7.00	7.00	5.00	3.00
FIELD OPERATIONS SUPERVISOR			1.00	
INFRASTRUCTURE SUPPORT MANAGER	1.00	1.00		
INSPECTION & VERIFICATION OPERATOR	1.00	1.00	1.00	1.00
MANAGER INFRASTRUCTURE				1.00
SENIOR EQUIPMENT OPERATOR	7.00	8.00	9.00	10.00
SENIOR INFRASTRUCTURE MANAGER			1.00	1.00
6233065 - STORMWATER FIELD SERVIES	4.00	4.00	4.00	4.00
ENVIRONMENTAL TECHNICIAN I	1.00	1.00	1.00	1.00
EROSION CONTROL INSPECTOR I		1.00	1.00	1.00
EROSION CONTROL INSPECTOR II	1.00			
HORTICULTURIST	1.00	1.00	1.00	1.00
INFRASTRUCTURE SUPPORT MANAGER	1.00	1.00		
MANAGER INFRASTRUCTURE			1.00	1.00
625 - WASTEWATER FUND	77.00	76.00	76.00	76.00
62530 - WASTEWATER	77.00	76.00	76.00	76.00
6253010 - WASTEWATER ADMINISTRATION	3.00	3.00	3.00	3.00
ADMINISTRATIVE OFFICER II	1.00	1.00		
ENGINEER				1.00
ENGINEER III	1.00	1.00		
MANAGER UTILITY BUSINESS SERVICES			1.00	1.00
OFFICE SPECIALIST	1.00	1.00	1.00	1.00
SENIOR ENGINEER			1.00	
6253067 - WASTEWATER MAINTENANCE	17.00	17.00	17.00	17.00
ELECT & INST MECH-E&I	1.00		1.00	1.00
ELECTRICIAN	2.00	3.00	2.00	2.00
INFRASTRUCTURE SUPPORT MANAGER	1.00	1.00		
MAINTENANCE MECHANIC	11.00	11.00	11.00	11.00
MANAGER INFRASTRUCTURE			2.00	2.00
SENIOR MAINTENANCE MECHANIC	1.00	1.00	1.00	1.00
SUPERVISOR III	1.00	1.00		
6253068 - WASTEWATER LAB	4.00	4.00	4.00	4.00
BIOLOGIST	2.00	2.00	1.00	1.00
ENVIRONMENTAL TECHNICIAN II	1.00	1.00		
MANAGER LABORATORY OPERATIONS	1.00	1.00	1.00	1.00
SENIOR BIOLOGIST			1.00	1.00
SENIOR ENVIRONMENTAL TECHNICIAN			1.00	1.00
6253069 - WASTEWATER OPERATIONS	25.00	23.00	23.00	23.00
EQUIPMENT OPERATOR	2.00	1.00	2.00	2.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
INFRASTRUCTURE SUPPORT MANAGER	2.00	2.00		
MANAGER INFRASTRUCTURE			3.00	3.00
MANAGER WATER POLLUTION CONTROL			1.00	1.00
NETWORK ENGINEER III	1.00			
SENIOR EQUIPMENT OPERATOR	2.00	2.00	1.00	1.00
SENIOR WASTEWATER TREATMENT FACILITY OPERATOR	8.00	6.00	6.00	7.00
SUPERVISOR III	1.00	1.00		
WASTEWATER TREATMENT FACILITY OPERATOR I	6.00	8.00	8.00	8.00
WASTEWATER TREATMENT FACILITY OPERATOR II	2.00	2.00	2.00	1.00
WPC GENERAL MANAGER	1.00	1.00		
6253069 - WPC SCADA		1.00	1.00	2.00
NETWORK ENGINEER III		1.00		
SENIOR NETWORK ENGINEER			1.00	1.00
SYSTEM DEVELOPER II				1.00
6253072 - WPC COUNTY CONTRACTS	2.00	2.00	2.00	2.00
SENIOR WASTEWATER TREATMENT FACILITY OPERATOR	2.00	1.00	1.00	1.00
WASTEWATER TREATMENT FACILITY OPERATOR I		1.00		1.00
WPC WASTEWATER TREATMENT FACILITY OPERATOR II			1.00	
6253074 - UTILITIES & TRANSP ADM	17.00	17.00	17.00	18.00
EQUIPMENT OPERATOR	4.00	2.00	3.00	5.00
INFRASTRUCTURE SUPPORT MANAGER	2.00	2.00		
INSPECTION & VERIFICATION OPERATOR	2.00	2.00	2.00	2.00
MANAGER INFRASTRUCTURE			2.00	1.00
MANAGER WATER POLLUTION CONTROL			1.00	1.00
SENIOR EQUIPMENT OPERATOR	8.00	10.00	9.00	8.00
SENIOR INFRASTRUCTURE MANAGER				1.00
WPC GENERAL MANAGER	1.00	1.00		
6253080 - UTILITIES & TRANSP ADM	9.00	9.00	9.00	7.00
ADMINISTRATIVE OFFICER			1.00	1.00
ADMINISTRATIVE OFFICER II	1.00	1.00		
BUSINESS SERVICE MANAGER	1.00	1.00		
DEPUTY UTILITY DIRECTOR	4.00	4.00	4.00	3.00
MANAGEMENT ANALYST				1.00
MANAGER BUSINESS			1.00	1.00
MANAGER COMMUNITY EDUCATION	1.00	1.00		
PROGRAM COORDINATOR	1.00	1.00	1.00	
PUBLIC RELATIONS SPECIALIST			1.00	
UTILITIES DIRECTOR	1.00	1.00	1.00	1.00
641 - WORKERS COMP SELF INS	2.00	2.00	2.00	2.25
64150 - RISK FUNDS	2.00	2.00	2.00	2.25

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
6415020 - WORKERS COMPENSATION	2.00	2.00	2.00	2.25
DIRECTOR OF HUMAN RESOURCES				0.25
HUMAN RESOURCES ASSISTANT		1.00	1.00	
HUMAN RESOURCES SPECIALIST	1.00			
MANAGER HUMAN RESOURCES	1.00	1.00	1.00	
SENIOR HUMAN RESOURCES MANAGER				1.00
SENIOR HUMAN RESOURCES SPECIALIST				1.00
642 - GROUP HEALTH INSURANCE	1.00	2.00	2.00	2.25
64252 - RISK FUNDS	1.00	2.00	2.00	2.25
6425250 - GROUP HEALTH INSURANCE	1.00	2.00	2.00	2.25
DIRECTOR OF HUMAN RESOURCES				0.25
HUMAN RESOURCES SPECIALIST				1.00
MANAGER HUMAN RESOURCES	0.50	0.50	0.50	
SENIOR HUMAN RESOURCES MANAGER				0.50
SENIOR HUMAN RESOURCES SPECIALIST	0.50	0.50	0.50	0.50
WELLNESS COORDINATOR		1.00	1.00	
700 - HUD GRANTS	10.00	10.00	12.50	10.90
70002 - HUD COMM ENG Grants			2.00	
7000215 - HUD COMM ENG Grants			2.00	
PROGRAM COORDINATOR			1.00	
SENIOR PROGRAM COORDINATOR			1.00	
70071 - HND GRANTS	10.00	10.00	10.50	10.90
7007171 - NR HOUSING SERVICES	10.00	10.00	10.50	10.90
ACCOUNTANT			1.00	
ACCOUNTANT II	1.00			
DIV DIRC HOUSING SERVICES	1.00	1.00	1.00	1.00
GRANTS ADMINISTRATOR	1.00			
MANAGER BUSINESS				1.00
OFFICE ASSISTANT I	1.00	1.00		
OFFICE SPECIALIST	2.00	1.00	1.00	
OFFICE SPECIALIST II		1.00		
PROGRAM COORDINATOR	1.00	2.00	2.00	3.00
REHABILITATION SPECIALIST I	3.00	3.00	4.00	4.00
SENIOR PROGRAM ADMINISTRATOR			1.50	1.50
SENIOR PROGRAM COORDINATOR		1.00		0.40
710 - OTHER GRANTS	3.90	6.00	4.00	5.00
71025 - OTHER GRANTS	1.00	1.00	1.00	1.00
7102571 - LAW ENFORCEMENT GRANTS	1.00	1.00	1.00	1.00
OFFICE SPECIALIST	1.00	1.00	1.00	1.00
71060 - OTHER GRANTS	1.90	2.00	2.00	2.00

Row Labels	FY 22 Budgeted FTEs	FY 23 Budgeted FTEs	FY 24 Budgeted FTEs	FY 25 Budgeted FTEs
7106071 - PLANNING GRANTS	1.90	2.00	2.00	2.00
ADMINISTRATIVE OFFICER	0.10			
DIRECTOR OF PLANNING DEVEL SVS & HOUSING	0.20			
PLANNER II	0.80	1.00	1.00	1.00
PLANNER III	0.80	1.00		
SENIOR PLANNER			1.00	1.00
71071 - OTHER GRANTS	1.00	3.00	1.00	2.00
7107171 - HND STATE GRANTS	1.00	3.00	1.00	2.00
PROGRAM COORDINATOR		2.00	1.00	2.00
SENIOR PROGRAM ADMINISTRATOR	1.00	1.00		
(blank)				
<b>Grand Total</b>	<b>1146.00</b>	<b>1162.00</b>	<b>1187.00</b>	<b>1188.00</b>

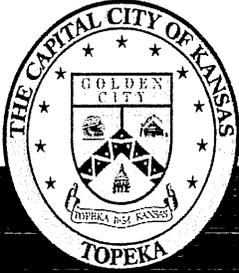
Row Labels	7/22/2024 Vacancy Total
101 - GENERAL	81.00
10101 - CITY COUNCIL	1.00
1010110 - CITY COUNCIL	1.00
SENIOR EXECUTIVE ASSISTANT	1.00
10102 - CITY MANAGER	3.00
1010210 - CITY MANAGER	2.00
DEPUTY CITY MANAGER	1.00
PRODUCTION SPECIALIST	1.00
1010215 - DEI Office	1.00
CHIEF DIVERSITY EQUITY & INCLUSION OFFICER	1.00
10103 - CITY ATTORNEY	1.00
1010310 - GENERAL GOVERNMENT & CRIMINAL PROSECUTION	1.00
ASSISTANT ATTORNEY	1.00
10104 - FINANCIAL SERVICES	5.00
1010410 - CENTRAL ACCOUNTING & CASH	5.00
ADMINISTRATIVE OFFICER	1.00
CHIEF FINANCIAL OFFICER	1.00
DEPUTY DIRECTOR OF FINANCE	1.00
GRADUATE FELLOW	1.00
MANAGEMENT ANALYST	1.00
10105 - MUNICIPAL COURT	7.00
1010510 - MC JUDICIAL	7.00
COURT CLERK I	1.00
COURT CLERK II	4.00
PROBATION OFFICER I	1.00
PROBATION OFFICER II	1.00
10106 - HUMAN RESOURCES	1.00
1010610 - HUMAN RESOURCES	1.00
HUMAN RESOURCES ASSISTANT	1.00
10120 - FIRE DEPARTMENT	5.00
1012010 - FIRE ADMINISTRATION & BUSINESS SERVICES	1.00
DIVISION CHIEF FIRE - ADMINISTRATION	1.00

Row Labels	7/22/2024 Vacancy Total
1012017 - FIRE OPERATIONS	4.00
ADVANCED FIREFIGHTER	4.00
10125 - POLICE DEPARTMENT	40.00
1012510 - POLICE EXECUTIVE BUREAU	1.00
POLICE CHIEF	1.00
1012512 - POLICE CRIMINAL INVESTIGATIONS BUREAU	2.00
POLICE DETECTIVE	1.00
POLICE MAJOR	1.00
1012513 - POLICE FIELD OPERATIONS BUREAU	23.00
POLICE OFFICER	18.00
POLICE OFFICER IN TRAINING	5.00
1012514 - POLICE COMMUNITY OUTREACH BUREAU	14.00
ANIMAL CONTROL OFFICER	2.00
ANIMAL CONTROL SUPERVISOR	1.00
INVENTORY SPECIALIST	1.00
POLICE OFFICER	6.00
POLICE RECORDS CLERK	4.00
10130 - PUBLIC WORKS	8.00
1013019 - PUBLIC WORKS ENGINEERING	6.00
ACCOUNTING SPECIALIST	1.00
CITY ENGINEER	1.00
ENGINEERING TECHNICIAN I	1.00
MANAGEMENT ANALYST	1.00
SENIOR ENGINEERING TECHNICIAN	1.00
TRAFFIC ENGINEER	1.00
1013020 - TRANS OPERATIONS	2.00
EQUIPMENT OPERATOR I	2.00
10150 - TOPEKA ZOOLOGICAL PARK	3.00
1015020 - ZOO ANIMAL CARE	2.00
MANAGER ZOO OPERATIONS	1.00
ZOO KEEPER	1.00
1015030 - ZOO EDUCATION & CONSERVATION	1.00

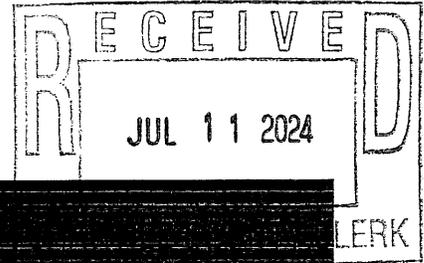
Row Labels	7/22/2024 Vacancy Total
ZOO VETERINARIAN	1.00
10160 - PLANNING DEPARTMENT	4.00
1016010 - PLANNING DEPARTMENT	1.00
DEPUTY DIRECTOR OF ECONOMIC DEVELOPMENT	1.00
1016015 - PLANNING - DEVELOPMENT SERVICES	3.00
ADMINISTRATIVE OFFICER	1.00
PLAN REVIEWER	1.00
TRADE INSPECTOR	1.00
10170 - NEIGHBORHOOD RELATIONS	3.00
1017015 - NR PROPERTY MAINTENANCE	3.00
HOUSING NAVIGATOR	1.00
PROPERTY MAINT INSPECTOR I	1.00
PROPERTY MAINT INSPECTOR II	1.00
291 - SPECIAL STREET REPAIR	10.00
29130 - TRANS OPERATIONS	10.00
2913020 - TRANS OPERATIONS	10.00
MAINTENANCE WORKER II	2.00
STREET MAINTENANCE WORKER	1.00
STREET MAINTENANCE WORKER TRAINEE	7.00
613 - INFORMATION TECHNOLOGY	3.00
61312 - INFORMATION TECHNOLOGY	2.00
6131259 - IT DEPARTMENT OVERHEAD	2.00
SENIOR SYSTEM DEVELOPER	2.00
61330 - INFORMATION TECHNOLOGY	1.00
6133010 - IT DEPARTMENT OVERHEAD	1.00
BUSINESS SYSTEMS ANALYST	1.00
614 - FLEET MANAGEMENT	1.00
61404 - FLEET MANAGEMENT	1.00
6140459 - FLEET SERV ADMN/LD SHOP	1.00
MASTER MECHANIC	1.00
615 - FACILITIES OPERATIONS	4.00
61530 - FACILITIES OPERATIONS	4.00

Row Labels	7/22/2024 Vacancy Total
6153070 - FACILITIES OPERATIONS	4.00
MAINTENANCE WORKER II	1.00
MAINTENANCE WORKER III	1.00
PLUMBER	1.00
PREVENTATIVE MAINTENANCE TECHNICIAN	1.00
<b>621 - WATER UTILITY</b>	<b>16.00</b>
62130 - WATER UTILITY	16.00
6213010 - WATER ADMINISTRATION	2.00
ENGINEER	1.00
ENGINEERING TECHNICIAN I	1.00
6213061 - WA MAINTENANCE	6.00
FOREPERSON	2.00
LEADPERSON	3.00
MANAGER INFRASTRUCTURE	1.00
6213064 - WA OPERATIONS	8.00
LEADPERSON	1.00
MANAGER INFRASTRUCTURE	1.00
OFFICE ASSISTANT III	1.00
SENIOR NETWORK ENGINEER	1.00
UTILITY SYSTEM WORKER II	1.00
UTILITY SYSTEM WORKER III	1.00
WATER PLANT OPERATOR	2.00
<b>623 - STORMWATER UTILITY</b>	<b>4.00</b>
62330 - STORMWATER	4.00
6233010 - STORMWATER ADMINISTRATION	2.00
ENGINEER	1.00
ENGINEER IN TRAINING	1.00
6233064 - STORMWATER MAINTENANCE	2.00
EQUIPMENT OPERATOR	1.00
SENIOR INFRASTRUCTURE MANAGER	1.00
<b>625 - WASTEWATER FUND</b>	<b>11.00</b>
62530 - WASTEWATER	11.00

Row Labels	7/22/2024 Vacancy Total
6253067 - WASTEWATER MAINTENANCE	3.00
MAINTENANCE MECHANIC	3.00
6253069 - WASTEWATER OPERATIONS	3.00
MANAGER INFRASTRUCTURE	1.00
WASTEWATER TREATMENT FACILITY OPERATOR I	2.00
6253069 - WPC SCADA	1.00
SYSTEM DEVELOPER II	1.00
6253074 - UTILITIES & TRANSP ADM	2.00
EQUIPMENT OPERATOR	2.00
6253080 - UTILITIES & TRANSP ADM	2.00
DEPUTY UTILITY DIRECTOR	2.00
710 - OTHER GRANTS	1.00
71060 - OTHER GRANTS	1.00
7106071 - PLANNING GRANTS	1.00
PLANNER II	1.00
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<b>Grand Total</b>	<b>131.00</b>



CITY OF  
**TOPEKA**



## City of Topeka Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF CITY OF TOPEKA, KANSAS, HEREBY NOTIFIES THE SHAWNEE COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

X **YES** we intend to exceed the Revenue Neutral Rate for the **City of Topeka** and our proposed mill rate is **38.952**.

The breakdown of the levy is as follows:

**General: 27.554      Bond and Interest: 10.717      Special Liability: 0.681**

The public hearing date shall take place on September 10, 2024 at 6:00 PM in the Cyrus K. Holliday Building, First Floor Conference Room, located at 620 SE Madison Street, Topeka, Kansas.

X **YES** we intend to exceed the Revenue Neutral Rate for the **Topeka Metro Transit Authority (TMTA)** and our proposed mill rate is **4.2**.

The breakdown of the levy is as follows:

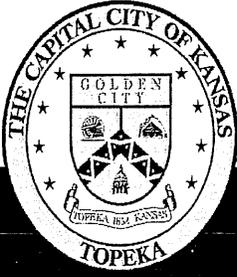
**General: 4.2**

The public hearing date shall take place on September 10, 2024 at 6:00 PM in the Cyrus K. Holliday Building, First Floor Conference Room, located at 620 SE Madison Street, Topeka, Kansas.

WITNESS my hand and official seal on July 11, 2024.



*Brenda Younger*  
Brenda Younger, M.M.C.  
City Clerk



# CITY OF TOPEKA

## CERTIFICATE

I, Brenda Younger, City Clerk of the City of Topeka, Shawnee County, Kansas, do hereby certify that the attached is a true and correct copy of City of Topeka Resolution No. 9558 passed and approved by the Governing Body on July 9, 2024, as the same appears on record in the Office of the City Clerk.



*Brenda Younger*  
Brenda Younger, City Clerk



29 County Clerk on or before July 20, 2024.

30 4. This resolution shall take effect and be in force immediately upon its adoption.

31 ADOPTED and APPROVED by the Governing Body on July 9, 2024.

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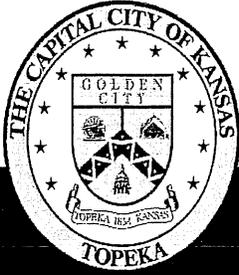
ATTEST:

Brenda Younger  
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor



# CITY OF TOPEKA

## CERTIFICATE

I, Brenda Younger, City Clerk of the City of Topeka, Shawnee County, Kansas, do hereby certify that the attached is a true and correct copy of City of Topeka Resolution No. 9552 passed and approved by the Governing Body on July 2, 2024, as the same appears on record in the Office of the City Clerk.



*Brenda Younger*  
Brenda Younger, City Clerk



28 BE IT FURTHER RESOLVED THAT:

29 1. The Governing Body adopts a proposed tax rate for the TMTA at 4.2 mills.

30 2. The public hearing to entertain public comment regarding possible adoption of a  
31 2025 budget that exceeds the TMTA's RNR of 4.017 shall take place on September 10,  
32 2024 at 6:00 p.m. in the Cyrus K. Holliday Building, First Floor Conference Room, 620  
33 SE Madison Street, Topeka, Kansas.

34 3. The City Clerk is directed to provide a certified copy of this Resolution to the  
35 County Clerk on or before July 20, 2024.

36 4. This resolution shall take effect and be in force immediately upon its adoption.

37 ADOPTED and APPROVED by the Governing Body on July 2, 2024.

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ATTEST:

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

  
Brenda Younger, City Clerk



City. The customers identified in this document are delinquent in payment for services provided by the City. State law permits the City to institute a lien on the property of these customers in order to recover payment for services rendered. This ordinance is passed every September so that the county clerk has sufficient time to add the utility fees to the tax statement that is issued in November.

**BUDGETARY IMPACT:**

Collection of delinquent utility accounts in the amount of \$119,166.55

**SOURCE OF FUNDING:**

Not Applicable

**ATTACHMENTS:**

**Description**

2024 Utilities Lien Ordinance Presentation

Utility Lien Fact Sheet

Location Aerial

Draft Ordinance



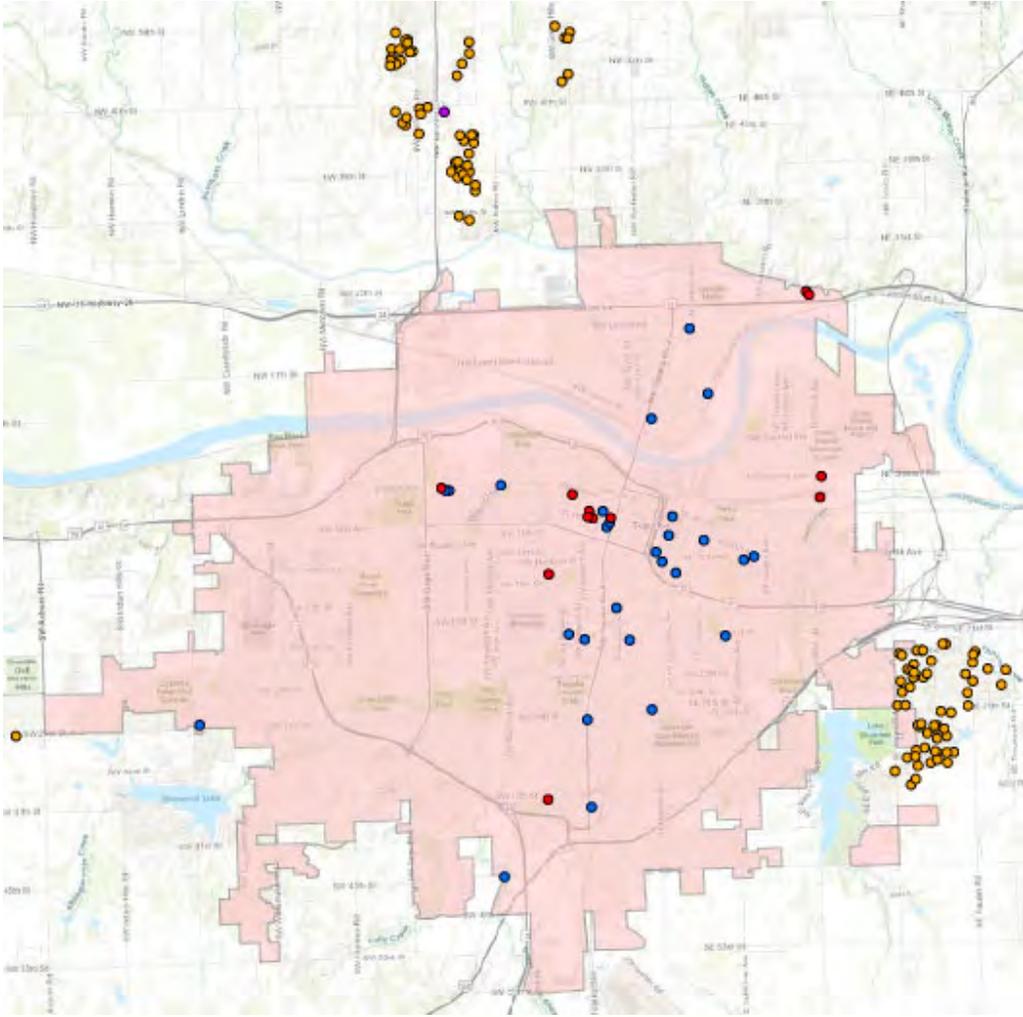
CITY OF  
**TOPEKA**



# 2024 Utilities Lien Ordinance

# 2024 Real Estate Liens

- Commercial Inside City
- Commercial Outside City
- Residential Inside City
- Residential Outside City



# 2024 Delinquent Accounts

## Outside City –

- 130 Wastewater

## Inside City –

- 34 Stormwater
- 11 Fire Line

## 175 Letters Sent

- \$129,774.29
- 70% Repeat



# Collection Methods

	<u>Average Collection Rate</u>
Lien Assessment	98%
Collection Agency	30%
State Set Off	13%



# Important Dates

---

July 25<sup>th</sup> - Letters mailed to delinquent customers

September 17<sup>th</sup> - Lien ordinance approved

**September 30<sup>th</sup>, Noon - Last day to make payment to the City**

September 30<sup>th</sup> - Final lien list sent to the County (October 1<sup>st</sup> deadline)

November- County mails out 1<sup>st</sup> half tax notices



QUESTIONS?





Sylvia Davis, Director of Utilities  
Water Treatment Plant, 3245 NW Water Works Dr.  
Topeka, KS 66606

[sdavis@topeka.org](mailto:sdavis@topeka.org)  
Tel: 785-368-4239  
[www.topeka.org](http://www.topeka.org)

The City of Topeka Utilities provide utility services for water, wastewater, stormwater and fire line services to a variety of customers located both inside and outside the city limits. When customer utility bills become delinquent, our normal delinquency controls are to turn off the water service to the customer until the customer makes full payment on the delinquent amounts.

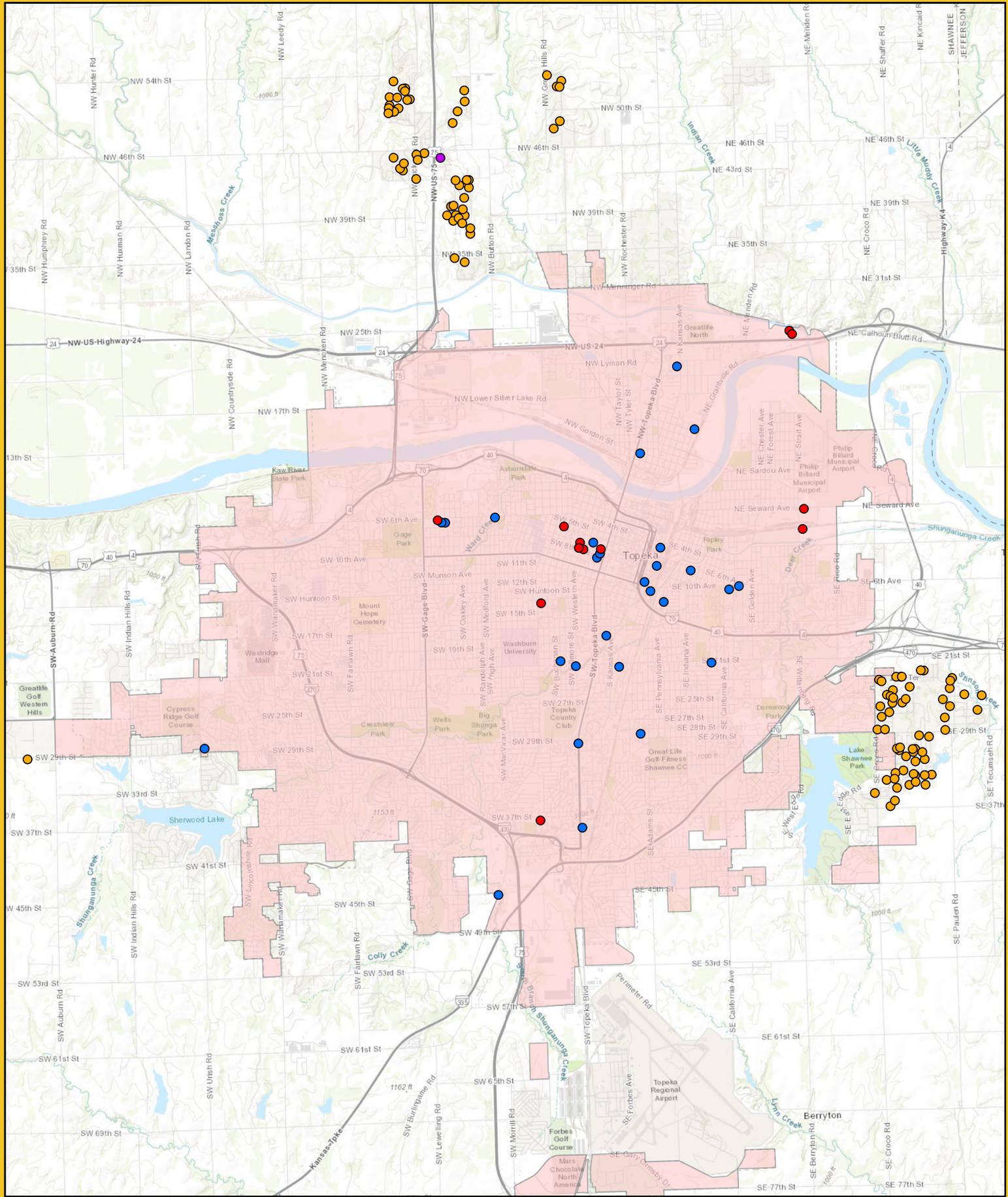
However, some customers receive fire line service, wastewater service and/or stormwater service from the City but no water service. This greatly reduces our ability to get the customer to pay delinquent amounts since we cannot shut off their water service. Most of the customers outside the city limits are customers of rural water districts, and the rural water district cannot shut off water service for failure of a customer to pay a bill owed to the City.

When a customer does not have a water service to turn off, the utilities have only two options for collection of past due amounts, turn the amounts over to the City's collection agency or assess a real estate lien. The assessment of real estate liens have proven to be a much more effective means of collecting unpaid utility bills than turning them over to the City's collection agency. The utilities have traditionally only collected about 30% of the amount turned over to the collection agency compared to approximately 98% collected from real estate liens.

Toward the end of July, past due final notices were sent to 175 utility accounts. Of the 175 accounts, 123 have previously been included in a utility lien ordinance. Utilities staff made phone calls to each of the customers who were receiving a past due final notice for the first time to ensure awareness of the possible real estate lien. Following staff's collection efforts there are now currently 147 accounts (114 repeat) remaining that are being included in the preliminary ordinance. 108 of those accounts are outside city limits and have wastewater (sewer) service provided by the City. There are 39 accounts inside city limits which have delinquent stormwater and/or fireline accounts. All customers are at least 90 days past due in payment of their utility bills.

State law permits the City to institute a lien on the property of these customers in order to recover payment for services rendered.

\*\* As is common in years past, payments continue to filter in after the agenda deadline. An updated listing/ordinance will be provided to the council on the evening of 9/17 to ensure that we account for any and all payments received after posting of the notice.

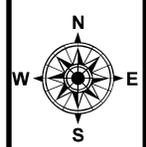


**City of Topeka, Kansas GIS Data Disclaimer**

While the City of Topeka, Kansas makes every effort to maintain and distribute accurate information, **NO WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND** are made regarding information, data or services provided. In no event, shall the City of Topeka, KS be liable in any way to the users of this data. Users of this data shall hold the City of Topeka, KS harmless in all matters and accounts arising from the use and/or accuracy of this data. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder.

# Real Estate Liens 2024

- Commercial Inside City
- Commercial Outside City
- Residential Inside City
- Residential Outside City



1 (Published in the Topeka Metro News \_\_\_\_\_)  
2

3 ORDINANCE NO. \_\_\_\_\_  
4

5 AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, imposing a real  
6 estate lien pursuant to K.S.A. 12-808c upon certain lots and pieces  
7 of ground in Shawnee County, Kansas, to pay the cost for utility  
8 services where such payments to the City have not been made due  
9 to neglect, failure or refusal to pay.  
10

11 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA,

12 KANSAS:

13 Section 1. That there be and is hereby instituted a real estate lien upon the  
14 following described lots and pieces of ground in Shawnee County, Kansas, pursuant to  
15 K.S.A. 12-808c:

<u>Property ID Number</u>	<u>Property Owner of Record</u>	<u>Service Address</u>	<u>Amount</u>
1093102028001000	KANSAS VILLAGE AT OLD TOWN LLC	901 SW 7TH ST	\$284.16
1093102029007000	KANSAS VILLAGE AT OLD TOWN LLC	820 SW 8TH AVE	\$68.56
1410104031008000	PROCHASKA, LUCAS	2060 SW CLAY ST	\$464.95
	SUNFLOWER APARTMENTS OF		\$294.32
1430803010023120	OTTAWA	6740 SW MISSION VIEW DR	
1461301001001000	CORLEONE & ASSOCIATES LLC	2931 SW TOPEKA BLVD	\$5,078.51
0273502004033000	NYP, NICK	3414 NW 49TH TER	\$1,129.25
0273502007001000	TELLES, ROBERT L	5101 NW STERLING CHASE DR	\$466.57
0273502010040000	SALTS, TERESA A	5213 NW STERLING CHASE DR	\$244.80
0273503003030000	SHIRLEY, BRENDA J	4844 NW FIELDING RD	\$1,192.25
0273601002016000	ECKHOFF, JOHN & SONYA	5328 NW GREEN HILLS RD	\$551.71
0273601007002000	KRAMER, GREGORY D	5220 NW LINCOLN ST	\$386.54
0273601007026000	WOODWARD JR, BRYAN A	5225 NW KENDALL DR	\$1,177.07
0273604002005000	MULQUEEN, DOUGLAS R	2037 NW 48TH ST	\$177.90
0273604003006000	HARRIS, KIMBERLY J	4839 NW KENDALL DR	\$68.56
0283401002002000	HODGES, ROBERT D	4340 NW MESA CT	\$952.03
0283401003016000	SHERRER, GARY L	4400 NW MESA CT	\$86.97
0283401005003000	ADAMS, STEVEN E	5230 NW MELBA DR	\$1,094.41
0283401006011000	SWARTZMAN, STEPHEN P	5119 NW PUEBLO CT	\$965.33
0283401007013000	MARTINEZ, MICHAEL A	5033 NW 52ND ST	\$992.62
0283401008003000	KAHRE, BRUCE A & OLGA M	5216 NW 52ND ST	\$560.69
0283401008005000	FRANCIS, TRACY	5200 NW 52ND ST	\$559.45
0283401010016000	SULLIVAN, BREANN	5320 NW ARROYO DR	\$893.96
0283402001014000	WOOD, TRINA M	5130 NW ARROYO DR	\$4,247.36

0283402002009000	JONES, SARAH	5001 NW PUEBLO CT	\$730.93
0283402002012000	BURKEEN, JENNIFER	5019 NW PUEBLO CT	\$209.08
0283402002014000	KEE, AMY L	5033 NW PUEBLO CT	\$1,041.18
0283402003010000	STUKE, SHELA A	4507 NW 50TH CT	\$715.47
0283402003012000	HUTFLES, LEWIS	4519 NW 50TH CT	\$1,459.68
0910202002003000	CP OFFICE SUITES LLC	4501 NW OAKLEY AVE	\$398.37
0910202006001000	SNELL, LOREN	4543 NW GERONIMO TRL	\$910.85
0910202006005000	ROSS, DARYL	4527 NW GERONIMO TRL	\$438.11
0910202006012000	RENO, DONNA	4515 NW GERONIMO TRL	\$914.10
0910202008004000	TURLEY, JESSE	3940 NW 43RD ST	\$1,091.07
0910203004004000	WOOLS, CURTIS D	4008 NW FIELDING TER	\$224.56
0910203006013000	FANNIN, KRISTEN M	3910 NW KRYSTEN ST	\$771.55
0910204002001000	MCDANIEL, DUSTIN A	4251 NW DONDEE LN	\$326.56
0910204002002000	EHRHARDT, WALTER	3321 NW 43RD ST	\$884.99
0910204003004000	OSASUYI, OLABODE	3435 NW 43RD ST	\$1,179.41
0910204005002000	TODACK, JEFFREY	3411 NW 42ND TER	\$435.96
0910204006019000	DESCH, JONNA L	4211 NW DONDEE LN	\$588.54
0910204007004000	BAXTER, JOSHUA L & CARRIE	4122 NW WALNUT RD	\$403.30
0910204010003000	NEWELL, AMANDA	4011 NW FIELDING RD	\$921.33
0910204011015000	JOHNSON, BRAD A	3901 NW CHERRY CREEK DR	\$192.68
0910204011020000	YOUNG, TALIA LEA	3943 NW CHERRY CREEK DR	\$356.92
0910204012009000	GARDNER, BENTON J & MANDI M	3432 NW 39TH CT	\$1,193.85
0911101003008000	STADLER, ADAM R	3738 NW CHERRY CREEK DR	\$227.09
0911101003013000	LONG, AMBER F	3708 NW CHERRY CREEK DR	\$1,359.43
0911101006001000	THOMAS, ARMAHNE	3347 NW 38TH TER	\$613.01
0911101009002000	HEYDENREICH, MARIA	3417 NW 39TH CT	\$1,208.39
0911101009008000	GILKISON, NICOLE D	3444 NW 38TH TER	\$1,117.59
0911104001001320	BITNER, BRETTON	3232 NW 34TH ST	\$734.60
0911104002002000	SMITH, THERESA	3433 NW HICKORY RIDGE LN	\$905.38
0920301003005000	MIKKELSEN, MELISSA A	4520 NW WESTGATE RD	\$571.12
0920301006002000	ROSS, RHIANNON	4111 NW BEECHER RD	\$579.49
0920301009004000	BRANDENBURGH III, JAMES	4201 NW MORLEY ST	\$340.99
0920301009006000	NORTH, SUZANNE M	4221 NW MORLEY ST	\$753.28
0973501001002000	A & I LLC	606 SW WAYNE AVE	\$663.48
0973502002001010	WG HEARTHSTONE EAST SH LLC	3415 SW 6TH AVE	\$535.98
0973502002005000	WG HEARTHSTONE EAST SH LLC	3515 SW 6TH AVE	\$103.93
0973502002006000	21ST CENTURY PLAZA PROP INC	3535 SW 6TH AVE	\$744.07
0973601009014000	HARRINGTON, JOAN M	1218 SW 6TH AVE	\$188.68
1042002001004000	CROSSROADS MINISTRIES	2010 NW LOGAN ST	\$144.07
1042004004004000	SONOS	504 NE PARAMORE ST	\$644.25
1051604005001000	RANKER, MARTIN K	2311 NE KAW VALLEY RD	\$250.34
1051604006002000	DURHAM, TANNER E	2304 NE KAW VALLEY RD	\$68.56
1083402002005000	PAINE, LUKE E	3217 NE SEWARD AVE	\$231.00
1083402003018000	WATCHDOG SELF STORAGE LLC	3201 SE BATES RD	\$1,097.37

1093001019001000	WANAMAKER, ROBERT B & DONNA J	409 NW GORDON ST	\$378.36
1093102023013000	ROACH, JOHN L	625 SW POLK ST	\$785.31
1093102028013000	KANSAS VILLAGE AT OLD TOWN LLC	900 SW 8TH AVE	\$68.56
1093102032004000	REDMOND, MARSEL S	704 SW TYLER ST	\$173.93
1093103002005000	RIPPERGER, DWAYNE M	512 SW 8TH AVE	\$277.96
1093103006008000	H2O HOSPITALITY LLC	832 SW TYLER ST	\$198.68
1093104016005000	LA FEMME LEGACIES LLC	914 SE MADISON ST	\$2,528.12
1093202018004000	WIBLE PROPERTY DEVELOPMENT LLC	520 SE 5TH ST	\$465.36
1093203022001000	ACRS INVESTMENTS LLC	701 SE ADAMS ST	\$672.25
1093204030007000	CRUZ ALVARADO, JUAN C	612 SE LAKE ST	\$1,649.66
1311101001014000	ROTHGEB, ADAM	4340 SE 23RD TER	\$1,301.03
1311101007004000	STOVALL, BONNIE MCDONALD, JENNIFER M	2416 SE BENNETT DR	\$1,018.75
1311101009012000	(THOMPSON, JOSH)	4041 SE SHILOH CT	\$769.89
1311101009015000	WALLACE, MICHAEL	2227 SE SHILOH RIDGE LN	\$247.64
1311102003005000	ZIMMERMAN, MICHELLE R	3830 SE 23RD TER	\$1,028.67
1311102003006000	ATKINS, ALYK S	3824 SE 23RD TER	\$1,197.19
1311102003009000	VARNON, STEFANI R	3806 SE 23RD TER	\$469.79
1311102005021000	VIRGO, TABITHA R	3718 SE 25TH ST	\$1,462.98
1311102006011000	CRAWFORD, JASON C	2330 SE ALAMAR RD	\$772.70
1311102007001000	MORGAN, DEBRA A	2325 SE ALAMAR RD	\$274.73
1311102009002000	BROWN, JASON	2300 SE ALEXANDER DR	\$393.66
1311103002013000	WURTZ, AARON M	3842 SE HOWARD DR	\$599.65
1311103002016000	PRITCHETT, SALLY	2537 SE CONNIE DR	\$1,888.17
1311103003004000	BUSENITZ, BROOKE N	2526 SE ALEXANDER DR	\$570.51
1311103003014000	MURRAY, CATRECE	2545 SE PECK RD	\$263.88
1311103004002000	ZAJIC, MATTHEW	2514 SE BLAIR DR	\$999.91
1311103004010000	TRIMBLE, BRENDA M	2527 SE ALEXANDER DR	\$492.32
1311103005009000	GEIST, CHARLES	3640 SE HOWARD DR	\$298.23
1311103006016000	MILLS, MELANIE A	3742 SE 27TH ST	\$871.13
1311103010017000	WURTZ, CHRISTINE	3620 SE 27TH TER	\$474.87
1311103013005000	NICHOLS, MATTHEW D	2835 SE LAKERIDGE CT	\$1,257.23
1311103013014000	ALBRIGHT, DANIEL K	2830 SE CAPITOL VIEW CT	\$211.52
1311104005009000	HIGGS, MICHAEL A	4330 SE 25TH TER	\$903.05
1311104007007000	ALI, JAN L	2620 SE BENNETT DR	\$863.15
1311104010002000	NAVA, VERONICA	2720 SE SHAWNEE DR	\$1,306.97
1311104013005000	ROBERTS, GLEN C	4310 SE 29TH ST	\$1,440.27
1311202002001010	ADAMS, SONYA	2323 SE CUVIER ST	\$280.70
1311203001014000	WATKINS, MICHAEL P	4713 SE 25TH ST	\$1,208.45
1311203002006000	WOLFERT, GRAHME S	4546 SE 25TH ST	\$489.18
1311203009004000	SHEPHERD, ANGIE R	4645 SE 26TH TER	\$765.67
1320402006002000	LEGACY ON 10TH REALCO LLC	2015 SE 10TH AVE	\$465.36
1330502004004000	P & Q ENTERPRISES INC	603 SE 10TH AVE	\$435.97
1330502012010000	STARDUSTERS CRIME PREVENTION	1135 SE WASHINGTON ST	\$310.62

1330603007003000	JOHNSON, HARRIETT	1812 SW VAN BUREN ST	\$549.22
1330701004001000	VAUGHN MANAGEMENT LLC	123 SE 21ST ST	\$1,777.36
1330704017006000	DRINKWATER, MICHAEL B	2814 SE MADISON ST	\$514.70
1330801002004000	EMPORIUM HOLDINGS INC	1821 SE 21ST ST	\$1,285.81
1351504001024000	HOSKINS, DAKOTA E	3531 SE CROCO RD	\$941.53
1361401001023000	COCHRAN, CLARENCE	3201 SE DOWNING DR	\$401.84
1361401002010000	RAMOS JR, HUMBERTO MARIO	2907 SE ARBOR DR	\$1,241.19
1361401002017000	ABEL, VERONICA K	2913 SE STARLITE DR	\$729.85
1361401004004000	NATALIE, KIRK P	3107 SE BURTON ST	\$452.96
1361401005006000	EK REAL ESTATE FUND I LLC	3213 SE BURTON ST	\$548.69
1361401008011000	BURGHART, JUSTIN P	3118 SE ARBOR DR	\$225.47
1361402003010000	HUGHES, TAMMY	3816 SE 30TH PARK	\$1,197.81
1361402006003000	GATEWOOD, RAUL R	3807 SE 30TH PARK	\$986.04
1361402006005000	LIND, ERIC T	3813 SE 30TH PARK	\$265.46
1361402007009000	VINSON, PAMELA D	3919 SE 30TH PARK	\$805.82
1361402007016000	ELBERT, ANGELA	3918 SE 31ST ST	\$657.38
1361402011018000	THOMPSON, ROSEMARY	3854 SE 32ND ST	\$142.67
1361403001006004	JONES, RONNIE	3320 SE BUCKEYE ST	\$830.61
1361403003001090	BRYANT, MICHELLE	3810 SE 33RD TER	\$268.35
1361403003006000	KENNARD, ERIC W	3314 SE MEADOWVIEW DR	\$1,037.97
1361403004006000	MARTIN, PATRICK E	3408 SE PECK CT	\$1,085.08
1361403005018010	EKLUND, JEANNINE	3412 SE WALNUT DR	\$331.69
1361403008006004	HARSCH, MIKE	3725 SE 34TH ST	\$1,454.00
1361403010018000	RIDGEWAY, ARCEILE	3430 SE SKYLARK DR	\$226.66
1361403014001010	HAWS, AMANDA M	3612 SE PECK RD	\$342.15
1361403014001150	STUCKENSCHMIDT, BRIAN	3648 SE WALNUT DR	\$892.59
1361404003007000	SWAIM, AMANDA M	3926 SE 34TH ST	\$568.74
1361404004007000	SCHMIDT, KAREN S	4032 SE 34TH ST	\$1,696.91
1361404006012000	MCNALLY, MARTIN J	4034 SE 34TH TER	\$908.13
1361404007004000	WILLEY, JENNIFER	3419 SE BURTON ST	\$966.57
1410101007001000	C HILL APARTMENTS LLC	1315 SW LANE ST	\$169.26
1411201001001000	CARLA HOBBS	801 SW 21ST ST	\$655.94
1462402001011000	KANSAS CARRIAGE HOUSE LLC	3715 SW WESTVIEW AVE	\$135.14
1472601001002000	MEENS, GREGG A	4508 SW BURLINGAME RD	\$68.56
1561400004001000	MURRAY, SHAELA A	2905 SW PIERRE ST	\$181.04

16            Section 2.    That the City Clerk shall certify a copy of this Ordinance and deliver  
17 the same to the County Clerk of Shawnee County, Kansas, who shall place the several  
18 amounts mentioned in Section 1 of this Ordinance upon the tax rolls of said County to  
19 be collected as one tax in the same manner as other taxes and assessments are  
20 collected.





**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

---

**DATE:** September 10, 2024  
**CONTACT PERSON:** Amanda Stanley, City Attorney  
**DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Adoption of 2024 Standard Traffic Ordinance  
**PROJECT #:**  
**CATEGORY/SUBCATEGORY** 013 Ordinances - Codified / 142 Traffic and Vehicles  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:**  
**JOURNAL #:**  
**PAGE #:**

---

**DOCUMENT DESCRIPTION:**

**DISCUSSION** concerning the 2024 Standard Traffic Ordinance (STO) and local amendments amending Topeka Municipal Code Sections 10.15.010 and 10.15.020.

*(Approval will adopt the most recent version of the STO.)*

**VOTING REQUIREMENTS:**

Discussion only. No action required by the City Council.  
Mayor does not vote. 5 votes of Council for approval

**POLICY ISSUE:**

Whether to adopt the 2024 STO with most current statutory updates following the 2024 legislative session with recommended local amendments.

**STAFF RECOMMENDATION:**

Discussion only. Staff recommends the City Council move to adopt the ordinance when considered.

**BACKGROUND:**

The League of Kansas Municipalities (LKM) prepares and publishes the Standard Traffic Ordinance on an annual basis in July following the legislative session. This book is a codification of all relevant statutory changes and the City now practices adopting these changes as soon as possible after publication in order to stay consistent with state law. This is also necessary for the Topeka Police Department's Records Division reporting system. The system used for crime statistics to the FBI will not function properly unless the most current versions

of the statutes are adopted and used.

**BUDGETARY IMPACT:**

One (1) Electronic Copy for website posting - \$100  
Hard Copies - \$9.00 per book.

**SOURCE OF FUNDING:**

General Fund

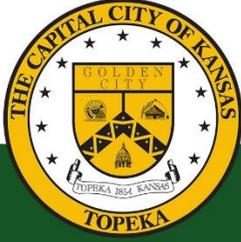
**ATTACHMENTS:**

**Description**

Executive Summary Memo - K. Trussell (August 32, 2024)

Ordinance

2024 STO Electronic Version



# CITY OF TOPEKA

Legal Department, Prosecution Division  
215 SE 7<sup>th</sup> Street, Room 170  
Topeka, KS 66603

Kelly Trussell, Chief of Prosecution  
Tel: (785) 368-3910  
[www.topeka.org](http://www.topeka.org)

## MEMORANDUM

To: Governing Body Members  
From: Kelly J. Trussell, Chief of Prosecution  
Re: 51<sup>st</sup> Edition (2024) of the Standard Traffic Ordinance  
Date: August 23, 2024

The purpose of this memo is to explain the proposed adoption of the 51<sup>st</sup> Edition (2024) of the Standard Traffic Ordinance (STO). The STO is a codification of state laws that is published in book format by the League of Kansas Municipalities, which has been published since 1960. The publication is revised annually to remain consistent with the changes in state law, with the 51<sup>st</sup> Edition (2024) released as the most current version. It is designed to provide a comprehensive traffic code for Kansas cities. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it by reference under the authority of, and by the procedure prescribed by, K.S.A. 12-3009 through 12-3012 and K.S.A. 12-3301 and 12-3301.

It is not necessary to publish the STO in a newspaper if it is properly incorporated by reference. It is only necessary to publish the incorporating ordinance. The incorporating ordinance may delete articles or sections that the governing body considers unnecessary for the city. The incorporating ordinance may also change sections, but where there is a statutory citation at the end of any section, care should be exercised not to change the language in such a manner as to conflict with the language of the statute (K.S.A. 8-2001).

The STO, in large part, parallels the state traffic act. Additional provisions for local regulations, if any, may be included in the incorporating ordinance. Previous ordinances relating to traffic in conflict with provision of this STO and ordinances incorporating earlier editions of the STO should be repealed by the incorporating ordinance.

Currently, the City of Topeka is operating under the 50<sup>th</sup> Edition (2023) of the STO, as previously adopted by the governing body. At this time, the 51<sup>st</sup> Edition (2024) of the STO is available. We are recommending adoption of the 51<sup>st</sup> Edition with certain deletions and/or changes.

The following relevant changes were made in the 51<sup>st</sup> Edition of the STO:

## CHANGES TO THE STANDARD TRAFFIC ORDINANCE

1. ***Section 23. Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.*** In the 50<sup>th</sup> Edition, drivers involved in an accident with more than \$1,000 of property damage that did not remain at the scene of an accident were subject to a penalty of up to one year of imprisonment and/or a fine up to \$2,500. HB 2665 amended the property damage amount to clarify the penalty applies to any property damage of \$1,000 or more.
2. ***Section 114.5. Unlawful Operation of a Work-Site Utility Vehicle.*** This Section was edited to replace the wording in Subsection (c) referencing all-terrain vehicles to the proper references of work-site utility vehicles.
3. ***Section 201.1. Failure to Comply with a Traffic Citation.*** This Section is updated to expire at 11:59 p.m. on December 31, 2024. Upon expiration, the new Section 201.2 will take effect.
4. ***Section 201.2. Failure to Comply with a Traffic Citation.*** This Section takes effect on January 1, 2025, reflecting the changes made by SB 500 regarding the failure to comply with a traffic citation. Previously, a person violated this provision if they did not appear before municipal court and pay their fines in full. Section 201.2 makes it a violation when a person does not appear in municipal court and pay their fine and court costs as ordered by the court.

We are recommending the passage of the ordinance adopting the 51<sup>st</sup> Edition with the following deletions and / or changes. These are all carry through changes from previous years.

1. Section 33 of the Standard Traffic Ordinance, relating to maximum speed limits, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.060 shall be substituted therefor.
2. Section 50 of the Standard Traffic Ordinance, relating to right, left and U-turns at intersection – obedience to, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.180, 10.20.190, 10.20.210, and 10.20.220 shall be substituted therefor.
3. Section 67 of the Standard Traffic Ordinance, relating to pedestrians to use right half of crosswalks, is hereby declared to be and is omitted and deleted.
4. Section 69 of the Standard Traffic Ordinance, relating to pedestrians standing on a highway for the purpose of soliciting employment, business, or

contributions, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.80 shall be substituted therefor.

5. Section 104 of the Standard Traffic Ordinance, relating to inattentive driving, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.100 shall be substituted therefor.
6. Section 107 of the Standard Traffic Ordinance, relating to unattended motor vehicles, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.125 shall be substituted therefor.
7. Section 116 of the Standard Traffic Ordinance, relating to driving upon sidewalks, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.127 shall be substituted therefor.
8. Section 119 of the Standard Traffic Ordinance, relating to parades and processions, is hereby declared to be and is omitted and deleted and the provisions set forth in Chapter 10.50 TMC shall be substituted therefor.
9. Section 131(d) of the Standard Traffic Ordinance, relating to usable bicycle paths, is hereby declared to be and is omitted and deleted.
10. Section 133(c), relating to bicycle pedals, is hereby amended by adding the following exception:  

Exception: Subsection (c) shall not apply where the design of the pedal does not allow attachment of reflectors.
11. Section 194(b) and (c) of the Standard Traffic Ordinance, relating to driving while license canceled, suspended or revoked, is hereby declared to be and is omitted and deleted.
12. Section 195.1 of the Standard Traffic Ordinance, relating to operation of a motor vehicle when a habitual violator, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.230 shall be substituted therefor.
13. Section 198 of the Standard Traffic Ordinance, relating to vehicle license – illegal tag, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.05.060 shall be substituted therefor.
14. Section 204(b) of the Standard Traffic Ordinance, relating to fines doubled in school zones, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 10.20.170 shall be substituted therefor.

Finally, Section 85 of the STO replicates state law for stopping, standing or parking prohibited in specified places. TMC 10.60.080 in addressing the same topic does not replicate state law. While not in conflict, the language in Section 85 mirroring KSA 8-1571 is easier to understand. As such, we have recommend repealing TMC 10.60.080 in its entirety and relying on STO Section 85.

1 (Published in the Topeka Metro News \_\_\_\_\_)  
2

3 ORDINANCE NO. \_\_\_\_\_  
4

5 AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning  
6 adoption of the 2024 edition of the Standard Traffic Ordinances,  
7 amending § 10.15.010 and § 10.15.020 of the Topeka Municipal  
8 Code and repealing original sections.  
9

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

11 Section 1. That section 10.15.010, Incorporation of Standard Traffic  
12 Ordinance, of The Code of the City of Topeka, Kansas, is hereby amended to read as  
13 follows:

14 **Incorporation of Standard Traffic Ordinance.**

15 (a) Generally – Copies. There is hereby incorporated by reference for the  
16 purpose of regulating traffic within the corporate limits of the City of Topeka, Kansas,  
17 the Standard Traffic Ordinance for Kansas Cities, ~~50<sup>th</sup>~~51<sup>st</sup> Edition (~~2023~~2024), prepared  
18 and published in book form by the League of Kansas Municipalities, Topeka, Kansas,  
19 save and except such articles, sections or parts or portions as are hereafter omitted,  
20 deleted, modified or changed. One copy of the Standard Traffic Ordinance shall be  
21 marked or stamped “Official Copy as Adopted by Ordinance No. ~~20456~~\_\_\_\_\_,” with all  
22 sections or portions thereof intended to be omitted or changed clearly marked to show  
23 any such omission or change and to which shall be attached a copy of the ordinance  
24 codified in this chapter and filed with the City Clerk to be open to inspection and  
25 available to the public at all reasonable hours. The Standard Traffic Ordinance, as  
26 amended, shall also be posted on the City’s website.

27 (b) Traffic Infractions and Traffic Offenses.

28 (1) A traffic infraction is a violation of any section of this title or of the Standard

29 Traffic Ordinance that prohibits or requires the same behavior as that prohibited or  
30 required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118,  
31 and amendments thereto.

32 (2) All traffic violations which are included within this title and which are not  
33 traffic infractions as defined in subsection (b)(1) of this section shall be considered  
34 traffic offenses.

35 Section 2. That section 10.15.020, Amendments, of The Code of the City of  
36 Topeka, Kansas, is hereby amended to read as follows:

37 **Amendments.**

38 The ~~50<sup>th</sup>~~51<sup>st</sup> Edition of the Standard Traffic Ordinance for Kansas Cities, as  
39 adopted by reference, shall be amended as follows:

40 (a) Section 33 of the Standard Traffic Ordinance, relating to maximum speed  
41 limits, is hereby declared to be and is omitted and deleted and the provisions set forth at  
42 TMC 10.20.060 shall be substituted therefor.

43 (b) Section 50 of the Standard Traffic Ordinance, relating to right, left and U-  
44 turns at intersection – obedience to, is hereby declared to be and is omitted and deleted  
45 and the provisions set forth at TMC 10.20.180, 10.20.190, 10.20.210, and 10.20.220  
46 shall be substituted therefor.

47 (c) Section 67 of the Standard Traffic Ordinance, relating to pedestrians to use  
48 right half of crosswalks, is hereby declared to be and is omitted and deleted.

49 (d) Section 69 of the Standard Traffic Ordinance, relating to pedestrians  
50 soliciting rides or business, is hereby declared to be and is omitted and deleted and the  
51 provisions set forth in Chapter 10.80 TMC shall be substituted therefor.

52 (e) Section 104 of the Standard Traffic Ordinance, relating to inattentive driving,  
53 is hereby declared to be and is omitted and deleted and the provisions set forth at TMC  
54 10.20.100 shall be substituted therefor.

55 (f) Section 107 of the Standard Traffic Ordinance, relating to unattended motor  
56 vehicles, is hereby declared to be and is omitted and deleted and the provisions set  
57 forth at TMC 10.20.125 shall be substituted therefor.

58 (g) Section 116 of the Standard Traffic Ordinance, relating to driving upon  
59 sidewalks, is hereby declared to be and is omitted and deleted and the provisions set  
60 forth at TMC 10.20.127 shall be substituted therefor.

61 (h) Section 119 of the Standard Traffic Ordinance, relating to parades and  
62 processions, is hereby declared to be and is omitted and deleted and the provisions set  
63 forth in Chapter 10.50 TMC shall be substituted therefor.

64 (i) Section 131(d) of the Standard Traffic Ordinance, relating to usable bicycle  
65 paths, is hereby declared to be and is omitted and deleted.

66 (j) Section 133(c), relating to bicycle pedals, is hereby amended by adding the  
67 following exception:

68 Exception: Subsection (c) shall not apply where the design of the pedal  
69 does not allow attachment of reflectors.

70 (k) Section 194(b) and (c) of the Standard Traffic Ordinance, relating to driving  
71 while license canceled, suspended or revoked, is hereby declared to be and is omitted  
72 and deleted.

73 (l) Section 195.1 of the Standard Traffic Ordinance, relating to operation of a  
74 motor vehicle when a habitual violator, is hereby declared to be and is omitted and

75 deleted and the provisions set forth at TMC 10.20.230 shall be substituted therefor.

76 (m) Section 198 of the Standard Traffic Ordinance, relating to vehicle license –  
77 illegal tag, is hereby declared to be and is omitted and deleted and the provisions set  
78 forth at TMC 10.05.060 shall be substituted therefor.

79 (n) Section 204(b) of the Standard Traffic Ordinance, relating to fines doubled in  
80 school zones, is hereby declared to be and is omitted and deleted and the provisions  
81 set forth at TMC 10.20.170 shall be substituted therefor.

82 Section 3. That section 10.60.080, Stopping, standing or parking prohibited in  
83 street parkings, of The Code of the City of Topeka, Kansas, is hereby repealed.

84 ~~**Stopping, standing or parking prohibited in street parkings.**~~

85 ~~No person shall stop, stand or park a vehicle except when necessary to avoid~~  
86 ~~conflict with other traffic or in compliance with the directions of a police officer or traffic~~  
87 ~~control device in any of the following places:~~

88 ~~On any parking of any street; provided, that “parking” as used in this section shall~~  
89 ~~be defined as the area of any street between the curblines and the property line, but not~~  
90 ~~including:~~

91 ~~(a) That area improved and used as a sidewalk;~~

92 ~~(b) That area approved by the Council and used as a cutback; and~~

93 ~~(c) That area authorized for a loading zone while being used for such purpose;~~

94 ~~provided further, that the area in the parking of any street which has been~~  
95 ~~authorized for ingress and egress to adjacent property shall not be excluded from the~~  
96 ~~parking of any street for the purposes of this section.~~

97





2024

Standard  
Traffic  
Ordinance  
For Kansas Cities

**51st Edition**

Prepared and Published by

The League of Kansas Municipalities

300 SW 8th Avenue Suite 100, Topeka KS, 66603

Ordinance Incorporated by Reference  
Under the Provisions of K.S.A. 12-3009 through  
12-3012, and K.S.A. 12-3301 and 12-3302

by Ordinance No. \_\_\_\_\_

City of \_\_\_\_\_, Kansas

# 51<sup>st</sup> Edition

Standard Traffic Ordinance  
For Kansas Cities

Published in 2024



## STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES

The *Standard Traffic Ordinance* for Kansas Cities has been published by the League of Kansas Municipalities since 1960. It is designed to provide a comprehensive traffic code for Kansas cities. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it by reference under the authority of and by the procedure prescribed by K.S.A. 12-3009 through 12-3012 and K.S.A. 12-3301 and 12-3302. All citations refer to the Kansas Statutes in effect 7/1/24 unless otherwise noted.

It is not necessary to publish the *Standard Traffic Ordinance* in a newspaper if it is properly incorporated by reference. It is only necessary to publish the incorporating ordinance. The incorporating ordinance may delete articles or sections that the governing body considers unnecessary for the city. The incorporating ordinance may also change sections, but where there is a statutory citation at the end of any section, care should be exercised not to change the language in such a manner as to conflict with the language of the statute (K.S.A. 8-2001).

The *Standard Traffic Ordinance*, in large part, parallels the state traffic act. Additional provisions for local regulations, if any, may be included in the incorporating ordinance. Previous ordinances relating to traffic in conflict with provisions of this standard traffic ordinance and ordinances incorporating earlier editions of the standard traffic ordinance should be repealed by the incorporating ordinance.

There must be at least one official copy of this standard ordinance on file with the city clerk. Enforcing officers should have copies. The blanks on the first page should be filled in on all copies.

There are several blank pages at the end of this book. Newspaper clippings of the incorporating ordinance and subsequent ordinances on traffic may be pasted on these pages. Extra copies of the newspaper should be procured, or reprints arranged for so that copies may be pasted in all copies of the standard ordinance.

A listing of changes made to the Standard Traffic Ordinance for 2024 can be found on page 215 of this edition.



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**STANDARD TRAFFIC ORDINANCE  
FOR  
KANSAS CITIES**

**51<sup>st</sup> Edition**

**Article 1. Definitions**

**Section 1. Definitions.** The following words and phrases when used in this ordinance shall, for the purpose of this ordinance and other traffic ordinances, have the meanings respectively ascribed to them in this section except when the context otherwise requires. (K.S.A. 8-1401)

**Alcoholic Beverage.** Any alcoholic liquor, as defined by K.S.A. 41-102 and amendments thereto, or any cereal malt beverage, as defined by K.S.A. 41-2701 and amendments thereto. (K.S.A. 8-1599(a))

**Alcohol Concentration.** The number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath. (K.S.A. 8-1013(a))

**Alley.** A street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic. (K.S.A. 8-1402)

**All-Terrain Vehicle.** Any motorized nonhighway vehicle, other than an electric-assisted bicycle, 55 inches or less in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 1,500 pounds or less, and traveling on three or more nonhighway tires. (K.S.A. 8-1402a; K.S.A. 8-126)

**Antique.** Any vehicle, including an antique military vehicle, more than 35 years old, propelled by a motor using petroleum fuel, steam or electricity, or any combination thereof, regardless of the age or type of the components or equipment installed on the vehicle. (K.S.A. 8-166(a))

**Arterial Street.** Any U.S. or state numbered route, controlled access highway or other major radial or circumferential street or highway designated by local authorities within their respective jurisdictions as part of a major arterial system of streets or highways. (K.S.A. 8-1403)

**Authorized Emergency Vehicle.** Such fire department vehicles or police bicycles or police vehicles which are publicly owned; motor vehicles operated by ambulance services permitted by the emergency medical services board under the provisions of K.S.A. 65-6101 *et seq.*, and amendments thereto; wreckers, tow trucks or car carriers, as defined by K.S.A. 66-1329, and amendments thereto, and having a certificate of public service from the state corporation commission; and such other publicly or privately owned vehicles which are designated as emergency vehicles pursuant to K.S.A. 8-2010, and amendments thereto. (K.S.A. 8-1404)

**Authorized Utility or Telecommunication Vehicle.** (1) A motor vehicle operated by an authorized person as defined in K.S.A. 66-1710, and amendments thereto, for an electric or natural gas public utility as defined in K.S.A. 66-104, and amendments thereto, or a municipality-owned utility, when such motor vehicle is utilized for repairs that are needed on electric utility or natural gas equipment to restore necessary services or ensure public safety and is making use of visual signals meeting the requirements of K.S.A. 8-1731, and amendments thereto; and (2) a motor vehicle operated by a provider, as defined in K.S.A. 17-1902, and amendments thereto, or a wireless infrastructure provide or a wireless services provider, as defined in K.S.A. 66-2019, and amendments thereto, when such vehicle is utilized for repairs and is making use of visual signals meeting the requirements of K.S.A. 8-1731, and amendments thereto. (K.S.A. 8-15,114(e))

**Autocycle.** A three-wheel motorcycle that has a steering wheel and seating that does not require the operator to straddle or sit astride it. (K.S.A. 8-1497)

**Bicycle.** Every device propelled by human power upon which any person may ride, having two tandem wheels, either of which is more than 14 inches in diameter. (K.S.A. 8-1405)

**Bus.** Every motor vehicle designed for carrying more than 10 passengers and used for the transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation. (K.S.A. 8-1406)

**Business District.** The territory contiguous to and including a highway when within any 600 feet along such highway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks or office buildings, railroad stations and public buildings which occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of the highway. (K.S.A. 8-1407)

**Chief of Police.** The chief of police of the city, or any member of the police department of the city designated by the chief of police to act in his or her place.

**Church Bus.** Every bus owned by a religious organization and operated for the transportation of persons to or from services or activities of such religious organization. As used in this section, **religious organization** means any organization, church, body of communicants or group, gathered in common membership for mutual edification in piety, worship and religious observances, or a society of individuals united for religious purposes at a definite place. (K.S.A. 8-1730a(a))

**City or This City.** A city incorporating this ordinance by reference and whose name is stated in the incorporating ordinance.

**Commercial Motor Vehicle.** A motor vehicle designed or used to transport passengers or property, if:

- (a) The vehicle has a gross vehicle weight rating of 26,001 or more pounds or such lesser rating, as determined by rules and regulations adopted by the secretary, but shall not be more restrictive than the federal regulation;
- (b) The vehicle is designed to transport 16 or more passengers, including the driver; or
- (c) The vehicle is transporting hazardous materials and is required to be placarded in accordance with 49 C.F.R. § 172, subpart F.

(K.S.A. 8-2,128(f))

**Controlled-Access Highway.** Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same, except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway. (K.S.A. 8-1410)

**Crosswalk.**

- (a) That part of a roadway at an intersection included within the connections of the lateral lines of sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; or

(b) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

(K.S.A. 8-1411)

**Daycare Program.** Those which provide day service for development in self-help, social, recreational, and work skills for people with intellectual and other disabilities, giving priority to providing services for young people with severe intellectual and other disabilities. (K.S.A. 8-1730a(b); K.S.A. 39-1006)

**Daycare Program Bus.** Every bus used primarily to carry out functions of a daycare program or used by a childcare facility licensed by the Kansas Department of Health and Environment who provides transportation for children six through 18 years of age. (K.S.A. 8-1730a(b))

**Department or Motor Vehicle Department or Vehicle Department.** The division of vehicles of the department of revenue, acting directly or through its duly authorized officers and agents. When acting on behalf of the department of revenue pursuant to this act, a county treasurer shall be deemed to be an agent of the state of Kansas. (K.S.A. 8-126(e))

**Digital Network.** Any online-enabled application, software, website or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers. (K.S.A. 8-2702(b))

**Director.** The director of vehicles. (K.S.A. 8-1412)

**Divided Highway.** A highway divided into two or more roadways by leaving an intervening space or by a physical barrier or by a clearly indicated dividing section so constructed as to impede vehicular traffic. (K.S.A. 8-1414)

**Division.** The division of vehicles of the department of revenue. (K.S.A. 8-1413)

**Drag Race.** The operation of two or more vehicles from a point side by side at accelerating speeds in a competitive attempt to out-distance each other, or the operation of one or more vehicles over a common selected course, from the same point to the same point, for the purpose of comparing the relative speeds or power of acceleration of such vehicle or vehicles within a certain distance or time limit. (K.S.A. 8-1565(b))

**Drawbar.** A bar across the rear of a motor vehicle, or a device securely attached to the motor vehicle, which maintains a fixed position and to which a tow bar may be coupled. (K.S.A. 8-1414a)

**Driveaway-Towaway Operations.** Any operation in which any motor vehicle, trailer or semitrailer, singly or in combination, new or used, constitutes the commodity being transported, when one set or more of wheels of any such vehicle are on the roadway during the course of transportation, whether or not any such vehicle furnishes the motive power. (K.S.A. 8-1415)

**Driver.** Every person who drives or is in actual physical control of a vehicle. (K.S.A. 8-1416)

**Driver's License.** Any license to operate a motor vehicle issued under the laws of this state. (K.S.A. 8-1417)

**Electric-Assisted Bicycle.** A bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

- (a) **Class 1 electric-assisted bicycle** means an electric-assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour;
- (b) **Class 2 electric-assisted bicycle** means an electric-assisted bicycle equipped with a motor that may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour; or
- (c) **Class 3 electric-assisted bicycle** means an electric-assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour. (K.S.A. 8-1489)

**Electric-Assisted Scooter.** Every self-propelled vehicle, other than an electric-assisted bicycle, that has at least two wheels in contact with the ground, an electric motor, handlebars, a brake and a deck that is designed to be stood upon when riding. (K.S.A.8-126(h))

**Electronic Certificate of Title.** Any electronic record of ownership, including any lien or liens that may be recorded, retained by the division in accordance with K.S.A. 8-135d, and amendments thereto. (K.S.A. 8-126(k))

**Electric Personal Assistive Mobility Device.** A self-balancing two nontandem wheeled device, designed to transport only one person, with an electric propulsion system that limits the maximum speed of the device to 15 miles per hour or less. (K.S.A. 8-1491)

**Electric Vehicle.** A vehicle that is powered by an electric motor drawing current from rechargeable storage batteries or other portable electric energy storage devices, provided the recharge energy must be drawn from a source off the vehicle, such as, but not limited to:

- (a) Residential electric service;
- (b) An electric vehicle charging station, also called an EV charging station, an electric recharging point, a charging point, EVSE (Electric Vehicle Supply Equipment) or a public charging station.

(K.S.A. 8-126(j))

**Essential Parts.** All integral and body parts of a vehicle of a type required to be registered hereunder, the removal, alteration or substitution of which would tend to conceal the identity of the vehicle or substantially alter its appearance, model, type or mode of operation. (K.S.A. 8-1418)

**Exhibition of Speed or Acceleration.** Those acts which cause or create unnecessary rapid acceleration, unnecessary tire squeal, skid, smoke, or slide upon acceleration or stopping including the casting of tread, gravel, dirt or other road surface materials from the tires; acts that simulate a temporary race; acts that cause the vehicle to unnecessarily turn abruptly, sway or lose traction with the road surface.

**Farm Tractor.** Every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines and other implements of husbandry, and such term shall include every self-propelled implement of husbandry. (K.S.A. 8-1420)

**Farm Trailer.** Every trailer and semitrailer as those terms are defined in this section, designed and used primarily as a farm vehicle. (K.S.A. 8-126(n))

**Funeral Escort.** A person or entity that provides escort services for funeral processions, including law enforcement personnel and agencies and groups designated to escort military funeral processions. (K.S.A. 8-1349(c))

**Funeral Lead Vehicle.** Any authorized law enforcement or nonlaw enforcement motor vehicle properly equipped pursuant to K.S.A. 8-1723, and amendments thereto, or a funeral escort vehicle being used to lead and facilitate the movement of a funeral procession. A funeral hearse may serve as a funeral lead vehicle. (K.S.A. 8-1349(b))

**Funeral Procession.** Two or more vehicles accompanying the body of a deceased person, or traveling to the cemetery, church, chapel or other location where the funeral service is to be held, in the daylight hours, including a funeral lead vehicle or a funeral escort. (K.S.A. 8-1349(a))

**Golf Cart.** A motor vehicle that does not have fewer than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver. (K.S.A. 8-1495)

**Governing Body.** In commission and commission-manager cities, the mayor shall be considered part of the city governing body in all matters. In mayor-council, modified mayor-council and mayor-council-manager cities, the mayor shall be considered part of the city governing body for the purpose of voting on the passage of a charter ordinance. Whether the mayor is considered part of the governing body for purposes of voting on any other matter shall otherwise be established by ordinance of the city passed by a 2/3 majority of the council. All existing ordinances and charter ordinances relating to the mayor being considered part of the city governing body shall remain in effect until amended or repealed by such city. (K.S.A. 12-104)

**Gross Weight.** The weight of a vehicle without load plus the weight of any load thereon. (K.S.A. 8-1423)

**Habitual Violator.** Defined as in K.S.A. 8-285.

**Highway.** Every way or place of whatever nature open to the use of the public as a matter of right for the purpose of vehicular travel. The term **highway** shall not be deemed to include a roadway or driveway upon grounds owned by private owners, colleges, universities or other institutions. See also **Street or Highway**. (K.S.A. 8-126(q); K.S.A. 8-1424)

**House Trailer.**

- (a) A trailer or semitrailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place, either permanently or temporarily, and is equipped for use as a conveyance on streets and highways; or

- (b) A trailer or a semitrailer whose chassis and exterior shell is designed and constructed for use as a house trailer, as defined in paragraph (a), but which is used instead permanently or temporarily for the advertising, sales, display or promotion of merchandise or services, or for any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.
- (c) **House Trailer** does not include a manufactured home or a mobile home, as such terms are defined in K.S.A. 58-4202.  
(K.S.A. 8-1425)

**Identifying Numbers.** The numbers, and letters, if any, on a vehicle designated by the division for the purpose of identifying the vehicle. (K.S.A. 8-1426)

**Ignition Interlock Device.** A device which uses a breath analysis mechanism to prevent a person from operating a motor vehicle if such person has consumed an alcoholic beverage. (K.S.A. 8-1013(d))

**Implement of Husbandry.** Every vehicle designed or adapted and used exclusively for agricultural operations and only incidentally moved or operated upon the highways. Such term shall include, but not be limited to, a fertilizer spreader or nurse tank used exclusively for dispensing or spreading water, dust or liquid fertilizers or agricultural chemicals, as defined in K.S.A. 2-2202, and amendments thereto, regardless of ownership. For the purpose of this section or for the purpose of the act of which this section is a part, "implement of husbandry" shall not include

- (a) A truck mounted with a fertilizer spreader used or manufactured principally to spread animal dung;
- (b) a mixer-feed truck owned and used by a feedlot, as defined by K.S.A. 47-1501, and amendments thereto, and specially designed and used exclusively for dispensing feed to livestock in such feedlot; or
- (c) a truck permanently mounted with a spreader used exclusively for dispensing or spreading water, dust or liquid fertilizers or agricultural chemicals, as defined in K.S.A. 2-2202, and amendments thereto, regardless of ownership.

(K.S.A. 8-1427)

## **Intersection.**

- (a) The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict; or
- (b) Where a highway includes two roadways 30 feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways 30 feet or more apart, then every crossing of two roadways of such highways shall be regarded as a separate intersection.

The junction of an alley with a street or highway shall not constitute an intersection. (K.S.A. 8-1428)

**Interstate System.** The national system of interstate and defense highways. (K.S.A. 8-1428a)

**Laned Roadway.** A roadway which is divided into two or more clearly marked lanes for vehicular traffic. (K.S.A. 8-1429)

**License or License to Operate a Motor Vehicle.** Any driver's license or any other license or permit to operate a motor vehicle issued under, or granted by, the laws of this state, including:

- (a) Any temporary license, or instruction permit;
- (b) The privilege of any person to drive a motor vehicle whether or not such person holds a valid license; and
- (c) Any nonresident's operating privilege.  
(K.S.A. 8-1430)

**Lien Holder.** A person holding a security interest in a vehicle.  
(K.S.A. 8-1431)

**Light Transmission.** The ratio of the amount of total light to pass through a product or material including any safety glazing material to the amount of the total light falling on the product or material and the glazing. (K.S.A. 8-1749b(b))

**Light Weight Roadable Vehicle.** A multipurpose motor vehicle that is allowed to be driven on public roadways and is required to be registered with, and flown under the direction of, the federal aviation administration. (K.S.A. 8-1496)

**Local Authorities.** The Kansas turnpike authority and every city, county and other local board or body having authority to adopt ordinances or regulations relating to vehicular traffic under the constitution and laws of this state. (K.S.A. 8-1432)

**Low-Speed Vehicle.** Any four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour and is manufactured in compliance with the national highway and traffic safety administration standards for low-speed vehicles in 49 C.F.R. 571.500. (K.S.A. 8-1488)

**Luminous Reflectants.** The ratio of the amount of total light that is reflected outward by the product or material to the amount of the total light falling on the product or material. (K.S.A. 8-1749b(c))

**Mail.** To deposit in the United States mail properly addressed and with postage prepaid. (K.S.A. 8-1433)

**Manufacturer.** Every person engaged in the business of constructing or assembling vehicles of a type required to be registered in this state. (K.S.A. 8-1434)

**Metal Tire.** Every tire, the surface of which in contact with the highway, is wholly or partly of metal or other hard non-resilient material. (K.S.A. 8-1435)

**Micro Utility Truck.** Any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. **Micro utility truck** does not include a work-site utility vehicle. (K.S.A. 8-1494)

**Motor Home.** Every motor vehicle designed to provide temporary living quarters for recreational, camping or travel use. (K.S.A. 8-1436)

**Motor Vehicle.** Every vehicle, other than a motorized bicycle, electric-assisted bicycle or a motorized wheelchair, that is self-propelled. (K.S.A. 8-1437; K.S.A. 8-126(w))

**Motorcycle.** Every motor vehicle, including autocycles, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding an electric-assisted bicycle or a tractor. (K.S.A. 8-1438)

**Motor-Driven Cycle.** Every motorcycle, including every motor scooter, with a motor which produces not to exceed five brake horsepower, and every bicycle with motor attached, except a motorized bicycle or an electric-assisted bicycle. (K.S.A. 8-1439)

**Motorized Bicycle.** Every device, other than an electric-assisted bicycle, having two tandem wheels or three wheels that may be propelled by either human power or helper motor, or by both, and that has: (a) a motor that produces not more than 3.5 brake horsepower; (b) a cylinder capacity of not more than 130 cubic centimeters; (c) an automatic transmission; and (d) the capability of a maximum design speed of no more than 30 miles per hour except a low power cycle. (K.S.A. 8-1439a)

**Motorized Skateboard.** A self-propelled device which has a motor or engine, a deck on which a person may ride and at least two wheels in contact with the ground.

**Motorized Wheelchair.** Any self-propelled vehicle designed specifically for use by a physically disabled person and such vehicle is incapable of a speed in excess of 15 miles per hour. (K.S.A. 8-1439c)

**Narrow Width Lane.** A lane that is too narrow for a bicycle and a vehicle to travel safely side-by-side within the lane. (K.S.A. 8-1590)

**Nonreflective.** A product or material designed to absorb light rather than to reflect it. (K.S.A. 8-1749b(d))

**Nonresident.** Every person who is not a resident of this state. (K.S.A. 8-1440)

**Nonresident's Operating Privilege.** The privilege conferred upon a nonresident by the laws of this state pertaining to the operation by such person of a motor vehicle, or the use of a vehicle owned by such person, in this state. (K.S.A. 8-1441)

**Official Time Standard.** Whenever certain hours are specified, they shall mean standard time or daylight-saving time as may be in current use in this city.

**Official Traffic-Control Devices.** All signs, signals, markings, and devices, not inconsistent with this ordinance, placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic. (K.S.A. 8-1442)

**Official Traffic-Control Signal.** Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

**Oil Well Servicing, Oil Well Clean-out or Oil Well Drilling Machinery or Equipment.** A vehicle constructed as a machine used exclusively for servicing, cleaning-out or drilling an oil well and consisting in general of a mast, an engine for power, a draw works and a chassis permanently constructed or assembled for one or more of those purposes. The passenger capacity of the cab of a vehicle shall not be considered in determining whether such vehicle is oil well servicing, oil well clean-out or oil well drilling machinery or equipment. (K.S.A. 8-126(dd))

**Ordinance Traffic Infraction.** Is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118, as amended.

**Other Competent Evidence.** Includes: (a) alcohol concentration tests obtained from samples taken three hours or more after the operation or attempted operation of a vehicle; and (b) readings obtained from a partial alcohol concentration test on a breath testing machine. (K.S.A. 8-1013(f))

**Owner.** A person, other than a lienholder, having the property in or title to a vehicle; and such term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security. (K.S.A. 8-1443)

**Park or Parking.** The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (K.S.A. 8-1444)

**Passenger Car.** Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons. A motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying 10 passengers or fewer, including vans, but does not include a motorcycle or a motor-driven cycle. (K.S.A. 8-1445; 8-2502)

**Pedestrian.**

- (a) Any person afoot;
- (b) Any person in a wheelchair, either manually or mechanically propelled, or other low powered, mechanically propelled vehicle designed specifically for use by a physically disabled person; or
- (c) Any person using an electric personal assistive mobility device.

(K.S.A. 8-1446)

**Person.** Every natural person, firm, partnership, association or corporation. (K.S.A. 8-1447)

**Person with a Disability.** Any individual who:

- (a) Has a severe visual impairment;
- (b) Cannot walk 100 feet without stopping to rest;
- (c) Cannot walk without the use of or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;
- (d) Is restricted by lung disease to such an extent that the person's forced (respiratory) expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than 60 mm/hg on room air at rest;
- (e) Uses portable oxygen;
- (f) Has a cardiac condition to the extent that the person's functional limitations are classified in severity as class III or class IV according to standards set by the American heart association; or

(g) Is severely limited in such person's ability to walk at least 100 feet due to an arthritic, neurological or orthopedic condition. (K.S.A. 8-1,124)

**Pneumatic Tire.** Every tire in which compressed air is designed to support the load. (K.S.A. 8-1448)

**Pole Trailer.** Every vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregular shaped loads such as poles, pipes or structural members capable, generally, of sustaining themselves as beams between the supporting connections. (K.S.A. 8-1449)

**Police Officer.** Every law enforcement officer, as defined in K.S.A. 21-5111, authorized to direct or regulate traffic or to make arrests for violations of traffic regulations. (K.S.A. 8-1450)

**Private Road or Driveway.** Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons. (K.S.A. 8-1451)

**Racing.** The use of one or more vehicles in an attempt to out-gain, out-distance or prevent another vehicle from passing, to arrive at a given destination ahead of another vehicle or vehicles, or to test the physical stamina or endurance of drivers over long distance driving routes. (K.S.A. 8-1565(c))

**Railroad.** A carrier of persons or property upon cars operated upon stationary rails. (K.S.A. 8-1452)

**Railroad Sign or Signal.** Any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train. (K.S.A. 8-1453)

**Railroad Train.** A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails. (K.S.A. 8-1454)

**Recreational Off-Highway Vehicle.** Any motor vehicle not greater than 75 inches in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 3,500 pounds or less, traveling on four or more nonhighway tires. (K.S.A. 8-126(ii))

**Recreational Vehicle.** A vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation or travel use and which has its own motive power or is mounted on or drawn by another vehicle, and which has a body width not exceeding eight feet and a body length not exceeding 40 feet; but such term shall not include a unit which has no electrical system which operates above 12 volts and has no provisions for plumbing, heating and any other component or feature for which a standard is adopted by the state uniform standards code for mobile homes and recreational vehicles. (K.S.A. 75-1212)

**Registration.** The registration certificate or certificates and registration plates issued under the laws of this state pertaining to the registration of vehicles. (K.S.A. 8-1455)

**Residence District.** The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of 300 feet or more is improved in the main, with residences or residences and buildings in use for business. (K.S.A. 8-1456)

**Revocation of Driver's License.** The termination by formal action of the division of a person's license or privilege to operate a motor vehicle on the highways, which termination shall not be subject to renewal or restoration except that an application for a new license may be presented and acted upon by the division after the expiration of the applicable period of time prescribed in K.S.A. 8-256 and any amendments thereto. (K.S.A. 8-1457)

**Right-of-Way.** The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other. (K.S.A. 8-1458)

**Road Construction Zone.** The portions of a highway which are identified by posted or moving signs as being a construction or maintenance work area. The zone starts at the first sign identifying the zone and continues until a posted or moving sign indicates that the road construction zone has ended. (K.S.A. 8-1458a)

**Roadway.** That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways the term **roadway** as used herein shall refer to any such roadway separately but not to all such roadways collectively. (K.S.A. 8-1459)

**Safety Hitch.** A chain, cable, or other material of sufficient weight which will prevent the towed vehicle from breaking loose in the event the tow bar or drawbar fails or becomes disconnected. (K.S.A. 8-1459a)

**Safety Zone.** The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone. (K.S.A. 8-1460)

**Samples.** Includes breath supplied directly for testing, which breath is not preserved. (K.S.A. 8-1013(g))

**School Bus.** Every motor vehicle defined and designated as a school bus in K.S.A. 72- 6486(g)(1), formerly cited as K.S.A. 72-8301(g). (K.S.A. 8-1461)

**School Crossing Guard.** Any person 18 years of age and older or any person under 18 years of age who is being directly supervised by a person at least 18 years of age, acting with or without compensation and who is authorized under K.S.A. 8-15,104, and amendments thereto, to supervise, direct, monitor, or otherwise assist school children at a street or intersection in the vicinity of a school crosswalk or bus stop. (K.S.A. 8-1492)

**Secretary.** The Secretary of Transportation.

**Security Agreement.** A written agreement which reserves or creates a security interest. (K.S.A. 8-1462)

**Security Interest.** An interest in a vehicle reserved or created by agreement and which secures payment or performance of an obligation. The term includes the interest of a lessor under a lease intended as security. A security interest is "perfected" when it is valid against third parties generally, subject only to specific statutory exceptions. (K.S.A. 8-1463)

**Self-propelled Farm Implement.** Every farm implement designed for specific use applications with its motive power unit permanently incorporated in its structural design. (K.S.A. 8-126(kk))

**Semitrailer.** Every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle. (K.S.A. 8-1464) .

**Sidewalk.** That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians. (K.S.A. 8-1465)

**Solid Rubber Tire.** Every tire of rubber or other resilient material which does not depend upon compressed air for the support of the load. (K.S.A. 8-1466)

**Special Mobile Equipment.** Every vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including but not limited to: Ditch digging apparatus, well boring apparatus and road construction and maintenance machinery such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth moving carry-alls and scrapers, power shovels and drag lines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck mounted transit mixers, cranes or shovels, or other vehicles designed for the transportation of persons or property to which machinery has been attached. (K.S.A. 8-1467)

**Specially Constructed Vehicle.** Every vehicle of a type required to be registered in this state, not originally constructed under a distinctive name, make, model or type by a generally recognized manufacturer of vehicles and not materially altered from its original construction. (K.S.A. 8-1468)

**Stand or Standing.** The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (K.S.A. 8-1469)

**State.** The State of Kansas.

**Stop.** When required means complete cessation from movement. (K.S.A. 8-1471)

**Stop or Stopping.** When prohibited means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal. (K.S.A. 8-1472)

**Street or Highway.** The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Where the word “highway” or the word “street” is used in this ordinance, it shall mean street, avenue, boulevard, thoroughfare, trafficway, alley and other public way for vehicular travel by whatever name unless the context clearly indicates otherwise. (K.S.A. 8-1473)

**Sun Screening Devices.** A film material or device that is designed to be used in conjunction with motor vehicle safety glazing materials for reducing the effects of the sun. (K.S.A. 8-1749b(a))

**Suspension of a Driver’s License.** The temporary withdrawal by formal action of the division of a person’s license or privilege to operate a motor vehicle on the highways. (K.S.A. 8-1474)

**Through Highway.** Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such highway in obedience to either a stop sign, yield sign or other traffic-control device, when such signs or devices are erected as provided in this ordinance. (K.S.A. 8-1475)

**Tow Bar.** A rigid piece of material which is structurally adequate to hold any weight vehicle towed and which is properly and securely mounted to the towed vehicle without excessive slack but with sufficient play to allow for universal action of the connection and which is equipped with a suitable locking device to prevent accidental separation of the towing vehicle and the towed vehicle. (K.S.A. 8-1475a)

**Toxic Vapors.** The following substances or products containing such substances:

- (a) Alcohols, including methyl, isopropyl, propyl, or butyl;
  - (b) aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
  - (c) acetone;
  - (d) benzene;
  - (e) carbon tetrachloride;
  - (f) cyclohexane;
  - (g) freons, including freon 11, freon 12 and other halogenated hydrocarbons;
  - (h) hexane;
  - (i) methyl ethyl ketone;
  - (j) methyl isobutyl ketone;
  - (k) naphtha;
  - (l) perchlorethylene;
  - (m) toluene;
  - (n) trichloroethane; or
  - (o) xylene.
- (K.S.A. 21-5712)

**Traffic.** Pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any highway for purposes of travel. (K.S.A. 8-1477)

**Traffic-Control Signal.** Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed. (K.S.A. 8-1478)

**Traffic Control Signal Preemption Device.** Any device, instrument, or mechanism designed, intended, or used to interfere with the operation or cycle of a traffic-control signal. (K.S.A. 21-6324(d))

**Traffic Infraction.** A violation of any of the statutory provisions listed in subsection (c) of K.S.A. 8-2118 as amended.

**Trailer.** Every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no part of its weight rests upon the towing vehicle. (K.S.A. 8-1479)

**Transportation Network Company.** A corporation, partnership, sole proprietorship or other entity operating in Kansas that uses a digital network to connect transportation network company riders to transportation network company drivers who provide prearranged rides. A transportation network company shall not be deemed to control, direct or manage the personal vehicles or transportation network company drivers that connect to its digital network, except where agreed to by written contract. (K.S.A. 8-2702(e))

**Transportation Network Company Driver.** An individual who:

- (1) Receives connections to potential passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and
- (2) Uses a personal vehicle to provide services for riders matched through a digital network controlled by a transportation network company and receives, in exchange for providing the passenger a ride, compensation that exceeds the individual's cost to provide the ride.

(K.S.A. 8-2702(f))

**Travel Trailer.** Every vehicle without motive power designed to be towed by a motor vehicle constructed primarily for recreational purposes. (K.S.A. 8-1490)

**Truck.** Every motor vehicle designed, used or maintained primarily for the transportation of property. (K.S.A. 8-1481)

**Truck-Camper.** Any structure designed, used or maintained primarily to be loaded on or affixed to a motor vehicle to provide a mobile dwelling, sleeping place, office or commercial space. (K.S.A. 8-1482)

**Truck Tractor.** Every motor vehicle designed and used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle or load so drawn. (K.S.A. 8-1483)

**Urban District.** The territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses, situated at intervals of less than 100 feet for a distance of a quarter of a mile or more. (K.S.A. 8-1484)

**Vehicle.** Every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, excepting electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks. (K.S.A. 8-1485)

**Waste Collection Vehicle.** A vehicle specifically designed and equipped and used exclusively for garbage, refuse, recycling or solid waste collection or disposal operations. (K.S.A. 8-15,112(b))

**Wide-Base Single Tires.** All tires having a section width, as specified by the manufacturer, of 14 inches or more. (K.S.A. 8-1742b(a))

**Wireless Communication Device.** Any wireless electronic communication device that provides for voice or data communication between two or more parties, including, but not limited to, a mobile or cellular telephone, a text messaging device, a personal digital assistant that sends or receives messages, an audio-video player that sends or receives messages or a laptop computer. **Wireless communication device** does not include a device which is voice-operated and which allows the user to send or receive a text based communication without the use of either hand, except to activate or deactivate a feature or function. (K.S.A. 8-15,111(a)(1))

**Work-Site Utility Vehicle.** Any motor vehicle which is not less than 48 inches in width, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more nonhighway tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials. **Work-site utility vehicle** does not include a micro utility truck. (K.S.A. 8-1493)

**Wrecker or Tow Truck.** Any motor vehicle equipped with booms, winches or similar equipment specifically designed for recovery or towing of vehicles. (K.S.A. 66-1329(a))

**Write, Send or Read a Written Communication.** Using a wireless communication device to manually type, send or read a written communication, including, but not limited to, a text message, instant message or electronic mail. (K.S.A. 8-15,111(a)(2))

## Article 2. Scope of Ordinance

**Sec. 2. Provisions of Ordinance Refer to Vehicles Upon the Streets and Highways; Exceptions.** The provisions of this ordinance relating to the operation of vehicles refer exclusively to the operation of vehicles upon streets and highways within this city except:

- (a) Where a different place is specifically referred to in a given section; and
- (b) The provisions of Sections 29 to 31, inclusive, of this ordinance, and the provisions of Article 10 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto, shall apply upon streets and highways and elsewhere throughout the city. (K.S.A. 8-1501)

**Sec. 3. Emergency, Temporary and Experimental Regulations.** The chief of police or city traffic engineer is hereby empowered to make regulations necessary to make effective the provisions of this and other traffic ordinances of the city, to establish no parking zones on special occasions to expedite traffic or for safety purposes, signs being properly posted, to make and enforce temporary or experimental regulations to cover emergencies or special conditions or to determine the advisability of permanent regulations for recommendation to the governing body, and test traffic-control devices under actual conditions of traffic. No temporary or experimental regulation shall remain in force for more than 90 days. (K.S.A. 8-2001; 8-2002, as amended)

**Sec. 4. Authority of Police.** Police officers of the city shall at all times be empowered to enforce the provisions of this and other traffic ordinances of this city and temporary and emergency rules and regulations of the chief of police, and may at any time direct and control traffic in person or by visible or audible signals: provided, that in the event of fire, temporary traffic congestion or other emergency, or to expedite the flow of traffic or to safeguard pedestrians, officers may direct traffic as conditions require notwithstanding the provisions of this ordinance and other traffic ordinances. (K.S.A. 8-2001; 8-2002)

**Article 3. Obedience to and**  
**Effect of Traffic Laws**

**Sec. 5. Required Obedience to Traffic Laws.** It is unlawful for any person to do any act forbidden or fail to perform any act required in this ordinance.

**Sec. 6. Obedience to Authorized Persons Directing Traffic.** No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer or fireman of this city invested by law with authority to direct, control or regulate traffic. (K.S.A. 8-1503)

**Sec. 6.1. Road Construction Zone.** It shall be unlawful for any person to fail, neglect or refuse to comply with restrictions or traffic regulations in a road construction zone or fail to comply with traffic orders or traffic directions by a flagman in a road construction zone. (K.S.A 8-1531a)

**Sec. 7. Persons Riding Animals or Driving Animal-Drawn Vehicles.** Every person riding an animal or driving any animal-drawn vehicle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this ordinance, except those provisions of this ordinance which by their very nature can have no application. (K.S.A. 8-1504)

**Sec. 8. Persons Working on Highways; Exceptions.** Unless specifically made applicable, the provisions of this ordinance, except those contained in Sections 29 to 31, inclusive, of this ordinance, shall not apply to persons, motor vehicles and equipment while actually engaged in work upon a highway, but shall apply to such persons and vehicles when traveling to or from such work. (K.S.A. 8-1505)

**Sec. 9. Public Officers and Employees to Obey Ordinance; Exceptions.** The provisions of this ordinance applicable to the drivers of vehicles upon the highways shall apply to the drivers of all vehicles owned or operated by the United States, this state or any county, city or any other political subdivision of the state, subject to such specific exceptions as are set forth in this ordinance. (K.S.A. 8-2103)

## **Sec. 10. Authorized Emergency Vehicles.**

- (a) The driver of an authorized emergency vehicle, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law, or when responding to but not upon returning from a fire alarm, may exercise the privileges set forth in this section, but subject to the conditions herein stated.
  
- (b) The driver of an authorized emergency vehicle may:
  - (1) Park or stand, irrespective of the provisions of this ordinance.
  - (2) Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
  - (3) Exceed the maximum speed limits so long as such driver does not endanger life or property.
  - (4) Disregard regulations governing direction of movement or turning in specified directions.
  - (5) Proceed through toll booths on roads or bridges without stopping for payment of tolls, but only after slowing down as may be necessary for safe operation and the picking up or returning of toll cards.
  
- (c) The exemptions herein granted to an authorized emergency vehicle shall apply only when such vehicle is making use of an audible signal meeting the requirements of Section 174 and visual signals meeting the requirements of Section 160 of this ordinance, except that an authorized emergency vehicle operated as a police vehicle need not be equipped with or display a red light visible from in front of the vehicle.
  
- (d) The foregoing provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of reckless disregard for the safety of others. (K.S.A. 8-1506)

**Ref.:** Sec. 61.

## Sec. 10.1 Funeral Processions.

- (a) Notwithstanding any provision of state law, city ordinance or county resolution relating to traffic control devices or right-of-way provisions, pedestrians and operators of all vehicles, except as provided in subsection (b), funeral escorts may reasonably direct vehicle and pedestrian traffic to allow funeral processions to pass through intersections and disregard traffic control devices. When the funeral lead vehicle is directed by a funeral escort to lawfully enter an intersection, the remaining vehicles in the funeral procession may follow such funeral lead vehicle through the intersection regardless of any traffic control devices or right-of-way provisions prescribed by state law, city ordinance or county resolution.
  
- (b) Funeral processions shall have the right-of-way at intersections regardless of traffic control devices, subject to the following conditions and exceptions:
  - (1) Operators of vehicles in a funeral procession shall yield the right of-way to an approaching authorized emergency vehicle, and amendments thereto, using an audible signal meeting the requirements of Sec. 174, and amendments thereto, or a visual signal meeting the requirements of Sec. 160, and amendments thereto;
  - (2) operators of vehicles in a funeral procession shall yield the right of-way when directed by a police officer;
  - (3) operators of vehicles in a funeral procession shall exercise due care when participating in a funeral procession and avoid colliding with any other vehicle or pedestrian in accordance Sec. 66, and amendments thereto; and
  - (4) (4) an operator of a vehicle in a funeral procession shall not have the right-of-way at an intersection, if the vehicle is more than 300 feet behind the immediately preceding vehicle in the funeral procession.
  
- (c) All vehicles comprising a funeral procession shall follow the preceding vehicle in the funeral procession as closely as is practical and safe.

- (d) In accordance with Sec. 47, and amendments thereto, any state law, city ordinance or county resolution stating that motor vehicles shall be operated to allow sufficient space, enabling any other vehicle to enter and occupy such space without danger, shall not be applicable to funeral processions.
- (e) Each vehicle that is a part of a funeral procession shall have such vehicle's headlights, either high beam or low beam, and tail lights lighted and may also use flashing hazard lights if the vehicle is so equipped.
- (f) No funeral procession shall occupy, march or proceed along any highway until the city police department has been notified by the person or persons in charge thereof and until the chief of police or designee shall have made provision for such purpose together with a law enforcement or non-law enforcement funeral escort if he or she deems such escort necessary. (K.S.A. 8-2002(a)(3)); K.S.A. 8-1350:1352).

#### **Article 4. Traffic Signs, Signals and Markings**

**Sec. 11. Manual and Specifications for Traffic Control Devices.** All traffic control devices shall conform to the state manual and specifications. (K.S.A. 8-2005)

#### **Sec. 12. Obedience to and Required Traffic-Control Devices; Presumption of Legality.**

- (a) The driver of any vehicle shall obey the instructions of any official traffic-control device applicable thereto, placed in accordance with the provisions of this ordinance, unless otherwise directed by a police officer, subject to the exceptions granted the driver of an authorized emergency vehicle in this ordinance.
- (b) No provision of this ordinance for which official traffic-control devices are required shall be enforced against an alleged violator if, at the time and place of the alleged violation, an official device is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that official traffic-control devices are required, such section shall be effective even though no devices are erected or in place.

- (c) Whenever official traffic-control devices are placed in position approximately conforming to the requirements of this ordinance, such devices shall be presumed to have been so placed by the official act or direction of lawful authority, unless the contrary shall be established by competent evidence.
- (d) Any official traffic-control device placed pursuant to the provisions of this ordinance and purporting to conform to the lawful requirements pertaining to such devices shall be presumed to comply with the requirements of this ordinance, unless the contrary shall be established by competent evidence. (K.S.A. 8-1507)

**Sec. 13. Traffic-Control Signal Legend.** Whenever traffic is controlled by traffic-control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) **Green Indication.**

- (1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at such place prohibits either such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.
- (2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may enter the intersection cautiously only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless otherwise provided by a pedestrian-control signal, as provided in Section 14, pedestrians facing any green signal, except when the sole green signal is a turn arrow, may proceed across the roadway within any marked or unmarked crosswalk.

**(b) Steady Yellow Indication.**

- (1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection.
- (2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 14, are thereby advised that there is insufficient time to cross the roadway before a red indication is shown and no pedestrian shall then start to cross the roadway.

**(c) Steady Red Indication.**

- (1) Vehicular traffic facing a steady circular red or red arrow signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then before entering the intersection, and shall remain standing until an indication to proceed is shown, except as provided in paragraphs (2), (3), and (4) of this subsection. Any turn provided for in paragraphs (2), (3), and (4) shall be governed by the applicable provisions of Section 49 of this ordinance.
- (2) Unless a sign is in place prohibiting a turn, vehicular traffic facing a steady red signal may cautiously enter the intersection to make a right turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless a sign is in place prohibiting a turn, vehicular traffic upon a roadway restricted to one-way traffic facing a steady red signal at the intersection of such roadway with another roadway restricted to one-way traffic which is proceeding to the left of such vehicular traffic, may cautiously enter the

intersection to make a left turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

- (4) The driver of a motorcycle or person riding a bicycle facing any steady red signal, which fails to change to a green light within a reasonable period of time because of a signal malfunction or because the signal has failed to detect the arrival of the motorcycle or bicycle because of its size or weight, shall have the right to proceed subject to the rules stated herein. After stopping, the driver or rider shall yield the right-of-way to any vehicle in or near the intersection or approaching on a roadway so closely as to constitute an immediate hazard during the time such driver or rider is moving across or within the intersection or junction of roadways. Such motorcycle or bicycle traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
  - (5) Unless otherwise directed by a pedestrian-control signal as provided in Section 14, pedestrians facing a steady circular red or red arrow signal alone shall not enter the roadway.
- (d) In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal.

(K.S.A. 8-1508)

### **Sec. 13.1. Traffic Control Signal Preemption Devices.**

- (a) Except as provided in subsection (c), it shall be unlawful for any person to knowingly possess a traffic control signal preemption device.
- (b) A person convicted of violating subsection (a) shall be guilty of a code violation and subject to a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.
- (c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency vehicles, in the course of such person's emergency duties:
  - (1) Publicly owned fire department vehicles;
  - (2) Publicly owned police vehicles; or
  - (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board.

(K.S.A. 21-6324)

**Sec. 14. Pedestrian-Control Signals.** Whenever special pedestrian-control signals exhibiting the words "walk" or "don't walk" or symbols of "walking person" or "upraised palm" are in place, such signals shall indicate as follows:

- (a) **Flashing or Steady Walk or Walking Person.** Pedestrians facing such signal may proceed across the roadway in the direction of the signal and shall be given the right-of-way by the drivers of all vehicles.
- (b) **Flashing or Steady Don't Walk or Upraised Palm.** No pedestrian shall start to cross the roadway in the direction of such signal, but any pedestrian who has partially completed his crossing on the "walk" or "walking person" signal shall proceed to a sidewalk or safety island while the "don't walk" or "upraised palm" signal is showing. (K.S.A. 8-1509)

## Sec. 15. Flashing Signals.

- (a) Whenever an illuminated flashing red or yellow light is used in a traffic signal or with a traffic sign it shall require obedience by vehicular traffic as follows:
- (1) **Flashing Red (Stop Signal).** When a red lens is illuminated with rapid intermittent flashes, drivers of vehicles shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it, and the right to proceed shall be subject to the rules applicable after making a stop at a stop sign.
  - (2) **Flashing Yellow (Caution Signal).** When a yellow lens is illuminated with rapid intermittent flashes, drivers of vehicles may proceed through the intersection or past such signal only with caution.
- (b) This section shall not apply at railroad grade crossings. Conduct of drivers of vehicles approaching railroad grade crossing shall be governed by the rules as set forth in Section 76 of this ordinance.
- (K.S.A. 8-1510)

**Sec. 16. Lane-Direction-Control Signals.** When lane-direction-control signals are placed over the individual lanes of a street or highway, such signals indicate and apply to drivers of vehicles as follows:

- (a) **Green Indication.** Vehicular traffic may travel in any lane over which a green signal is shown.
- (b) **Steady Yellow Indication.** Vehicular traffic is thereby warned that a lane control change is being made.
- (c) **Steady Red Indication.** Vehicular traffic shall not enter or travel in any lane over which a red signal is shown.
- (d) **Flashing Yellow Indication.** Vehicular traffic may use the lane only for the purpose of approaching and making a left turn. (K.S.A. 8-1511)

## **Sec. 17. Display of Unauthorized Signs, Signals or Markings.**

- (a) No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic-control device or any railroad sign or signal.
- (b) No person shall place or maintain, nor shall any public authority permit upon any highway any official traffic control device bearing thereon any commercial advertising, except for business signs included as part of official motorist service panels or roadside area information panels approved by the secretary of transportation.
- (c) This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.
- (d) Every such prohibited sign, signal or marking is hereby declared to be a public nuisance and the governing body is hereby empowered to remove the same or cause it to be removed without notice. (K.S.A. 8-1512)

**Sec. 18. Interference with Official Traffic-Control Devices or Railroad Signs or Signals.** No person, without lawful authority, shall attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof. (K.S.A. 8-1513)

**Sec. 19. Designation of Crosswalks and Safety Zones.** The chief of police, subject to the approval of the governing body, may designate and maintain by appropriate devices, marks or lines on the surface of the roadway, crosswalks at intersections where in his/her opinion there is particular danger to pedestrians crossing the roadway and at such other places as may be deemed necessary. The chief of police may also, subject to such approval, establish and mark safety zones of such kind and character and at such places as may be deemed necessary for the protection of pedestrians. (K.S.A. 8-2001 and K.S.A. 8-2006)

**Ref.:** Driving Through Safety Zones, see Sec. 70.

## **Sec. 20. Play Streets.**

- (a) The chief of police shall have authority to declare any street or part thereof a play street and to place appropriate signs or devices in the roadway indicating and helping to protect the same.
- (b) Whenever authorized signs are erected indicating any street or part thereof as a play street, no person shall drive a vehicle upon any such street or portion thereof except drivers of vehicles having business or whose residences are within such closed area, and then any such driver shall exercise the greatest care in driving upon any such street or portion thereof.

(K.S.A. 8-2002(a)(17))

**Sec. 21. Traffic Lanes.** The chief of police is hereby authorized to mark traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is deemed necessary.

## **Article 5. Accidents and Accident Reports; Duties**

**Sec. 22. Provisions of Article Apply Throughout City.** The provisions of this article shall apply upon streets and highways and elsewhere throughout the city. (K.S.A. 8-1601)

**Ref.:** Sec. 2.

**Sec. 23. Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.**

- (a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.
- (b) Violation of subsection (a) when an accident results in:

- (1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.
- (2) Any person who violates this section which results in injury to any person or property damages of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.

(c) The driver shall comply with the provisions of section 26.1

(K.S.A. 8-1602)

#### **Sec. 24. Reserved for Future Use.**

#### **Sec. 25. Duty of Driver to Give Certain Information after Accident; Failure to Provide Proof of Liability Insurance or Financial Security; Duty to Render Aid after Accident; Proof of Liability Insurance or Financial Security by Electronic Means, Restrictions.**

- (a) (1) The driver of any vehicle involved in an accident resulting in injury to or death of any person or damage to any attended vehicle or other property shall give such driver's name, address, and the registration number of the vehicle such driver is driving, and upon request shall exhibit such driver's license or permit to drive, the name of the company with which there is in effect a policy of motor vehicle liability insurance covering the vehicle involved in the accident and the policy number of such policy to any person injured in such accident or to the driver or occupant of or person attending any vehicle or other property damaged in such accident, and shall give such information and upon request exhibit such license or permit and the name of the insurer and policy number to any police officer at the scene of the accident or who is investigating the accident.
- (2) Such driver, insofar as possible, shall immediately make efforts to determine whether any person involved in such accident was injured or killed, and shall render to any person injured in such accident reasonable assistance, including the carrying, or the making of arrangements for the carrying of such person to a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that such treatment is necessary or if such carrying is requested by the injured person.

- (b) If no police officer is present, the driver of any vehicle involved in such accident, or any occupant of such vehicle 18 years of age or older, shall immediately report such accident, by the quickest available means of communication, to the nearest office of a duly authorized police authority if:
- (1) There is apparently property damage of \$1,000 or more;
  - (2) Any person involved in the accident is injured or killed; or
  - (3) The persons specified in subsection (a) are not present or in condition to receive such information.
- (c) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with failing to provide the name of such person's insurance company and policy number as required in subsection (a), shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance. Such evidence also may be produced by displaying on a cellular phone or other type of portable electronic device evidence of financial security required by this subsection. Any person to whom such evidence of financial security is displayed shall view only such evidence of financial security. Such person shall be prohibited from viewing any other content or information stored on such cellular phone or other portable electronic devices. (K.S.A. 8-1604)

## **Sec. 26. Duty Upon Striking Unattended Vehicle or Other Property.**

- (a) The driver of any vehicle which collides with or is involved in an accident with any vehicle or other property which is unattended, resulting in any damage to such other vehicle or property, shall immediately stop and shall then and there either locate and notify the operator or owner of such vehicle or other property of such driver's name, address and the registration number of the vehicle such driver was driving, or shall attach securely in a conspicuous place in or on such vehicle or other property a written notice giving such driver's name, address, and the registration number of the vehicle such driver was driving, and without unnecessary delay shall notify the nearest office of a authorized police authority.
- (b) The driver under subsection (a), if possible, shall comply with the provisions of section 26.1. (K.S.A. 8-1605)

## **Sec. 26.1. Removal of Vehicle from Roadway After Accident.**

- (a) Except in the case of an accident involving death or apparent injury of any person, or the transportation of hazardous material, the owner or driver of a vehicle which obstructs the regular flow of traffic on any interstate highway, U.S. highway, or any multi-lane or divided roadway, shall make every reasonable effort to move the vehicle from the roadway, if, moving the vehicle may be done safely, does not require towing and may be operated under its own power without further damage to the vehicle or the roadway and without endangering other vehicles or persons upon the roadway.
- (b) Except in the case of an accident involving death or apparent injury of any person or the transportation of hazardous material, authorized employees or agents of the Kansas department of transportation, Kansas highway patrol, or other law enforcement agency without the consent of the driver or owner of the vehicle or property, may require, assist in or cause the removal from the roadway any vehicle, debris or any other property which is obstructing the regular flow of traffic, creating or aggravating an emergency situation or otherwise endangering public safety.

- (c) No state, county, or municipal agency nor their authorized employees or agents shall be held liable for any damages resulting from the reasonable exercise of authority granted under this section.
- (d) Notwithstanding the provisions of this section, a driver is required to comply with the applicable provisions of K.S.A. 8-1601 *et seq.*, and amendments thereto. (K.S.A. 8-15,107)

#### **Sec. 27. Reserved for Future Use.**

**Sec. 28. False Reports.** A person shall not give information in oral or written reports, as required in this ordinance, knowing or having reason to believe that such information is false. (K.S.A. 8-1608)

### **Article 6. Serious Traffic Offenses**

#### **Sec. 29. Reckless Driving; Penalties.**

- (a) Any person who drives any vehicle in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.
- (b) Except as provided in K.S.A. 8-2,142, violation of this section is a misdemeanor. Upon a first conviction of a violation of this section a person shall be sentenced to not less than five days nor more than 90 days' imprisonment or fined not less than \$25 nor more than \$500, or by both such fine and imprisonment. On a second or subsequent conviction of a violation of this section, a person shall be sentenced to not less than 10 days nor more than six months' imprisonment or fined not less than \$50 nor more than \$500 or both such fine and imprisonment. (K.S.A. 8-1566)

**Sec. 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.**

- (a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
  - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
  - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
  - (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
  - (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
  - (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.
  
- (b) (1) Driving under the influence is:
  - (A) An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750 nor more than \$1,000.
  - (B) On a second conviction of a violation of this section the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:
    - (i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination

of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A) or (b)(1)(B), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.

- (c) Any person 18 years of age or older convicted of violating this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f)
  - (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
  - (2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the \$250 required to be remitted to the state treasurer pursuant to K.S.A. 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.

- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (h) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:
- (1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
  - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
    - (A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
    - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
    - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a) (3) or (a)(5), and amendments thereto;
    - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
    - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

- (3) **Conviction** includes:
- (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and
  - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);
- (4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;
- (5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
- (6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime.
- (i) For the purposes of determining whether an offense is comparable, the following shall be considered:
- (1) The name of the out-of-jurisdiction offense;
  - (2) The elements of the out-of-jurisdiction offense;
  - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
- (j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

- (1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
  - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A 22-2906 *et seq.*, and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.
- (n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.
- (o) As used in this section:
- (1) **Imprisonment** includes any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
  - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

**Ref.:** For persons under 21 years of age, see also K.S.A. 8-1567a.

**{Editor's Note:** Since 2007 the Kansas Legislature has acted to give municipal courts jurisdiction over the felony level offences of Third, Fourth, and Subsequent Driving Under the Influence (DUI), K.S.A. 8-1567(l)(1) and (l)(3). However, K.S.A. 8-1567(m) (2) appears to remove this authority from municipal courts. Because of this apparent conflict, and concerns about sentencing issues and cost, the Editor has determined that Third, Fourth, and Subsequent Driving Under the Influence (DUI) would not be included in this Code. Should a city wish to implement these provisions concerning prosecuting felony level DUI in municipal court, a separate ordinance will need to be adopted.}

## **Sec. 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.**

- (a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle, as defined in Section 1, within this city while:
  - (1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;
  - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or
  - (3) Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.
  
- (b) (1) Driving a commercial motor vehicle under the influence is:
  - (A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than \$750 nor more than \$1,000.
  - (B) On a second conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:
    - (i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

(2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A) or (b)(1)(B), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.

(c) Any person 18 years of age or older convicted of a violation of this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

- (d) If a person is charged with a violation of Section 30(a)(4) or (a) (5), as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f)
  - (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
  - (2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the \$250 required to be remitted to the state treasurer pursuant to K.S.A. 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.
- (g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
  - (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
  - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall:
  - (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and
  - (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.

- (i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.
- (l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:
  - (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the

- person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
- (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
- (A) This section or K.S.A. 8-2,144, and amendments thereto;
  - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
  - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
  - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
  - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
- (3) **Conviction** includes:
- (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);
  - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);
- (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
- (5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.

- (n) For the purposes of determining whether an offense is comparable, the following shall be considered:
  - (1) The name of the out-of-jurisdiction offense;
  - (2) The elements of the out-of-jurisdiction offense;
  - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
  
- (o) For the purpose of this section:
  - (1) **Imprisonment** includes any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and
  - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-2,144)

### **Sec. 30.2. Preliminary Breath Test.**

- (a) A law enforcement officer may request a person who is operating or attempting to operate a motor vehicle within this state to submit to a preliminary screening test of the person's breath or oral fluid, or both, if the officer has reasonable suspicion to believe that the person has been operating or attempting to operate a vehicle while under the influence of alcohol or drugs or both alcohol and drugs.
  
- (b) If the person submits to the test, the results shall be used for the purpose of assisting law enforcement officers in determining whether an arrest should be made and whether to request the tests authorized by K.S.A. 8-1001 and amendments thereto. A law enforcement officer may arrest a person based in whole or in part upon the results of a preliminary screening test. Such results shall not be admissible in any civil or criminal action concerning the operation of or attempted operation of a vehicle except to aid the court or hearing officer in determining a challenge to the validity of the arrest or the validity of the request to submit to a test pursuant to K.S.A. 8-1001 and amendments thereto. Following the preliminary screening test, additional tests may be requested pursuant to K.S.A. 8-1001 and amendments thereto.

- (c) Any preliminary screening of a person's breath shall be conducted with a device approved pursuant to K.S.A. 65-1,107, and amendments thereto. Any preliminary screening of a person's oral fluid shall be conducted in accordance with rules and regulations, if any, approved pursuant to K.S.A. 75-712h, and amendments thereto.  
(K.S.A. 8-1012)

**Sec. 30.2.1. Reserved for Future Use.**

{**Editor's Note:** K.S.A. 8-1025 was found to be unconstitutional by the Kansas Supreme Court so the Editor has deleted the offense of Refusal to Submit to Alcohol or Drug Test.}

**Sec. 30.3. Ignition Interlock Devices; Tampering.**

- (a) No person shall:
- (1) Tamper with an ignition interlock device, circumvent it or render it inaccurate or inoperative;
  - (2) Request or solicit another to blow into an ignition interlock device, or start a motor vehicle equipped with such device, providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device;
  - (3) Blow into an ignition interlock device, or start a motor vehicle equipped with such device, providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device; or
  - (4) Operate a vehicle not equipped with an ignition interlock device while such person's driving privileges have been restricted to driving a motor vehicle equipped with such device.
- (b) Violation of this section shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment.
- (c) In addition to any other penalties provided by law:
- (1) (A) On a first conviction of a violation of subsection (a)(1) or (a)(2), the division shall extend the ignition interlock restriction period on the person's driving privileges for an additional 90 days; and

- (B) On a second or subsequent conviction of a violation of subsection (a)(1) or (a)(2), the division shall restart the original ignition interlock restriction period on the person's driving privileges; and
- (2) On a conviction of a violation of subsection (a)(4), the division shall restart the original ignition interlock restriction period on the person's driving privileges.

(K.S.A. 8-1017)

**{Editor's Note:** K.S.A.8-1015(e) seems to provide an exception to K.S.A. 8-1017(a)(4) as replicated in STO section 30.3 (a) (4) with regard to driving an employer's vehicle. However, there are also exceptions to this exception. Please see K.S.A. 8-1015 for further guidance.}

**Sec. 30.4. Impounded Motor Vehicle; Disposition; When.**

If the owner of a motor vehicle which has been impounded pursuant to Section 30 or Section 105, refuses to pay any towing, impoundment, storage, or other fees relating to the impoundment or immobilization of such vehicle or fails to take possession of such vehicle within 30 days following the date of the expiration of the impoundment period, such vehicle shall be deemed abandoned and the vehicle may be disposed of by the person having possession of such vehicle. If the person having possession of such vehicle is a public agency, disposition of such vehicle shall be in compliance with the procedures for notice and public auction provided by paragraph (2) of subsection (a) of K.S.A. 8-1102, and amendments thereto. If the person having possession of such vehicle is not a public agency, disposition of such vehicle shall be in compliance with K.S.A. 8-1103 through 8-1108, and amendments thereto. (K.S.A. 8-1021)

**Sec. 30.5. Commercial Driver's Licenses; Diversion Agreements Not Allowed.**

- (a) A driver or a holder of a commercial driver's license may not enter into a diversion agreement in lieu of further criminal proceedings that would prevent such person's conviction for any violation, in any type of motor vehicle, of a state or local traffic control law, except a parking violation, from appearing on the person's record, whether the person was convicted for an offense committed in the state where the person is licensed or another state.

- (b) For purposes of subsection (a), a person shall be considered a holder of a commercial driver's license if the person was a holder of a commercial driver's license at the time the person was arrested or was issued a citation and shall remain a holder of a commercial driver's license even if the person surrenders the commercial driver's license after the arrest or citation.
- (c)
  - (1) A prosecuting attorney as defined in K.S.A. 22-2202, and amendments thereto, shall not mask or defer imposition of judgment or allow an individual to enter into a diversion program that would prevent a commercial learner's permit or commercial driver's license holder's conviction from appearing on the CDLIS driver record of any violation of a local traffic control law that occurred in any type of motor vehicle. The provisions of this subsection shall apply regardless of whether the driver was convicted for an offense committed in the state where the driver is licensed or in any other state.
  - (2) The provisions of this subsection shall not apply to parking, vehicle weight or vehicle defect violations. (K.S.A. 8-2,150)

**Sec. 31. Fleeing or Attempting to Elude a Police Officer.**

- (a)
  - (1) Any driver of a motor vehicle who knowingly fails or refuses to bring such driver's vehicle to a stop for a pursuing police vehicle or police bicycle, when given visual or audible signal to bring the vehicle to a stop shall be guilty as provided by subsection (c).
  - (2) Any driver of a motor vehicle who knowingly otherwise flees or attempts to elude a pursuing police vehicle or police bicycle, when given visual or audible signal to bring the vehicle to a stop, shall be guilty as provided by subsection (c).
  - (3) It shall be an affirmative defense to any prosecution under subsection (a)(1) that the driver's conduct in violation of such paragraph was caused by such driver's reasonable belief that the vehicle or bicycle pursuing such driver's vehicle is not a police vehicle or police bicycle.
- (b) The signal given by the police officer may be by hand, voice, emergency light, or siren:
  - (1) If the officer giving such signal is within or upon an official police vehicle or police bicycle at the time the signal is given, the vehicle or bicycle shall be appropriately marked showing it to be an official police vehicle or police bicycle; or

- (2) If the office giving such signal is not utilizing an official police vehicle or police bicycle at the time the signal is given, the officer shall be in uniform, prominently displaying such officer's badge of office at the time the signal is given.
- (c) When the person being sentenced for violating subsection (a), the person, shall be imprisoned for not more than six months or fined not to exceed \$1,000, or both when the person being sentenced has no prior convictions for a violation of subsection (a) or K.S.A. 8-1568(b). Every person convicted of violating this section shall be punished by imprisonment not to exceed one year or fined not to exceed \$2,500 or both when the person has one prior conviction for a violation of subsection (a) or K.S.A. 8-1568(b).
- (d) (1) For the purpose of this section **conviction** means a final conviction without regard whether sentence was suspended or probation granted after such conviction. Forfeiture of bail, bond or collateral deposited to secure a defendant's appearance in court, which forfeiture has not been vacated, shall be equivalent to a conviction. For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section it is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (2) **Appropriately marked** official police vehicle or police bicycle shall include, but not be limited to, any police vehicle or bicycle equipped with functional emergency lights or siren or both and which the emergency lights or siren or both have been activated for the purpose of signaling a driver to stop a motor vehicle. (K.S.A. 8-1568)

## **Article 7. Speed Regulations**

**Sec. 32. Speed Limitations; Basic Rule.** No person shall drive a vehicle at a speed greater than is reasonable and prudent under the conditions and having regard to the actual hazards then existing. Consistent with the foregoing, every person shall drive at a safe and appropriate speed when approaching and crossing an intersection or railroad grade crossing, when approaching and going around a curve, when approaching a hill

crest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or highway conditions. (K.S.A. 8-1557)

### **Sec. 33. Maximum Speed Limits.**

- (a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:
  - (1) In any urban district, 30 miles per hour;
  - (2) On any separated multilane highway, as designated and posted by the secretary of transportation, 75 miles per hour;
  - (3) On any county or township highway, 55 miles per hour; and
  - (4) On all other highways, 65 miles per hour.
- (b) No person shall drive a school bus to or from school, or interschool or intraschool functions or activities, at a speed in excess of the maximum speed limits provided in subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district's school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools, when such buses are transporting students to or from school, or functions or activities.
- (c) The maximum speed limits in this section may be altered as authorized in K.S.A. 8-1559 and K.S.A. 8-1560, and amendments thereto. (K.S.A. 8-1558)

### **Sec. 33.1. Special Speed Limitations Applicable to Certain Vehicles and Portions of Highways; Powers of Secretary and Local Authorities; Violations, Evidence of Safe Speed.**

- (a) No person shall drive a vehicle which is towing a house trailer at a speed greater than a maximum of fifty-five (55) miles per hour.

- (b) No person shall drive any vehicle equipped with solid rubber tires at a speed greater than a maximum of ten (10) miles per hour.
  - (c) No person shall drive a vehicle over any bridge or other elevated structure constituting a part of a highway at a speed which is greater than the maximum speed which can be maintained with safety to such bridge or structure, when such structure is signposted as provided in this section.
  - (d) The secretary of transportation and local authorities on highways under their respective jurisdictions may conduct an investigation of any bridge or other elevated structure constituting a part of a highway, and if it shall thereupon find that such structure cannot with safety to itself withstand vehicles traveling at the speed otherwise permissible under this article, the secretary or local authority shall determine and declare the maximum speed of vehicles which such structure can safely withstand, and shall cause or permit suitable signs stating such maximum speed to be erected and maintained not less than one hundred (100) feet before each end of such structure.
  - (e) Upon the trial of any person charged with a violation of this section, proof of said determination of the maximum speed by said secretary and the existence of said signs shall constitute conclusive evidence of the maximum speed which can be maintained with safety to such bridge or structure.
- (K.S.A. 8-1563)

### **Sec. 34. Minimum Speed Regulation.**

- (a) No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with law.
- (b) Whenever the governing body determines on the basis of an engineering and traffic investigation that slow speeds on any highway or part of a highway consistently impede the normal and reasonable movement of traffic, the governing body may determine and declare a minimum speed limit below which no person shall drive a vehicle except when necessary for safe operation or in compliance with law, and that limit shall be effective when posted upon appropriate fixed or variable signs.  
(K.S.A. 8-1561)

**Sec. 35. Special Speed Limitation on Motor-Driven Cycle.**

No person shall operate any motor-driven cycle at any time mentioned in Section 144 at a speed greater than 35 miles per hour unless such motor-driven cycle is equipped with a head lamp or lamps which are adequate to reveal a person or vehicle at a distance of 300 feet ahead. (K.S.A. 8-1562)

**Ref.:** Sec. 182.

**Sec. 36. Charging Speed Violations.** In every charge of violation of any speed regulation in this article, except charges of violations of Section 32, the complaint, also the summons or notice to appear, shall specify the speed at which the defendant is alleged to have driven, also the speed limit applicable within the district or at the location. (K.S.A. 8-1564)

**Sec. 37. Racing on Highways.** No person shall drive any vehicle in any race, speed competition or contest, drag race or acceleration contest, test of physical endurance, exhibition of speed or acceleration, or for the purpose of making a speed record, and no person shall in any manner participate in any such race, competition, contest, test or exhibition. (K.S.A. 8-1565)

**Ref.:** Power to change speed limits generally and regulate speed in parks and school zones. (K.S.A. 8-1560, and K.S.A. 8-2002)

**Article 8. Driving on Right Side of Roadway;  
Overtaking and Passing; Use of Roadway**

**Sec. 38. Driving on Right Side of Roadway; Exceptions.**

- (a) Upon all roadways of sufficient width a vehicle shall be driven upon the right half of the roadway, except as follows:
  - (1) When overtaking and passing another vehicle proceeding in the same direction under the rules governing such movements;
  - (2) When an obstruction exists making it necessary to drive to the left of center of the highway, except that any person so doing shall yield the right-of-way to all vehicles traveling in the proper direction upon the unobstructed portion of the highway within such distance as to constitute an immediate hazard;

- (3) Upon a roadway divided into three marked lanes for traffic under the rules applicable thereon; or
  - (4) Upon a roadway restricted to one-way traffic.
- (b) Upon all roadways any vehicle proceeding at less than the normal speed of traffic at the time and place and under the conditions then existing shall be driven in the right-hand lane then available for traffic, or as close as practicable to the right-hand curb or edge of the roadway, except when overtaking and passing another vehicle proceeding in the same direction, or when preparing for a left turn at an intersection or into a private road or driveway.
- (c) Upon any roadway having four or more lanes for moving traffic and providing for two-way movement of traffic, no vehicle shall be driven to the left of the center line of the roadway, except when authorized by official traffic-control devices, designating certain lanes to the left of the center of the roadway for use by traffic not otherwise permitted to use such lanes, or except as permitted under subsection (a)(2) hereof. However, this subsection shall not be construed as prohibiting the crossing of the center line in making a left turn into or from an alley, private road or driveway. (K.S.A. 8-1514)

**Ref.:** Sec. 46.

**Sec. 38.1. Driving in Defiles or Canyons.** The driver of a motor vehicle traveling through defiles or canyons or on highways with steep grades shall hold such motor vehicle under control and as near the right-hand edge of the roadway as reasonably possible and, except when driving entirely to the right of the center of the roadway, shall give audible warning with the horn of such motor vehicle upon approaching any curve where the view is obstructed within a distance of two hundred (200) feet along the highway. (K.S.A. 8-1579)

**Sec. 39. Passing Vehicles Proceeding in Opposite Directions.** Drivers of vehicles proceeding in opposite directions shall pass each other to the right, and upon roadways having width for not more than one line of traffic in each direction, each driver shall give to the other at least one-half of the main traveled portion of the roadway as nearly as possible. (K.S.A. 8-1515)

**Sec. 40. Overtaking a Vehicle or Bicycle on the Left.** The following rules shall govern the overtaking and passing of vehicles and bicycles proceeding in the same direction, subject to those limitations, exceptions and special rules hereinafter stated:

- (a) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
- (b) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible signal and shall not increase the speed of his or her vehicle until completely passed by the overtaking vehicle.
- (c)
  - (1) The driver of a vehicle overtaking a bicycle proceeding in the same direction shall pass to the left thereof at a distance of not less than three feet and shall not again drive to the right side of the roadway until safely clear of the overtaken bicycle.
  - (2) The driver of a vehicle may pass a bicycle proceeding in the same direction in a no-passing zone with the duty to execute the pass only when it is safe to do so. (K.S.A. 8-1516)

**Ref.:** For limitation see Sec. 42.

**Sec. 40.1 Passing a Stationary Waste Collection Vehicle.**

- (a) The driver of a motor vehicle, upon approaching a stationary waste collection vehicle obviously and actually engaged in waste collection and displaying vehicular hazard warning signal lamps as required by Section 174(f), shall do either of the following:
  - (1) If the driver of the motor vehicle is traveling on a highway that consist of at least two lanes that carry traffic in the same direction of travel as that of the driver's motor vehicle, the driver shall proceed with due caution and, if possible and with due regard to the road, weather and traffic conditions, shall change lanes into a lane that is not adjacent to that of the stationary waste collection vehicle; or

- (2) If the driver is not traveling on a highway of a type described in paragraph (1), or if the driver is traveling on a highway of that type but it is not possible to change lanes or if to do so would be unsafe, the driver shall proceed with due caution, reduce the speed of the motor vehicle and maintain a safe speed for the road, weather and traffic conditions.
- (b) This section shall not operate to relieve the driver of a waste collection vehicle from the duty to drive with due regard for the safety of all persons using the highway.
  - (c) Prior to July 1, 2019, a law enforcement officer shall issue a warning citation to anyone violating the provisions of subsection (a). Violations after July 1, 2019 shall be subject to penalties as established pursuant to Section 201. (K.S.A. 8-15,112)

#### **Sec. 40.2 Passing a Stationary Authorized Utility or Telecommunications Vehicle**

- (a) The driver of a vehicle shall not overtake and pass another vehicle when approaching within 100 feet of a stationary authorized utility or telecommunications vehicle.
- (b) The driver of a vehicle shall yield the right-of-way to any authorized utility or telecommunications vehicle or pedestrian actually engaged in work on the highway whenever such vehicle displays flashing lights meeting the requirements of K.S.A. 8-1731, and amendments thereto.
- (c) The driver of a motor vehicle, upon approaching a stationary authorized utility or telecommunications vehicle that is obviously and actually engaged in work upon a highway, when such authorized utility or telecommunications vehicle is displaying flashing lights meeting the requirements of K.S.A. 8-1731, and amendments thereto, shall do either of the following:
  - (1) If the driver of the motor vehicle is traveling on a highway that consists of at least two lanes that carry traffic in the same direction of travel as that of the driver's motor vehicle, the driver shall proceed with due caution and, if possible and with

due regard to the road and weather and traffic conditions, shall change lanes into a lane that is not adjacent to that of the stationary authorized public utility or telecommunications vehicle; or

- (2) if the driver is not traveling on a highway of a type described in paragraph (1), or if the driver is traveling on a highway of that type described in paragraph (1) but it is not possible to change lanes or if to do so would be unsafe, the driver shall proceed with due caution, reduce the speed of the motor vehicle and maintain a safe speed for the road and weather and traffic conditions.

- (d) This section shall not operate to relieve the driver of an authorized utility or telecommunications vehicle from the duty to drive with due regard for the safety of all persons using the highway. (K.S.A. 8-15,114).

#### **Sec. 41. When Passing on the Right is Permitted.**

- (a) The driver of a vehicle may overtake and pass upon the right of another vehicle only under the following conditions:
  - (1) When the vehicle overtaken is making or about to make a left turn; or
  - (2) Upon a roadway with unobstructed pavement of sufficient width for two or more lines of vehicles moving lawfully in the direction being traveled by the overtaking vehicle.
  - (3) A transit bus authorized under and being operated in accordance with the provisions of K.S.A. 75-5091, and amendments thereto.
- (b) The driver of a vehicle may overtake and pass another vehicle upon the right only under conditions permitting such movement in safety. Such movement shall not be made by driving off the roadway, except as authorized under K.S.A. 75-5091, and amendments thereto. (K.S.A. 8-1517)

**Sec. 42. Limitations on Overtaking on the Left.** Except as otherwise provided in this article no vehicle shall be driven to the left of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless such left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit such overtaking and passing to be completely made without interfering with the operation of any vehicle approaching from the opposite direction or any vehicle overtaken. In every event the overtaking vehicle must return to an authorized lane of travel as soon as practicable and, in the event the passing movement involves the use of a lane authorized for vehicles approaching from the opposite direction, before coming within 200 feet of any approaching vehicle. (K.S.A. 8-1518)

**Ref.:** Sec. 40.

**Sec. 43. Further Limitations on Driving on Left of Center of Roadway.**

- (a) No vehicle shall be driven to the left side of the roadway under the following conditions:
  - (1) When approaching or upon the crest of a grade or a curve in the highway where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction;
  - (2) When approaching within 100 feet of or traversing any intersection or railroad grade crossing, except that this section shall not apply to any intersection on a state or county maintained highway located outside city limits unless such intersection is marked by an official department of transportation or county road department traffic control device or pavement marking or both indicating that passing is prohibited and such marking is placed at least 100 feet before the intersection; or
  - (3) When the view is obstructed upon approaching within 100 feet of any bridge, viaduct or tunnel.
- (b) The foregoing limitations shall not apply upon a one-way roadway nor under the conditions described in subsection (a)(2) of Section 38, nor to the driver of a vehicle turning left into or from an alley, private road or driveway. (K.S.A. 8-1519)

#### **Sec. 44. No-Passing Zones.**

- (a) Whenever signs or markings are in place to define a no-passing zone and clearly visible to an ordinarily observant person no driver shall at any time drive on the left side of the roadway within such no-passing zone or on the left side of any pavement striping designed to mark such no-passing zone throughout its length.
- (b) This section shall not apply under the conditions described in subsection (a)(2) of Section 38, nor to the driver of a vehicle turning left into or from an alley, private road or driveway. (K.S.A. 8-1520)

#### **Sec. 45. One-Way Roadways and Rotary Traffic Islands.**

- (a) When official traffic control devices indicate that vehicular traffic shall proceed in one direction upon any highway, roadway, part of a roadway or specific lanes a vehicle shall be driven only in the direction designated at all or such times as shall be indicated by such device.
- (b) A vehicle passing around a rotary traffic island shall be driven only to the right of such island. (K.S.A. 8-1521)

**Sec. 46. Driving on Roadways Laned for Traffic.** Whenever any roadway has been divided into two or more clearly marked lanes for traffic, the following rules in addition to all others consistent herewith shall apply:

- (a) A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety.
- (b) Upon a roadway which is divided into three lanes and provides for two-way movement of traffic, a vehicle shall not be driven in the center lane except when overtaking and passing another vehicle traveling in the same direction when such center lane is clear of traffic within a safe distance, or in preparation for making a left turn or where such center lane is at the time allocated exclusively to traffic moving in the same direction that the vehicle is proceeding and such allocation is designated by official traffic-control devices.

- (c) Official traffic-control devices may be erected directing specified traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway and drivers of vehicles shall obey the directions of every such device.
- (d) Official traffic-control devices may be installed prohibiting the changing of lanes on sections of roadway and drivers of vehicles shall obey the direction of every such device. (K.S.A. 8-1522)

**Ref.:** Sec. 38.

### **Sec. 47. Following Too Closely.**

- (a) The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicle and the traffic upon and the condition of the highway.
- (b) The driver of any truck or motor vehicle drawing another vehicle when traveling upon a roadway outside of a business or residence district and which is following another truck or motor vehicle drawing another vehicle shall leave sufficient space, whenever conditions permit, so that an overtaking vehicle may enter and occupy such space without danger, except that this shall not prevent a truck or motor vehicle drawing another vehicle from overtaking and passing any vehicle or combination of vehicles.
- (c) Motor vehicles being driven upon any roadway outside of a business or residence district in a caravan or motorcade, whether or not towing other vehicles, shall be so operated as to allow sufficient space between each such vehicle or combination of vehicles so as to enable any other vehicle to enter and occupy such space without danger. This provision shall not apply to funeral processions. (K.S.A. 8-1523)

### **Sec. 48. Driving on Divided Highways; Left and U Turns; Controlled-Access Highways.** No person shall:

- (a) Drive a vehicle over, upon or across any intervening space, physical barrier or a clearly indicated dividing section so constructed as to impede vehicular traffic between roadways on divided highways;

- (b) Make a left turn or a semicircular or “U” turn on the interstate system;
- (c) Make a left turn or a semicircular or “U” turn over, across or within any intervening space, physical barrier or a clearly indicated dividing section so constructed as to impede vehicular traffic between roadways on a divided highway, except this subsection (c) does not prohibit making a left turn or a semicircular or “U” turn through an opening provided and surfaced for the purpose of public use for such turning movements;
- (d) Make a left turn or a semicircular or “U” turn on a divided highway wherever such turn is specifically prohibited by a sign or signs placed by the authority having jurisdiction over that highway;
- (e) Drive any vehicle on a divided highway except on the proper roadway provided for that purpose and in the proper direction and to the right of the intervening space, physical barrier or a clearly indicated dividing section so constructed as to impede vehicular traffic between roadways unless directed or permitted to use another roadway by official traffic-control devices or police officers;
- (f) Drive any vehicle onto or from any controlled-access highway except at such entrances and exists as are established by the authority having jurisdiction over such highway;
- (g) Use controlled-access highway right of way for parking vehicles or mobile equipment, or stacking of materials or equipment, for the purpose of servicing adjacent property; or
- (h) Stop, stand or park vehicles on the right of way of controlled-access highway except for:
  - (1) Stopping of disabled vehicles;
  - (2) Stopping to give aid in an emergency;
  - (3) Stopping in compliance with directions of a police officer or other emergency or safety official;
  - (4) Stopping due to illness or incapacity of driver; or
  - (5) Parking in designated parking or rest areas.

(K.S.A. 8-1524)

**Ref.:** Secs. 50, 51.

**Article 9. Turning and Starting and Signals**  
**On Stopping and Turning**

**Sec. 49. Turning.**

- (a) The driver of a vehicle intending to turn shall do so as follows:
  - (1) **Right Turns.** Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway.
  - (2) **Left Turns.** The driver of a vehicle intending to turn left shall approach the turn in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of such vehicle. Whenever practicable a left turn at an intersection shall be made to the left of the center of the intersection, and any left turn shall be made so as to leave the intersection or other location in the extreme left-hand lane lawfully available to traffic moving in the same direction as such vehicle on the roadway being entered.
  
- (b) **Two-way left turn lanes.** Where a special lane for making left turns by drivers proceeding in opposite directions has been indicated by official traffic control devices:
  - (1) A left turn shall not be made from any other lane;
  - (2) A vehicle shall not be driven in the lane except when preparing for or making a left turn from or into the roadway or when preparing for or making a U-turn when otherwise permitted by law.
  
- (c) When official traffic-control devices are placed within or adjacent to intersections requiring and directing that a different course from that specified in this section be traveled by vehicles turning at an intersection, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such devices. (K.S.A. 8-1545)

**Sec. 50. Right, Left and U Turns at Intersections: Obedience To.**

- (a) The chief of police is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right, left or U turn, and shall place or cause to be placed proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or the signs may be removed when such turns are permitted.
- (b) Whenever authorized signs are erected or temporarily displayed on a movable standard indicating that no right or left or U turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

(K.S.A. 8-2002)

**Ref.:** Secs. 48, 51.

**Sec. 51. U Turns; Where Prohibited.** The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street in a business district, when posted, nor upon any other street unless such movement can be made in safety without interfering with other traffic. (K.S.A. 8-1546)

**Ref.:** Secs. 48, 50.

**Sec. 52. Turning on Curve or Crest of Grade Prohibited.** No vehicle shall be turned so as to proceed in the opposite direction upon any curve, or upon the approach to, or near the crest of a grade, where such vehicle cannot be seen by the driver of any other vehicle approaching from either direction within 500 feet. (K.S.A. 8-1546)

**Sec. 53. Starting Parked Vehicle.** No person shall start a vehicle which is stopped, standing or parked unless and until such movement can be made with reasonable safety. (K.S.A. 8-1547)

**Sec. 54. Turning Movements and Required Signals.**

- (a) No person shall turn a vehicle or move right or left upon a roadway unless and until such movement can be made with reasonable safety, nor without giving an appropriate signal in the manner hereinafter provided.

- (b) A signal of intention to turn or move right or left when required shall be given continuously during not less than the last 100 feet traveled by vehicle before turning.
- (c) No person shall stop or suddenly decrease the speed of a vehicle without first giving an appropriate signal, in the manner provided herein, to the driver of any vehicle immediately to the rear when there is opportunity to give such signal.
- (d) The signals required on vehicles by subsection (b) of Section 149 shall not be flashed on one side only on a disabled vehicle, flashed as a courtesy or “do pass” signal to operators of other vehicles approaching from the rear, nor be flashed on one side only of a parked vehicle except as may be necessary for compliance with this section. (K.S.A. 8-1548)

**Sec. 55. Signals by Hand and Arm or Signal Lamps.** The driver of any motor vehicle or combination of vehicles which is required to be equipped with electric turn signal lamps by Section 149 shall give any required notice of intention to turn by means of electric turn signals meeting the requirements of subsection (b) of Section 161. The driver of any other motor vehicle or combination of vehicles shall give such notice by means of hand and arm signals, as provided in Section 56, or by such electric turn signals. (K.S.A. 8-1549)

**Sec. 56. Methods of Giving Signals.** All signals herein required to be given by hand and arm shall be given from the left side of the vehicle in the following manner and such signals shall indicate as follows:

- (a) Left turn — hand and arm extended horizontally.
  - (b) Right turn — hand and arm extended upward.
  - (c) Stop or decrease of speed — hand and arm extended downward.
- (K.S.A. 8-1550)

## **Article 10. Right-of-Way**

### **Sec. 57. Vehicles Approaching or Entering Intersection.**

- (a) When two vehicles approach or enter an intersection from different highways at approximately the same time, the driver of the vehicle on the left shall yield the right-of-way to the vehicle on the right.
- (b) The right-of-way rule declared in subsection (a) is modified at through highways and otherwise as hereinafter stated in this ordinance. (K.S.A. 8-1526)

**Sec. 58. Vehicle Turning Left.** The driver of a vehicle intending to turn to the left within an intersection or into any alley, private road or driveway shall yield the right-of-way to any vehicle approaching from the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard. (K.S.A. 8-1527)

### **Sec. 59. Stop Signs and Yield Signs.**

- (a) Preferential right-of-way may be indicated by stop signs or yield signs.
- (b) Except when directed to proceed by a police officer, every driver of a vehicle approaching a stop sign shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After having stopped, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways. Such driver shall yield the right-of-way to pedestrians within an adjacent crosswalk.
- (c) The driver of a vehicle approaching a yield sign shall in obedience to such sign slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest

the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways. Such driver shall yield the right-of-way to pedestrians within an adjacent crosswalk. If a driver is involved in a collision with a vehicle in the intersection or junction of roadways or with a pedestrian in an adjacent crosswalk, after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of the driver's failure to yield the right-of-way. (K.S.A. 8-1528)

**Sec. 60. Vehicle Entering Roadway.** The driver of a vehicle about to enter or cross a roadway from any place other than another roadway shall yield the right-of-way to all vehicles approaching on the roadway to be entered or crossed. (K.S.A. 8-1529)

**Ref.:** Sec. 80.

**Sec. 61. Operation of Vehicles on Approach of Authorized Emergency Vehicles.**

- (a) Upon the immediate approach of an authorized emergency vehicle making use of an audible signal meeting the requirements of Section 174(d) and visual signals meeting the requirements of Section 160 of this ordinance or of a police vehicle properly and lawfully making use of an audible signal only, the driver of every other vehicle shall do the following unless otherwise directed by a police officer:
  - (1) Yield the right-of-way;
  - (2) Immediately drive to a position parallel to and as close as possible to the right-hand edge or curb of the roadway clear of any intersection; and
  - (3) Stop and remain in such position until the authorized emergency vehicle has passed.

- (b) The driver of a motor vehicle upon approaching a stationary authorized emergency vehicle, when the authorized emergency vehicle is making use of visual signals meeting the requirements of Section 160, or subsection (d) of Section 162, shall do either of the following:
  - (1) If the driver of the motor vehicle is traveling on a highway that consists of at least two lanes that carry traffic in the same direction of travel as that of the driver's motor vehicle, the driver shall proceed with due caution and, if possible and with due regard to the road, weather and traffic conditions, shall change lanes into a lane that is not adjacent to that of the stationary authorized emergency vehicle; or
  - (2) If the driver is not traveling on a highway of a type described in paragraph (1), or if the driver is traveling on a highway of that type but it is not possible to change lanes or if to do so would be unsafe, the driver shall proceed with due caution, reduce the speed of the motor vehicle and maintain a safe speed for the road, weather and traffic conditions.
- (c) This section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway. (K.S.A. 8-1530)

**Ref.:** Sec. 10.

**Sec. 61.1. Passing When Near Stationary Authorized Emergency Vehicle.** The driver of a vehicle shall not overtake and pass another vehicle when approaching within 100 feet of:

- (a) A stationary authorized emergency vehicle on a highway that consists of two lanes carrying traffic in opposite directions, when the authorized emergency vehicle is making use of visual signals meeting the requirements of Section 160, or subsection (d) of Section 162; or
- (b) A stationary authorized vehicle which is obviously and actually engaged in work on a highway that consists of two lanes carrying traffic in opposite directions, when such vehicle displays flashing lights meeting the requirements of Section 172. (K.S.A. 8-1520a)

## **Sec. 62. Highway Construction and Maintenance.**

- (a) The driver of a vehicle shall yield the right-of-way to any authorized vehicle or pedestrian actually engaged in work upon a highway within any road construction zone, indicated by official traffic-control devices.
- (b) The driver of a vehicle shall yield the right-of-way to any authorized vehicle which is obviously and actually engaged in work upon a highway whenever such vehicle displays flashing lights meeting the requirements of Section 172.
- (c) The driver of a motor vehicle upon approaching a stationary authorized vehicle which is obviously and actually engaged in work upon a highway, when such authorized vehicle is displaying flashing lights meeting the requirements of Section 172, shall do either of the following:
  - (1) If the driver of the motor vehicle is traveling on a highway that consists of at least two lanes that carry traffic in the same direction of travel as that of the driver's motor vehicle, the driver shall proceed with due caution and, if possible and with due regard to the road, weather, and traffic conditions, shall change lanes into a lane that is not adjacent to that of the stationary authorized vehicle; or
  - (2) If the driver is not traveling on a highway of a type described in paragraph (1), or if the driver is traveling on a highway of that type but it is not possible to change lanes or if to do so would be unsafe, the driver shall proceed with due caution, reduce the speed of the motor vehicle and maintain a safe speed for the road, weather, and traffic conditions.
- (d) This section shall not operate to relieve the driver of an authorized vehicle from the duty to drive with due regard for the safety of all persons using the highway. (K.S.A. 8-1531)

## Article 11. Pedestrians

### **Sec. 63. Pedestrians; Obedience to Traffic-Control Devices and Traffic Regulations.**

- (a) A pedestrian shall obey the instructions of any official traffic-control device specifically applicable to such person, unless otherwise directed by a police officer.
- (b) Pedestrians shall be subject to traffic and pedestrian-control signals as provided in Sections 13 and 14.
- (c) At all other places pedestrians shall be accorded the privileges and shall be subject to the restrictions stated in this ordinance. (K.S.A. 8-1532)

### **Sec. 64. Pedestrians' Right-of-Way in Crosswalks; Control Signals.**

- (a) When traffic-control signals are not in place or not in operation the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian entering or crossing the roadway within a crosswalk.
- (b) No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.
- (c) Subsection (a) of this section shall not apply under the conditions stated in subsection (b) of Section 65.
- (d) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle. (K.S.A. 8-1533)

**Sec. 64.1. School Crossing Guard; Disobeying.** No person shall willfully fail or refuse to comply with any lawful order or direction of any uniformed school crossing guard invested by law with authority to direct, control, or regulate traffic. (K.S.A. 8-15,103)

## **Sec. 65. Crossing at Other Than Crosswalks; Jaywalking.**

- (a) Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.
- (b) Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all vehicles upon the roadway.
- (c) Between adjacent intersections at which traffic-control signals are in operation pedestrians shall not cross at any place except in a marked crosswalk.
- (d) No pedestrian shall cross a roadway intersection diagonally unless authorized by official traffic-control devices; and, when authorized to cross diagonally, pedestrians shall cross only in accordance with the official traffic-control devices pertaining to such crossing movements. (K.S.A. 8-1534)

**Sec. 66. Drivers to Exercise Due Care.** Notwithstanding other provisions of this article, every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian, and shall give warning by sounding the horn when necessary, and shall exercise proper precaution upon observing any child or any obviously confused or incapacitated person. (K.S.A. 8-1535)

**Sec. 67. Pedestrians to Use Right Half of Crosswalks.** Pedestrians shall move, whenever practicable upon the right half of crosswalks. (K.S.A. 8-1536)

## **Sec. 68. Pedestrians on Highways.**

- (a) Where a sidewalk is provided and its use is practicable it shall be unlawful for any pedestrian to walk along and upon an adjacent roadway.
- (b) Where a sidewalk is not available, any pedestrian walking along and upon a highway shall walk only on a shoulder, as far as practicable from the edge of the roadway.

- (c) Where neither a sidewalk nor a shoulder is available, any pedestrian walking along and upon a highway shall walk as near as practicable to an outside edge of the roadway, and, if on a two-way roadway, shall walk only on the left side of the roadway.
- (d) Except as otherwise provided in this article, any pedestrian upon a roadway shall yield the right-of-way to all vehicles upon the roadway. (K.S.A. 8-1537)

**Sec. 69. Pedestrians Soliciting Rides or Business.**

- (a) No person shall stand upon or along a street or highway for the purpose of soliciting a ride.
- (b) No person shall stand on a highway for the purpose of soliciting employment, business or contributions from the occupant of any vehicle.
- (c) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.
- (d) The soliciting of contributions under subsection (b) shall not be prohibited if such person or organization has first obtained a permit authorizing such soliciting from the city. (K.S.A. 8-1538)

**Sec. 70. Driving Through Safety Zone Prohibited.** No vehicle shall at any time be driven through or within a safety zone. (K.S.A. 8-1539)

**Sec. 71. Pedestrians Right-of-Way on Sidewalks.** The driver of a vehicle shall yield the right-of-way to any pedestrian on a sidewalk. (K.S.A. 8-1540)

**Sec. 72. Pedestrians Yield to Authorized Emergency Vehicles.**

- (a) Upon the immediate approach of an authorized emergency vehicle making use of an audible signal meeting the requirements of subsection (d) of Section 174 and visual signals meeting the requirements of Section 160 of this ordinance, or of a police vehicle properly and lawfully making use of an audible signal only, every pedestrian shall yield the right-of-way to the authorized emergency vehicle.

- (b) This section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway nor from the duty to exercise due care to avoid colliding with any pedestrian. (K.S.A. 8-1541)

**Sec. 73. Blind Pedestrian Right-of-Way.** The driver of a vehicle shall yield the right-of-way to any blind pedestrian carrying a clearly visible white cane or accompanied by a guide dog. (K.S.A. 8-1542)

**Sec. 74. Pedestrian Under Influence of Alcohol or Drugs.** A pedestrian who is under the influence of alcohol or any drug to a degree which renders such pedestrian a hazard shall not walk or be upon a highway except on a sidewalk. (K.S.A. 8-1543)

**Sec. 75. Bridge or Railroad Signals.**

- (a) No pedestrian shall enter or remain upon any bridge or approach thereto beyond the bridge signal, gate or barrier after a bridge operation signal indication has been given.
- (b) No pedestrian shall pass through, around, over or under any crossing gate or barrier at a railroad grade crossing or bridge while such gate or barrier is closed or is being opened or closed. (K.S.A. 8-1544)

### **Article 12. Special Stops Required**

**Sec. 76. Obedience to Signal Indicating Approach of Train.**

- (a) Whenever any person driving a vehicle approaches a railroad grade crossing under any of the circumstances stated in this section, the driver of such vehicle shall stop within 50 feet but not less than 15 feet from the nearest rail of such railroad, and shall not proceed until such driver can do so safely. The foregoing requirements shall apply when:
  - (1) A clearly visible electric or mechanical signal device gives warning of the immediate approach of a railroad train or other on-track equipment;

- (2) A crossing gate is lowered or when a human flagman gives or continues to give a signal of the approach or passage of a railroad train or other on-track equipment;
- (3) A railroad train or other on-track equipment approaching within approximately 1,500 feet of the highway crossing emits a signal audible from such distance and such railroad train or other on-track equipment, by reason of its speed or nearness to such crossing, is an immediate hazard; or
- (4) An approaching railroad train or other on-track equipment is plainly visible and is in hazardous proximity to such crossing.

(b) No person shall drive any vehicle through, around or under any crossing gate or barrier at a railroad crossing while such gate or barrier is closed or is being opened or closed. (K.S.A. 8-1551)

**Sec. 77. All Vehicles Must Stop at Certain Railroad Grade Crossings.** When the Secretary of Transportation, or governing body of this city with the approval of the commission, has designated a particularly dangerous highway-grade crossing of a railroad and erected a stop sign thereat, the driver of any vehicle shall stop within 50 feet but not less than 15 feet from the nearest rail of such railroad and shall proceed only upon exercising due care. (K.S.A. 8-1552)

**Sec. 78. Certain Vehicles Must Stop at All Railroad Grade Crossings.**

- (a) Except as provided in subsection (b), the driver of any vehicle described in rules and regulations issued by the Secretary of Transportation in conjunction with the State Corporation Commission, before crossing at grade any track or tracks of a railroad, shall stop such vehicle within 50 feet but not less than 15 feet from the nearest rail of such railroad and while so stopped shall listen and look in both directions along such track for any approaching train, and for signals indicating the approach of a train, and shall not proceed until such driver can do so safely. After stopping as required and upon proceeding when it is safe to do so, the driver of any vehicle shall cross only in such gear of the vehicle that there will be no necessity for manually changing gears while traversing such crossings and the driver shall not manually shift gears while crossing the track or tracks.

- (b) This section shall not apply at:
- (1) Any railroad grade crossing at which traffic is controlled by a police officer or human flagman;
  - (2) Any railroad grade crossing at which traffic is controlled by a functioning highway traffic signal transmitting a green indication which, under local law, permits a vehicle to proceed across the railroad tracks without slowing or stopping;
  - (3) Any abandoned railroad grade crossing which is marked with a sign indicating that the rail line is abandoned;
  - (4) Any industrial or spur line railroad grade crossing marked with a sign reading "Exempt." Such exempt signs shall be erected only by or with the consent of the appropriate state or local authority;
  - (5) A railroad grade crossing used exclusively for industrial switching purposes, within a business district. (K.S.A. 8-1553)

### **Sec. 79. Moving Heavy Equipment at Railroad Grade Crossing.**

- (a) No person shall operate or move any crawler type tractor, steam shovel, derrick, roller or any equipment or structure having a normal operating speed of 10 or less miles per hour, or a vertical body or load clearance of less than one-half ( $\frac{1}{2}$ ) inch per foot of the distance between any two adjacent axles or in any event of less than nine inches, measured above the level surface of a roadway, upon or across any tracks at a railroad grade crossing without first complying with this section.
- (b) Notice of any such intended crossing shall be given to a station agent of such railroad and a reasonable time be given to such railroad to provide proper protection at such crossing.
- (c) Before making any such crossing, the person operating or moving any such vehicle or equipment shall first stop the same not less than 15 feet nor more than 50 feet from the nearest rail of such railroad, and while so stopped, shall listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train, and shall not proceed until the crossing can be made safely.

- (d) No such crossing shall be made when warning is given by automatic signal or crossing gates or flagman or otherwise of the immediate approach of a railroad train or car. If a flagman is provided by the railroad, movement over the crossing shall be under of the flagman. (K.S.A. 8-1554)

**Sec. 80. Emerging from Alley or Private Driveway or Building.** The driver of a vehicle emerging from an alley, building, private road or driveway within a business or residence district shall stop such vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extending across such alley, building entrance, road or driveway, or in the event there is no sidewalk area, shall stop at the point nearest the street to be entered where the driver has a view of approaching traffic thereon. (K.S.A. 8-1555)

**Ref.:** Sec. 60.

**Sec. 81. Overtaking and Passing School Bus.**

- (a) The driver of a vehicle meeting or overtaking from either direction any school bus stopped on the highway shall stop before reaching such school bus when there is in operation on the school bus the flashing red lights specified in subsection (a) of Section 170, and the driver shall not proceed until such school bus resumes motion or the flashing red lights and the stop signal arm are no longer actuated.
- (b) Every school bus shall be equipped with red visual signals meeting the requirements of subsection (a) of Section 170 of this ordinance, which may be actuated by the driver of the school bus whenever but only whenever such vehicle is stopped on the highway for the purpose of receiving or discharging school children. A school bus driver shall not actuate the special visual signals:
  - (1) At intersections or other places where traffic is controlled by traffic-control signals or police officers or;
  - (2) In designated school bus loading areas where the bus is entirely off the roadway.

- (c) Every school bus shall bear upon the front and rear thereof plainly visible signs containing the words "School Bus" in letters not less than eight inches in height. When a school bus is being operated upon a highway for purposes other than the actual transportation of children either to or from school or to or from interschool or intraschool functions or activities, or for maintenance, repair or storage purposes, all markings thereon indicating "school bus" shall be covered or concealed.
- (d) The driver of a vehicle upon a highway with separate roadways need not stop upon meeting or passing a school bus which is on a different roadway or when upon a controlled-access highway and the school bus is stopped in a loading zone which is a part of or adjacent to such highway, and where pedestrians are not permitted to cross the roadway.
- (e) On a first conviction of a violation of subsection (a), the person shall be fined \$315. For a second conviction of a violation of subsection (a) within five years the person shall be fined \$750. For a third or subsequent violation of subsection (a) within five years the person shall be fined \$1,000.
- (f) The provisions of this section shall be subject to the provisions contained in K.S.A. 8-2009a, and amendments thereto. (K.S.A. 8-1556; K.S.A. 8-2118)

**Sec. 82. Overtaking and Passing Church Bus or Day Care Program Bus.**

- (a) The driver of a vehicle meeting or overtaking from either direction any church bus or day care program bus stopped on the highway shall stop before reaching such church bus or day care program bus when there is in operation on said church bus or day care program bus the flashing red lights specified in subsection (a) of Sec. 170, and said driver shall not proceed until such church bus or day care program bus resumes motion or said driver is signaled by the church bus or day care program bus driver to proceed or the flashing red lights and stop signal arm, if any, are no longer actuated.

- (b) If a church bus or day care program bus is equipped with visual signals permitted by subsection (c) of Sec. 171, such signals may be actuated by the driver of said church bus or day care program bus only when such vehicle is stopped on the highway for the purpose of receiving or discharging passengers. A church bus or day care program bus driver shall not actuate said special visual signals:
  - (1) At intersections or other places where traffic is controlled by traffic-control signals or police officers; or
  - (2) In designated loading areas where the bus is entirely off the roadway.
- (c) The driver of a vehicle upon a highway with separate roadways need not stop upon meeting or passing a church bus or day care program bus which is on a separate roadway or when upon a controlled-access highway and the church bus or day care program bus is stopped in a loading zone which is part of or adjacent to such highway and where pedestrians are not permitted to cross the roadway. (K.S.A. 8-1556a)

### **Article 13. Stopping, Standing and Parking**

#### **Sec. 83. Stopping, Standing or Parking Outside Business or Residence Districts.**

- (a) Outside a business or residence district, no person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the roadway when it is practicable to stop, park or so leave such vehicle off the roadway, but in every event an unobstructed width of the highway opposite a standing vehicle shall be left for the free passage of other vehicles and a clear view of such stopped vehicle shall be available from a distance of 200 feet in each direction upon such highway.
- (b) This section, Section 85 and Section 86 shall not apply to the driver of any vehicle which is disabled in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving the vehicle in such position. (K.S.A. 8-1569)

## **Sec. 84. Officers Authorized to Remove Vehicles.**

- (a) Whenever any police officer finds a vehicle in violation of any of the provisions of Section 83, such officer is hereby authorized to move such vehicle, or require the driver or other person in charge of the vehicle to move the same, to a position off the roadway.
- (b) Any police officer is hereby authorized to remove or cause to be removed to a place of safety any unattended vehicle illegally left standing upon any highway, bridge, causeway or in any tunnel in such position, or under such circumstances as to obstruct the normal movement of traffic.
- (c) Any police officer is hereby authorized to remove or cause to be removed to the nearest garage or other place of safety any vehicle found upon a highway when:
  - (1) Report has been made that such vehicle has been stolen or taken without the consent of its owner;
  - (2) The person or persons in charge of such vehicle are unable to provide for its custody or removal; or
  - (3) When the person driving or in control of such vehicle is arrested for an alleged offense for which the officer is required by law to take the person arrested before the municipal judge without unnecessary delay. (K.S.A. 8-1570)

**Sec. 85. Stopping, Standing or Parking Prohibited in Specified Places.** Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

- (a) Stop, stand or park a vehicle:
  - (1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
  - (2) On a sidewalk;
  - (3) Within an intersection;
  - (4) On a crosswalk;
  - (5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;

- (6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
  - (7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
  - (8) On any railroad tracks;
  - (9) On any controlled-access highway;
  - (10) In the area between roadways of a divided highway, including crossovers; or
  - (11) At any place where official signs prohibit stopping.
- (b) Stand or park a vehicle, whether occupied or not except momentarily to pick up or discharge a passenger or passengers:
- (1) In front of a public or private driveway;
  - (2) Within 15 feet of a fire hydrant;
  - (3) Within 20 feet of a crosswalk at an intersection;
  - (4) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway;
  - (5) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance, when properly sign-posted; or
  - (6) At any place when official signs prohibit standing.
- (c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading property or passengers:
- (1) Within 50 feet of the nearest rail of a railroad crossing;
  - (2) At any place where official signs prohibit parking.
- (d) Move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb such a distance as is unlawful.
- (e) Stand or park a vehicle in areas designated as fire lanes upon public or private property. (K.S.A. 8-1571)

## **Sec. 86. Stopping or Parking on Roadways.**

- (a) Except where angle parking is permitted by ordinance, every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right-hand edge of the right-hand shoulder.
- (b) Except when otherwise provided by ordinance, every vehicle stopped or parked upon a one-way road way shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or with its left-hand wheels within 12 inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.
- (c) The governing body may by ordinance permit angle parking on any roadway, except that angle parking shall not be permitted on any federal-aid or state highway unless the secretary of transportation has determined that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic. (K.S.A. 8-1572)

## **Sec. 87. Accessible Parking.**

- (a) No person shall stop, stand or park any vehicle in a parking space, whether on public or private property, which is clearly marked as being reserved for the use of persons with a disability or persons responsible for the transportation of persons with a disability unless such vehicle bears a special license plate, permanent placard or temporary placard issued pursuant to K.S.A. 8-161 or K.S.A. 8-1,125, and amendments thereto, and is being operated by or used for the transportation of a person with a disability or disabled veteran. In addition to the temporary placard, a person issued such temporary placard shall carry the state or county receipt showing the name of the person who is issued such temporary placard. If a parking space on private property is clearly marked as being reserved for the use of a specified person with a disability it shall be unlawful for any other person to park in such space.

- (b) When a motor vehicle which bears a special license plate or placard issued pursuant to K.S.A. 8-1,125, and amendments thereto, is being operated by or used for the transportation of a person with a disability, such motor vehicle:
- (1) May be parked in any parking space, whether on public or private property, which is clearly marked as being reserved for the use of persons with a disability or persons responsible for the transportation of a person with a disability, except a parking space on private property which is clearly marked as being reserved for the use of a specified person with a disability;
  - (2) May be parked for a period of time not to exceed 24 hours in any parking zone which is restricted as to the length of parking time permitted, except where stopping, standing or parking is prohibited to all vehicles, where parking is reserved for special types of vehicles or where parking would clearly present a traffic hazard; and
  - (3) Shall be exempt from any parking meter fees of the state or any city, county or other political subdivision.
- (c) Official identification devices issued to persons with a disability by any other state, district, or territory subject to the laws of the United States, or any foreign jurisdiction, shall be recognized as acceptable identification in the state of Kansas. Motor vehicles bearing a valid device from such a jurisdiction shall be accorded the parking privileges contained in subsection (b), except that if such person becomes a resident of the state of Kansas, such identification devices shall not be recognized as acceptable identification 60 days after such person becomes a resident of this state and such devices shall be deemed expired. Possession of an identification device deemed to have expired shall be subject to the provisions of subsection (a) of Section 87.1.
- (d) (1) Notwithstanding the provisions of K.S.A. 8-2003, and amendments thereto, each designated accessible parking space shall be clearly marked by vertically mounted signs bearing the international symbol of access.

- (2) All parking shall conform to Title II or Title III, as required by the Americans with disabilities act of 1990, 42 USCA 12101 *et seq.* and 28 CFR Parts 35 and 36.
  
- (e) (1) At no time, except when necessary to avoid conflict with other traffic, or in compliance with the law or the directions of a law enforcement officer or official traffic-control device, shall a person:
  - (A) Stop, stand or park a vehicle in any parking space designated as accessible parking without displaying a special license plate, permanent placard or disabled veteran license plate and an individual identification card, or a valid temporary placard. Placards shall be displayed in accordance with subsection (a) K.S.A. 8-1,125, and amendments thereto;
  - (B) Stop, stand or park a vehicle so that it blocks an access entrance;
  - (C) Stop, stand or park a vehicle so that it blocks a disabled parking stall;
  - (D) Stop, stand or park a vehicle so that it blocks an access aisle; or
  - (E) Stop, stand or park a vehicle in an access aisle between or beside a designated accessible parking space.
- (2) Each violation of subsection (e)(1) is punishable by a fine of not less than \$50 nor more than \$100.
- (3) The provisions of subsection (e)(1) shall be enforced by law enforcement officers on public and private property.
  
- (f) (1) Any person who willfully and falsely represents that such person has the qualifications to obtain a special license plate, a permanent placard and an individual identification card or temporary placard shall be guilty of a violation of this ordinance and shall be punished by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment.
- (2) Any person authorized to certify a person with a disability under subsection (a) of K.S.A. 8-1,125, and amendments thereto, who willfully and falsely certifies that a person has the qualifications to obtain a special license plate, a permanent placard and an individual identification card or

temporary placard shall be guilty of a violation of this ordinance and shall be punished by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment. (K.S.A. 8-1,125-8-1,130)

**Sec. 87.1. Accessible Parking; Revoked or Suspended Devices.**

- (a) Any person who has in such person's possession any accessible parking identification device which has expired or has been revoked or suspended shall be guilty of a violation of this ordinance and shall be punished by a fine of not less than \$100 nor more than \$300.
- (b) Any person who utilizes any accessible parking identification device issued to another person, an agency or a business, to park in any parking space specified in K.S.A. 8-1,126, and amendments thereto, which could be utilized by a person with a disability, except when transporting or arriving to transport a person with a disability to whom or for whom the identification device was issued shall be guilty of a violation of this ordinance and shall be punished by a fine of not less than \$100 nor more than \$300. (K.S.A. 8-1,130a)

**Ref.:** Sec. 198. Vehicle License; Illegal Tag.

**Sec. 88. Parking for Certain Purposes Prohibited.** No person shall park a vehicle upon any roadway for the principal purpose of:

- (a) Displaying such vehicle for sale.
- (b) Washing, greasing or repairing such vehicle except repairs necessitated by an emergency.

**Sec. 89. Stall Parking.** Where parking stalls or spaces are marked or designated on the pavement or curb, vehicles shall be parked or stopped within such stalls or spaces in the direction of the flow of traffic or at the angle indicated by the markings.

**Sec. 90. Blocking Traffic; Narrow Streets; Stopping; When.** No person shall stop, stand or park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than 10 feet of the width of the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals by a police officer. (K.S.A. 8-2002(a)(1))

**Sec. 91. Parking on Narrow Streets; Signs.** When signs prohibiting parking are erected on narrow streets, no person shall park or stand a vehicle in any such designated place. The chief of police is authorized to erect signs indicating "no parking" upon both sides of any street when the width of the roadway does not exceed 20 feet, or upon one side of a street when the width of the roadway does not exceed 30 feet.

**Sec. 92. Parking in Alley.**

- (a) No person shall park any vehicle in any alley except for the purpose of loading or unloading.
- (b) No person shall park any vehicle in any alley for any time of greater duration than reasonably necessary for the expeditious loading or unloading of materials. (K.S.A. 8-2002(a)(1))

**Sec. 93. Parking Disabled and Other Vehicles.**

- (a) No person shall park or store any farm machinery, trailer or semitrailer of any kind, or parts of the same, or any dead, damaged or disabled motor vehicle or farm machinery, trailer or semitrailer of any kind, in the roadway of any highway, or between the property line or sidewalk and the curb line of any street.
- (b) A person shall not use the public highway to abandon vehicles or use the highway to leave vehicles unattended in such a manner as to interfere with public highway operations. When a person leaves a motor vehicle on a public highway or other property open to use by the public, the city having jurisdiction of such highway or other property open to use by the public, after 48 hours or when the motor vehicle interferes with public highway operations, may remove and impound the motor vehicle. (K.S.A. 8-1102)

**Sec. 94. Parking Adjacent to Schools; Signs.** When official signs or markings are placed indicating no parking upon any street adjacent to any school property, no person shall park a vehicle in any such designated place. The chief of police is hereby authorized to erect signs indicating "No Parking" upon either or both sides of any street adjacent to any school property when such parking would unreasonably interfere with traffic or create a hazard to traffic in such places. (K.S.A. 8-2002(a)(1))

**Sec. 95. Stopping or Parking in Hazardous or Congested Places; Signs.** When signs are erected upon approach to hazardous or congested places, no person shall stop, stand or park a vehicle in any such designated place. The chief of police is authorized to determine and designate by proper signs those places where the stopping or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic. (K.S.A. 8-2002(a)(1))

**Sec. 96. Parking Prohibited at All Times in Designated Places.** When authorized signs are erected giving notice thereof, no person shall park a vehicle at any time upon that portion of any of the streets so posted or signed for "No Parking." (K.S.A. 8-1571)

**Sec. 97. Limited Time Parking Zones.** Whenever any appropriate sign shall be placed and maintained in any block by lawful authority of the city giving notice that the street or highway or city owned parking lot may be used for parking or standing vehicles for a limited time only, it shall be unlawful for any person to fail or refuse to comply with such sign. (K.S.A. 8-2002(a)(1))

**Sec. 98. Commercial and Delivery Vehicles: Loading and Unloading; Blocking Traffic; Removal of Vehicle; Duty of Police Department.** Subject to any provision prohibiting parking at all times or during specified hours, vehicles used for the transportation of merchandise or materials may stand or be parked at the curb to take on or discharge loads on any street marked for parallel parking: Provided, that such vehicles may be backed into any curb at such times and places when and where the same may not interfere with or become a hazard to vehicular traffic on such street within the block: Provided further, that traffic may be temporarily blocked by any such vehicle backed into any curb to load or unload when the same may be necessary during such times as loading or unloading shall be undertaken in an expeditious manner without any delay, upon prior notice to and under the direction and supervision of the Police Department: Provided further, that the driver or some person in charge of such vehicle shall constantly be present or available to remove

such vehicle in an emergency and the vehicle shall be removed immediately upon the same being loaded or unloaded as the case may be. The chief of police may place suitable warning signs to direct or control traffic during the time any street may be blocked or traffic restricted from its normal flow or course. (K.S.A. 8-2002(a)(1))

**Sec. 99. Loading, Unloading or Special Zones.** Whenever any appropriate sign shall be placed or marked along any street or highway by lawful authority of the city giving notice of any special use of the roadway adjacent thereto for the loading or unloading of merchandise or passengers or the standing of taxicabs, buses or for other authorized purposes, it shall be unlawful for any person to refuse or fail to comply with such sign. (K.S.A. 8-2002(a)(1))

**Sec. 100. Citation on Illegally Parked Vehicles.** Whenever any motor vehicle without driver is found parked, standing or stopped in violation of this ordinance, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation. (K.S.A. 8-2112)

**Sec. 101. Failure to Comply with Traffic Citation Attached to Parked Vehicle.** If a violator of restrictions on stopping, standing or parking does not appear in response to a traffic citation affixed to such motor vehicle within a period of five days, the clerk of the court, shall send to the owner of the motor vehicle to which the traffic citation was affixed a letter informing the owner of the violation and warning that in the event such letter is disregarded for a period of five days a warrant of arrest will be issued. (K.S.A. 8-2113)

**Sec. 102. Presumption in Reference to Illegal Parking.**

- (a) In any prosecution charging a violation of any law or regulation governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was in violation of any such law or regulation, together with proof that the defendant named in the complaint was at the time of the violation the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

- (b) The foregoing stated presumption shall apply only when the procedure as prescribed in Sections 100 and 101 has been followed. (K.S.A. 8-2114)

#### **Article 14. Miscellaneous Rules**

**Sec. 103. Using Headphones in Vehicles.** No person shall operate any motor vehicle on the streets, alleys, or roadways of the city while wearing headphones which in any way interfere with hearing of traffic noise, or warning devices or signals.

**Sec. 104. Inattentive Driving.** Every driver whose vehicle, because of his or her driving error or negligent inattention, collides with another vehicle, a person or fixed object, shall be guilty of inattentive driving and in violation of this section.

**Sec. 105. Allowing Use of Motor Vehicle in Violation of K.S.A. 8-1014.**

- (a) It shall be unlawful for the owner of a motor vehicle to allow a person to drive such vehicle when such owner knows or reasonably should have known such person was driving in violation of K.S.A. 8-1014, and amendments thereto.
- (b) Violation of this section is punishable by a fine of not less than \$500 nor more than \$1,000. In addition to the fine imposed upon a person convicted of a violation of this section, the court may order that the convicted person's motor vehicle or vehicles be impounded or immobilized for a period not to exceed one year and that the convicted person pay all towing, impoundment, and storage fees or other immobilization costs. Prior to ordering the impoundment or immobilization of any such motor vehicle, the court shall consider the factors established in subsection (g) of K.S.A. 8-1567, and amendments thereto. Any personal property in a vehicle impounded or immobilized pursuant to this section may be retrieved prior to or during the period of such impoundment or immobilization. (K.S.A. 8-1022)

## **Sec. 105.1. Criminal Penalties for Violation of Size and Weight Laws; Exceptions.**

- (a) It shall be unlawful for any person to drive or move, or for the owner or lessee to cause or knowingly permit to be driven or moved, on any highway any vehicle or combination of vehicles of a size or weight exceeding the limitations stated in article 19 of chapter 8 of Kansas Statutes Annotated or otherwise in violation of this article, and the maximum size and weight of vehicles herein specified shall be lawful throughout this state, and local authorities shall have no power or authority to alter such limitations except as express authority may be granted in this article.
- (b) Any person violating any of the provisions of article 19 of chapter 8 of the Kansas Statutes Annotated, except for the provisions of K.S.A. 8-1908 and 8-1909, and amendments thereto, shall, upon conviction thereof, be fined in an amount not to exceed \$500.
- (c) Any person violating any of the provisions of K.S.A. 8-1908 or 8-1909, and amendments thereto, shall, upon a first conviction thereof, pay a fine from one, but not both of the schedules listed in subsection (c) of K.S.A. 8-2118, and amendments thereto.
- (d) Except as otherwise specifically provided in this act, the provisions of article 19 of chapter 8 of Kansas Statutes Annotated governing size, weight and load shall not apply to fire apparatus, road machinery, farm tractors or to implements of husbandry temporarily moved upon a highway, or to a vehicle operated under the terms of a currently valid special permit issued in accordance with K.S.A. 8-1911, and amendments thereto.
- (e) Except on highways designated as part of the national system of interstate defense highways, the gross weight limitation prescribed by article 19 of chapter 8 of Kansas Statutes Annotated on any axle or tandem, triple or quad axles shall not apply to: (1) Trucks specifically designed and equipped and used exclusively for garbage, refuse or solid waste disposal operations when loaded with garbage, refuse or waste; or (2) trucks mounted with a fertilizer spreader used or manufactured principally to spread animal dung, except that this paragraph (2) shall not apply to truck tractors so equipped. Except that such

trucks under this subsection shall not exceed 60,000 pounds for three axles or 40,000 pounds for two axles, regardless of width spacing between axles.

- (f) As used in this section, "conviction" means a final conviction without regard to whether sentence was suspended or probation granted after such conviction, and a forfeiture of bail, bond or collateral deposited to secure a defendant's appearance in court, which forfeiture has not been vacated, is equivalent to a conviction. (K.S.A. 8-1901)

### **Sec. 105.2. Width of Vehicles and Loads thereon.**

- (a) The total outside width of any vehicle or the load thereon shall not exceed 8 ½ feet, except as otherwise provided in this section.
- (b) A farm tractor or a fertilizer dispensing machine shall not be permitted to travel on any highway which is a part of the national system of interstate and defense highways. Whenever a farm tractor or implement of husbandry, and any load on any such vehicle, exceeds the width limitations prescribed by this section to the extent that the width of such vehicle, including any load thereon, exceeds the width of that portion of a roadway on which such vehicle is driven, which is marked as a single lane of traffic, or, if such roadway has not been marked for lanes of traffic, the width of such vehicle exceeds more than ½ the width of such roadway, the driver shall move such vehicle as soon as possible as far to the right side of the highway as is practicable and safe upon the approach of any oncoming or following vehicle and upon approaching the crest of a hill.
- (c) The secretary shall adopt rules and regulations consistent with federal requirements designating safety and other devices which may extend out on either side of the vehicle.
- (d) (1) A vehicle may be loaded with bales of hay which shall not exceed 12 feet in width and a height as authorized by K.S.A. 8-1904, and amendments thereto, but vehicles so loaded shall not be moved on any highway designated as a part of the national network of highways, except as permitted under subsection (j) of K.S.A. 8-1911, and amendments thereto, or under paragraph (2) of this subsection.

- (2) A farm vehicle may be loaded with bales of hay which shall not exceed 12 feet in width and a height as authorized by K.S.A. 8-1904, and amendments thereto, but vehicles so loaded shall not be moved on any highway designated as a part of the national system of interstate and defense highways, except as permitted under subsection (j) of K.S.A. 8-1911, and amendments thereto. As used in this paragraph "farm vehicle" means a truck or truck tractor registered under K.S.A. 8-143, and amendments thereto, as a farm truck or truck tractor. Such farm truck or truck tractor may be used in combination with any type of trailer or semitrailer.
- (3) Any such vehicles under paragraphs (1) or (2) so loaded shall not be moved during the period beginning 30 minutes after sunset and ending 30 minutes before sunrise. Any vehicle loaded with bales of hay as authorized by the exception in this subsection, with the load extending beyond 8 ½ feet, shall have attached thereto a sign which states "OVERSIZE LOAD" and the dimensions of the sign shall be a minimum of seven feet long and 18 inches high. Letters shall be a minimum of 10 inches high with a brush stroke of not less than 1 2/5 inches. The sign shall be readily visible from a distance of 500 feet and shall be removed when the vehicle or load does not exceed the legal width. Each vehicle shall be equipped with red flags on all four corners of the oversized load.
- (e) The secretary of transportation shall adopt rules and regulations authorizing vehicles to be loaded with two combine headers which exceed the legal width, but vehicles so loaded shall not be moved on any highway designated as a part of the national system of interstate and defense highways, except as permitted under subsection (i) of K.S.A. 8-1911, and amendments thereto, and vehicles so loaded shall not be moved during the period beginning 30 minutes after sunset and ending 30 minutes before sunrise.
- (f) A motor home or travel trailer may exceed 102 inches, if such excess width is attributable to an appurtenance, except that no appurtenance may extend further than the rear-view mirrors. Such mirrors may only extend the distance necessary to provide the required field of view before the appurtenances were attached.

For the purposes of this subsection the term “appurtenance” shall include:

- (1) An awning and its support hardware; and
- (2) any appendage that is intended to be an integral part of a motor home or travel trailer coach and that is installed by the manufacturer or dealer.

The term “appurtenance” shall not include any item that is temporarily affixed or attached to the exterior of a motor home or travel trailer by the owner of such motor home or travel trailer for the purposes of transporting such item from one location to another.

(K.S.A. 8-1902)

**Sec. 105.3. Loads on Passenger Vehicles Extending to Either Side.** No passenger-type vehicle shall be operated on any highway with any load carried thereon extending beyond the left side of such vehicle nor extending more than six (6) inches beyond the right side thereof. (K.S.A. 8-1903)

**Sec. 105.4. Projecting Loads to the Front and Rear.**

- (a) The load upon any vehicle operated alone, or the load upon the front vehicle of a combination of vehicles, shall not extend more than three feet beyond the front wheels of such vehicle or the front bumper of such vehicle if it is equipped with a bumper.
- (b) Any vehicle or combination of vehicles transporting passenger vehicles or other motor vehicles may carry a load which extends no more than four feet beyond the front and six feet beyond the rear of the transporting vehicle or combination of vehicles.

(K.S.A. 8-1905)

**Sec. 106. Transportation of Alcoholic Beverage.**

- (a) No person shall transport in any vehicle upon a highway or street any alcoholic beverage unless such beverage is:
  - (1) In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed;

- (2) (A) In the locked rear trunk or rear compartment, or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion; or
  - (B) If a motor vehicle is not equipped with a trunk, behind the last upright seat or in an area not normally occupied by the driver or a passenger; or
  - (3) In the exclusive possession of a passenger in a vehicle which is a recreational vehicle or a bus, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.
- (b) Violation of this section is punishable by a fine of not more than \$200 or by imprisonment for not more than six months, or both.
  - (c) Except as provided in subsection (e) upon conviction or adjudication of a second or subsequent violation of this section, the judge, in addition to any other penalty or disposition ordered pursuant to law, shall suspend the person's driver's license or privilege to operate a motor vehicle on the streets and highways of this state for one year.
  - (d) Upon suspension of a license pursuant to this section, the court shall require the person to surrender the license to the court, which shall transmit the license to the division of motor vehicles of the department of revenue, to be retained until the period of suspension expires. At that time, the licensee may apply to the division for return of the license. If the license has expired, the person may apply for a new license, which shall be issued promptly upon payment of the proper fee and satisfaction of other conditions established by law for obtaining a license unless another suspension or revocation of the person's privilege to operate a motor vehicle is in effect.
  - (e) In lieu of suspending the driver's license or privilege to operate a motor vehicle on the highways of this state of any person convicted of violating this section, as provided in subsection (c), the judge of the court in which such person was convicted may enter an order which places conditions on such person's privilege of operating a motor vehicle on the highways of this state, a certified copy of which such person shall be required to

carry any time such person is operating a motor vehicle on the highways of this state. Any such order shall prescribe the duration of the conditions imposed, which in no event shall be for a period of more than one year for a second violation.

Upon entering an order restricting a person's license hereunder, the judge shall require such person to surrender such person's driver's license to the judge who shall cause it to be transmitted to the division of vehicles, together with a copy of the order. Upon receipt thereof, the division of vehicles shall issue without charge a driver's license which shall indicate on its face that conditions have been imposed on such person's privilege of operating a motor vehicle and that a certified copy of the order imposing such conditions is required to be carried by the person for whom the license was issued any time such person is operating a motor vehicle on the highways of this state. If the person convicted is a nonresident, the judge shall cause a copy of the order to be transmitted to the division and the division shall forward a copy of it to the motor vehicle administrator, of such person's state of residence. Such judge shall furnish to any person whose driver's license has had conditions imposed on it under this section a copy of the order, which shall be recognized as a valid Kansas driver's license until such time as the division shall issue the restricted license provided for in this section. Upon expiration of the period of time for which conditions are imposed pursuant to this subsection, the licensee may apply to the division for the return of the license previously surrendered by such licensee. In the event such license has expired, such person may apply to the division for a new license, which shall be issued immediately by the division upon payment of the proper fee and satisfaction of the other conditions established by law, unless such person's privilege to operate a motor vehicle on the highways of this state has been suspended or revoked prior thereto. If any person shall violate any of the conditions imposed under this subsection, such person's driver's license or privilege to operate a motor vehicle on the highways of this state shall be revoked for a period of not less than 60 days nor more than one year by the judge of the court in which such person is convicted of violating such conditions.

- (f) It shall be an affirmative defense to any prosecution under this section that an occupant of the vehicle other than the defendant was in exclusive possession of the alcoholic beverage.

- (g) The court shall report to the division every conviction of a violation of this section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
  
- (h) For the purpose of determining whether a conviction is a first, second or subsequent conviction in sentencing under this section:
  - (1) **Conviction** includes being convicted of a violation of an ordinance of any city, or resolution of any county, which prohibits the acts that K.S.A. 8-1599, as amended, prohibits;
  - (2) Only convictions occurring in the immediately preceding five years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second or subsequent offender, whichever is applicable; and
  - (3) It is irrelevant whether an offense occurred before or after conviction for a previous offense. (K.S.A. 8-1599)

**{Editor's Note:** K.S.A. 8-1599 was not amended in 2021 HB 2137 when amendments were made in Section 32 to K.S.A. 41-2653 to allow the removal by patrons of alcoholic liquor or cereal malt beverages from clubs or drinking establishments. Any opened containers must be securely resealed by licensee or the licensee's employee and placed in a tamper-proof, transparent bag that is sealed in a manner that makes it visibly apparent if the bag is subsequently tampered with or opened. Section 32 also allows the removal of one or more containers of beer, domestic beer and cereal malt beverages that are sold on the licensed premises to consumers and served in refillable and sealable containers for consumption off the licensed premises if such containers: (1) Contain between 32 and 64 fluid ounces; (2) have a label affixed that clearly indicates the licensee's name and the type of alcoholic beverage contained in such container; and (3) are not sold or removed from the premises after 11:00 p.m.}

**Sec. 107. Unattended Motor Vehicle; Ignition; Key and Brakes.**

- (a) No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway.
- (b) For the purpose of this section, unattended shall not be construed to mean a motor vehicle with an engine that has been activated by a remote starter system, when the motor vehicle is locked and when the ignition keys are not in the motor vehicle. (K.S.A. 8-1573)

**Sec. 108. Obstruction of Driver's View or Driving Mechanism.**

- (a) No person shall drive a vehicle when it is so loaded, or when there are in the front seat such a number of persons, exceeding three as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.
- (b) No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides, or to interfere with the driver's control over the driving mechanism of the vehicle. (K.S.A. 8-1576)

**Sec. 109. Coasting.**

- (a) The driver of any motor vehicle when traveling upon a down grade shall not coast with the gears of such vehicle in neutral.
- (b) The driver of a truck or bus when traveling upon a down grade shall not coast with the clutch disengaged. (K.S.A. 8-1580)

**Sec. 109.1. Motorized Skateboards.** It shall be unlawful for any person to operate a motorized skateboard on any street, road or highway in this city.

**Sec. 110. Following Fire Apparatus Prohibited.** The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than 500 feet or stop such vehicle within 500 feet of any fire apparatus stopped in answer to a fire alarm. (K.S.A. 8-1581)

**Sec. 111. Crossing Fire Hose.** No vehicle shall be driven over any unprotected hose of a fire department when laid down on any street or private road, or driveway, to be used at any fire or alarm of fire, without the consent of the fire department official in command. (K.S.A. 8-1582)

**Sec. 112. Putting Glass, Etc. on Highway Prohibited.**

- (a) No person shall throw or deposit upon any highway any glass bottle, glass, nails, tacks, wire, cans or any other substance likely to injure any person, animal or vehicle upon such highway.
- (b) Any person who drops, or permits to be dropped or thrown, upon any highway any destructive or injurious material shall immediately remove the same or cause it to be removed.
- (c) Any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle. (K.S.A. 8-1583)

**Sec. 112.1. Littering from a Motor Vehicle.**

- (a) No person shall throw, place or drop litter or allow litter to be thrown, placed or dropped from a motor vehicle onto or upon any highway, road or street. The driver or the vehicle may be cited for any litter thrown, placed or dropped from the motor vehicle, unless any other person in the motor vehicle admits to or is identified as having committed the act.
- (b) "Litter" means rubbish, refuse, waste material, garbage, trash or debris of whatever kind or description and includes improperly discarded paper, metal, plastic or glass. (K.S.A. 8-15,102)

**Sec. 113. Stop When Traffic Obstructed.** No driver shall enter an intersection or a marked crosswalk or drive onto any railroad grade crossing unless there is sufficient space on the other side of the intersection, crosswalk or railroad grade crossing to accommodate the vehicle he or she is operating without obstructing the passage of other vehicles, pedestrians or railroad trains notwithstanding any traffic-control signal indication to proceed. (K.S.A. 8-1584)

**Sec. 114. Snowmobile Operation Limited.** No person shall operate a snowmobile on any controlled-access highway. No person shall operate a snowmobile on any other highway, except when crossing the highway at a right angle, or when use of the highway by other motor vehicles is impossible because of snow, or when such operation is authorized by the governing body. (K.S.A. 8-1585)

**Sec. 114.1. Unlawful Operation of All-Terrain Vehicle.**

- (a) Except as provided in subsection (b), (c) or (d) it shall be unlawful for any person to operate an all-terrain vehicle:
  - (1) On any interstate highway, federal highway or state highway; or
  - (2) Within the corporate limits of any city unless authorized by such city.
- (b) Notwithstanding the provisions of subsection (a), all-terrain vehicles owned and operated by a county noxious weed department, or all-terrain vehicles owned and operated by persons contracting with a county noxious weed department or the Kansas department of transportation may be allowed to operate such all-terrain vehicles upon the right-of-way of any federal highway or state highway for the purpose of eradicating noxious weeds and such all-terrain vehicles may be operated incidentally upon such federal highway or state highway.
- (c) Notwithstanding the provisions of subsection (a), all-terrain vehicles may be operated to cross a federal highway or state highway.
- (d) Notwithstanding the provisions of subsection (a)(1), persons engaged in agricultural purposes may operate an all-terrain vehicle on a federal highway or state highway under the following conditions:

- (1) The operator of the all-terrain vehicle must be a licensed driver and be operating within the restriction of the operator's license;
  - (2) The federal highway or state highway must have a posted speed limit of 65 miles per hour or less;
  - (3) The operator of the all-terrain vehicle must operate the all-terrain vehicle as near to the right side of the roadway as practicable, except when making or preparing to make a left turn; and
  - (4) The purpose of the trip using the all-terrain vehicle must be for agricultural purposes.
- (e) No all-terrain vehicle shall be operated on any public highway, street or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (K.S.A. 8-15,100)

**{Editor's Note:** If a city authorizes the operation of all-terrain vehicles within the city limits, only those operators meeting all the requirements of subsection (d) can be authorized to operate on a federal or state highway located within city limits.}

#### **Sec. 114.2. Unlawful Operation of a Micro Utility Truck.**

- (a) It shall be unlawful for any person to operate a micro utility truck:
- (1) On any interstate highway, federal highway, or state highway; or
  - (2) On any public highway or street within the corporate limits of any city unless authorized by such city.
- (b) No micro utility truck shall be operated on any public highway or street, unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated and amendments thereto.
- (c) The provisions of subsection (a), shall not prohibit a micro utility truck from crossing a federal or state highway. (K.S.A. 8-15,106)

### **Sec. 114.3. Unlawful Operation of Low-Speed Vehicle.**

- (a) It shall be unlawful for any person to operate a low-speed vehicle on any street or highway with a posted speed limit greater than 40 miles per hour.
- (b) The provisions of subsection (a), shall not prohibit a low-speed vehicle from crossing a street or highway with a posted speed limit in excess of 40 miles per hour. (K.S.A. 8-15,101)

### **Sec. 114.4. Unlawful Operation of a Golf Cart.**

- (a) It shall be unlawful for any person to operate a golf cart:
  - (1) On any interstate highway, federal highway, or state highway;
  - (2) On any public highway or street within the corporate limits of any city unless authorized by such city; or
  - (3) On any street or highway with a posted speed limit greater than 30 miles per hour.
- (b) The provisions of subsection (a) shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit in excess of 30 miles per hour.
- (c) A golf cart shall be operated on any public street or highway only during the hours between sunrise and sunset, unless equipped with:
  - (1) Lights as required for motorcycles by Sections 183 through Section 188 of this ordinance; and
  - (2) A properly mounted slow-moving vehicle emblem as required by K.S.A. 8-1717, and amendments thereto. (K.S.A. 8-15,108)

### **Sec. 114.5. Unlawful Operation of a Work-Site Utility Vehicle.**

- (a) It shall be unlawful for any person to operate a work-site utility vehicle:
  - (1) On any interstate highway, federal highway, or state highway; or
  - (2) Within the corporate limits of any city unless authorized by such city.

- (b) Notwithstanding the provisions of subsection (a), work-site utility vehicles may be operated to cross a federal highway or state highway.
- (c) Notwithstanding the provisions of subsection (a)(1), persons engaged in agricultural purposes may operate a work-site utility vehicle on a federal highway or state highway under the following conditions:
  - (1) The operator of the work-site utility vehicle must be a licensed driver and be operating within the restrictions of the operator's license;
  - (2) The federal highway or state highway must have a posted speed limit of 65 miles per hour or less;
  - (3) The operator of the work-site utility vehicle must operate the all-terrain vehicle as near to the right side of the roadway as practicable, except when making or preparing to make a left turn; and
  - (4) The purpose of the trip using the work-site utility vehicle must be for agricultural purposes.
- (d) No work-site utility vehicle shall be operated on any public highway, street, or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (K.S.A. 8-15,109)

**{Editor's Note:** If a city authorizes the operation of work-site utility vehicles within the city limits, only those operators meeting all the requirements of subsection (d) can be authorized to operate on a federal or state highway located within city limits.}

**Sec. 115. Unlawful Riding on Vehicles; Persons 14 Years of Age and Older.**

- (a) It shall be unlawful for any person 14 years of age or older to ride on any vehicle or upon any portion thereof not designed or intended for use of passengers when the vehicle is in motion.
- (b) It shall be unlawful for the operator of any vehicle to allow any person 14 years of age or older to ride on any vehicle or upon any portion thereof not designated or intended for the use of passengers when the vehicle is in motion.

(c) This section shall not apply to:

- (1) An employee under the age of 14 years engaged in the necessary discharge of the employee's duty within truck bodies in space intended for merchandise or cargo; or
- (2) When the vehicle is being operated in parades, caravans or exhibitions which are officially authorized or otherwise permitted by law.  
(K.S.A. 8-1578a)

**Ref.:** For Persons Under 14 Years of Age see Sec. 182.2.

**Sec. 116. Driving Upon Sidewalk.** No person shall drive any vehicle upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway. (K.S.A. 8-1575)

**Sec. 117. Limitations on Backing.**

- (a) The driver of a vehicle shall not back the same unless such movement can be made with safety and without interfering with other traffic.
- (b) The driver of a vehicle shall not back the same upon any shoulder or roadway of any controlled-access highway.  
(K.S.A. 8-1574)

**Sec. 118. Driving Through or On Private Property to Avoid Traffic Control Devices.** No person shall drive through the property of a gasoline service station or the service entrance of any public or private property adjacent to any street intersection to avoid any official traffic control device or short cut from one street to another.

**Sec. 119. Parades and Processions.** No parade of persons or vehicles, excepting the military forces of the United States, the military forces of the State of Kansas, or the forces of the city police and fire departments, shall occupy, march or proceed along any highway until the chief of police or designee shall have been notified by the person or persons in charge thereof and until the chief shall have made provision for such purpose together with a police escort if he or she deems such escort necessary. (K.S.A. 8-2002(a)(3))

**Sec. 120. Driving through Procession.** It shall be unlawful for the driver of any vehicle to drive between the vehicles comprising a funeral or other authorized procession while they are in motion provided such vehicles are conspicuously so designated. This section shall not apply at intersections where traffic is controlled by traffic-control devices or police officers. (K.S.A. 8-2002(a)(3))

**Sec. 121. Military Forces.** The military forces of the United States and the State of Kansas, while on any authorized duty involving controlled movement of military convoys, critical supplies or equipment, or during any national or state emergency, shall not be restricted by traffic regulations, and shall have the right-of-way on any street or highway through which they may pass against all except carriers of the United States mail and other emergency vehicles. (K.S.A. 48-252a)

**Sec. 122. Street Barriers.** Whenever any street or alley or part thereof is closed for repair, rebuilding, construction or reconstruction and suitable warning signs and barricades, which so advise the public, are erected at all intersections of the closed street or alley with all other streets and alleys, it shall be unlawful for any person or operator without authority from the proper official to:

- (a) Destroy or remove any barricade, warning sign, light or torch used to close the street or alley or warn the public of the closing.
- (b) Drive on that portion of the street or alley that is closed: Provided, however, that nothing in this section shall be construed as prohibiting the regular authorities of the city, state or federal government from having free access to the work at all times. (K.S.A. 8-2002)

**Sec. 123. Opening and Closing Vehicle Doors.** No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so, and can be done without interfering with the movement of other traffic, nor shall any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers. (K.S.A. 8-1577)

**Sec. 124. Riding in House Trailer or Mobile or Manufactured Home Prohibited.** No person or persons shall occupy a house trailer, manufactured home, as defined in subsection (a) of K.S.A. 58-4202, or mobile home, as defined in subsection (b) of K.S.A. 58-4202 while it is being moved upon a public street or highway. (K.S.A. 8-1578)

**Sec. 125. Driving Across Lawns, Sidewalks, Yards, Crops, Etc.** It shall be unlawful for any person to drive a motor vehicle upon, across or onto the lawn, sidewalk, yard, farmland, crops or fences or other real or personal property of another person, intentionally damaging the same. (K.S.A. 8-1348)

**Note:** State statute also provides for district court action for damages and suspension of vehicle registration.

**Sec. 126. Removal of Traffic Hazards.**

- (a) It shall be the duty of the owner of real property to remove from such property any tree, plant, shrub or other obstruction, or part thereof, which, by obstructing the view of any driver, constitutes a traffic hazard.
- (b) When the governing body determines upon the basis of an engineering and traffic investigation that such a traffic hazard exists, it shall notify the owner and order that the hazard be removed within 10 days.
- (c) The failure of the owner to remove such traffic hazard within 10 days shall constitute an offense punishable by a penalty of \$10 and every day said owner shall fail to remove it shall be a separate and distinct offense. (K.S.A. 8-2011)

**Sec. 126.1. Obstructing License Plates.** It shall be unlawful for any person to attach and display on any vehicle a license plate, as required under article 1 of chapter 8 of the Kansas Statutes Annotated, which is covered, in whole or in part, with any clear or opaque material or any other plastic-like material that affects the plate's visibility or reflectivity. (K.S.A. 8-15,110)

## Section 126.1.1 Display of License Plate.

- (a) The license plate assigned to the vehicle shall be attached to the rear of the vehicle and shall be displayed during the current registration year or years. Except as otherwise provided in subsection (b), a Kansas registered vehicle shall not have a license plate attached to the front of the vehicle,
- (b) The following classes of vehicles shall attach a license plate in the location or locations specifically stated:
  - (1) The license plate issued for a truck tractor shall be attached to the front of the truck tractor;
  - (2) a model year license plate issued for an antique vehicle, in accordance with K.S.A. 8-172, and amendments thereto, may be attached to the front of the antique vehicle;
  - (3) a personalized license plate issued to a passenger vehicle or truck pursuant to K.S.A. 8-132(c), and amendments thereto, may be attached to the front of the passenger vehicle or truck;
  - (4) the license plate issued for a motor vehicle used as a concrete mixer truck may be attached to either the front or rear of the vehicle; and
  - (5) the license plate issued for a motor vehicle used as a dump truck with a gross weight of 26,000 pounds or more shall be attached to the front of the vehicle. The provisions of this paragraph shall not apply to such vehicle if such vehicle is registered as a farm truck.
- (c) Every license plate shall at all times be securely fastened to the vehicle to which it is assigned, to prevent the plate from swinging, and at a height not less than 12 inches from the ground, measuring from the bottom of such plate,. The license plate shall be fastened in a place and position to be clearly visible, and shall be maintained free from foreign materials and in a condition to be clearly legible.
- (d) During any period in which the construction of license plates has been suspended pursuant to the provisions of K.S.A. 8-132, and amendments thereto, the plate, tag, token, marker or sign assigned to such vehicle shall be attached to and displayed on such vehicle in such place, position, manner and condition as shall be prescribed by the director of vehicles. (K.S.A. 8-133)

## Sec. 126.2. Use of Wireless Communication Devices.

- (a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to write, send or read a written communication.
  
- (b) The provisions of subsection (a) shall not apply to:
  - (1) A law enforcement officer or emergency service personnel acting within the course and scope of the law enforcement officers or emergency service personnel's employment;
  - (2) A motor vehicle stopped off the regular traveled portion of the roadway;
  - (3) A person who reads, selects or enters a telephone number or name in a wireless communications device for the purpose of making or receiving a phone call;
  - (4) A person who receives an emergency, traffic or weather alert message; or
  - (5) A person receiving a message related to the operation or navigation of the motor vehicle.
  
- (c) The provisions of subsection (a) shall not prohibit a person from using a wireless communications device while operating a moving motor vehicle to:
  - (1) Report current or ongoing illegal activity to law enforcement;
  - (2) Prevent imminent injury to a person or property; or
  - (3) Relay information between transit or for-hire operator and the operator's dispatcher, in which the device is permanently affixed to the motor vehicle. (K.S.A. 8-15,111)

**Article 15. Operation of Bicycles, Motorized Bicycles, and Play Vehicles**

**Sec. 127. Effect of Regulations.**

- (a) Violation of any provision of Sections 128 to 133, inclusive, is a traffic infraction.
- (b) The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of Sections 128 to 133, inclusive.
- (c) The provisions of Sections 128 to 133, inclusive, which are applicable to bicycles shall apply whenever a bicycle is operated upon any highway or upon any path set aside for the exclusive use of bicycles, subject to those exceptions stated herein. (K.S.A. 8-1586)

**Sec. 128. Traffic Laws Apply to Persons Riding Bicycles.**

Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this ordinance, except as otherwise provided in Sections 127 to 133, inclusive, of this article and except as to those provisions of this ordinance which by their nature can have no application. (K.S.A. 8-1587)

**Sec. 129. Riding on Bicycles; Seats; Riders Limited.**

- (a) A person propelling a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto.
- (b) No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped. (K.S.A. 8-1588)

**Sec. 130. Clinging to Vehicles.** No person riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall attach the same, himself or herself to any vehicle upon a roadway. (K.S.A. 8-1589)

## **Sec. 131. Riding on Roadways and Bicycle Paths.**

- (a) Every person operating a bicycle or a moped upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as near to the right side of the roadway as practicable, except under any of the following situations when:
  - (1) Overtaking and passing another bicycle or vehicle proceeding in the same direction;
  - (2) Preparing for a left turn at an intersection or into a private road or driveway; or
  - (3) Reasonably necessary to avoid conditions including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards or narrow width lanes that make it unsafe to continue along the right hand edge of the roadway.
- (b) Any person operating a bicycle or a moped upon a one-way highway with two or more marked traffic lanes may ride as near to the left side of the roadway as practicable.
- (c) Persons riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.
- (d) Wherever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway. (K.S.A. 8-1590)

**Sec. 132. Carrying Articles.** No person operating a bicycle shall carry any package, bundle or article which prevents the driver from keeping at least one hand upon the handlebars. (K.S.A. 8-1591)

## **Sec. 133. Lamps and Other Equipment on Bicycles.**

- (a) Every bicycle when in use between sunset and sunrise shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and either: (1) A red reflector on the rear which shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; (2) a lamp on the rear that shall emit a red light visible from a distance of 500 feet to the rear; or (3) the operator of such bicycle shall be wearing a device that emits a red or amber light that shall be visible from a distance of 500 feet to the rear.

- (b) Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.
- (c) No person shall sell a pedal for use on a bicycle, unless such pedal is equipped with a reflector which is visible from the front and rear of the bicycle to which it is attached during darkness from a distance of 200 feet, and no person shall sell a new bicycle, unless it is equipped with pedals meeting the requirements of this subsection. (K.S.A. 8-1592)

**Sec. 134. Application of Sec. 127 to Sec. 133 to Motorize Bicycles.** The provisions of Sections 127 to 133, inclusive, shall be applicable to motorized bicycles, and every person operating a motorized bicycle shall be subject to the provisions thereof. (K.S.A. 8-1592a)

**Sec. 135. Electric-Assisted Bicycles, Traffic Law Application.**

- (a) Except as specifically provided, an electric-assisted bicycle or a rider of an electric-assisted bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the rider of a bicycle. An electric-assisted bicycle is a vehicle to the same extent as a bicycle.
- (b) An electric-assisted bicycle or a person riding an electric-assisted bicycle shall not be required to maintain: (1) Vehicle liability insurance coverage; (2) a driver's license; (3) registration in accordance with article 1 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto; (4) a certificate of title; or (5) a license plate. An electric-assisted bicycle shall not be considered a motor vehicle.
- (c) On and after January 1, 2023, manufacturers and distributors of electric-assisted bicycles shall apply a label that is permanently affixed, in a prominent location, to each electric-assisted bicycle. The label shall contain the classification number, top assisted speed and motor wattage of the electric-assisted bicycle and shall be printed in Arial font in at least nine-point type.
- (d) A person shall not tamper with or modify an electric-assisted bicycle in a manner that changes the motor-powered speed capability or engagement of an electric-assisted bicycle, unless the label indicating the classification required in subsection (c) is replaced after modification.

(e) An electric-assisted bicycle shall comply with the equipment and manufacturing requirements adopted by the United States consumer product safety commission, 16 C.F.R. part 1512.

(f) (1) An electric-assisted bicycle may be ridden in places where bicycles are allowed, including, but not limited to, streets, highways, roadways, bicycle lanes, bicycle or multi-use paths, trails or trail networks.

(2) Subsection (f) (1) shall not apply to a trail that is specifically designated as nonmotorized and that has a natural surface tread that is made by clearing and grading

(g) No person under 16 years of age may operate a class 3 electric-assisted bicycle. A person under 16 years of age may ride as a passenger on a class 3 electric-assisted bicycle that is designed to accommodate passengers.

(K.S.A. 8-1592b)

**{Editor's Note:** This section mirrors state law, but under K.S.A. 8-1592b(f)(2) a city may adopt an ordinance further restricting and governing the operation of electric-assisted bicycles on streets, highways, roadways, sidewalks, sidewalk areas, bicycle or multi-use paths, or trail or trail networks.}

### **Sec. 135.1. Electric-Assisted Scooters, Traffic Law Application.**

(a) It shall be unlawful for any person to operate an electric-assisted scooter on any interstate highway, federal highway or state highway.

(b) Notwithstanding the provisions of subsection (a), traffic regulations applicable to bicycles, Sections 127 to 133, inclusive, shall be applicable to electric-assisted scooters.

(c) The governing body of a city or county may adopt an ordinance or resolution that further restricts or prohibits the operation of electric-assisted scooters on any public highway, street or sidewalk within such city or county.

(d) Except as otherwise provided in subsection (c), the provisions of subsection (a) shall not prohibit an electric-assisted scooter from crossing a federal or state highway.  
(K.S.A. 8-15,113)

**Sec. 136. Use of Coasters, Roller Skates and Similar Devices Restricted.** No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, shall go upon any roadway except while crossing a street at a crosswalk and except upon streets set aside as play streets. (K.S.A. 8-2002(a)(21))

**Ref.:** Sec. 20. Play Streets.

### **Article 16. Special Rules for Motorcycles**

**Sec. 137. Traffic Laws Apply to Persons Operating Motorcycles.** Every person operating a motorcycle shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of any other vehicle under this ordinance, except as provided in Section 138 to 142, inclusive, and except as to those provisions of this ordinance which by their nature can have no application. (K.S.A. 8-1593)

#### **Sec. 138. Riding on Motorcycles.**

- (a) A person operating a motorcycle shall ride only upon the permanent and regular seat attached thereto, and such operator shall not carry any other person nor shall any other person ride on a motorcycle, unless such motorcycle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons, or upon another seat firmly attached to the motorcycle at the rear or side of the operator.
- (b) A person shall ride upon a motorcycle only while sitting astride the seat, facing forward, with one leg on each side of the motorcycle. This subsection shall not apply to any person riding within an autocycle.
- (c) No person shall operate a motorcycle while carrying any package, bundle or other article which prevents such person from keeping both hands on the handlebars.
- (d) No operator shall carry any person, nor shall any person ride, in a position that will interfere with the operation or control of the motorcycle or the view of the operator. (K.S.A. 8-1594)

**Sec. 139. Operating Motorcycles on Roadways Laned for Traffic.**

- (a) All motorcycles are entitled to full use of a lane and no motor vehicle shall be driven in such a manner as to deprive any motorcycle of the full use of a lane. This subsection shall not apply to motorcycles operated two abreast in a single lane.
- (b) The operator of a motorcycle shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- (c) No person shall operate a motorcycle between lanes of traffic or between adjacent lines or rows of vehicles.
- (d) Motorcycles shall not be operated more than two abreast in a single lane.
- (e) Subsections (b) and (c) shall not apply to police officers in the performance of their official duties. (K.S.A. 8-1595)

**Sec. 140. Clinging to Other Vehicles.** No person riding upon a motorcycle shall attach himself, herself or the motorcycle to any other vehicle on a roadway. (K.S.A. 8-1596)

**Sec. 141. Motorcycle Seat and Footrests.** A motorcycle carrying a passenger, other than in a sidecar or enclosed cab, shall be equipped with a seat and footrests for such passenger. (K.S.A. 8-1597)

**Sec. 142. Equipment for Motorcycle Operator or Rider.**

- (a) No person under the age of 18 years shall operate or ride upon a motorcycle or a motorized bicycle unless wearing a helmet which complies with minimum guidelines established by the National Highway Traffic Safety Administration pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 for helmets designed for use by motorcyclists and other motor vehicle users.
- (b) No person shall allow or permit any person under the age of 18 years to:
  - (1) Operate a motorcycle or motorized bicycle or to ride as a passenger upon a motorcycle or motorized bicycle without being in compliance with the provisions of subsection (a); or

- (2) Operate a motorcycle or to ride as a passenger upon a motorcycle without being in compliance with the provisions of subsection (c).
- (c) (1) No person shall operate a motorcycle unless he or she is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant, except when the motorcycle is equipped with a windscreen which has a minimum height of 10 inches measured from the center of the handlebars.
  - (2) No person under the age of 18 years shall ride as a passenger on a motorcycle unless such person is wearing an eye-protective device which shall consist of protective glasses, goggles or transparent face shields which are shatter proof and impact resistant.
- (d) This section shall not apply to persons riding within an enclosed cab, an autocycle, or on a golf cart, nor shall it apply to any person operating or riding any industrial or cargo-type vehicle having three wheels and commonly known as a truckster. (K.S.A. 8-1598)

**Ref.:** Motorcycle Equipment, Article 18.

### **Article 17. Lights, Brakes, Horns and Other Equipment**

#### **Sec. 143. Scope and Effect of Regulations.**

- (a) It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved on any highway, any vehicle or combination of vehicles which does not contain those parts or is not at all times equipped with such lamps and other equipment in proper condition and adjustment as required in this article, or which is equipped in any manner in violation of any section of this article, or for any person to do any act forbidden or fail to perform any act required by any provision of any section of this article.
- (b) Nothing contained in this article shall be construed to prohibit the use of additional parts and accessories on any vehicle not inconsistent with the provisions of this article.
- (c) The provisions of this article with respect to equipment required on vehicles shall not apply to implements of husbandry, road machinery, road rollers or farm tractors except as specifically made applicable in this article.

- (d) The provisions of this article with respect to equipment required on vehicles shall not apply to motorcycles or motor-driven cycles, except as specifically made applicable by law.
- (e) A low-speed vehicle which is in compliance with the equipment requirements in 49 C.F.R. 571.500 shall be deemed to be in compliance with the provisions of this ordinance. (K.S.A. 8-1701)

**Sec. 144. When Lighted Lamps Required; Visibility Distance and Mounted Height of Lamps.**

- (a) Every vehicle, except as provided in subsection (b), upon a highway within this state, at all times shall display lighted head and other lamps and illuminating devices as required for different classes of vehicles, subject to exceptions with respect to parked vehicles:
  - (1) From sunset to sunrise;
  - (2) When due to insufficient light or unfavorable atmospheric conditions, including smoke or fog, persons and vehicles on the highway are not clearly discernible at a distance of 1,000 feet ahead; or
  - (3) When windshield wipers are in continuous use as a result of rain, sleet, or snow.

Stop lights, turn signals, and other signaling devices shall be lighted as prescribed for the use of such devices.

- (b) Motorcycles, motor-driven cycles and motorized bicycles manufactured after January 1, 1978, shall display lighted head and taillights at all times that such vehicles are operated on any highway.
- (c) Law enforcement officers shall issue a warning citation to anyone violating subsection (a)(3). (K.S.A. 8-1703)

**Sec. 145. Visibility Distance and Mounted Height of Lamps.**

- (a) Whenever any requirement is declared in this article as to the distance from which certain lamps and devices shall render objects visible or within such lamps or devices shall be visible, said provisions shall apply, during the times stated in Section 144 in respect to a vehicle without load upon a straight, level, unlighted highway under normal atmospheric conditions unless a different time or condition is expressly stated.

- (b) Whenever any requirement is declared in this article as to the mounted height of lamps or devices, it shall mean from the center of such lamp or device to the level ground upon which the vehicle stands when such vehicle is without a load. (K.S.A. 8-1704)

**Ref.:** Vehicles Parked at Night, see Sec. 157.

### **Sec. 146. Head Lamps on Motor Vehicles.**

- (a) Every motor vehicle shall be equipped with at least two head lamps with at least one on each side of the front of the motor vehicle, which head lamps shall comply with the requirements and limitations set forth in this article.
- (b) Every head lamp upon every motor vehicle manufactured or assembled after July 1, 1959, shall be located at a height of not more than 54 inches nor less than 24 inches to be measured as set forth in subsection (b) of Section 145. (K.S.A. 8-1705)

### **Sec. 147. Tail Lamps.**

- (a) Every motor vehicle, trailer, semitrailer and pole trailer, and any other vehicle which is being drawn at the end of a combination of vehicles, shall be equipped with at least two tail lamps mounted on the rear, which, when lighted as required in Section 144, shall emit a red light plainly visible from a distance of 1,000 feet to the rear, except that passenger cars manufactured or assembled prior to July 1, 1959, shall have at least one tail lamp. On a combination of vehicles, only the tail lamps on the rearmost vehicle need actually be seen from the distance specified. On vehicles equipped with more than one tail lamp, the lamps shall be mounted on the same level and as widely spaced laterally as practicable.
- (b) Every tail lamp upon every vehicle shall be located at a height of not more than 72 inches nor less than 15 inches.
- (c) Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of 50 feet to the rear. Any tail lamp or tail lamps, together with any separate lamp for illuminating the rear registration plate, shall be so wired as to be lighted whenever head lamps or auxiliary driving lamps are lighted. (K.S.A. 8-1706)

## **Sec. 148. Reflectors.**

- (a) Every motor vehicle, trailer, semitrailer and pole trailer shall carry on the rear, either as a part of the tail lamps or separately, two or more red reflectors meeting the requirements of this section: provided, that vehicles of the types mentioned in Section 151 shall be equipped with reflectors meeting the requirements of subsection (a) of Section 153 and subsection (a) of Section 154.
- (b) Every such reflector shall be mounted on the vehicle at a height not less than 15 inches nor more than 60 inches measured as set forth in subsection (b) of Section 145 and shall be of such size and characteristics and so mounted as to be visible at night from all distances within 600 feet to 100 feet from such vehicle when directly in front of lawful lower beams of head lamps, except that reflectors on vehicles manufactured or assembled prior to January 1, 1970, shall be visible at night from all distances within 350 feet to 100 feet when directly in front of lawful upper beams of head lamps. (K.S.A. 8-1707)

## **Sec. 149. Stop Lamps and Turn Signals.**

- (a) Every motor vehicle, trailer, semitrailer and pole trailer shall be equipped with two or more stop lamps meeting the requirements of subsection (a) of Section 161, except that passenger cars manufactured or assembled prior to January 1, 1953, shall be equipped with at least one stop lamp. On a combination of vehicles, only the stop lamps on the rearmost vehicle need actually be seen from the distance specified in subsection (a) of Section 161.
- (b) Every motor vehicle, trailer, semitrailer and pole trailer shall be equipped with electric turn signal lamps meeting the requirements of subsection (b) of Section 161, except that passenger cars and trucks less than 80 inches in width, manufactured or assembled prior to January 1, 1953 and vehicles registered under K.S.A. 8-194, need not be equipped with electric turn signal lamps. (K.S.A. 8-1708)

**Sec. 150. Application of Succeeding Sections.** Sections 151 to 155, inclusive, relating to clearance lamps, marker lamps and reflectors, shall apply as stated in said sections to vehicles of the type therein enumerated, namely buses, trucks, truck-tractors, motor homes, motor vehicles with mounted truck-campers, and trailers, semitrailers and pole trailers, respectively, when

operated upon any highway, and said vehicle shall be equipped as required and all lamp equipment required shall be lighted at the times mentioned in Section 144. For purposes of the sections enumerated above, a truck-camper, when mounted upon a motor vehicle, shall be considered part of the permanent structure of that motor vehicle. (K.S.A. 8-1709)

**Sec. 151. Additional Equipment Required on Certain Vehicles.** In addition to other equipment required by this ordinance, the following vehicles shall be equipped as herein stated.

- (a) Buses, trucks, motor homes, and motor vehicles with mounted truck-camper, 80 inches or more overall width:
  - (1) On the front, two clearance lamps, one at each side, and on vehicles manufactured or assembled after July 1, 1959, three identification lamps meeting the specifications of subsection (g).
  - (2) On the rear, two clearance lamps, one at each side, and on vehicles manufactured or assembled after July 1, 1959, three identification lamps meeting the specifications of subsection (g).
  - (3) On each side, two side marker lamps, one at or near the front and one at or near the rear.
  - (4) On each side, two reflectors, one at or near the front and one at or near the rear.
  
- (b) Trailers and semitrailers 80 inches or more in overall width, except boat trailers and house trailers for which special permits are required for movement:
  - (1) On the front, two clearance lamps, one at each side.
  - (2) On the rear, two clearance lamps, one at each side, and on vehicles manufactured or assembled after July 1, 1959, three identification lamps meeting the specifications of subsection (g).
  - (3) On each side, two side marker lamps, one at or near the front and one at or near the rear.
  
- (c) Trailers and semitrailers, except boat trailers and house trailers for which special permits are required pursuant to K.S.A. 8-1911, and amendments thereto, for movement of such house trailers upon the highways of this state:

On each side, two reflectors, one at or near the front and one at or near the rear.

(d) Truck-tractors: On the front, two cab clearance lamps, one at each side, and on vehicles manufactured or assembled after July 1, 1959, three identification lamps meeting the specifications of subsection (g).

(e) Trailers, semitrailers and pole trailers 30 feet or more in overall length:

On each side, one amber side marker lamp and one amber reflector, centrally located with respect to the length of the vehicle.

(f) Pole trailers:

(1) On each side, one amber marker lamp at or near the front of the load.

(2) One amber reflector at or near the front of the load.

(3) On the rearmost support for the load, one combination marker lamp showing amber to the front and red to the rear and side, mounted to indicate maximum width of the pole trailer.

(g) Whenever required or permitted by this article, identification lamps shall be grouped in a horizontal row, with lamp centers spaced not less than six nor more than 12 inches apart, and mounted on the permanent structure of the vehicle as close as practicable to the vertical center line: provided, that where the cab of a vehicle is not more than 42 inches wide at the front roof line, a single identification lamp at the center of the cab shall be deemed to comply with the requirements for front identification lamps.

(h) Boat trailers 80 inches or more in overall width:

(1) On each side, at or near the midpoint, one clearance lamp performing the function of both a front and rear clearance lamp.

(2) On each side, two side marker lamps, one at or near the front and one at or near the rear.

(3) On each side, two reflectors, one at or near the front and one at or near the rear. (K.S.A. 8-1710)

**Ref.:** Secs. 153, 154.

## **Sec. 151.1. Air-conditioning Equipment.**

- (a) The term “air-conditioning equipment” as used or referred to in this section shall mean mechanical vapor compression refrigeration equipment which is used to cool the driver’s or passenger compartment of any motor vehicle.
- (b) Air-conditioning equipment shall be manufactured, installed and maintained with due regard for the safety of the occupants of the vehicle and the public, and shall not contain any refrigerant which is toxic to persons or which is flammable.
- (c) The secretary of transportation may adopt and enforce safety requirements, rules or regulations and specifications consistent with the requirements of this section applicable to such equipment, which shall correlate with and, so far as possible, conform to the current recommended practice or standard applicable to such equipment approved by the society of automotive engineers.
- (d) No person shall have for sale, offer for sale, sell or equip any motor vehicle with any such equipment unless it complies with the requirements of this section.
- (e) No person shall operate on any highway any motor vehicle equipped with any air-conditioning equipment unless said equipment complies with the requirements of this section. (K.S.A. 8-1747)

## **Sec. 152. Color of Clearance Lamps, Identification Lamps, Side Marker Lamps, Backup Lamps and Reflectors.**

- (a) Front clearance lamps, identification lamps and those marker lamps and reflectors mounted on the front or on the side near the front of a vehicle shall display or reflect an amber color.
- (b) Rear clearance lamps, identification lamps and those marker lamps and reflectors mounted on the rear or on the sides near the rear of a vehicle shall display or reflect a red color. (K.S.A. 8-1711)

## **Sec. 153. Mounting of Reflectors, Clearance Lamps and Side Marker Lamps.**

- (a) Reflectors when required by Section 151 shall be mounted at a height not less than 24 inches and not more than 60 inches above the ground on which the vehicle stands, except that if the highest part of the permanent structure of the vehicle is less than 24 inches the reflector at such point shall be mounted as high as that part of the permanent structure will permit. The rear reflectors on a pole trailer may be mounted on each side of the bolster or load. Any required red reflector on the rear of a vehicle may be incorporated with the tail lamp, but such reflector shall meet the other reflector requirements of this article.
- (b) Clearance lamps, so far as is practicable, shall be mounted on the permanent structure of the vehicle in such a manner as to indicate the extreme height and width of the vehicle, except that when rear identification lamps are required and are mounted as high as is practicable, rear clearance lamps may be mounted at optional height and when the mounting of front clearance lamps results in such lamps failing to indicate the extreme width of the trailer, such lamps may be mounted at optional height but must indicate, as near as practicable, the extreme width of the trailer. Clearance lamps on truck-tractors shall be located so as to indicate the extreme width of the truck-tractor cab. Clearance lamps and side marker lamps may be mounted in combination if illumination is given as required herein with reference to both. (K.S.A. 8-1712)

**Ref.:** Sec. 151.

## **Sec. 154. Visibility of Reflectors, Clearance Lamps, and Marker Lamps.**

- (a) Every reflector upon any vehicle referred to in Section 151 shall be of such size and characteristics and so maintained as to be readily visible at nighttime from all distances within 600 feet to 100 feet from the vehicle when directly in front of lawful lower beams of head lamps, except that the visibility of reflectors on vehicles manufactured or assembled prior to January 1, 1970, shall be measured in front of lawful upper beams of head lamps. Reflectors required to be mounted on the sides of the vehicle shall reflect the required color of light to the sides, and those mounted on the rear shall reflect a red color to the rear.

- (b) Front and rear clearance lamps and identification lamps shall be capable of being seen and distinguished under normal atmospheric conditions at the time lights are required at all distances between 500 feet and 50 feet from the front and rear, respectively, of the vehicle.
- (c) Side marker lamps shall be capable of being seen and distinguished under normal atmospheric conditions at the times lights are required at all distances between 500 feet and 50 feet from the side of the vehicle on which mounted. (K.S.A. 8-1713)

**Sec. 155. Obstructed Lights Not Required.** Whenever motor and other vehicles are operated in combination during the time that lights are required, any lamp except tail lamps which, by reason of its location on a vehicle of the combination, would be obscured by another vehicle of the combination, need not be lighted, but this shall not affect the requirement that lighted clearance lamps be displayed on the front of the foremost vehicles required to have clearance lamps, nor that all lights required on the rear of the rearmost vehicle of any combination shall be lighted. (K.S.A. 8-1714)

**Sec. 156. Lamps or Flags on Projecting Loads.** Whenever the load upon any vehicle extends to the rear four (4) feet or more beyond the bed or body of such vehicle, there shall be displayed at the extreme rear end of the load, at the times specified in K.S.A. 8-1703, two (2) red lamps visible from a distance of at least five hundred (500) feet to the rear, two (2) red reflectors visible at night from all distances within six hundred (600) feet to one hundred (100) feet to the rear when directly in front of lawful lower beams of head lamps and located so as to indicate maximum width, and on each side one (1) red lamp visible from a distance of at least five hundred (500) feet to the side and located so as to indicate maximum overhang. There shall be displayed at all other times on any vehicle having a load which extends beyond its sides or more than four (4) feet beyond its rear, red flags, not less than twelve (12) inches square, marking the extremities of such load, at each point where a lamp would otherwise be required by this section. (K.S.A. 8-1715)

**Sec. 157. Lamps on Parked Vehicles.**

- (a) Every vehicle shall be equipped with one or more lamps which, when lighted, shall display a white or amber light visible from a distance of 1,000 feet to the front of the vehicle, and a red light visible from a distance of 1,000 feet to the rear of the vehicle. The location of said lamp

or lamps always shall be such that at least one lamp or combination of lamps meeting the requirements of this section is installed as near as practicable to the side of the vehicle which is closest to passing traffic.

- (b) Whenever a vehicle is lawfully parked upon a street or highway during the hours between a half hour after sunset and a half hour before sunrise, and in the event there is sufficient light to reveal persons and vehicles within a distance of 1,000 feet upon such street or highway, no lights need be displayed upon such parked vehicle.
- (c) Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent thereto, whether attended or unattended, during the hours between a half hour after sunset and a half hour before sunrise and there is insufficient light to reveal any person or object within a distance of 1,000 feet upon such highway, such vehicle so parked or stopped shall be equipped with and shall display lamps meeting the requirements of subsection (a).
- (d) Any lighted head lamps upon a parked vehicle shall be depressed or dimmed. (K.S.A. 8-1716)

#### **Sec. 158. Lamps on Other Vehicles and Equipment.**

- (a) Every vehicle, including animal-drawn vehicles and vehicles referred to in subsection (c) of Section 143, not specifically required by the provisions of other sections in this article to be equipped with lamps or other lighting devices, shall be equipped, at all times specified in Section 144, with at least one lamp displaying a white light visible from a distance of not less than 1,000 feet to the front of said vehicle, and also shall be equipped with two lamps displaying red lights visible from a distance of not less than 1,000 feet to the rear, or as an alternative, one lamp displaying a red light visible from a distance of not less than 1,000 feet to the rear and two red reflectors visible from all distances of 600 to 100 feet to the rear when illuminated by the lawful lower beams of head lamps.
- (b) Every animal-drawn vehicle shall be equipped at all times with a slow-moving vehicle emblem complying with subsection (g) of K.S.A. 8-1717. (K.S.A. 8-1718)

**Sec. 158.1 Lights, Lamps and Reflectors on Farm Tractors; Slow-moving Vehicle and Slow-moving Vehicle Emblem Defined; Requirements for Slow-moving Vehicles; Unlawful Acts; Exception.**

- (a) Every farm tractor manufactured or assembled after January 1, 1975, shall be equipped with vehicular hazard warning lights of a type described in K.S.A. 8-1722, and amendments thereto, visible from a distance of not less than 1,000 feet to the front and rear in normal sunlight, which shall be displayed whenever any such vehicle is operated upon a highway.
- (b) Every farm tractor manufactured or assembled after January 1, 1975, shall at all times, and every other such motor vehicle shall at all times mentioned in K.S.A. 8-1703, and amendments thereto, be equipped with lamps and reflectors as follows:
  - (1) At least two head lamps meeting the requirements of K.S.A. 8-1724, 8-1726 or 8-1727, and amendments thereto.
  - (2) At least one red lamp visible when lighted from a distance of not less than 1,000 feet to the rear mounted as far to the left of the center of the vehicle as practicable.
  - (3) At least two red reflectors visible from all distances within 600 feet to 100 feet to the rear when directly in front of lawful lower beams of head lamps.
- (c) On every combination of farm tractor and towed farm equipment or towed implement of husbandry, the farm tractor shall be equipped as required in subsections (a) and (b), and the towed unit shall be equipped at all times mentioned in K.S.A. 8-1703, and amendments thereto, with lamps and reflectors as follows:
  - (1) If the towed unit or its load extends more than four feet to the rear of the tractor or obscures any light thereon, the unit shall be equipped on the rear with at least one red lamp visible when lighted from a distance of not less than 1,000 feet to the rear, mounted as far to the left of the center of the towed unit as practicable, and at least two red reflectors visible from all distances within 600 feet to 100 feet to the rear when directly in front of lawful lower beams of head lamps.

- (2) If the towed unit of such combination extends more than four feet to the left of the center line of the tractor, the unit shall be equipped on the front with an amber reflector visible from all distances within 600 feet to 100 feet to the front when directly in front of lawful lower beams of head lamps. This reflector shall be so positioned to indicate, as nearly as practicable, the extreme left projection of the towed unit.
  - (3) If the towed unit or its load obscures either of the vehicle hazard warning lights on the tractor, the towed unit shall be equipped with vehicle hazard warning lights described in subsection (a).
- (d) The two red reflectors required in the preceding subsections shall be so positioned as to show from the rear, as nearly as practicable, the extreme width of the vehicle or combination carrying them. If all other requirements are met, reflective tape or paint may be used in lieu of the reflectors required by subsection (c).
- (e) As used in this section:
- (1) "Slow-moving vehicle" means any vehicle, farm tractor, implement of husbandry, equipment or piece of machinery designed for use at speeds of less than 25 miles per hour, or which is normally moved at speeds of less than 25 miles per hour, and includes all road construction or maintenance machinery, except when such machinery is engaged in actual construction or maintenance work and there is either a flagman or clearly visible warning signs to warn of such machinery's presence on the roadway.
  - (2) "Slow-moving vehicle emblem" means a triangular-shaped emblem of substantial construction having equal sides of 14 inches and an altitude of 12 inches, and such emblem shall be painted a fluorescent yellow-orange color and bordered with reflective red-colored strips having a minimum width of  $1\frac{3}{4}$  inches, with the vertices of the overall triangle truncated in such a manner that the remaining altitude shall be at least 14 inches.
- (f) The secretary of transportation shall approve slow-moving vehicle emblems which meet the requirements of this act and shall compile and publish a list of approved emblems and the manufacturers thereof.

- (g) A slow-moving vehicle emblem shall be mounted or affixed on the rear of the slow-moving vehicle in compliance with standard S276.2 of the American society of agricultural engineers, as such standard was revised in March 1968.
- (h) No person shall operate any slow-moving vehicle on any highway which is within the national system of interstate and defense highways, the state highway system or the state system of modern express highways and freeways, unless such vehicle is equipped with a properly mounted slow-moving vehicle emblem, which has been approved by the secretary of transportation, and which is maintained in a clean, fluorescent and reflective condition, or display a slow-moving vehicle emblem on any vehicle other than a slow-moving vehicle or display such emblem on a slow-moving vehicle which is being operated at a speed of 25 miles per hour or more, or to use such emblem in any manner other than authorized by this section.
- (i) Notwithstanding the provisions of this section, a low-speed vehicle shall not be required to display a slow-moving vehicle emblem. (K.S.A. 8-1717)

#### **Sec. 159. Spot Lamps and Auxiliary Lamps.**

- (a) **Spot Lamps.** Any motor vehicle may be equipped with not to exceed two spot lamps. Every lighted spot lamp emitting a white light shall be so aimed and used that no part of the high-intensity portion of the beam will strike the windshield or any windows, mirror or occupant of another vehicle in motion. The limitations of this subsection shall not apply to a police vehicle used as an authorized emergency vehicle.
- (b) **Fog Lamps.** Any motor vehicle may be equipped with not to exceed two fog lamps mounted on the front at a height not less than 12 inches nor more than 30 inches above the level surface upon which the vehicle stands, and so aimed that when the vehicle is not loaded none of the high-intensity portion of the light to the left of the center of the vehicle shall at a distance of 25 feet ahead project higher than a level of four inches below the level of the center of the lamp from which it comes. Lighted fog lamps meeting the above requirements may be used with lower head lamp beams as specified in subsection (a)(2) of Section 164 of this ordinance.

- (c) **Auxiliary Passing Lamps.** Any motor vehicle may be equipped with not to exceed two auxiliary passing lamps mounted on the front at a height not less than 24 inches nor more than 42 inches above the level surface upon which the vehicle stands. The provisions of Section 164 shall apply to any combination of head lamps and auxiliary passing lamps.
- (d) **Auxiliary Driving Lamps.** Any motor vehicle may be equipped with not to exceed two auxiliary driving lamps mounted on the front at a height not less than 16 inches nor more than 42 inches above the level surface upon which the vehicle stands. The provisions of Section 164 shall apply to any combination of head lamps and auxiliary driving lamps. (K.S.A. 8-1719)

### **Sec. 160. Authorized Emergency Vehicles.**

- (a) Except as provided in subsection (b), every authorized emergency vehicle, in addition to any other equipment required by this ordinance, shall be equipped with signal lamps mounted as high and as widely spaced laterally as practicable, which shall be capable of displaying to the front two alternately flashing red lights located at the same level and to the rear two alternately flashing red lights located at the same level, or in lieu thereof, any such authorized emergency vehicle shall be equipped with at least one rotating or oscillating light, which shall be mounted as high as practicable on such vehicle and which shall display to the front and rear of such vehicle a flashing red light or alternate flashes of red and white lights or red and blue lights in combination. All lights required or authorized by this subsection shall have sufficient intensity to be visible at 500 feet in normal sunlight. Every authorized emergency vehicle may, but need not, be equipped with head lamps which alternatively flash or simultaneously flash.
- (b) A police vehicle when used as an authorized emergency vehicle may, but need not, be equipped with:
  - (1) Head lamps which alternately flash or simultaneously flash;
  - (2) Flashing lights specified in subsection (a), but any flashing lights, used on a police vehicle, other than the flashing lights specified in Section 162, rotating or oscillating lights or alternately flashing head lamps or simultaneously flashing head lamps, shall be red in color; or

- (3) Rotating or oscillating lights, which may display a flashing red light or alternate flashes of red and blue lights in combination.
- (c) A person, partnership, association, corporation, municipality or public official shall not operate, or cause to be operated upon a public highway, road or street within this city, a motor vehicle with a red light, siren or both unless the vehicle has been designated as an authorized emergency vehicle pursuant to K.S.A. 8-2010, and amendments thereto. (K.S.A. 8-1720; K.S.A. 8-2010b)

**Sec. 160.1. Wreckers, Tow Trucks or Car Carriers; Operation of Emergency Lights; When.**

- (a) Wreckers, tow trucks or car carriers designated as authorized emergency vehicles under subsection (c) of K.S.A. 8-2010, and amendments thereto, shall operate such lights authorized under K.S.A. 8-1720, and amendments thereto, only when such wreckers, tow trucks or car carriers are stationary and providing wrecker or towing service at the scene of a vehicle accident or providing emergency service on the side of a highway.
- (b) The provisions of this section shall be part of and supplemental to the uniform act regulating traffic on highways. (K.S.A. 8-2010c)

**Sec. 161. Signal Lamps and Signal Devices.**

- (a) Any vehicle may be equipped and when required under this ordinance shall be equipped with a stop lamp or lamps on the rear of the vehicle which shall display a red or amber light, or any shade of color between red and amber, visible from a distance of not less than 300 feet to the rear in normal sunlight, and which shall be actuated upon application of the service or foot brake, and which may, but need not, be incorporated with one or more other rear lamps.
- (b) Any vehicle may be equipped and when required under this ordinance shall be equipped with electric turn signals which shall indicate an intention to turn by flashing lights showing to the front and rear of a vehicle or on a combination of vehicles on the side of the vehicle or combination toward which the turn is to be made. The lamps showing to the front shall be mounted on the same level and as widely spaced laterally as practicable

and, when signaling, shall emit amber light: Provided, that on any vehicle manufactured prior to July 1, 1973, the lamps showing to the front may emit white or amber light, or any shade of light between white and amber. The lamps showing to the rear shall be mounted on the same level and as widely spaced laterally as practicable, and, when signaling, shall emit a red or amber light, or any shade of color between red and amber. Turn signal lamps shall be visible from a distance of not less than 500 feet to the front and rear in normal sunlight. Turn signal lamps may, but need not be, incorporated in other lamps on the vehicle. (K.S.A. 8-1721)

### **Sec. 162. Vehicular Hazard Warning Lights.**

- (a) Any vehicle may be equipped with lamps for the purpose of warning the operators of other vehicles of the presence of a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking or passing.
- (b) Every bus, truck, truck-tractor, trailer, semi-trailer or pole trailer 80 inches or more in overall width or 30 feet or more in overall length shall be equipped with lamps meeting the requirements of this section.
- (c) Vehicular hazard warning signal lamps used to display such warning to the front shall be mounted at the same level and as widely spaced laterally as practicable and shall display simultaneously flashing amber lights. On any vehicle manufactured prior to January 1, 1969, the lamps showing to the front may display simultaneously flashing white or amber lights, or any shade of color between white and amber. The lamps used to display such warning to the rear shall be mounted at the same level and as widely spaced laterally as practicable, and shall show simultaneously flashing amber or red lights, or any shade of color between amber and red. Such warning lights shall be visible from a distance of not less than 500 feet in normal sunlight.
- (d) Any police vehicle, when used as an authorized emergency vehicle, may be equipped with warning lamps mounted as widely spaced laterally as practicable, either inside such vehicle, in front of the rear window or on the roof of such vehicle, and capable of displaying two alternately flashing amber lights to the rear of such vehicle. Such warning lamps may be used in lieu of or in combination with any other vehicular hazard warning signal lamps used to display such warning to the rear and shall be visible from a distance of not less than 500 feet in normal sunlight.

- (e) Every truck designed and used for collection and disposal of domestic or commercial waste or trash shall be equipped as provided in subsection (c) and shall operate such lamps when collecting or transporting waste or trash and traveling 15 miles per hour or less. (K.S.A. 8-1722)

**Sec. 162.1. Display of Vehicular Hazard Warning Signal Lamps and Warning Devices by Certain Stopped or Disabled Vehicles.**

- (a) Whenever any truck, bus, truck-tractor, trailer, semitrailer or pole trailer eighty (80) inches or more in overall width or thirty (30) feet or more in overall length is stopped upon a roadway or adjacent shoulder, the driver immediately shall actuate vehicular hazard warning signal lamps meeting the requirements of K.S.A. 8-1722. Such lights need not be displayed by a vehicle parked lawfully in an urban district, or stopped lawfully to receive or discharge passengers, or stopped to avoid conflict with other traffic or to comply with the directions of a police officer or an official traffic-control device, or while the devices specified in subsections (b) to (h) are in place.
- (b) Whenever any vehicle of a type referred to in subsection (a) is disabled, or stopped for more than ten (10) minutes, upon a roadway outside of an urban district at any time when lighted lamps are required, the driver of such vehicle shall display the following warning devices, except as provided in subsection (c):
  - (1) A lighted fusee, a lighted red electric lantern or a portable red emergency reflector shall immediately be placed at the traffic side of the vehicle in the direction of the nearest approaching traffic.
  - (2) As soon thereafter as possible but in any event within the burning period of the fusee, the driver shall place three (3) liquid-burning flares, or three (3) lighted red electric lanterns, or three (3) portable red emergency reflectors on the roadway in the following order:
    - (i) One (1) approximately one hundred (100) feet from the disabled vehicle in the center of the lane occupied by such vehicle and toward traffic approaching in that lane.
    - (ii) One (1) approximately one hundred (100) feet in the opposite direction from the disabled vehicle and in the center of the traffic lane occupied by such vehicle.

- (iii) One (1) at the traffic side of the disabled vehicle not less than ten (10) feet rearward or forward thereof in the direction of the nearest approaching traffic. If a lighted red electric lantern or a red portable emergency reflector has been placed at the traffic side of the vehicle in accordance with paragraph (1) of this subsection, it may be used for this purpose.
- (c) Whenever any vehicle referred to in this section is disabled, or stopped for more than ten (10) minutes, within five hundred (500) feet of a curve, hillcrest or other obstruction to view, the warning device in that direction shall be so placed as to afford ample warning to other users of the highway, but in no case less than one hundred (100) feet nor more than five hundred (500) feet from the disabled vehicle.
- (d) Whenever any vehicle of a type referred to in this section is disabled, or stopped for more than ten (10) minutes, upon any roadway of a divided highway during the time lighted lamps are required, the appropriate warning devices prescribed in subsections (b) and (e) shall be placed as follows: One (1) at a distance of approximately two hundred (200) feet from the vehicle in the center of the lane occupied by the stopped vehicle and in the direction of traffic approaching in that lane; one (1) at a distance of approximately one hundred (100) feet from the vehicle, in the center of the lane occupied by the vehicle and in the direction of traffic approaching in that lane; one (1) at the traffic side of the vehicle and approximately ten (10) feet from the vehicle in the direction of the nearest approaching traffic.
- (e) Whenever any motor vehicle used in the transportation of explosives or any cargo tank truck used for the transportation of any flammable liquid or compressed gas is disabled, or stopped for more than ten (10) minutes, at any time and place mentioned in subsection (b), (c) or (d), the driver of such vehicle shall immediately display red electric lanterns or portable red emergency reflectors in the same number and manner specified therein. Flares, fusees or signals produced by flame shall not be used as warning devices for vehicles of the type mentioned in this subsection nor for vehicles using compressed gas as a fuel.
- (f) The warning devices described in subsections (b) to (e) need not be displayed where there is sufficient light to reveal persons and vehicles within a distance of one thousand (1,000) feet.

- (g) Whenever any vehicle described in this section is disabled, or stopped for more than ten (10) minutes, upon a roadway outside of an urban district or upon the roadway of a divided highway at any time when lighted lamps are not required by K.S.A. 8-1703, the driver of the vehicle shall display two (2) red flags as follows:
- (1) If traffic on the roadway moves in two (2) directions, one (1) flag shall be placed approximately one hundred (100) feet to the rear and one (1) flag approximately one hundred (100) feet in advance of the vehicle in the center of the lane occupied by such vehicle.
  - (2) Upon a one-way roadway, one (1) flag shall be placed approximately one hundred (100) feet and one (1) flag approximately two hundred (200) feet to the rear of the vehicle in the center of the lane occupied by such vehicle.
- (h) When any vehicle described in this section is stopped entirely off the roadway and on an adjacent shoulder at any time and place hereinbefore mentioned, the warning devices shall be placed, as nearly as practicable, on the shoulder near the edge of the roadway.
- (i) The flares, fusees, red electric lanterns, portable red emergency reflectors and flags to be displayed as required in this section shall conform with the requirements of K.S.A. 8-1744 applicable thereto.

(K.S.A. 8-1745)

### **Sec. 163. Additional Lighting Equipment.**

- (a) Any motor vehicle may be equipped with not more than two side cowl or fender lamps which shall emit an amber or white light without glare.
- (b) Any motor vehicle may be equipped with not more than one running-board courtesy lamp on each side which shall emit a white or amber light without glare.
- (c) Any motor vehicle may be equipped with one or more back-up lamps, either separately or in combination with other lamps, but any such back-up lamp or lamps shall not be lighted when the motor vehicle is in forward motion.
- (d) Any vehicle 80 inches or more in overall width, if not otherwise required by Section 151, may be equipped with not more than three identification lamps showing to the front which shall emit an amber light without glare.

and not more than three identification lamps showing to the rear which shall emit a red light without glare. Such lamps shall be mounted as specified in subsection (g) of Section 151.

- (e) Any vehicle may be equipped with one or more side marker lamps and any such lamp may be flashed in conjunction with turn or vehicular hazard warning signals. Side marker lamps located toward the front of a vehicle shall be amber and side marker lamps located toward the rear shall be red.
- (f) Any motor vehicle may be equipped with ground effect lighting, except that such lighting shall not flash, be any shade of red nor shall any portion of the bulb or lighting fixture be visible. **Ground effect lighting** means lights placed underneath the motor vehicle for the purpose of illuminating the ground below the motor vehicle creating a halo light effect.
- (g) Any motor vehicle may be equipped with head lamps which alternately flash or simultaneously flash when such motor vehicle is being used as the lead motor vehicle of a funeral procession. A funeral hearse may serve as a funeral lead vehicle. (K.S.A. 8-1723)

#### **Sec. 164. Multiple-Beam Road-Lighting Equipment.**

- (a) Except as hereinafter provided, the head lamps, or the auxiliary driving lamps or the auxiliary passing lamp or combination thereof, on motor vehicles other than motorcycles shall be so arranged that the driver may select at will between distribution of light projected to different elevations, and such lamps may, in addition, be so arranged that such selection can be made automatically, subject to the following limitations:
  - (1) There shall be an uppermost distribution of light or composite beam, so aimed and of such intensity as to reveal persons and vehicles at a distance of at least 450 feet ahead for all conditions of loading.
  - (2) There shall be a lowermost distribution of light, or composite beam, so aimed and of sufficient intensity to reveal persons and vehicles at a distance of at least 150 feet ahead; and on a straight level road under any condition of loading none of the high-intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

- (b) Every new motor vehicle registered in this state which has multiple-beam road-lighting equipment shall be equipped with a beam indicator, which shall be lighted whenever the uppermost distribution of light from the head lamps is in use and shall not otherwise be lighted. Said indicator shall be so designed and located that when lighted it will be readily visible without glare to the driver of the vehicle so equipped. (K.S.A. 8-1724)

### **Sec. 165. Use of Multiple-beam Road-lighting Equipment.**

When a motor vehicle is being operated on a highway or shoulder adjacent thereto during the times specified in Section 144 of this ordinance the driver shall use a distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons and vehicles at a safe distance in advance of the vehicle, subject to the following requirements and limitations:

- (a) When the driver of a vehicle approaches an oncoming vehicle within 500 feet, such driver shall use a distribution of light, or composite beam, so aimed that the glaring rays are not projected into the eyes of the oncoming driver. The lowermost distribution of light, or composite beam, specified in subsection (a)(2) of Section 164 or subsection (b) of Section 187, shall be dimmed to avoid glare at all times, regardless of road contour and loading.
- (b) When the driver of a vehicle approaches another vehicle from the rear, within 300 feet, except when engaged in the act of overtaking and passing, such driver shall use a distribution of light permissible under this article other than the uppermost distribution of light specified in subsection (a)(1) of Section 164 or subsection (b) of Section 187.
- (c) The requirements in subsections (a) and (b) shall not apply to:
  - (1) Authorized emergency vehicles displaying alternately flashing or simultaneously flashing head lamps as provided in Section 160; or
  - (2) School buses displaying alternately flashing or simultaneously flashing head lamps as provided in Section 170. (K.S.A. 8-1725)

**Sec. 166. Single-beam Road-lighting Equipment Permitted on Certain Vehicles.** Head lamp systems which provide only a single distribution of light shall be permitted on all farm tractors, regardless of date of manufacture, and on other motor vehicles manufactured and sold prior to July 1, 1938, in lieu of multiple-beam road-lighting equipment herein specified, if the single distribution of light complies with the following requirements and limitations:

- (a) The head lamps shall be so aimed that when the vehicle is not loaded none of the high intensity portion of the light at a distance of 25 feet ahead shall project higher than a level of five inches below the level of the center of the lamp from which it comes, and in no case higher than 42 inches above the level on which the vehicle stands at a distance of 75 feet ahead.
- (b) The intensity shall be sufficient to reveal persons and vehicles at a distance of at least 200 feet. (K.S.A. 8-1726)

**Sec. 167. Alternate Road-lighting Equipment on Certain Vehicles; Limitations on Speed.** Any motor vehicle may be operated under the conditions specified in Sec. 144 when equipped with two lighted lamps upon the front thereof capable of revealing persons and vehicles 100 feet ahead in lieu of lamps required in Sec. 164 or Sec. 166: Provided, that at no time shall it be operated at a speed in excess of 25 miles per hour. (K.S.A. 8-1727)

**Sec. 168. Number of Driving Lamps Required or Permitted.**

- (a) At all times specified in Section 144 of this ordinance, at least two lighted head lamps shall be displayed, one on each side at the front of every motor vehicle, except when such vehicle is parked, subject to the regulations governing lights on parked vehicles.
- (b) Whenever a motor vehicle equipped with head lamps as herein required is also equipped with any auxiliary lamps or a spot lamp or any other lamp on the front thereof projecting a beam of an intensity greater than 300 candlepower, not more than a total of four of any such lamps on the front of a vehicle shall be lighted at any one time when upon a highway. (K.S.A. 8-1728)

## **Sec. 169. Special Restrictions on Lamps.**

- (a) During the time specified in Section 144, any lighted lamp or illuminating device upon a motor vehicle, other than head lamps, spot lamps, auxiliary lamps, flashing turn signals, and school bus warning lamps, that project a beam of light of an intensity greater than 300 candlepower shall be so directed that no part of the high intensity portion of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than 75 feet from the vehicle.
- (b) Except as required or permitted in Sections 160, 169.1 and 170, no person shall drive or move any vehicle or equipment upon any highway with any lamp or device capable of displaying a red light visible from directly in front of the center thereof, nor shall any vehicle or equipment upon any highway have any lamp or device displaying any color of light visible from directly in front of the center thereof except white or amber or any shade of color between white and amber.
- (c) Flashing lights are prohibited except as authorized or required in Sections 158,1, 160, 161, 162, 163, 170, 171, and 172.
- (d) The flashing lights described in Sections 160, 170, and 171 shall not be used on any vehicle other than a school bus, church bus or day program bus, as defined in Section 171, or an authorized emergency vehicle.
- (e) All lighting devices and reflectors mounted on the rear of any vehicle shall display or reflect a red color, except the stop light or other signal device, which may be red, amber or yellow, and except that the light illuminating the license plate shall be white and the light emitted by a back-up lamp shall be white or amber. (K.S.A. 8-1729)

## **Sec. 169.1. Transportation Network Lighting Device.**

- (a) A driver for a transportation network company, who is logged on to the transportation network company's digital network, may equip the vehicle with a lighting device capable of displaying light visible from directly in front of the center of the vehicle. Such lighting device may display:
  - (1) Steady light; and
  - (2) Light of any color, except red.

The words and phrase used in this section have the meanings respectively ascribed thereto in Section 1 and K.S.A. 8-2702, and amendments thereto, unless a different meaning is plainly required by the context. (K.S.A. 8-1762).

## **Sec. 170. School Buses.**

- (a) Every school bus, in addition to any other equipment and distinctive markings required by this act:
  - (1) Shall be equipped with signal lamps mounted as high and as widely spaced laterally as practicable, which shall display to the front two alternately flashing red lights located at the same level and to the rear two alternately flashing red lights located at the same level, and these lights shall be visible at 500 feet in normal sunlight; and
  - (2) Every new school bus put into initial service after July 1, 2007, shall be equipped with a white flashing strobe light mounted on the roof of such bus to afford optimum visibility.
- (b) Any school bus, in addition to the lights required by subsection (a), may be equipped with:
  - (1) Yellow signal lamps mounted near each of the four red lamps and at the same level but closer to the vertical centerline of the bus, which shall display two alternately flashing yellow lights to the front and two alternately flashing yellow lights to the rear, and these lights shall be visible at 500 feet in normal sunlight. These lights shall be displayed by the school bus driver at least 200 feet, but not more than 1,000 feet, before every stop at which the alternately flashing red lights required by subsection (a) will be actuated; or

- (2) Head lamps which alternately flash on low beam or simultaneously flash on low beam, except such head lamps shall only be activated during daylight hours.
- (c) The provisions of this section shall be subject to the provisions contained in K.S.A. 8-2009a, and amendments thereto. (K.S.A. 8-1730)

**Sec. 171. Lighting Equipment and Warning Devices on Church Buses and Day Care Program Buses.** Any church bus, or day care program bus, in addition to any other equipment and distinctive markings required by law, may be equipped with:

- (a) Signal lamps which conform to the requirements of Section 170, and rules and regulations adopted pursuant thereto; and
- (b) A stop signal arm which conforms to requirements therefor applicable to school buses which have been adopted by rules and regulations of the state board of education. (K.S.A. 8-1730a)

**Sec. 172. Highway Construction and Maintenance Vehicles.** It shall be unlawful to operate any snow removal and other highway maintenance and service equipment on any highway unless the lamps thereon comply with and are lighted when and as required by the standards and specifications adopted by the Secretary of Transportation. (K.S.A. 8-1731)

**Sec. 173. Brakes; Performance Requirements.**

- (a) Every motor vehicle and every combination of vehicles shall have a service braking system which will stop such vehicle or combination within 40 feet from an initial speed of 20 miles per hour on a level, dry, smooth, hard surface.
- (b) Every motor vehicle and combination of vehicles shall have a parking brake system adequate to hold such vehicle or combination on any grade on which it is operated under all conditions of loading, on a surface free from snow, ice or loose material.
- (c) When necessary for the safe operation of any vehicle or class of vehicles, the secretary of transportation may require additional braking systems. Every vehicle must comply with any additional requirements.

- (d) The provisions of this section shall not apply to vehicles registered pursuant to K.S.A. 8-166 *et seq.* and any amendments thereto. (K.S.A. 8-1734)

**Sec. 174. Horns and Warning Devices.**

- (a) Every motor vehicle when operated upon a highway shall be equipped with a horn in good working order and capable of emitting sound audible under normal conditions from a distance of not less than 200 feet, but no horn or other warning device shall emit an unreasonably loud or harsh sound or a whistle. The driver of a motor vehicle shall when reasonably necessary to insure safe operation shall give audible warning with his horn, but shall not otherwise use such horn when upon a highway.
- (b) No vehicle shall be equipped with nor shall any person use upon a vehicle any siren, whistle or bell, except as otherwise permitted in this section.
- (c) Any vehicle may be equipped with a theft alarm signal device which is so arranged that it cannot be used by the driver as an ordinary warning signal. Such a theft alarm signal may use a whistle, bell, horn or other audible signal but shall not use a siren.
- (d) Every authorized emergency vehicle shall be equipped with a siren, whistle, or bell, capable of emitting sound audible under normal conditions from a distance of not less than 500 feet and of a type approved by the secretary of transportation, but such siren shall not be used except when such vehicle is operated in response to an emergency call or in the immediate pursuit of an actual or suspected violator of the law, in which said latter events the driver of such vehicle shall sound said siren when reasonably necessary to warn pedestrians and other drivers of the approach thereof.
- (e) Every truck specifically designed and equipped and used exclusively for garbage, refuse, or solid waste disposal operations shall be equipped with a whistle, bell, or other audible signal. Such whistle, bell, or other audible signal shall be used only when the driver of the truck is backing such truck. Notwithstanding the provisions of this section, a city may adopt an ordinance prohibiting the activation of such whistle, bell, or other audible signal during specific periods of time during the day. (K.S.A. 8-1738)

- (f) Every truck designed and used for collection and disposal of domestic or commercial waste or trash shall be equipped with vehicular hazard warning signal lamps for the purpose of warning the operators of other vehicles of the presence of a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking or passing. Hazard warning signal lamps used to display such warning to the front shall be mounted at the same level and as widely spaced laterally as practicable and shall display simultaneously flashing amber lights. On any vehicle manufactured prior to January 1, 1969, the lamps showing to the front may display simultaneously flashing white or amber lights, or any shade of color between white and amber. The lamps used to display such warning to the rear shall be mounted at the same level and as widely spaced laterally as practicable, and shall show simultaneously flashing amber or red lights, or any shade of color between amber and red. Such warning lights shall be visible from a distance of not less than 500 feet in normal sunlight. (K.S.A. 8-1722)

**Sec. 175. Noise Prevention; Mufflers.**

- (a) Every vehicle shall be equipped, maintained and operated so as to prevent excessive or unusual noise. Every motor vehicle at all times shall be equipped with a muffler or other effective noise suppressing system in good working order and in constant operation, and no person shall use a muffler cutout, bypass or similar device.
- (b) The engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke. (K.S.A. 8-1739)

**Sec. 175.1. Compression Release Engine Braking System.**

- (a) It shall be unlawful for the driver of any motor vehicle to use or cause to be used or operated any compression release engine braking system without such motor vehicle being equipped with a muffler in accordance with Section 175.
- (b) As used in this section, "compression release engine braking system" means a hydraulically operated device that converts a power producing diesel engine into a power absorbing retarding mechanism. (K.S.A. 8-1761)

## **Sec. 176. Mirrors.**

- (a) Every motor vehicle shall be equipped with a mirror mounted on the left side of the vehicle and so located as to reflect to the driver a view of the highway to the rear of the vehicle.
- (b) Every motor vehicle, except a motorcycle, shall be equipped with an additional mirror mounted either inside the vehicle approximately in the center or outside the vehicle on the right side and so located as to reflect to the driver a view of the highway to the rear of the vehicle.
- (c) All mirrors required by regulations of the United States department of transportation shall be maintained in good condition. (K.S.A. 8-1740)

## **Sec. 177. Windshields Must Be Unobstructed and Equipped with Wipers; Eye Protection.**

- (a) No person shall drive any motor vehicle with any sign, poster or other nontransparent material upon the front windshield, side wings, side or rear windows of such vehicle which substantially obstructs, obscures or impairs the driver's clear view of the highway or any intersecting highway.
- (b) No person shall drive any motor vehicle with a damaged front windshield or side or rear windows which substantially obstructs the driver's clear view of the highway or any intersecting highway.
- (c) The windshield on every motor vehicle shall be equipped with a device for cleaning rain, snow or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle.
- (d) Every windshield wiper upon a motor vehicle shall be maintained in good working order. (K.S.A. 8-1741)

## **Sec. 178. Restrictions as to Tire Equipment.**

- (a) Every solid rubber tire on a vehicle shall have rubber on its entire traction surface at least one inch thick above the edge of the flange of the entire periphery.
- (b) No person shall operate or move on any highway any motor vehicle, trailer, or semitrailer having any metal tire in contact with the roadway.
- (c) No tire on a vehicle moved on a highway shall have on its periphery any protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire, except that it shall be permissible to use:
  - (1) Farm machinery with tires having protuberances which will not injure the highway;
  - (2) Tire chains of reasonable proportions upon any vehicle when required for safety because of snow, ice or other conditions tending to cause a vehicle to skid;
  - (3) Studded traction equipment upon any vehicle when required for safety because of snow, ice or other conditions tending to cause a vehicle to skid; or
  - (4) Pneumatic tires having metallic or nonmetallic studs designed to improve traction without materially injuring the surface of the highway. To qualify under paragraph (3) or (4), such tires or studded traction equipment shall be approved by the secretary of transportation by adoption of rules and regulations, and their use may be limited to certain months or types of vehicles by such rules and regulations.
- (d) The governing body may issue special permits authorizing the operation upon a highway of traction engines or tractors having movable tracks with transverse corrugations upon the periphery of such movable tracks or farm tractors or other farm machinery, the operation of which upon a highway would otherwise be prohibited under this ordinance.
- (e) It is unlawful for any person to operate a motor vehicle or combination of vehicles having one or more tires in

an unsafe condition. A solid rubber tire is in an unsafe condition if it does not comply with the provisions of subsection (a). A pneumatic tire is in an unsafe condition if it has:

- (1) Any part of the ply or cord exposed;
  - (2) Any bump, bulge or separation;
  - (3) A tread design depth of less than one-sixteenth (1/16) inch measured in any two or more adjacent tread grooves, exclusive of tie bars, or, for those tires with tread wear indicators worn to the level of the tread wear indicators in any two tread grooves;
  - (4) A marking "not for highway use" or "for racing purposes only" or "unsafe for highway use";
  - (5) Tread or sidewall cracks, cuts or snags deep enough to expose the body cord;
  - (6) Been regrooved or recut below the original tread design depth, excepting special taxi tires which have extra undertread rubber and are identified as such; or
  - (7) Such other conditions as may be reasonably demonstrated to render it unsafe.
- (f) The provisions of subsection (e) shall not apply to a vehicle or combination of vehicles being transported by a wrecker or tow truck.
- (g) It shall be unlawful for any person to operate a vehicle with a single tire on any hubs configured for a dual tire assembly. The provisions of this subsection shall not apply:
- (1) To any truck registered for a gross weight of 20,000 pounds or less;
  - (2) To any vehicle or combination of vehicles operating with wide-base single tires, as defined in K.S.A. 8-1742b, and amendments thereto, on any hubs configured for a dual tire assembly;
  - (3) To any single axle with hubs configured for a dual tire assembly when such single axle does not exceed 9,000 pounds and is a part of a triple-axle combination; or
  - (4) In cases of emergency.
- (h) No person in the business of selling tires shall sell or offer for sale for highway use any tire which is in unsafe condition or which has tread depth of less than one-sixteenth (1/16) inch measured as specified in subsection (e). (K.S.A. 8-1742; K.S.A. 8-1742a)

## **Sec. 178.1. Wide-Base Single Tires.**

- (a) The following shall apply where wide-base single tires are used in the operation of any vehicle or combination of vehicles:
  - (1) The maximum load for a wide-base single tire on a steering axle shall not exceed 600 pounds per inch of tire section width. The maximum load for a wide-base single tire on any other axle shall not exceed 575 pounds per inch of tire section width;
  - (2) No wide-base single tire shall exceed the load designated by the manufacturer; and
  - (3) The maximum tire inflation pressures shall be as designated by the manufacturer.
- (b) The provisions of paragraph (1) of subsection (a) shall apply to all wide-based single tires purchased after July 1, 1993.
- (c) Any conviction or forfeiture of bail or bond for any violation of this section shall not be construed as a moving traffic violation for the purpose of K.S.A. 8-255, and amendments thereto. (K.S.A. 8-1742b)

## **Sec. 179. Spilling Loads on Highways Prohibited.**

- (a) No vehicle shall be driven or moved on any highway unless such vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking or otherwise escaping therefrom, except that:
  - (1) This section shall not prohibit the necessary spreading of any substance in highway maintenance or construction operations; and
  - (2) (A) Subsections (a) and (c) shall not apply to:
    - (i) trailers or semitrailers when hauling livestock if such trailers or semitrailers are properly equipped with a cleanout trap and such trap is operated in a closed position unless material is intentionally spilled when the trap is in a closed position; or
    - (ii) trucks, trailers or semitrailers when hauling agricultural forage commodities intrastate from the place of production to a market or place of storage or from a place of storage to a place of use. The provisions of this clause shall not apply to trucks, trailers or semitrailers hauling:

- (a) Hay bales; or
- (b) other packaged or bundled forage commodities.
- (iii) trucks, trailers or semitrailers when hauling cotton bales transported by the producer intrastate from the place of production or storage to a market, place of storage or place of use if:
  - (a) cotton bales are fully loaded from front to back on such truck, trailer or semitrailer in a single layer;
  - (b) the truck, trailer, or semitrailer is equipped with cradles; and
  - (c) the truck, trailer or semitrailer is equipped with stakes, side boards or side posts that are not less than 12 inches high.
- (B) Paragraph (2)(A)(i) shall not apply to trailers or semitrailers used for hauling livestock when livestock are not being hauled in such trailers or semitrailers.
- (b) All trailers or semitrailers used for hauling livestock shall be cleaned out periodically.
- (c) No person shall operate on any highway any vehicle with any load unless such load and any covering thereon is securely fastened so as to prevent the covering or load from becoming loose, detached or in any manner a hazard to other users of the highway. (K.S.A. 8-1906)

**Sec. 180. Trailers and Towed Vehicles; Drawbar Connections and Safety Hitch.**

- (a) When one vehicle is towing another, the drawbar, tow bar or other connections shall be of sufficient strength to pull, stop and hold all weight towed thereby, and so designed, constructed and installed as to insure that any vehicle or motor vehicle towed on a level, smooth, paved surface will follow in the path of the towing vehicle when it is moving in a straight line. In addition to the drawbar connections between any two such vehicles, there shall be provided an adequate safety hitch.
- (b) When one vehicle is towing another and the connection consists of a chain, rope or cable, there shall be displayed upon such connection a white flag or cloth not less than 12 inches square.

- (c) Motor vehicles in transit may be transported in combination by means of tow bar, saddle-mount or full-mount mechanisms, utilizing the motive power of one of the motor vehicles in such combination, except that not more than two vehicles in any such combination of motor vehicles in transit may be connected by means of a tow bar mechanism. Whenever motor vehicles are transported as authorized in this subsection, such motor vehicles shall be connected securely in combination in accordance with rules and regulations adopted by the secretary of transportation, and any combination of such motor vehicles shall comply with the limitations prescribed by K.S.A. 8-1904, and amendments thereto.
- (d) Except as otherwise provided in subsection (c), not more than three vehicles, including the towing vehicle, in any combination of vehicles may be connected by means of a tow bar mechanism, and if the three such vehicles are connected by tow bar mechanisms, the tow bar mechanism between the towing vehicle and the first towed vehicle shall be equipped with an anti-sway mechanism. In addition, the second towed vehicle of every combination of vehicles so connected shall be equipped with service brakes acting on the wheels of at least one axle, and which are of a type approved by the secretary of transportation and of such character as to be applied automatically and promptly. (K.S.A. 8-1907)

### **Sec. 181. One-Way Glass and Sun Screening Devices.**

- (a) No motor vehicle required to be registered in this state and that is operated on the highways of this city shall be equipped with one-way glass or any sun screening device, as defined in Section 1, and used in conjunction with windshields, side wings, side windows or rear windows that do not meet the following requirements:
  - (1) A sun screening device when used in conjunction with the windshield shall be nonreflective and shall not be red, yellow or amber in color. A sun screening device shall be used only along the top of the windshield and shall not extend downward beyond the AS1 line which is clearly defined and marked;
  - (2) A sun screening device when used in conjunction with the side wings or side windows located at the immediate right and left of the driver, the side windows behind the driver and the rear most window shall be nonreflective; and

- (3) The total light transmission shall not be less than 35% when a sun screening device is used in conjunction with other existing sun screening devices.
- (b) Subsection (a) (3) shall not apply to a window of a law enforcement motor vehicle.
  - (c) The provisions of subsection (a) shall not apply to the installation, affixation or application of a clear, colorless and transparent material that may be installed, affixed or applied to the windshields, side wings, side windows or rear windows of a motor vehicle if the following conditions are met:
    - (1) The material has a minimum visible light transmittance of 78%;
    - (2) The window glazing with the material applied meets all requirements of federal motor vehicle safety standard no. 205, including the specified minimum light transmittance of 70% and the abrasion resistance of AS-14 glazing, as specified in that federal standard;
    - (3) The material is designed and manufactured to enhance the ability of the existing window glass to block the sun's harmful ultraviolet A or B rays;
    - (4) The driver or occupant of the vehicle possesses a signed statement from a licensed physician or licensed optometrist that:
      - (A) Identifies with reasonable specificity the driver or occupant of the vehicle; and
      - (B) States that, in the physician's or optometrist's professional opinion, the equipping of the vehicle with the material is necessary to safeguard the health of the driver or occupant of the vehicle; and
      - (C) If the material described in this subsection tears or bubbles, or is otherwise worn to prohibit clear vision, it shall be removed or replaced.
- (d) Any driver who is issued a citation for failure to possess a signed statement pursuant to subsection (c)(4) shall have 60 days to either produce in court a signed statement or remove the material described in subsection (c). If such driver produces the signed statement or submits proof to the satisfaction of the court that the material described in subsection (c) has been removed, then the court shall dismiss the citation.

- (e) This section shall not prohibit labels, stickers or other informational signs that are required or permitted by law.
- (f) No motor vehicle required to be registered in this state that is operated on the highways of this city shall be equipped with head lamps that are covered with any sun screening device, adhesive film or other glaze or application which, when such lamps are not in operation, is highly reflective or otherwise nontransparent.
- (g) Any person violating the provisions of (a) or (f) of this section shall be in violation of this ordinance and punished as provided in Section 201.
- (h) Any person who installs a sun screening device on a motor vehicle which is not in compliance with the provisions of this section, upon conviction, shall be guilty of a violation of this ordinance and shall be punished by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment. (K.S.A. 8-1749a; K.S.A. 8-1749c)

### **Sec. 182. Child Passenger Safety Restraining System.**

- (a) Every driver who transports a child under the age of 14 years in a passenger car or an autocycle on a highway shall provide for the protection of such child by properly using:
  - (1) For a child under the age of four years an appropriate child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213;
  - (2) For a child four years of age, but under the age of eight years and who weighs less than 80 pounds or is less than 4 feet 9 inches in height, an appropriate child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213; or
  - (3) For a child 8 years of age but under the age of 14 years or who weighs more than 80 pounds or is more than 4 feet 9 inches in height, a safety belt manufactured in compliance with federal motor vehicle safety standard no. 208.

- (b) If the number of children subject to the requirements of subsection (a) exceeds the number of passenger securing locations available for use by children affected by such requirements, and all of these securing locations are in use by children, then there is not a violation of this section.
- (c) If a securing location only has a lap safety belt available, the provisions of subsection (a)(2) shall not apply and the child shall be secured in accordance with the provisions of subsection (a)(3).
- (d) It shall be unlawful for any driver to violate the provisions of subsection (a) and upon conviction such driver shall be punished by a fine of \$60. The failure to provide a child safety restraining system or safety belt for more than one child in the same passenger car or autocycle at the same time shall be treated as a single violation. Any conviction under the provisions of this subsection shall not be construed as a moving traffic violation for the purpose of K.S.A. 8-255, and amendments thereto.
- (e) The \$60 fine provided for in subsection (d) shall be waived if the driver convicted of violating subsection (a) (1) or (a)(2) provides proof to the court that such driver has purchased or acquired the appropriate and approved child passenger safety restraining system. At the time of issuing the citation for a violation of subsection (a)(1) or (a)(2), the law enforcement officer shall notify the driver of the waiver provisions of this subsection.
- (f) No driver charged with violating the provisions of this section shall be convicted if such driver produces in the office of the arresting officer or in court proof that the child was 14 years of age or older at the time the violation was alleged to have occurred.
- (g) Evidence of failure to secure a child in a child passenger safety restraining system or a safety belt under the provisions of this section shall not be admissible in any action for the purpose of determining any aspect of comparative negligence or mitigation of damages.

- (h) As used in this section **passenger car** means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying 10 passengers or fewer, including vans, but does not include a motorcycle, a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than 12,000 pounds or a farm truck registered for a gross weight of more than 16,000 pounds. (K.S.A. 8-1343a & 8-1345)

### **Sec. 182.1. Seat Belts.**

- (a) Except as provided in subsection (b):
- (1) Each occupant of either a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208 or an auticycle, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion; and
  - (2) Each occupant of either a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208 or an auticycle, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.
- (b) This section does not apply to:
- (1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;
  - (2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes; or
  - (3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes.

- (c) Law enforcement officers shall not stop drivers for violations of subsection (a)(1) by a backseat occupant in the absence of another violation of law. A citation for violation of subsection (a)(1) by a backseat occupant shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.
- (d)
  - (1) Persons convicted of violating subsection (a)(1) shall be guilty of a traffic infraction and fined \$30 and no court costs; and
  - (2) Persons convicted of violating subsection (a)(2) shall be guilty of a traffic infraction and fined \$60 and no court costs.
- (e) As used in this section, **passenger car** means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying 10 passengers or fewer, including vans, but does not include a motorcycle or a motor-driven cycle. (K.S.A. 8-2502 - 8-2504; K.S.A. 8-2116)

#### **Sec. 182.1.2. Safety Belts and Shoulder Harnesses.**

- (a) Every passenger car manufactured or assembled after January 1, 1965, shall be equipped with at least two (2) lap-type safety belt assemblies for use in the front seating positions.
- (b) Every passenger car manufactured or assembled after January 1, 1968, shall be equipped with a lap-type safety belt assembly for each permanent passenger seating position. This requirement shall not apply to police vehicles.
- (c) Every passenger car manufactured or assembled after January 1, 1968, shall be equipped with at least two (2) shoulder harness-type safety belt assemblies for use in the front seating positions.
- (d) The secretary of transportation shall except specified types of motor vehicles or seating positions within any motor vehicle from the requirements imposed by subsections (a) to (c) when compliance would be impractical.

- (e) No person shall distribute, have for sale, offer for sale or sell any safety belt or shoulder harness for use in motor vehicles unless it meets current minimum standards and specifications approved by the secretary of transportation. (K.S.A. 8-1749)

**Sec. 182.2. Unlawful Riding on Vehicles; Persons Under Age 14.**

- (a) It shall be unlawful for any person under the age of 14 years to ride on any vehicle or upon any portion thereof not designed or intended for use of passengers when the vehicle is in motion.
- (b) It shall be unlawful for the operator of any vehicle to allow any person under the age of 14 years to ride on any vehicle or upon any portion thereof not designed or intended for the use of passengers when the vehicle is in motion.
- (c) This section shall not apply to:
  - (1) An employee under the age of 14 years engaged in the necessary discharge of the employee's duty within truck bodies in space intended for merchandise or cargo; or
  - (2) When the vehicle is being operated in parades, caravans or exhibitions which are officially authorized or otherwise permitted by law.
- (d) The provisions of subsections (a) and (b) shall apply only when a vehicle is being operated within the corporate limits of the city. (K.S.A. 8-1578a)

**Ref.:** For Persons 14 Years of Age and Older see Sec. 115.

**Article 18. Equipment on Motorcycles  
and Motor-Driven Cycles**

**Sec. 183. Head Lamps.**

- (a) Every motorcycle and every motor-driven cycle shall be equipped with at least one head lamp which shall comply with the requirements and limitations of this article.
- (b) Every head lamp upon every motorcycle and motor-driven cycle shall be located at a height of not more than 54 inches nor less than 24 inches to be measured as set forth in subsection (b) of Section 145.
- (c) Any headlamp, required by this section, may be wired with a headlamp modulation system provided the headlamp modulation system complies with federal standards established by 49 C.F.R. § 571.108. (K.S.A. 8-1801)

**Ref.:** Sec. 35.

**Sec. 184. Tail Lamps.**

- (a) Every motorcycle and motor-driven cycle shall have at least one tail lamp which shall be located at a height of not more than 72 nor less than 15 inches.
- (b) Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of 50 feet to the rear. Any tail lamp or tail lamps, together with any separate lamp or lamps for illuminating the rear registration plate, shall be so wired as to be lighted whenever the head lamps or auxiliary driving lamps are lighted. (K.S.A. 8-1802)

**Sec. 185. Reflectors.** Every motorcycle and motor-driven cycle shall carry on the rear, either as part of the tail lamp or separately, at least one red reflector meeting the requirements of subsection (b) of Section 140. (K.S.A. 8-1803)

## **Sec. 186. Stop Lamps.**

- (a) Every motorcycle and motor-driven cycle shall be equipped with at least one stop lamp meeting the requirements of subsection (a) of Section 161.
- (b) Every motorcycle manufactured after January 1, 1973, shall be equipped with electric turn signals meeting the requirements of subsection (b) of Section 161. Motor-driven cycles may, but need not, be equipped with electric turn signals.
- (c) In addition to the lamps otherwise permitted by this article, a motorcycle may be equipped with lamps on the sides thereof, visible from the side of the motorcycle but not from the front or the rear thereof, which lamps, together with mountings or receptacles, shall be set into depressions or recesses in the body or wheel of the motorcycle and shall not protrude beyond or outside the body or the wheel of the motorcycle. The light source may emit only white, amber or red light without glare. (K.S.A. 8-1804)

**Sec. 187. Multiple-beam Road-lighting Equipment.** Every motorcycle, other than a motor-driven cycle, shall be equipped with multiple-beam road-lighting equipment. Such equipment shall:

- (a) Reveal persons and vehicles at a distance of at least 300 feet ahead when the uppermost distribution of light is selected; and
- (b) Reveal persons and vehicles at a distance of at least 150 feet ahead when the lowermost distribution of light is selected, and on a straight, level road under any condition of loading, none of the high intensity portion of the beam shall be directed to strike the eyes of an approaching driver. (K.S.A. 8-1805)

**Sec. 188. Lighting Equipment for Motor-Driven Cycles.** The head lamp or head lamps upon every motor-driven cycle may be of the single-beam or multiple-beam type, but in either event shall comply with the requirements and limitations as follows:

- (a) Every such head lamp or head lamps on a motor-driven cycle shall be of sufficient intensity to reveal persons and vehicles at a distance of not less than 100 feet when the

motor-driven cycle is operated at any speed less than 25 miles per hour, and at a distance of not less than 200 feet when the motor-driven cycle is operated at a speed of 25 or more miles per hour, and at a distance of not less than 300 feet when the motor-driven cycle is operated at a speed of 35 or more miles per hour.

- (b) In the event the motor-driven cycle is equipped with a multiple-beam head lamp or head lamps, such equipment shall comply with the requirements of Section 187.
- (c) In the event the motor-driven cycle is equipped with a single-beam lamp or lamps, such lamp or lamps shall be so aimed that when the vehicle is loaded none of the high-intensity portion of light, at a distance of 25 feet ahead, shall project higher than the level of the center of the lamp from which it comes. (K.S.A. 8-1806)

**Ref.:** Sec. 35.

**Sec. 189. Brake Equipment Required.** Every motorcycle and motor-driven cycle shall comply with the provisions of subsection (a) of Section 173, except that the wheel of a sidecar attached to a motorcycle or to a motor-driven cycle, and the front wheel of a motor-driven cycle need not be equipped with brakes: provided, that such motorcycle or motor-driven cycle is capable of complying with the performance requirements of this article. (K.S.A. 8-1807)

**Sec. 190. Performance Ability of Brakes.** Upon application of the service brake, every motorcycle and motor-driven cycle, at all times and under all conditions of loading, shall be capable of stopping from a speed of 20 miles per hour in not more than 30 feet, such distance to be measured from the point at which movement of the service brake pedal or control begins.

Tests for stopping distance shall be made on a dry smooth, hard and substantially level surface, not to exceed 1% grade, that is free from loose material. (K.S.A. 8-1808)

**Sec. 190.1. Approval of Braking Systems on Motor-driven Cycles; Suspension or Revocation of Registration; Prohibited.**

- (a) The secretary of transportation is authorized to require an inspection of the braking system on any motor-driven cycle and to disapprove the braking system on any such vehicle which it finds will not comply with the performance ability standard set forth in K.S.A. 8-1808, or which in the opinion of the secretary is equipped with a braking system that is not so designed or constructed as to insure reasonable and reliable performance in actual use.
- (b) The director may refuse to register or may suspend or revoke the registration of any vehicle referred to in this section when the secretary of transportation determines that the braking system thereon does not comply with the provisions of this section.
- (c) No person shall operate on any highway any vehicle referred to in this section in the event the secretary of transportation has disapproved the braking system upon such vehicle. (K.S.A. 8-1809)

**Sec. 191. Other Equipment.**

- (a) Every motorcycle and every motor-driven cycle shall comply with the requirements and limitations of Section 174 on horns and warning devices, Section 175 on noise prevention and mufflers, Section 176 on mirrors and Section 178 on tires.
- (b) Every motorcycle and every motor-driven cycle shall comply with the requirements and limitations contained in this article, and unless otherwise specifically made applicable, motorcycles and motor-driven cycles shall not be subject to the requirements and limitations imposed elsewhere in this ordinance with respect to equipment on vehicles. (K.S.A. 8-1810)

## **Article 19. Driver's License and Vehicle Tags**

### **Sec. 192. Driver's License.**

- (a) No person, except those expressly exempted, shall drive any motor vehicle or motorized bicycle upon any highway in this city unless such person has a valid driver's license.
- (b) Any person operating in this city a motor vehicle, shall be the holder of a driver's license that is classified for the operation of such motor vehicle, and any person operating in this city a motorcycle that is registered in the state of Kansas shall be the holder of a class M driver's license.
- (c) No person shall drive any motorized bicycle upon a highway of this state unless such person: (1) Has a valid driver's license, that entitles the licensee to drive a motor vehicle in any class or classes; (2) is at least 15 years of age and has passed the written and visual examinations required for obtaining a class C driver's license, in which case the division shall issue to such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles; or (3) has had their driving privileges revoked under K.S.A. 8-286, and amendments thereto, has not had a test refusal or test failure or alcohol or drug-related conviction, as those terms are defined in K.S.A. 8-1013, and amendments thereto, in the last five years, has not been convicted of a violation of K.S.A. 8-1568(b), and amendments thereto, in the last five years and has made application to the division for issuance of a class C license for the operation of motorized bicycles, in accordance with paragraph (2), in which case the division shall issue such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles. As used in this subsection, "motorized bicycle" shall have the meaning ascribed to it in K.S.A. 8-126, and amendments thereto.
- (d) Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment. (K.S.A. 8-235)

### **Sec. 193. Driver's License in Possession.**

- (a) Every licensee shall have such person's driver's license in such person's immediate possession at all times when operating a motor vehicle. However, no person charged with violating this subsection shall be convicted if such person produces in court or the office of the arresting officer a driver's license theretofore issued to such person and valid at the time of arrest.
- (b) Every licensee operating a motor vehicle shall promptly deliver such person's driver's license upon demand of any law enforcement officer when the license is in such person's immediate possession at the time of the demand. (K.S.A. 8-244)

### **Sec. 194. Driving While License Canceled, Suspended or Revoked; Penalty.**

- (a) (1) Except as provided in subsections (a)(3), (a)(4), and (b), any person who drives a motor vehicle on any street or highway at a time when such person's privilege so to do is canceled, suspended or revoked or while such person's privilege to obtain a driver's license is suspended or revoked pursuant to K.S.A. 8-252a and amendments thereto, shall upon a first conviction be punished by imprisonment for not more than six months or fined not to exceed \$1,000, or both such fine and imprisonment. On a second or subsequent conviction of a violation of this section such person shall be punished by imprisonment for not more than one year or fined not to exceed \$2,500, or both such fine and imprisonment. In addition to any other criminal penalties provided by law, any person convicted of a violation of this section shall be subject to a fine of not less than \$100.
- (2) No person shall be convicted under this section if such person was entitled at the time of arrest under K.S.A. 8-257, and amendments thereto, to the return of such person's driver's license.
- (3) Except as provided in subsection (a)(4) or (b), every person convicted of a violation of this section, committed while the person's privilege to drive or privilege to obtain a driver's license was suspended or revoked for any violation other than a violation of K.S.A. 8-2110, and amendments thereto, or any ordinance of any city, resolution of

any county or a law of another state that prohibits the acts prohibited by those statutes other than K.S.A. 8-2110, and amendments thereto, shall be sentenced to at least five days of confinement and, upon a second conviction shall not be eligible for parole until completion of five days of confinement.

- (4) Except as provided in subsection (b), if a person:
- (A) Is convicted of a violation of this section, committed while the person's privilege to drive or privilege to obtain a driver's license was suspended or revoked for a violation of K.S.A. 8-2,144 or K.S.A. 8-1567, and amendments thereto, or any ordinance of any city, resolution of any county or a law of another state that prohibits the acts prohibited by those statutes; and
  - (B) Is or has been also convicted of a violation of K.S.A. 8-2,144 or K.S.A. 8-1567, and amendments thereto, or any ordinance of any city, resolution of any county or law of another state, that prohibits the acts prohibited by those statutes, committed while the person's privilege to drive or privilege to obtain a driver's license was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least 90 days of confinement, and any fine imposed on such person shall be in addition to such a term of confinement.
- (b) (1) A person on a third or subsequent conviction of this section shall be sentenced to not less than 90 days of confinement and fined not less than \$1,500 if such person's privilege to drive a motor vehicle is canceled, suspended, or revoked because such person:
- (A) Refused to submit and complete any test of blood, breath, or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;
  - (B) Was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, relating to motor vehicle liability insurance coverage;

- (C) Was convicted of vehicular homicide, K.S.A. 21- 3405, prior to its repeal or K.S.A. 21- 5406, and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal or involuntary manslaughter as defined in K.S.A. 21- 5405(a)(3) and (a) (5), and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle; or
  - (D) Was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto.
- (2) The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least 90 days of confinement. The 90 days of confinement mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours of confinement and only if such work release program requires such person to return to confinement at the end of each day in the work release program. The court may place the person convicted under a house arrest program or any municipal ordinance to serve the remainder of the minimum sentence only after such person has served 48 consecutive hours of confinement.
- (c) For the purposes of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section, **conviction** includes a conviction of a violation of any ordinance of any city, resolution of any county or a law of any state that is in substantial conformity with this section. (K.S.A. 8-262)

### **Sec. 195. Driving in Violation of Restrictions.**

- (a) No person shall operate a motor vehicle in violation of the restrictions on any driver's license or permit imposed pursuant to any statute.
- (b) Except as provided in subsection (c):
  - (1) Any person guilty of violating this section, upon the first conviction, shall be fined not to exceed \$250, and the court shall suspend such person's privilege to operate a motor vehicle for not less than 30 days and not more than two years.

- (2) Any person guilty of violating this section, upon a second or subsequent conviction, shall be fined not to exceed \$500, and the court shall suspend such person's privilege to operate a motor vehicle for not less than 90 days and not more than two years.
- (c) Any person guilty of violating this section, for violating restrictions on a driver's license or permit imposed pursuant to K.S.A. 8-237, 8-296, 8-2,100, or 8-2,101, and amendments thereto:
  - (1) Upon first conviction, the court shall suspend such person's privilege to operate a motor vehicle for 30 days;
  - (2) Upon a second conviction, the court shall suspend such person's privilege to operate a motor vehicle for 90 days; and
  - (3) Upon a third or subsequent conviction, the court shall suspend such person's privilege to operate a motor vehicle for one year.
- (d) Nothing in this section shall limit the court in imposing penalties, conditions or restrictions authorized by any other ordinance arising from the same occurrence in addition to penalties and suspensions imposed under this section. (K.S.A. 8-291)

**Ref.:** Procedure for Imposing Restrictions, K.S.A. 8-292.

**Sec. 195.1. Operation of a Motor Vehicle When a Habitual Violator.** Except as allowed under subsection (d)(4) of K.S.A. 8-235, and amendments thereto, operation of a motor vehicle in this state when one's driving privileges are revoked pursuant to K.S.A. 8-286, and amendments thereto shall be punished by imprisonment for not more than one year or fined not to exceed \$2,500, or both such fine and imprisonment. The person found guilty of a third or subsequent conviction of this section shall be sentenced to not less than 90 days' imprisonment and fined not less than \$1,500. The person convicted shall not be eligible for release on probation, suspension, or reduction of sentence or parole until the person has served at least 90 days' imprisonment. The 90 days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The court may place the person convicted under a house arrest program or any municipal ordinance to serve the remainder of the minimum sentence only after such person has served 48 consecutive hours' imprisonment. (K.S.A. 8-287)

**Sec. 196. Unauthorized Operator.** No person shall authorize or knowingly permit a motor vehicle owned by him or her or under such person's control to be driven upon any highway by any person who has no legal right to do so, or who does not have a valid driver's license. (K.S.A. 8-264)

**Sec. 197. Unauthorized Minors.** No person shall cause or knowingly permit his or her child or ward under the age of 18 years to drive a motor vehicle upon any highway when such minor person is not authorized under the laws of Kansas to drive a vehicle. (K.S.A. 8-263)

**Sec. 198. Vehicle License; Illegal Tag.**

(a) It shall be unlawful for any person to:

- (1) Operate, or for the owner thereof knowingly to permit the operation, upon a highway of any vehicle which is not registered, or for which a certificate of title has not been issued or which does not have attached thereto and displayed thereon the license plate or plates assigned thereto by the division for the current registration year, including any registration decal required to be affixed to any such license plate pursuant to K.S.A. 8-134, and amendments thereto, subject to the exemptions allowed in K.S.A. 8-135 and 8-198, and amendments thereto. A violation of this subsection (1) by a person unlawfully claiming that a motor vehicle is exempt from registration as a self-propelled crane under K.S.A. 8-128(b) and amendments thereto, shall constitute a violation punishable by a fine of not less than \$500. A person shall not be charged with a violation of this subsection (1) for failing to display a registration decal on any vehicle except those included under K.S.A. 8-1,101 and K.S.A. 8-143m and 8-1,152, and amendments thereto, up to and including the 10th day following the expiration of the registration if the person is able to produce a printed payment receipt or electronic payment receipt from an online electronic payment processing system for the current 12-month registration period. Any charge for failing to display a registration decal up to and including the 10th day following the expiration of the registration shall be dismissed if the person produces in court a registration receipt for the current 12-month registration period which was valid at the time of arrest.

- (2) Display or cause or permit to be displayed, or to have in possession, any registration receipt, certificate of title, registration license plate, registration decal, accessible parking placard or accessible parking identification card knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an ordinance violation punishable by a fine of not less than \$100 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection (2). This subsection (2) shall not apply to the possession of:
  - (A) Model year license plates displayed on antique vehicles as allowed under K.S.A. 8-172, and amendments thereto; or
  - (B) Distinctive license plates allowed under K.S.A. 8-1,147, and amendments thereto.
- (3) Lend to, or knowingly permit the use by, one not entitled thereto any registration receipt, certificate of title, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate or plates or any other mark of identification upon any vehicle. License plates shall be kept clean and they shall be placed on all vehicles within the city as required by law so as to be plainly legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any vehicle not lawfully issued for such vehicle.

- (b) Any person violating subsections (1), (2) or (3) shall be punished by a fine not exceeding \$2,500, or by imprisonment for not less than 30 days nor more than six months, or by both such fine and imprisonment. Any person violating subsections (4) or (5) shall be punished as provided in section 201(d) of this ordinance. (K.S.A. 8-142; K.S.A. 8-149)

### **Sec. 199. Unlawful Use of License.**

- (a) It shall be unlawful for any person, for any purpose, to:
  - (1) Display or cause or permit to be displayed or have in possession any fictitious or fraudulently altered driver's license.

- (2) Lend any driver's license to any other person or knowingly permit the use thereof by another.
  - (3) Display or represent as the person's own, any driver's license not issued to the person.
  - (4) Fail or refuse to surrender to any police officer upon lawful demand any driver's license which has been suspended, revoked or canceled.
  - (5) Permit any unlawful use of driver's license issued to the person.
  - (6) Photograph, photostat, duplicate or in any way reproduce any driver's license or facsimile thereof in such a manner that it could be mistaken for a valid driver's license or display or have in possession any such photograph, photostat, duplicate, reproduction or facsimile unless authorized by law.
  - (7) Display or possess any photograph, photostat, duplicate or facsimile of a driver's license unless authorized by law.
  - (8) Display or cause or permit to be displayed any canceled, revoked or suspended driver's license.
- (b) Violation of paragraphs (1) or (8) of subsection (a) is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment. Violation of paragraphs (2), (3), (4), (5), (6) or (7) of subsection (a) is punishable by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment.
- (c) It shall be unlawful for any person to:
- (1) Lend any driver's license to, or knowingly permit the use of, any driver's license by any person under 21 years of age for use in the purchase of any alcoholic liquor.
  - (2) Lend any driver's license to, or knowingly permit the use of, any driver's license by a person under the legal age for consumption of cereal malt beverage for use in the purchase of any cereal malt beverage.
  - (3) Display, or cause to be displayed, or have in possession any fictitious or fraudulently altered driver's license by any person under 21 years of age for use in the purchase of any alcoholic liquor or cereal malt beverage.

- (d) (1) Upon a first conviction of a violation of any provision of subsection (c) a person shall be sentenced to not less than 100 hours of public service and fined not less than \$200 nor more than \$500.
- (2) On a second or subsequent conviction of a violation of any provision of subsection (c), a person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment.
- (e) The provisions of this section shall apply to any driver's license, whether issued under the laws of this state or issued under the laws of another state or jurisdiction.  
(K.S.A. 8-260)

### **Sec. 200. Motor Vehicle Liability Insurance.**

- (a) Every owner shall provide motor vehicle liability insurance coverage in accordance with the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle: (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104 (f); (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school; (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or (4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*
- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.

- (d) (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall transmit a copy of the insurance verification form prescribed by the secretary of revenue with the copy of the citation transmitted to the court.
- (2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.
- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c) or (d) shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such

evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.

- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 nor more than \$1,000 or by imprisonment for a term of not more than six months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three years of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one year, or both such fine and imprisonment. (K.S.A. 40-3104)

## **Article 20. Penalties Generally**

### **Sec. 201. Penalties.**

- (a) It is unlawful for any person to violate any of the provisions of this ordinance.
- (b) The judge of the Municipal Court shall in the manner prescribed by K.S.A. 12-4305 and amendments thereto establish a schedule of fines for violation of any section of this ordinance classified as an ordinance traffic infraction by K.S.A. 8-2503, and amendments thereto, or K.S.A. 8-2118 and amendments thereto. Such fines shall be imposed upon a voluntary entry of appearance and upon a plea of guilty or no contest to a complaint alleging such violation and payment of the fine and any court costs.

- (c) A person who has been convicted of a traffic infraction may be sentenced to pay a fine which shall be fixed by the court, not exceeding \$500.
- (d) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter such person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-6602; K.S.A. 21-6611)

#### **Sec. 201.1. Failure to Comply with a Traffic Citation.**

- (a) It shall be unlawful to fail to comply with a traffic citation. Failure to comply with a traffic citation means failure either to:
  - (1) Appear before the municipal court in response to a traffic citation and pay in full any fine and court costs imposed; or
  - (2) Otherwise comply with a traffic citation issued for an ordinance traffic infraction. Failure to comply with a traffic citation shall be unlawful regardless of the disposition of the charge for which such citation was originally issued.
- (b) (1) In addition to penalties of law applicable under subsection (a), when a person fails to comply with a traffic citation, except for illegal parking, standing, or stopping, the municipal court in which the person should have complied with the citation shall mail notice to the person that if the person does not appear in municipal court or pay all fines, court costs and any penalties within 30 days from the date of mailing notice, the division of vehicles will be notified to suspend the person's driving privileges. The municipal court may charge

an additional fee of \$5 for mailing such notice. Upon the person's failure to comply within such 30 days of mailing notice, the municipal court shall electronically notify the division of vehicles. Upon receipt of a report of a failure to comply with a traffic citation under this subsection, pursuant to K.S.A. 8-255, and amendments thereto, the division of vehicles shall notify the violator and suspend the license of the violator until satisfactory evidence of compliance with the terms of the traffic citation has been furnished to the informing court. When the court determines the person has complied with the terms of the traffic citation, the court shall immediately electronically notify the division of vehicles of such compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the suspension or suspension action.

- (2) (A) In lieu of suspension under paragraph (1), the driver may submit to the division of vehicles a written request for restricted driving privileges.
- (B) A person whose driver's license has expired during the period when such person's driver's license has been suspended for failure to pay fines for traffic citations, the driver may submit to the division of vehicles a written request for restricted driving privileges, An individual shall not qualify for restricted driving privileges pursuant to this section unless the following conditions are met:
  - (i) The suspended license that expired was issued by the division of vehicles;
  - (ii) the suspended license resulted from the individual's failure to comply with a traffic citation pursuant to subsection (b) (1) and;
  - (iii) the traffic citation that resulted in the failure to comply pursuant to subsection (b)(1) was issued in this state.
- (C) Upon review and approval of the driver's eligibility, the driving privileges will be restricted by the division of vehicles for a period up to one year or until the terms of the traffic citation have

been complied with and the court shall immediately electronically notify the division of vehicles of such compliance. If the driver fails to comply with the traffic citation within the one year restricted period, the driving privileges will be suspended by the division of vehicles until the court determines the person has complied with the terms of the traffic citation and the court shall immediately electronically notify the division of vehicles of such compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the suspension action. When restricted driving privileges are approved pursuant to this section, the person's driving privileges shall be restricted to driving only under the following circumstances:

- (i) In going to or returning from the person's place of employment or schooling;
  - (ii) in the course of the person's employment;
  - (iii) in going to or returning from an appointment with a health care provider or during a medical emergency;
  - (iv) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court.
- (c) On and after July 1, 2018, except as provided in subsection (d), when the municipal court notifies the division of vehicles of a failure to comply with a traffic citation pursuant to subsection (b), the court shall assess a reinstatement fee of \$100 for each charge on which the person failed to make satisfaction regardless of the disposition of the charge for which such citation was originally issued and regardless of any application for restricted driving privileges. Such reinstatement fee shall be in addition to any fine, restricted driving privilege application fee, district or municipal court costs and other penalties. The court shall remit all reinstatement fees

to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury and shall credit the first \$15 of such reinstatement fee to the judicial branch nonjudicial salary adjustment fund and of the remaining amount, 29.41% of such moneys to the division of vehicles operating fund, 22.06% to the community alcoholism and intoxication programs fund created by K.S.A. 41-1126, and amendments thereto, 7.36% to the juvenile alternatives to detention fund created by K.S.A. 79-4803, and amendments thereto, and 41.17% to the judicial branch nonjudicial salary adjustment fund created by K.S.A. 2018 Supp. 20-1a15, and amendments thereto.

- (d) The municipal court shall waive the reinstatement fee provided for in subsection (c), if the failure to comply with a traffic citation was the result of such person enlisting in or being drafted into the armed services of the United States, being called into service as a member of a reserve component of the military service of the United States, or volunteering for such active duty, or being called into service as a member of the State of Kansas national guard, or volunteering for such active duty, and being absent from Kansas because of such military service. In any case of a failure to comply with a traffic citation which occurred on or after August 1, 1990, and prior to the effective date of this act, in which a person was assessed and paid a reinstatement fee and the person failed to comply with a traffic citation because the person was absent from Kansas because of any such military service, the reinstatement fee shall be reimbursed to such person upon application therefor.
- (e) (1) A person who is assessed a reinstatement fee pursuant to subsection (c) may petition the court that assessed the fee at any time to waive payment of the fee, any additional charge imposed pursuant to subsection (f), or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
- (2) A person who is assessed a fine or court costs for a traffic citation may petition the court that assessed the fine or costs at any time to waive payment of

the fine or costs, or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.

- (f) Except as provided further, the reinstatement fee established in this section shall be the only fee collected or moneys in the nature of a fee collected for such reinstatement. Such fee shall only be established by an act of the legislature and no other authority is established by law or otherwise to collect a fee. On and after July 1, 2019, through June 30, 2025 the supreme court may impose an additional charge, not to exceed \$22 per reinstatement fee, to fund the costs of non-judicial personnel.
- (g) This section shall expire at 11:59 p.m. on December 31, 2024.(K.S.A. 8-2110)

### **Sec. 201.2. Failure to Comply with a Traffic Citation.**

- (a) It shall be unlawful to fail to comply with a traffic citation. Failure to comply with a traffic citation means failure either to:
  - (1) Appear before the municipal court in response to a traffic citation and pay any fine and court costs imposed as ordered by the court; or
  - (2) Otherwise comply with a traffic citation issued for an ordinance traffic infraction. Failure to comply with a traffic citation shall be unlawful regardless of the disposition of the charge for which such citation was originally issued.
- (b) (1) (A) In addition to penalties of law applicable under subsection (a), when a person fails to comply with a traffic citation, except for any violations provided in subparagraph (C), the municipal court in which the person should have complied with the citation shall mail notice to the person that if the person does not appear in municipal court or pay fines, court costs and any penalties as ordered by the court within 30 days from the date of mailing notice, the division of vehicles will be notified to suspend the person's driving privileges unless such person is eligible

for restricted driving privileges pursuant to subparagraph (B). If the person is eligible for restricted driving privileges, the division of vehicles shall restrict such person's driving privileges pursuant to the terms set forth in subparagraph (B). The municipal court may charge an additional fee of \$5 for mailing such notice. Upon the person's failure to comply within such 30 days of mailing notice, the municipal court shall electronically notify the division of vehicles unless the municipal court has determined pursuant to a written order that the person shall fulfill any requirements set forth by the court prior to the suspension. Failure to abide by the terms of the order shall result in the court notifying the division of vehicles that the person's license shall be suspended for the failure to comply with a traffic citation. Upon receipt of a report of a failure to comply with a traffic citation under this subsection, pursuant to K.S.A. 8-255, and amendments thereto, the division of vehicles shall notify the violator and suspend the license of the violator until satisfactory evidence of substantial compliance with the terms of the traffic citation has been furnished to the informing court unless such person is eligible for restricted driving privileges pursuant to subparagraph (B). If the person is eligible for restricted driving privileges, the division of vehicles shall notify the violator that the person's driving privileges are restricted pursuant to subparagraph (B). When the court determines the person is in substantial compliance with the terms of the traffic citation, the court shall immediately electronically notify the division of vehicles of such compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the restriction, suspension or suspension action.

- (B) (i) When restricted driving privileges are approved pursuant to this subsection, the person's driving privileges shall be restricted to driving only under the following circumstances:

- (a) In going to or returning from the person's place of employment or schooling;
  - (b) in the course of the person's employment;
  - (c) in going to or returning from an appointment with a healthcare provider or during a medical emergency;
  - (d) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court;
  - (e) in going to or returning from dropping off or picking up one or more children from school or child care;
  - (f) in going to or returning from purchasing groceries or fuel for their vehicle; and
  - (g) in going to or returning from any religious worship service held by a religious organization.
- (ii) A person shall not qualify for restricted driving privileges pursuant to this subparagraph if such person has been convicted for driving with a canceled, suspended or revoked license more than three times or if such person is suspended for reasons other than a failure to comply with a traffic citation at the time of application. Restricted driving privileges approved pursuant to this subparagraph shall remain in effect for the lesser of time of either:
- (a) 60 days from the date that the division of vehicles mails notice to the person of the restricted driving privileges;
  - (b) the person enters into an agreement with the court regarding the person's failure to comply; or
  - (c) the rescission of the restricted driving privileges by the division of vehicles.

- (iii) The division shall rescind restricted driving privileges for any person authorized pursuant to this subparagraph if the person is found guilty of:
    - (a) A violation resulting in a license suspension, revocation or cancellation for reasons other than failure to comply with a traffic citation; or
    - (b) operating a motor vehicle in violation of restrictions provided in clause (i) two or more times.
  - (iv) A person operating a motor vehicle in violation of restrictions provided in clause (i) shall be guilty of operating a vehicle in violation of restrictions as provided in K.S.A. 8-291, and amendments thereto.
- (C) (i) Violations of the following sections or violations of substantially similar offenses under a city ordinance shall not provide the basis for a violation of this section: K.S.A. 8-1513, 8-1532, 8-1534, 8-1536, 8-1537, 8-1538, 8-1543, 8-1569, 8-1571, 8-1572, 8-1573, 8-1578, 8-1578a, 8-1583, 8-1585, 8-1586, 8-1588, 8-1589, 8-1590, 8-1591, 8-1592, 8-15,102, 8-15,108, 8-15,113, 8-1744, 21-5607, 21- 5810, 21-5815, 21-5816, 21-5817, 21-6203, 41-715, 41-727, 66-1330, 68-2106, 75-4510a and 79-34,112, and amendments thereto. **See Editor's Note at the end of section for Corresponding STO Sections.**
- (ii) The provisions of this subparagraph shall be construed and applied retroactively. A person may petition the municipal court in which the person should have complied with the citation that led to a prior violation of this section. If the court determines that the person committed an offense that does not provide the basis for a violation of this section, as amended by this act, the court shall immediately electronically notify the division of vehicles. Upon receipt of such notification from the informing court, the division of vehicles shall terminate any restriction, suspension or suspension action that resulted from the prior violation of this section.

- (2) (A) In lieu of suspension under paragraph (1), the driver may submit to the division of vehicles a written request for restricted driving privileges. The driver may apply and be eligible for restricted driving privileges pursuant to this paragraph if such driver has previously been approved for restricted driving privileges pursuant to paragraph (1).
- (B) (i) A person whose driving privileges have been revoked solely for driving a motor vehicle on any highway as defined in K.S.A. 8-1424, and amendments thereto, of this state at a time when such person's privilege to do so was canceled, suspended or revoked for failure to comply with a traffic citation pursuant to this section may submit to the division of vehicles a written request for restricted driving privileges. A person shall not qualify for restricted driving privileges pursuant to this section if such person has been convicted for driving with a canceled, suspended or revoked license more than three times or if such person is suspended for reasons other than a failure to comply with a traffic citation at the time of application. Restricted driving privileges approved pursuant to this subparagraph shall remain in effect unless otherwise rescinded for the lesser of time of either:
- (a) The remainder of the period of time that such person's driving privileges are revoked; or
  - (b) Three years from the date when the restricted driving privileges were approved.
- (ii) The division shall rescind restricted driving privileges for any person authorized pursuant to this subparagraph if the person is found guilty of a violation resulting in a license suspension, revocation or cancellation for reasons other than failure to comply with a traffic citation.
- (iii) A person operating a motor vehicle in violation of restrictions provided in subparagraph (D) shall be guilty

of operating a vehicle in violation of restrictions as provided in K.S.A. 8-291, and amendments thereto

- (C) A person whose driver's license has expired during the period when such person's driver's license has been suspended for failure to pay fines for traffic citations, the driver may submit to the division of vehicles a written request for restricted driving privileges, A person shall not qualify for restricted driving privileges pursuant to this section unless the following conditions are met:
- (i) The suspended license that expired was issued by the division of vehicles;
  - (ii) the suspended license resulted from the individual's failure to comply with a traffic citation pursuant to subsection (b) (1) and;
  - (iii) the traffic citation that resulted in the failure to comply pursuant to subsection (b)(1) was issued in this state.
- (D) Upon review and approval of the driver's eligibility, the driving privileges will be restricted by the division of vehicles or until the terms of the traffic citation have been substantially complied with and the court shall immediately electronically notify the division of vehicles of such compliance. If the driver fails to substantially comply with the traffic citation, the driving privileges will be suspended by the division of vehicles until the court determines the person has substantially complied with the terms of the traffic citation and the court shall immediately electronically notify the division of vehicles of such substantial compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the suspension action. When restricted driving privileges are approved pursuant to this section, the person's driving privileges shall be restricted to driving only under the following circumstances:
- (i) In going to or returning from the person's place of employment or schooling;

- (ii) in the course of the person's employment;
  - (iii) in going to or returning from an appointment with a health care provider or during a medical emergency;
  - (iv) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court.
  - (v) in going to or returning from dropping off or picking up one or more children from school or child care;
  - (vi) in going to or returning from purchasing groceries or fuel of their vehicle; and
  - (vii) in going to or returning from any religious worship service held by a religious organization.
- (c) Except as provided in subsection (d), when the municipal court notifies the division of vehicles of a failure to comply with a traffic citation pursuant to subsection (b), the court shall assess a reinstatement fee of \$100. Such reinstatement fee shall be in addition to any fine, restricted driving privilege application fee, district or municipal court costs and other penalties. The court shall remit all reinstatement fees to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury and shall credit the first \$15 of such reinstatement fee to the judicial branch nonjudicial salary adjustment fund and of the remaining amount, 29.41% of such moneys to the division of vehicles operating fund, 22.06% to the community alcoholism and intoxication programs fund created by K.S.A. 41-1126, and amendments thereto, 7.36% to the juvenile alternatives to detention fund created by K.S.A. 79-4803, and amendments thereto, and 41.17% to the judicial branch nonjudicial salary adjustment fund created by K.S.A. 2018 Supp. 20-1a15, and amendments thereto.
- (d) The municipal court shall waive the reinstatement fee provided for in subsection (c), if the failure to comply with a traffic citation was the result of such person enlisting in or being drafted into the armed services of the United States, being called into service as a member of a reserve component of the military service of the United States, or volunteering for such active duty, or being called into service as a member of the

State of Kansas national guard, or volunteering for such active duty, and being absent from Kansas because of such military service. In any case of a failure to comply with a traffic citation which occurred on or after August 1, 1990, and prior to the effective date of this act, in which a person was assessed and paid a reinstatement fee and the person failed to comply with a traffic citation because the person was absent from Kansas because of any such military service, the reinstatement fee shall be reimbursed to such person upon application therefor.

- (e)
  - (1) A person who is assessed a reinstatement fee pursuant to subsection (c) may petition the court that assessed the fee at any time to waive payment of the fee, any additional charge imposed pursuant to subsection (f), or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
  - (2) A person who is assessed a fine or court costs for a traffic citation may petition the court that assessed the fine or costs at any time to waive payment of the fine or costs, or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
  - (3) The clerk of the municipal court shall make forms available to any person seeking to petition the court to waive or reduce traffic fines, court costs or reinstatement fees.
- (f) Except as provided further, the reinstatement fee established in this section shall be the only fee collected or moneys in the nature of a fee collected for such reinstatement. Such fee shall only be established by an act of the legislature and no other authority is established by law or otherwise to collect a fee. On and after July 1, 2019, through June 30, 2025 the supreme court may impose an additional charge, not to exceed \$22 per reinstatement fee, to fund the costs of non-judicial personnel.
- (g)
  - (1) Prior to issuing an order pursuant to this section that notifies the division of vehicles to restrict or suspend a person's driving privileges, the court shall consider:

- (a) Waiver or reduction of fees, fines and court costs and allowing for payment plans for any fees, fines and court costs; and
    - (b) alternative requirements in lieu of restriction or suspension of driving privileges, including, but not limited to, alcohol or drug treatment or community service.
  - (2) Nothing in this subsection shall be construed to require the court to make written findings or written payment plan orders.
- (h)
- (1) Any conviction for a failure to comply pursuant to this section shall not be considered by the municipal court or the division of vehicles in determining suspended or restricted driving privileges if such conviction is more than five years old.
  - (2) After the expiration of five years from the date of conviction, the division shall notify by mail any persons whose driving privileges were suspended or restricted and have not since been restored. The division shall notify the person that the person may be eligible for driving privileges as a result of the expiration of the five years from the conviction for the failure to comply.
  - (3) The provisions of this subsection shall be construed and applied retroactively.
    - (i) As used in this section, “substantial compliance” or “substantially complied” means the person has followed the orders of the court involving payments of fines, court costs and any penalties and has not failed substantially in making payments or satisfying the terms of the court order. (K.S.A. 8-2110, as amended)

**{Editors Note:** The following STO sections correspond with a violation listed in (C): Sections 18, 63, 65, 67, 68, 69. 74, 83, 85, 86, 107, 124, 115, 182.2, 112, 114, 127, 129, 130, 131, 132, 133, 112.1, 114.4, and 135.1.}

**Sec. 202. Parties to a Violation.** Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of, any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as a principal, agent or accessory, shall be guilty of such offense, and every person who falsely, fraudulently, forcibly, or willfully induces, causes, coerces, requires, permits or directs another to violate any provision of this ordinance is likewise guilty of such offense. (K.S.A. 8-2101)

**Sec. 203. Offenses by Persons Owning or Controlling Vehicles.** It is unlawful for the owner, or any other person, employing or otherwise directing the driver of any vehicle, to require or knowingly to permit the operation of such vehicle upon a highway in any manner contrary to this ordinance. (K.S.A. 8-2102)

**Sec. 204. Fines Doubled in Road Construction and School Zones.**

- (a) Fines listed in the schedule of fines, as established by the municipal court judge, shall be doubled if a person is convicted of an ordinance traffic infraction, which is defined as a moving violation in accordance with rules and regulations adopted pursuant to K.S.A. 8-249, and amendments thereto, committed within any road construction zone.
- (b) Fines listed in the schedule of fines, as established by the municipal court judge relating to exceeding the maximum speed limit, shall be doubled if a person is convicted of exceeding the maximum speed limit in a school zone authorized under subsection (a)(4) of K.S.A. 8-1560, and amendments thereto. (K.S.A. 8-2118)

### **Article 21. Severability**

**Sec. 205. Severability.** If any provision of this code is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the code and the applicability thereof to other persons and circumstances shall not be affected thereby.

## APPENDIX A

### Statutes Affecting or Limiting Powers of Cities

K.S.A. 8-136, 8-198, 66-1109.

**Wrecker or Tow Trucks, Licensing.**

K.S.A. 8-235.

**Licenses Required; City License, When.** Provides that cities may require licenses of persons driving taxicabs or municipally franchised transit systems.

K.S.A. 8-253.

**Duty of Municipal Court to Report Convictions; Forms to Be Used; Conviction Defined; Notice of Disposition of Appeals.**

K.S.A. 8-254, 8-288, 8-1567.

**Drivers' Licenses; Restrictions and Suspensions; Penalties for Violation.**

K.S.A. 8-284 *et seq.*

**Habitual Traffic Violator.**

K.S.A. 8-1102.

**Abandoned Vehicles; Removal, Storage; Notice; Sale at Auction.**

K.S.A. 8-1338.

**Speed Limits—Change from Statutory Limits.** City may on basis of engineering and traffic investigation decrease speed limit at intersections, increase limit within an urban district not to exceed 55 m.p.h., decrease limit outside an urban district and in school zones within an urban district but not to less than 20 m.p.h. and declare maximum speed for arterial streets.

K.S.A. 8-1525.

**Restrictions on Use of Controlled Access Facilities.** Cities may by ordinance prohibit the use of such facilities by class or kind of traffic found to be incompatible with normal and safe flow of traffic.

K.S.A. 8-1911.

**Permits for Excess Size and Weight.** City may in its discretion upon proper application issue permit to operate or move vehicle over city streets of a size or weight exceeding maximum specified in state act. State connecting link not included.

K.S.A. 8-1912.

**Use of Street or Bridge—City Authority to Restrict.** City authorized by ordinance to prohibit operation of vehicles or impose restrictions as to weight of vehicles upon designated street for not to exceed 90 days. City may by ordinance prohibit operation of trucks or other commercial vehicles or limit weight on designated streets (except connecting link unless approved alternate route provided). City may fix limit on weight of vehicles which may use bridges.

K.S.A. 8-1914.

**Issuance of Special Permits for Operation of Vehicles from Kansas Turnpike Authority Toll Booths and Motor-freight Truck Terminals.** The secretary of transportation with respect to highways under the secretary's jurisdiction and local authorities with respect to highways under their jurisdiction may issue permits authorized under the provisions of K.S.A. 8-1911, and amendments thereto, for the operation of combinations of vehicles operating on a route designated by the secretary or local authority between a Kansas turnpike authority toll booth and a motor-freight truck terminal located within a ten-mile radius of any such toll booth, except at the northeastern end of the turnpike at which location a twenty-mile radius shall apply.

K.S.A. 8-2001.

**Provisions of Traffic Act Uniform.** Provides that no city shall enact or enforce any rule or regulation in conflict with provisions of the State Act.

K.S.A. 8-2002.

**Powers of Cities Generally.** Section lists a number of specific areas in which cities may regulate traffic and vehicles.

K.S.A. 8-2005.

**Traffic Control Devices—Placing and Maintenance.** Provides for the placing and maintenance of traffic control devices on city streets. Approval of secretary of transportation required upon highway connecting links.

K.S.A. 8-2006.

**Restrictions on Pedestrian Crossings.** Local authorities, by ordinance or resolution, and the secretary of transportation, by erecting appropriate official traffic-control devices, are hereby empowered within their respective jurisdictions to prohibit pedestrians from crossing any roadway in a business district or any designated highways except in a crosswalk.

K.S.A. 8-2007.

**Same; Unmarked Crosswalks.** The secretary of transportation and local authorities in their respective jurisdictions, after an engineering and traffic investigation, may designate unmarked crosswalk locations where pedestrian crossing is prohibited or where pedestrians must yield the right-of-way to vehicles. Such restrictions shall be effective only when official traffic-control devices indicating the restrictions are in place.

K.S.A. 8-2115.

**Duty to Report Conviction or Forfeiture of Bail or Appearance Bond; Forms To Be Used.**

K.S.A. 8-2117.

**Prosecution of Certain Juvenile Traffic Offenses; Disposition.**

K.S.A. 8-2118.

**Traffic Infractions.**

K.S.A. 72-9101 *et seq.*

**Regulation of Traffic on School Grounds.**

## APPENDIX B

### Ordinance Traffic Infractions

The following sections of the Standard Traffic Ordinance (STO) are classified as Ordinance Traffic Infractions by state law (K.S.A. 8-2118). The fine for violation of these sections must be established by the municipal judge in a schedule of fines. (K.S.A. 12-4305) The sections of the STO shown prohibit the same offense prohibited by state statute. The description of offense is for reference only and is not a legal description.

<u>STO</u> <u>Section</u>	<u>Statute</u>	<u>Description of Offense</u>
6.1	8-1531a	Failure to comply with restrictions in road construction zone
12	8-1507	Disobeying traffic control device
13	8-1508	Violating traffic control signal
14	8-1509	Violating pedestrian control signals
15	8-1510	Violating flashing traffic signals
16	8-1511	Violating lane-control signal
17	8-1512	Unauthorized sign, signal, marking or device
26.1	8-15,107	Failure to Remove Vehicles in Accidents
32	8-1557	Unsafe speed for prevailing conditions
33	8-1558	to exceeding maximum speed limit; or
	8-1559	establishing speed limits in road construction zones; or
	8-1560	speeding in posted zone
33.1	8-1563	Speeding in certain vehicles or on posted bridge
34	8-1561	Impeding normal traffic by slow speed
35	8-1562	Speeding on motor-driven cycle
38	8-1514	Driving on left side of roadway
38.1	8-1579	Improper driving in defiles, canyons, or on grades
39	8-1515	Failure to keep right to pass oncoming vehicle
40	8-1516	Improper passing; increasing speed when passed
40.1	8-15,112	Passing a stationary waste collection vehicle
40.2	8-15,114	Passing a stationary authorized utility or telecommunication vehicle
41	8-1517	Improper passing on right
42	8-1518	Passing on left with insufficient clearance

<u>STO</u>		
<u>Section</u>	<u>Statute</u>	<u>Description of Offense</u>
43	8-1519	Driving on left side where curve, grade, intersection railroad crossing, or obstructed view
44	8-1520	Driving on left in no passing zone
45	8-1521	Driving wrong direction on one-way road
46	8-1522	Improper driving on laned roadway
47	8-1523	Following too close
48	8-1524	Improper crossover on divided highway
49	8-1545	Improper turn or approach
51	8-1546	Improper "U" turn
53	8-1547	Unsafe starting of stopped vehicle
54	8-1548	Unsafe turning or stopping, failure to give proper signal; using turn signal unlawfully
55	8-1549	Improper method of giving notice of intention to turn
56	8-1550	Improper hand signal
57	8-1526	Failure to yield right-of-way at uncontrolled intersection
58	8-1527	Failure to yield to approaching vehicle when turning left
59	8-1528	Failure to yield at stop or yield sign
60	8-1529	Failure to yield from private road or driveway
61	8-1530	Failure to yield to emergency vehicle
61.1	8-1520a	Unlawful passing of stopped emergency vehicle
62	8-1531	Failure to yield to pedestrian or vehicle working on roadway
62	8-1531	Failure to comply with restrictions in road construction zone
63	8-1532	Disobeying pedestrian traffic control device
64	8-1533	Failure to yield to pedestrian in crosswalk; pedestrian suddenly entering roadway; passing vehicle stopped for pedestrian at crosswalk
64.1	8-15,103	School crossing guard; disobeying
65	8-1534	Improper pedestrian crossing
66	8-1535	Failure to exercise due care in regard to pedestrian
67	8-1536	Improper pedestrian movement in crosswalk
68	8-1537	Improper use of roadway by pedestrian
69	8-1538	Soliciting ride or business on roadway

<u>STO</u> <u>Section</u>	<u>Statute</u>	<u>Description of Offense</u>
70	8-1539	Driving through safety zone
71	8-1540	Failure to yield to pedestrian on sidewalk
72	8-1541	Failure of pedestrian to yield to emergency vehicle
73	8-1542	Failure to yield to blind pedestrian
75	8-1544	Pedestrian disobeying bridge or railroad signal
76	8-1551	Failure to stop or obey railroad crossing signal
77	8-1552	Failure to stop at railroad crossing stop sign
78	8-1553	Certain hazardous vehicles failure to stop at railroad crossing
79	8-1554	Improper moving of heavy equipment at railroad crossing
80	8-1555	Vehicle emerging from alley, private roadway, building or driveway
81	8-1556	Improper passing of school bus; improper use of school bus signals
82	8-1556a	Improper passing of church or day-care bus; improper use of signals
83	8-1569	Improper stopping, standing or parking on roadway
85	8-1571	Parking, standing or stopping in prohibited area
86	8-1572	Improper parking
107	8-1573	Unattended vehicle
108	8-1576	Driving with view or driving mechanism obstructed
109	8-1580	Coasting
110	8-1581	Following fire apparatus too closely
111	8-1582	Driving over fire hose
112	8-1583	Putting glass, etc., on highway
112.1	8-15,102	Littering from a Motor Vehicle
113	8-1584	Driving into intersection, crosswalk, or crossing without sufficient space on other side
114	8-1585	Improper operation of snowmobile on highway
114.1	8-15,100	Unlawful operation of all-terrain vehicle
114.2	8-15,106	Unlawful operation of a micro utility truck
114.3	8-15,101	Unlawful operation of low-speed vehicle
114.4	8-15,108	Unlawful operation of golf cart
114.5	8-15,109	Unlawful operation of work-site utility vehicle

<b><u>STO</u></b>		
<b><u>Section</u></b>	<b><u>Statute</u></b>	<b><u>Description of Offense</u></b>
116	8-1575	Driving on sidewalk
117	8-1574	Improper backing
123	8-1577	Unsafe opening of vehicle door
124	8-1578	Riding in house trailer or mobile or manufactured home
126.1	8-15,110	Unlawful obstructing of license plate
126.2	8-15,111	Unlawful use of wireless communication devices
127	8-1586	Parental responsibility of child riding bicycle
129	8-1588	Not riding on bicycle seat; too many persons on bicycle
130	8-1589	Clinging to other vehicle
131	8-1590	Improper riding of bicycle on roadway
132	8-1591	Carrying articles on bicycle; one hand on handlebars
133	8-1592	Improper bicycle lamps, brakes or reflectors
135.1	8-15,113	Unlawful operation of electric-assisted scooter
138	8-1594	Improper operation of motorcycle; seats; passengers, bundles
139	8-1595	Improper operation of motorcycle on laned roadway
140	8-1596	Motorcycle clinging to other vehicle
141	8-1597	Improper motorcycle handlebars or passenger equipment
142	8-1598	Motorcycle helmet and eye protection requirements
143	8-1701	Equipment offenses that are not misdemeanors
144	8-1703	Driving without lights when needed
146	8-1705	Defective headlamps
147	8-1706	Defective tail lamp
148	8-1707	Defective reflector
149	8-1708	Improper stop lamp or turn signal
151	8-1710	Improper lighting equipment on certain vehicles
151.1	8-1747	Improper air-conditioning equipment
152	8-1711	Improper lamp color on certain vehicles
153	8-1712	Improper mounting of reflectors and lamps on certain vehicles
154	8-1713	Improper visibility of reflectors and lamps on certain vehicles
156	8-1715	No lamp or flag on projecting load
157	8-1716	Improper lamps on parked vehicle

<u>STO</u>		
<u>Section</u>	<u>Statute</u>	<u>Description of Offense</u>
158	8-1718	Improper lamps and equipment on implements of husbandry, road machinery or animal-drawn vehicles
158.1	8-1717	Improper lights, lamps, reflectors and emblems on farm tractors or slow-moving vehicles
159	8-1719	Unlawful use of spot, fog, or auxiliary lamp
160	8-1720	Improper lamps or lights on emergency vehicle
161	8-1721	Improper stop or turn signal
162	8-1722	Improper vehicular hazard warning lamp
162.1	8-1745	Improper use of vehicular hazard warning lamps and devices
163	8-1723	Unauthorized additional lighting equipment
164	8-1724	Improper multiple-beam lights
165	8-1725	Failure to dim headlights
166	8-1726	Improper single-beam headlights
167	8-1727	Improper speed with alternate lighting
168	8-1728	Improper number of driving lamps
169	8-1729	Unauthorized lights and signals
170	8-1730	Improper school bus lighting equipment and warning devices
171	8-1730a	Unauthorized lights and devices on church or day-care bus
172	8-1731	Improper lights on highway construction or maintenance vehicles
173	8-1734	Defective brakes
174	8-1738	Defective or improper use of horn or warning device
175	8-1739	Defective muffler
175.1	8-1761	Improper compression release engine braking system
176	8-1740	Defective mirror
177	8-1741	Defective wipers; obstructed windshield or windows
178	8-1742	Improper tires
178.1	8-1742b	Improper wide-based single tires
182.1.2	8-1749	Improper safety belt or shoulder harness
182.2	8-1578a	Unlawful riding on vehicles; persons under age 14
183	8-1801	Defective motorcycle headlamps

<u>STO</u>		
<u>Section</u>	<u>Statute</u>	<u>Description of Offense</u>
184	8-1802	Defective motorcycle tail lamp
185	8-1803	Defective motorcycle reflector
186	8-1804	Defective motorcycle stop lamps and turn signals
187	8-1805	Defective multiple-beam lighting
188	8-1806	Improper road-lighting equipment on motor-driven cycles
189	8-1807	Defective motorcycle or motor-driven cycle brakes
190	8-1808	Improper performance ability of brakes
190.1	8-1809	Operating motorcycle with disapproved braking system
191	8-1810	Defective horn, muffler, mirrors or tires

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**CHANGES IN STANDARD TRAFFIC ORDINANCE  
FOR THE 51<sup>st</sup> EDITION**

The following sections were modified in 51<sup>st</sup> edition of the STO published in 2024.

**Section 201.1. Failure to Comply with a Traffic Citation.**

**Section 201.2. Failure to Comply with a Traffic Citation.**



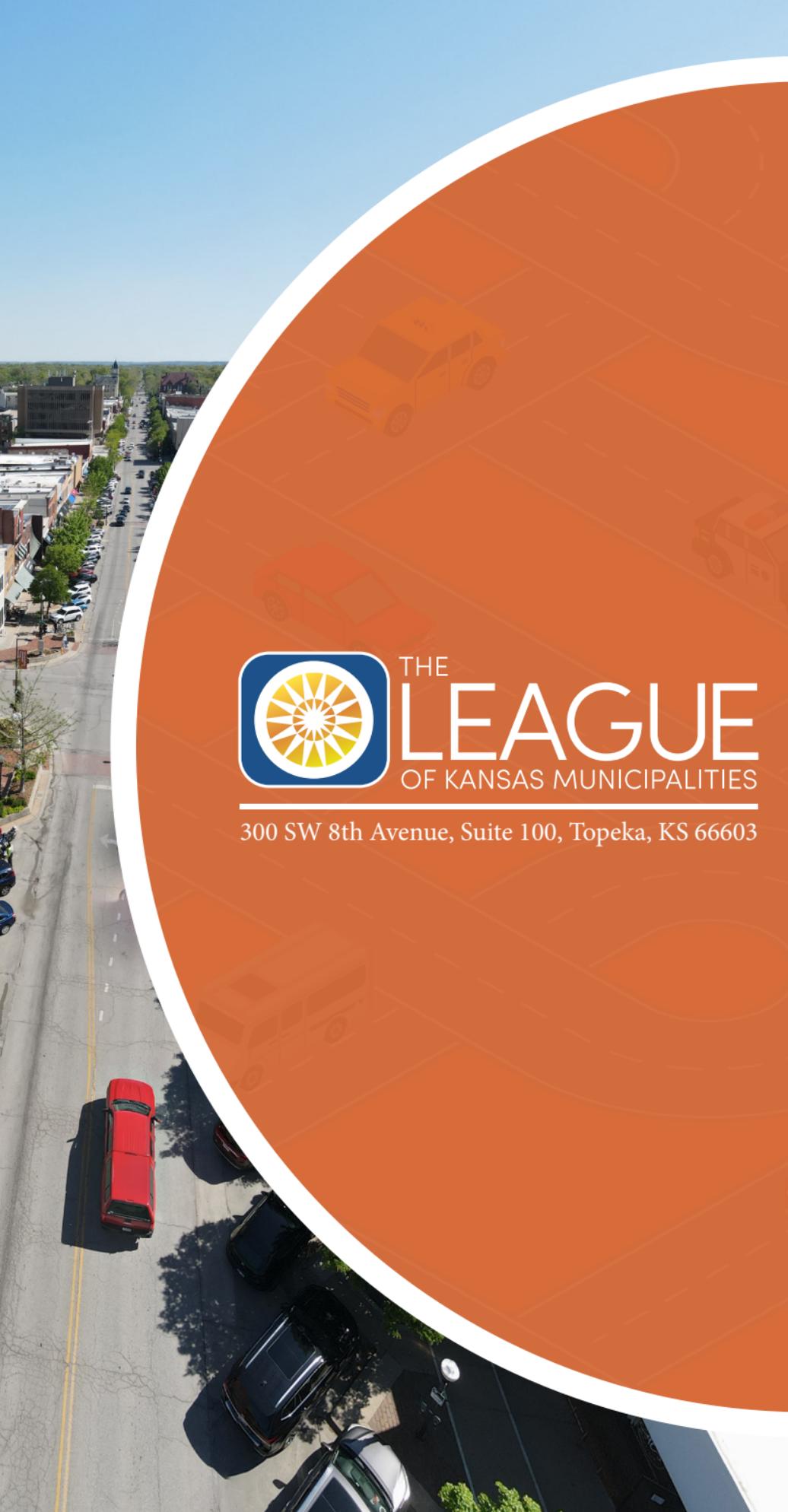
THE  
**LEAGUE**  
OF KANSAS MUNICIPALITIES

300 SW 8<sup>th</sup> Avenue, Suite 100

Topeka, KS 66603

785.354.9565

*www.lkm.org*



THE  
**LEAGUE**  
OF KANSAS MUNICIPALITIES

---

300 SW 8th Avenue, Suite 100, Topeka, KS 66603



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

---

**DATE:** September 10, 2024  
**CONTACT PERSON:** Amanda Stanley, City Attorney  
**DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Adoption of 2024 Uniform Public Offense Code  
**PROJECT #:**  
**CATEGORY/SUBCATEGORY** 013 Ordinances - Codified / 054 Criminal Code  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:**  
**JOURNAL #:**  
**PAGE #:**

---

**DOCUMENT DESCRIPTION:**

**DISCUSSION** concerning the adoption of the 2024 Uniform Public Offense Code (UPOC) and local amendments, amending Topeka Municipal Code Section 9.05.080.

*(Approval will adopt the most current version of the UPOC with current statutory changes.)*

**VOTING REQUIREMENTS:**

Discussion only. No action required by the City Council.  
Mayor does not vote - 5 votes for approval

**POLICY ISSUE:**

Whether to adopt to adopt the 40th Edition UPOC (2024) which incorporates the most recent statutory changes

**STAFF RECOMMENDATION:**

Discussion only. Staff recommends the City Council adopt the ordinance when considered.

**BACKGROUND:**

The League of Kansas Municipalities (LKM) prepares and publishes the Uniform Public Offense Code on an annual basis in July following the legislative session. This book is a codification of all relevant statutory changes and the City now practices adopting these changes as soon as possible after publication in order to stay consistent with state law. This is also necessary for the Topeka Police Department's Records Division reporting system. The system used for crime statistics to the FBI will not function properly unless the most current versions of the statutes are adopted and used.

**BUDGETARY IMPACT:**

One (1) Electronic Copy for Website posting - \$100  
Hard Copies - \$9.00 per book

**SOURCE OF FUNDING:**

General Fund

**ATTACHMENTS:**

**Description**

Executive Summary Memo - K. Trussell (August 23, 2024)  
Ordinance  
2024 UPOC Electronic Version



# CITY OF TOPEKA

Legal Department, Prosecution Division  
215 SE 7<sup>th</sup> Street, Room 170  
Topeka, KS 66603

Kelly Trussell, Chief of Prosecution  
Tel: (785) 368-3910  
[www.topeka.org](http://www.topeka.org)

## MEMORANDUM

To: Governing Body Members  
From: Kelly J. Trussell, Chief of Prosecution  
Re: 40<sup>th</sup> Edition (2024) of the Uniform Public Offense Code  
Date: August 23, 2024

The purpose of this memo is to explain the proposed adoption of the 2024 edition of the Uniform Public Offense Code (UPOC). The League of Kansas Municipalities has published the UPOC since 1980 and it is designed to provide a comprehensive public offense code for Kansas cities. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it by reference under the authority of, and by the procedure prescribed by K.S.A. 12-3009 through 12-3012 and K.S.A. 12-3301 and 12-3302. All citations refer to the Kansas Statutes in effect 7/1/2024, unless otherwise noted.

It is not necessary to publish the UPOC in a newspaper if it is properly incorporated by reference. It is only necessary to publish the incorporating ordinance. The incorporating ordinance may delete articles or sections that the governing body considers unnecessary. The incorporating ordinance may also change sections. It is advised that cities changing section with a statutory citation should exercise care to ensure the changes do not conflict with state law.

The UPOC, in large part, parallels the state criminal code. Additional provisions for local regulations, if any, may be included in the incorporating ordinance. Previous ordinances relating to public offense in conflict with provisions of the UPOC and ordinances incorporating earlier editions of the UPOC should be repealed by the incorporating ordinance.

Currently, the City of Topeka is operating under the 39<sup>th</sup> Edition (2023) of the UPOC, as previously adopted by the governing body. At this time, the 40<sup>th</sup> Edition (2024) of the UPOC is available. We are recommending adoption of the 40<sup>th</sup> Edition with certain deletions and/or changes.

The following relevant changes were made in the 40<sup>th</sup> edition of the UPOC:

**CHANGES TO THE  
UNIFORM PUBLIC OFFENSE CODE**

1. ***Section 9.1 Disorderly Conduct.*** In *City of Wichita v. Griffie*, 318 Kan. 510, 511 (2024), the Kansas Supreme Court determined that “. . . Wichita’s Municipal Code of Ordinances (W.M.O.) §5.24.010(c) criminalizing ‘noisy conduct tending to reasonably arouse alarm, anger or resentment in others’ [was] unconstitutionally overbroad under the First Amendment.” The same language the Kansas Supreme Court deemed unconstitutional in the W.M.O. was within this Section; therefore, it was removed.
  
2. ***Section 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols; Section 9.9.2 Possession of Drug Paraphernalia and Certain Drug Precursors; and Section 9.9.4 Unlawful Possession of Controlled Substances.*** These Sections were amended to add provisions from SB 41. The bill provides that a law enforcement officer shall not take an individual into custody for violations of Section 9.9.1; 9.9.2(a); and 9.9.4 when the individual seeks medical assistance for themselves or others because of the use of a controlled substance. Individuals are also immune from prosecution unless the quantity of controlled substances found is sufficient to create a rebuttable presumption that there is an intent to distribute. Immunity does not apply if medical assistance is sought during the execution of an arrest or search warrant, or if prosecution of the person is based on evidence from an independent source. The bill also provides that a person cannot initiate or maintain a legal action against a law enforcement officer or their employee because of the officer’s compliance or failure to comply with this Section. The bill also protects law enforcement officers from liability for arresting individuals who are later found to be immune from prosecution, unless the officer’s actions involve reckless or intentional misconduct.

We are recommending the passage of the ordinance adopting the 40<sup>th</sup> Edition with the following deletions and / or changes. These are all carry through changes from previous years.

1. Section 5.7 of the Uniform Public Offense Code, relating to selling, giving, or furnishing cigarettes or tobacco products to a minor, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 9.05.080(b)(2) shall be substituted therefor.

2. Section 10.6 of the Uniform Public Offense Code, relating to bows and arrows, is hereby amended by adding the exception set forth in TMC 6.05.110.
3. Sections 10.24 (Smoking Prohibited), 10.25 (Smoking; Posting Premises) and 10.26 (Smoking Prohibited; Penalties) of the Uniform Public Offense Code, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 8.20 shall be substituted therefor.
4. Section 11.11 of the Uniform Public Offense Code, relating to cruelty to animals, is hereby declared to be and is omitted and deleted and the provisions set forth at TMC 6.05.100 shall be substituted therefor.

1 (Published in the Topeka Metro News \_\_\_\_\_)  
2

3 ORDINANCE NO. \_\_\_\_\_  
4

5 AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning  
6 adoption of the 2024 edition of the Uniform Public Offense Code,  
7 amending § 9.05.080 of the Topeka Municipal Code and repealing  
8 original section.  
9

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

11 Section 1. That section 9.05.080, Uniform Public Offense Code, of The Code  
12 of the City of Topeka, Kansas, is hereby amended to read as follows:

13 **Uniform Public Offense Code.**

14 (a) Adoption. There is hereby incorporated by reference for the purpose of  
15 regulating public offenses within the corporate limits of the City of Topeka, Kansas, the  
16 Uniform Public Offense Code for Kansas Cities, ~~3940~~<sup>40</sup>th Edition (~~2023~~<sup>2024</sup>), prepared  
17 and published in book form by the League of Kansas Municipalities, Topeka, Kansas  
18 (hereinafter referred to as "UPOC"). One copy of said Uniform Public Offense Code  
19 shall be marked or stamped "Official Copy as adopted by Ordinance No. ~~20457~~ \_\_\_\_\_,"  
20 with all sections or portions thereof intended to be omitted or changed clearly marked to  
21 show any such omission or change and to which shall be attached a copy of said  
22 ordinance and filed with the City Clerk to be open to inspection and available to the  
23 public at all reasonable hours. The Uniform Public Offense Ordinance, as amended,  
24 shall also be posted on the City's website.

25 (b) Amendments.

26 (1) Section 10.6, relating to bows and arrows, is hereby amended by adding the  
27 following exception:

28 Exception: Operation of a bow and arrow is permitted in accordance with the

29 provisions set forth in TMC 6.05.110.

30 (2) Section 5.7, relating to selling, giving or furnishing cigarettes or tobacco  
31 products to a minor, is hereby deleted and the following language is substituted  
32 therefor:

33 (a) It shall be unlawful for any person to:

34 (1) Sell, furnish or distribute cigarettes, electronic cigarettes, tobacco products or  
35 liquid nicotine to any person under 21 years of age; or

36 (2) Buy any cigarettes, electronic cigarettes, tobacco products or liquid nicotine  
37 for any person under 21 years of age.

38 (b) It shall be a defense to a prosecution under this section if:

39 (1) The defendant is a licensed retail dealer, or employee thereof, or a person  
40 authorized by law to distribute samples;

41 (2) The defendant sold, furnished or distributed the cigarettes, electronic  
42 cigarettes, tobacco products, or liquid nicotine to the person under 21 years of age with  
43 reasonable cause to believe the person was of legal age to purchase or receive  
44 cigarettes, electronic cigarettes, tobacco products or liquid nicotine; and

45 (3) To purchase or receive the cigarettes, electronic cigarettes, tobacco products  
46 or liquid nicotine, the person under 21 years of age exhibited to the defendant a driver's  
47 license, Kansas non driver's identification card or other official or apparently official  
48 document containing a photograph of the person and purporting to establish that the  
49 person was of legal age to purchase or receive cigarettes, electronic cigarettes, tobacco  
50 products or liquid nicotine.

51 (4) For purposes of this section the person who violates this section shall be the

52 individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes,  
53 tobacco products or liquid nicotine to any person under 21 years of age or the retail  
54 dealer who has actual knowledge of such selling, furnishing or distributing by such  
55 individual or both.

56 (c) It shall be a defense to a prosecution under this subsection if:

57 (1) The defendant engages in the lawful sale, furnishing or distribution of  
58 cigarettes, electronic cigarettes, tobacco products or liquid nicotine by mail; and

59 (2) The defendant sold, furnished or distributed the cigarettes, electronic  
60 cigarettes, tobacco products or liquid nicotine to the person by mail only after the person  
61 had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and  
62 amendments thereto, that the person was 21 or more years of age.

63 (d) The words and phrases in Section 5.7 shall have the same meanings as  
64 defined in K.S.A. 79-3301, and amendments thereto. "Liquid nicotine" shall mean the  
65 active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the  
66 induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into  
67 the human body. "Sale" shall mean any transfer of title or possession or both,  
68 exchange, barter, distribution or gift of cigarettes, electronic cigarettes, tobacco  
69 products or liquid nicotine with or without consideration.

70 (e) Violation of this section shall constitute a Class B violation punishable by a  
71 minimum fine of \$200.

72 (3) Sections 10.24 ("Smoking Prohibited"), 10.25 ("Smoking; Posting  
73 Premises"), 10.26 ("Smoking Prohibited; Penalties") are hereby omitted and deleted and  
74 the provisions set forth in Chapter 8.20 TMC shall be substituted therefor.

75 (4) Section 11.11 (“Cruelty to Animals”) is hereby omitted and deleted and the  
76 provisions set forth in TMC 6.05.100 shall be substituted therefor.

77 Section 2. That original § 9.05.080 of The Code of the City of Topeka, Kansas,  
78 is hereby specifically repealed.

79 Section 3. This ordinance shall take effect and be in force from and after its  
80 passage, approval and publication in the official City newspaper.

81 Section 4. This ordinance shall supersede all ordinances, resolutions or rules,  
82 or portions thereof, which are in conflict with the provisions of this ordinance.

83 Section 5. Should any section, clause or phrase of this ordinance be declared  
84 invalid by a court of competent jurisdiction, the same shall not affect the validity of this  
85 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

86 PASSED AND APPROVED by the City Council on \_\_\_\_\_.

87  
88 CITY OF TOPEKA, KANSAS

89  
90  
91  
92  
93 \_\_\_\_\_  
94 Michael A. Padilla, Mayor

95 ATTEST:

96  
97  
98 \_\_\_\_\_  
99 Brenda Younger, City Clerk

An aerial photograph of a community center. The center features a large, irregularly shaped swimming pool with a red umbrella on the deck. Adjacent to the pool is a rectangular pool with lane markers. Below the pool is a playground with colorful equipment. The building has a green roof and is surrounded by green lawns and trees. A road with parked cars is visible at the top of the image.

# 2024

# Uniform Public Offense Code

For Kansas Cities

**40th Edition**

Prepared and Published by  
The League of Kansas Municipalities  
300 SW 8th Avenue Suite 100, Topeka KS, 66603

Ordinance Incorporated by Reference  
Under the Provisions of K.S.A. 12-3009 through  
12-3012, and K.S.A. 12-3301 and 12-3302

by Ordinance No. \_\_\_\_\_

City of \_\_\_\_\_, Kansas

# 40<sup>th</sup> Edition

Uniform Public Offense Code  
For Kansas Cities

Published in 2024



## UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES

The League of Kansas Municipalities has published the *Uniform Public Offense Code* since 1980. The *Uniform Public Offense Code* is designed to provide a comprehensive public offense ordinance for Kansas cities. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it by reference under the authority of and by the procedure prescribed by K.S.A. 12-3009 through 12-3012 and K.S.A. 12-3301 and 12-3302. All citations refer to the Kansas Statutes in effect 7/1/2024 unless otherwise noted.

It is not necessary to publish the *Uniform Public Offense Code* in a newspaper if it is properly incorporated by reference. It is only necessary to publish the incorporating ordinance. The incorporating ordinance may delete articles or sections that the governing body considers unnecessary. The incorporating ordinance may also change sections. The League advises, however, that cities changing sections with a statutory citation should exercise care to ensure the changes do not conflict with state law.

The *Uniform Public Offense Code*, in large part, parallels the state criminal code. Additional provisions for local regulations, if any, may be included in the incorporating ordinance. Previous ordinances relating to public offenses in conflict with provisions of the *Uniform Public Offense Code* and ordinances incorporating earlier editions of the *Uniform Public Offense Code* should be repealed by the incorporating ordinance.

There must be at least one official copy of the *Uniform Public Offense Code* on file with the city clerk. Enforcing officers should also have copies. The blanks on the first page should be filled in on all copies.

There are several blank pages at the end of this book. Newspaper clippings of the incorporating ordinance and subsequent ordinances on public offenses may be pasted on these pages. Extra copies of the newspaper should be procured, or reprints made so that copies may be pasted in all copies of the *Uniform Public Offense Code*.

A listing of changes made to the *Uniform Public Offense Code* for 2024 can be found on page 164 of this edition.



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## Article 1. General Provisions

**Sec. 1.1 Definitions.** The following definitions shall apply when the words and phrases defined are used in this code, except when a particular context clearly requires a different meaning.

**Act.** Includes a failure or omission to take action. (K.S.A. 21-5111(a))

**Air Gun or Air Rifle.** Any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun designed to forcibly expel from an opening therein any pellet or BB shot, and whether operating from and upon compressed air or mechanical or elastic spring work or otherwise.

**Airbag.** A motor vehicle inflatable occupant restraint system device that is part of a supplemental restraint system. (K.S.A. 8-15,115(c)(1))

**Alcohol Concentration.** The number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath. (K.S.A. 8-1013(a))

**Alcohol Without Liquid Machine.** A device designed or marketed for the purpose of mixing alcohol with oxygen or another gas to produce a mist for inhalation for recreational purposes. (K.S.A. 21-6321(c))

**Alcoholic Liquor.** Alcohol, spirits, wine, beer, alcoholic candy and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being, but shall not include any cereal malt beverage. (K.S.A. 41-102(c))

**Animal.** Every living vertebrate except a human being. (K.S.A. 21-6411(a))

**Animal Shelter.** The same as such term is defined in K.S.A. 47-1701, and amendments thereto. (K.S.A. 21-6412(i)(1))

**Another.** A person or persons as defined in this code other than the person whose act is claimed to be an offense. (K.S.A. 21-5111(b))

**Auction Motor Vehicle Dealer.** Any person who for commission, money or other thing of value is engaged in an auction of motor vehicles except that the sales of such motor vehicles shall involve only motor vehicles owned by licensed motor vehicle dealers and sold to licensed motor vehicle dealers, except that any auction motor vehicle dealer, registered as such and lawfully operating prior to June 30, 1980, shall be deemed to be and have been properly licensed under this act from and after July 1, 1980. For the purposes of this subsection, an auction is a private sale of motor vehicles where any and all licensed motor vehicle dealers who choose to do so are permitted to attend and offer bids and the private sale of such motor vehicles is to the highest bidder. (K.S.A. 8-2401(bb))

**Audiovisual Recording Function.** The capability of a device to record or transmit a motion picture or any part thereof by means of any technology now known or later developed. (K.S.A. 51-301(d)(1))

**Beer.** A beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content. (K.S.A. 41-102(e))

**Body Piercing.** Puncturing the skin of a person by aid of needles designed or used to puncture the skin for the purpose of inserting removable jewelry through the human body, except puncturing the external part of the human earlobe shall not be included in this definition. (K.S.A. 65-1940)

**Cannabidiol Treatment Preparation.** An oil containing cannabidiol (other trade name: 2-[(3-methyl-6-(1-methylethenyl)-2-cyclohexen-1-yl]-5-pentyl-1,3-benzenediol)) and tetrahydrocannabinol, as described in K.S.A. 65-4105, and amendments thereto, and having a tetrahydrocannabinol concentration of on more than 5% relative to the cannabidiol concentration in the preparation, verified through testing by a third-party, independent laboratory. (K.S.A. 65-6235(b)(1))

**Cardholder.** The person or entity to whom or for whose benefit a financial card is issued. (K.S.A. 21-5828(c)(2))

**Caterer.** An individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit. (K.S.A. 41-2601(c))

**Cereal Malt Beverage.** Any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729, and amendments thereto, but does not include any such liquor which is more than 3.2% alcohol by weight. (K.S.A. 41-2701(a))

**Cigarette.** Any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape, and irrespective of tobacco being flavored, adulterated or mixed with any other ingredient if the wrapper is in greater part made of any material except tobacco. (K.S.A. 79-3301(d))

**City or This City.** All land and water either within or outside the boundary of the city over which the city has either exclusive or concurrent jurisdiction, and the air space above such land and water.

**City or County Correctional Officer or Employee.** Any correctional officer or employee of the city or county or any independent contractor, or any employee of such contractor, working at a city holding facility or county jail facility. (K.S.A. 21-5413(i)(4))

**Club.** Class A or Class B club. (K.S.A. 41-2601(g))

**Class A Club.** A premise that is owned or leased by a corporation, partnership, business trust or association and that is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them, as provided in K.S.A. 41-2637, and amendments thereto. (K.S.A. 41-2601(e))

**Class B Club.** A premise operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment. (K.S.A. 41-2601(f))

**Conduct.** An act or series of acts, and the accompanying mental state. (K.S.A. 21-5111(c))

**Controlled Substance.** Any drug, substance, or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto. (K.S.A. 21-5701(a))

**Conviction.** A judgment of guilt entered upon a plea of guilt. (K.S.A. 21-5111(d))

**Cosmetic Tattooing.** The process by which the skin is marked or colored by insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin, by use of a needle, so as to form indelible marks for cosmetic or figurative purposes. (K.S.A. 65-1940(l))

**Counterfeit Supplemental Restraint System Component.** A replacement supplemental restraint system component that displays a mark identical or substantially similar to the genuine mark of a motor vehicle manufacturer or a supplier of parts to the manufacturer of a motor vehicle without authorization from that manufacturer or supplier. (K.S.A. 8-15,115(c)(2))

**Court Appointed Guardian.** One who is appointed by a court and has legal authority and duty to care for another person, especially because of the other's infancy, incapacity or disability. (K.S.A. 65-1940(n))

**Debilitating Medical Condition.** A medically diagnosed chronic disease or medical condition causing a serious impairment of strength or ability to function, including one that produces seizures, for which the patient is under current and active treatment by a physician licensed to practice medicine and surgery in Kansas. (K.S.A. 65-6235(b)(2))

**Deception.** Knowingly creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind. Deception as to a person's intention to perform a promise shall not be inferred from the fact alone that such person did not subsequently perform the promise. Falsity as to matters having no pecuniary significance, or puffing by statements unlikely to deceive reasonable persons, is not deception. (K.S.A. 21-5111(e))

**Deprive Permanently.**

- (a) Take from the owner the possession, use or benefit of property, without an intent to restore the same;
- (b) Retain property without intent to restore the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or
- (c) Sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner. (K.S.A. 21-5111(f))

**Distribute.** The actual or constructive transfer from one person to another of some item whether or not there is an agency relationship. **Distribute** includes, but is not limited to, sale, offer for sale, furnishing, buying for, delivering, giving, or any act that causes or is intended to cause some item to be transferred from one person to another. **Distribute** does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act, or otherwise authorized by law. (K.S.A. 21-5111(g))

**Domestic Pet.** Any domesticated animal which is kept for pleasure rather than utility. (K.S.A. 21-6411(e))

**Drinking Establishment.** Premises that may be open to the general public, where alcoholic liquor or cereal malt beverage by the individual drink is sold. The term **Drinking establishment** includes a railway car. (K.S.A. 41-2601(h))

**Dwelling.** A building or portion thereof, a tent, a vehicle, or other enclosed space that is used or intended for use as a human habitation, home or residence. (K.S.A. 21-5111(k))

**Dwelling Unit.** A single-family residence, multiple-family residence and each living unit in a mixed-use building. (K.S.A. 31-161(a))

**Electronic Cigarette.** A battery-powered device, whether or not such device is shaped like a cigarette, that can provide inhaled doses of nicotine by delivering a vaporized solution by means of cartridges or other chemical delivery systems. (K.S.A. 79-3301(m))

**Equine.** A horse, pony, mule, jenny, donkey or hinny. (K.S.A. 21-6412(i)(2))

**Explosives.** Any chemical compound, mixture or device, of which the primary purpose is to function by explosion, and includes, but is not limited to, dynamite and other high explosives, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord and igniters. (K.S.A. 21-6312(e))

**Farm Animal.** An animal raised on a farm or ranch and used or intended for use as food or fiber. (K.S.A. 21-6411(b))

**Federal Law Enforcement Officer.** A law enforcement officer employed by the United States federal government who, as part of such officer's duties, is permitted to make arrests and to be armed. (K.S.A. 21-5413(h)(11))

**Fighting Words.** Words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace. (K.S.A. 21-6203(c))

**Financial Card.** An identification card, plate, instrument, device or number issued by a business organization authorizing the cardholder to purchase, lease or otherwise obtain money, goods, property or services or to conduct other financial transactions. (K.S.A. 21-5828(c)(1))

**Firearm.** Any weapon designed or having the capacity to propel a projectile by force of an explosion or combustion. (K.S.A.21-5111(m))

**Fire Department.** A public fire department under the control of the governing body of a city, township, county, fire district or benefit district or a private fire department operated by a nonprofit corporation providing fire protection services for a city, township, county, fire district or benefit district under contract with the governing body of the city, township, county or district.

**Fish.** As a verb, means take, in any manner, any fish.

**Funeral.** The ceremonies, processions, and memorial services held in connection with the burial or cremation of a person. (K.S.A. 21-6106(c)(1))

**Furbearing Animal.** Any badger, beaver, bobcat, grey fox, lynx, marten, mink, muskrat, opossum, otter, raccoon, red fox, spotted skunk, striped skunk, swift fox or weasel. (K.S.A 32-701(e))

**Furharvest.**

(a) Take, in any manner, any furbearing animal; or

(b) Trap or attempt to trap any coyote.

(K.S.A. 32-701(f))

**Game Animal.** Any big game animal, wild turkey or small game animal. (K.S.A. 32-701(g))

**Gamecock.** A domesticated fowl that is bred, reared or trained for the purpose of fighting with other fowl. (K.S.A. 21-6417(e))

**Hard Cider.** Any alcoholic beverage that:

(a) Contains less than 8.5% alcohol by volume;

(b) has a carbonation level that does not exceed 6.4 grams per liter; and

(c) is obtained by the normal alcoholic fermentation of the juice of sound, ripe apples or pears, including such beverages containing sugar added for the purpose of correcting natural deficiencies. (K.S.A. 41-102(g))

**Hunt.**

(a) Take, in any manner, any wildlife other than a fish, bullfrog, furbearing animal or coyote; or

(b) Take, in any manner other than by trapping, any coyote. (K.S.A. 32-701(i))

**Intent to Defraud.** An intention to deceive another person, and to induce such other person, in reliance upon such deception, to assume, create, transfer, alter or terminate a right, obligation or power with reference to property. (K.S.A. 21-5111(o))

**Juvenile Detention Facility Officer or Employee.** Any officer or employee of a juvenile detention facility as defined in K.S.A. 38-2302, and amendments thereto.

**Law Enforcement Officer.**

- (a) Any person who by virtue of such person's office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses;
- (b) Any officer of the Kansas department of corrections or, for the purposes of Sec. 3.3 and amendments thereto, any employee of the Kansas department of corrections; or
- (c) Any university police officer or campus police officer, as defined in K.S.A. 22-2401a, and amendments thereto.

(K.S.A. 21-5111(p))

**Maliciously.** A state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse. (K.S.A. 21-6412(i)(3))

**Motion Picture Theater.** A movie theater, screening room or other venue when used primarily for the exhibition of a motion picture. (K.S.A. 51-301(d)(2))

**Motorboat.** Any vessel propelled by machinery, whether or not such machinery is the principal source of propulsion. (K.S.A. 32-1102(b))

**Motor Vehicle.** Every vehicle, other than a motorized bicycle, electric-assisted bicycle or a motorized wheelchair, that is self-propelled.

**Needle.** A sharp, pointed implement used for the purpose of tattooing, cosmetic tattooing or body piercing. The term **needle** does not include any implements or object altered to be used as needles. (K.S.A. 65-1940(o))

**Nonferrous Metal.** A metal that does not contain iron or steel. (K.S.A. 50-6,109(b)(5))

**Nonfunctional Airbag.** A replacement airbag that:

- (a) Was previously deployed or damaged;
- (b) Has an electric fault that is detected by the motor vehicle's diagnostic systems when the installation procedure is completed and the motor vehicle is returned to the customer who requested the work to be performed or when ownership is intended to be transferred;

- (c) Includes a part or object, including a supplemental restraint system component, installed in a motor vehicle to mislead the owner or operator of the motor vehicle into believing that a functional airbag has been installed; or
- (d) Is prohibited from being sold or leased in accordance with 49 U.S.C. § 30120(j). ((K.S.A. 8-15,115(c)(3))

**Obtain.** To bring about a transfer of interest in or possession of property, whether to the offender or to another. (K.S.A 21-5111(q))

**Obtains or Exerts Control Over Property.** Includes but is not limited to, the taking, carrying away, sale, conveyance, transfer of title to, interest in, or possession of property. (K.S.A. 21-5111(r))

**Ordinance Cigarette or Tobacco Infraction.** A violation of an ordinance that proscribes the same behavior as proscribed by subsection (m) or (n) of K.S.A. 79-3321 and amendments thereto.

**Owner.** A person who has any interest in property. (K.S.A 21-5111(s))

**Paint Ball Gun.** Any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun designed to forcibly expel from an opening therein any paint ball, and whether operating from and upon compressed air or mechanical or elastic springwork or otherwise.

**Person.** An individual, public or private corporation, government, partnership or unincorporated association. (K.S.A. 21-5111(t))

**Personal Property.** Goods, chattels, effects, evidences of rights in action and all written instruments by which any pecuniary obligation, or any right or title to property, real or personal, shall be created, acknowledged, assigned, transferred, increased, defeated, discharged, or dismissed. (K.S.A. 21-5111(u))

**Police Dog.** Any dog which is owned, or the service of which is employed, by a law enforcement agency for the principal purpose of aiding in the detection of criminal activity, enforcement of laws or apprehension of offenders.

**Possession.** Knowingly having joint or exclusive control over an item or knowingly keeping some item in a place where the person has some measure of access and right of control. (K.S.A. 21-5111(v))

**Private Place.** A place where one may reasonably expect to be safe from uninvited intrusion or surveillance. (K.S.A. 21-6101(f))

**Property.** Anything of value, tangible or intangible, real or personal. (K.S.A. 21-5111(w))

**Prosecution.** All legal proceedings by which a person's liability for an offense is determined. (K.S.A. 21-5111(x))

**Public Demonstration.**

- (a) Any picketing or similar conduct; or
- (b) Any oration, speech, use of sound amplification equipment or device, or similar conduct that is not part of a funeral. (K.S.A. 21-6106(c)(2))

**Public Employee.** A person employed by or acting for the city for the purpose of exercising the city's respective power and performing their respective duties and who is not a "public officer." (K.S.A. 21-5111(z))

**Public Offense or Offense.** An act or omission defined by this code which, upon conviction, is punishable by fine, confinement or both fine and confinement.

**Public Officer.** Includes the following, whether elected or appointed.

- (a) An executive or administrative officer of the city;
- (b) A member of the governing body of the city;
- (c) A judicial officer, which shall include a judge, municipal judge, magistrate, juror, master or any other person appointed by a judge or court to hear or determine a cause of controversy;
- (d) A hearing officer, which shall include any person authorized by law or private agreement, to hear or determine a cause or controversy and who is not a judicial officer;
- (e) A law enforcement officer; and
- (f) Any other person exercising the functions of a public officer under color of right.

(K.S.A. 21-5111(aa))

**Railroad Property.** Includes, but is not limited to, any train, locomotive, railroad car, caboose, rail-mounted work equipment, rolling stock, work equipment, safety device, switch, electronic signal, microwave communication equipment, connection, railroad track, rail, bridge, trestle, right-of-way or other property that is owned, leased, operated or possessed by a railroad company. (K.S.A. 21-5809(e))

**Real Property or Real Estate.** Every estate, interest and right in lands, tenements and hereditaments. (K.S.A. 21-5111(bb))

**Rebuilder.** A person who is engaged in the business of rebuilding salvage vehicles, as defined in K.S.A. 8-196, and amendments thereto, and selling such rebuilt salvage vehicles. (K.S.A. 8-2401(oo))

**Retail Dealer.** A person, other than a vending machine operator, in possession of cigarettes or electronic cigarettes for the purpose of sale to a consumer. (K.S.A. 79-3301(v))

**Runaway.** A child under 18 years of age who is voluntarily absent from:

- (a) The child's home without the consent of the child's parent or other custodian; or
- (b) A court ordered or designated placement, or a placement pursuant to court order, if the absence is without the consent of the person with whom the child is placed or, if the child is placed in a facility, without the consent of the person in charge of such facility or such person's designee.

(K.S.A. 21-5603(d))

**Sail Board.** A surfboard using for propulsion a free sail system comprising one or more swivel-mounted rigs (mast, sail and booms) supported in an upright position by the crew and the wind. (K.S.A. 32-1102(p))

**Sailboat.** Any vessel, other than a sail board, that is designed to be propelled by wind action upon a sail for navigation on the water. (K.S.A. 32-1102(s))

**Salvage Vehicle Dealer.** Any person engaged in the business of buying, selling or exchanging used vehicles and primarily engaged in the business of the distribution at wholesale or retail of used motor vehicle parts and includes establishments primarily engaged in dismantling motor vehicles for the purpose of selling parts. (K.S.A. 8-2401(y))

**Salvage Vehicle Pool.** Any person who as an agent for a third party is primarily engaged in the business of storing, displaying and offering for sale salvage vehicles. (K.S.A. 8-2401(hh))

**Sample.** Cigarettes or tobacco products distributed to members of the general public at no cost for purposes of promoting the product. (K.S.A. 79-3301(x))

**School Employee.** Any employee of a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12. (K.S.A. 21-5413(i)(5))

**Scrap Metal Recycler.** A person who engages in the business of shredding or otherwise processing nonrepairable vehicles or other scrap metal into prepared grades and whose principal product is scrap iron, scrap steel or nonferrous metallic scrap for sale for remelting purposes. (K.S.A. 8-2401(mm))

**Sexual Intercourse.** Any penetration of the female sex organ by a finger, the male sex organ or any object. Any penetration, however slight, is sufficient to constitute sexual intercourse. **Sexual Intercourse** does not include penetration of the female sex organ by a finger or object in the course of the performance of:

- (a) Generally recognized health care practices; or
- (b) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

(K.S.A. 21-5501(a))

**Sexually Explicit Conduct.** Actual or simulated: Sexual intercourse or sodomy, including genital-genital, oral-genital, anal-genital or oral-anal contact, whether between persons of the same or opposite sex; masturbation and sado-masochistic abuse for the purpose of sexual stimulation. (K.S.A. 21-5611(g)(1))

**Smoke Detector.** A device or combination of devices which operate from a power supply in the dwelling unit or at the point of installation for the purpose of detecting visible or invisible particles of combustion. Such term shall include smoke detectors approved or listed for the purpose for which they are intended by an approved independent testing laboratory. (K.S.A. 31-161(b))

## **Smoking; Definitions.**

- (a) **Access Point** means the area within a 10 foot radius outside of any doorway, open window or air intake leading into a building or facility that is not exempted pursuant to subsection (d) of section 10.24.
- (b) **Bar** means any indoor area that is operated and licensed for the sale and service of alcoholic beverages, including alcoholic liquor as defined in K.S.A. 41-102, and amendments thereto, or cereal malt beverages as defined in K.S.A. 41-2701, and amendments thereto, for on premises consumption.
- (c) **Employee** means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers their services for a nonprofit entity.
- (d) **Employer** means any person, partnership, corporation, association or organization, including municipal or nonprofit entities, which employs one or more individual persons.
- (e) **Enclosed Area** means all space between a floor and ceiling which is enclosed on all sides by solid walls, windows or doorways which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid or similar structures. For purposes of this section, the following shall not be considered an enclosed area:
  - (1) Rooms or areas, enclosed by walls, windows or doorways, having neither a ceiling nor a roof and which are completely open to the elements and weather at all times; and
  - (2) Rooms or areas, enclosed by walls, fences, windows or doorways and a roof or ceiling, having openings that are permanently open to the elements and weather and which comprise an area that is at least 30% of the total perimeter wall area of such room or area.
- (f) **Food Service Establishment** means any place in which food is served or is prepared for sale or service on the premises. Such term shall include, but not be limited to, fixed or mobile restaurants, coffee shops, cafeterias, short-order cafes, luncheonettes, grills, tea rooms, sandwich shops, soda fountains, taverns, private clubs, roadside kitchens, commissaries and any other private, public or nonprofit organization or institution routinely serving food and any other eating or drinking establishment or operation where food is served or provided for the public with or without charge.

- (g) **Gaming Floor** means the area of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto, where patrons engage in Class III gaming. The gaming floor shall not include any areas used for accounting, maintenance, surveillance, security, administrative offices, storage, cash or cash counting, records, food service, lodging or entertainment, except that the gaming floor may include a bar where alcoholic beverages are served so long as the bar is located entirely within the area where Class III gaming is conducted.
- (h) **Medical Care Facility** means a physician's office, general hospital, special hospital, ambulatory surgery center or recuperation center, as defined by K.S.A. 65-425, and amendments thereto.
- (i) **Outdoor Recreational Facility** means a hunting, fishing, shooting or golf club, business or enterprise operated primarily for the benefit of its owners, members and their guests and not normally open to the general public.
- (j) **Place of Employment** means any enclosed area under the control of a public or private employer, including, but not limited to, work areas, auditoriums, elevators, private offices, employee lounges and restrooms, conference and meeting rooms, classrooms, employee cafeterias, stairwells and hallways, that is used by employees during the course of employment. For purposes of this section, a private residence shall not be considered a place of employment unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.
- (k) **Private Club** means an outdoor recreational facility operated primarily for the use of its owners, members and their guests that in its ordinary course of business is not open to the general public for which use of its facilities has substantial dues or membership fee requirements for its members.
- (l) **Public Building** means any building owned or operated by:
- (1) The state, including any branch, department, agency, bureau, commission, authority or other instrumentality thereof;
  - (2) Any county, city, township, other political subdivision, including any commission, authority, agency or instrumentality thereof; or
  - (3) Any other separate corporate instrumentality or unit of the state or any municipality.

- (m) **Public Meeting** means any meeting open to the public pursuant to K.S.A. 75-4317 et seq., and amendments thereto, or any other law of this state.
  - (n) **Public Place** means any enclosed areas open to the public or used by the general public including, but not limited to: Banks, bars, food service establishments, retail service establishments, retail stores, public means of mass transportation, passenger elevators, health care institutions or any other place where health care services are provided to the public, medical care facilities, educational facilities, libraries, courtrooms, public buildings, restrooms, grocery stores, school buses, museums, theaters, auditoriums, arenas and recreational facilities. For purposes of this section, a private residence shall not be considered a public place unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.
  - (o) **Smoking** means possession of a lighted cigarette, cigar, pipe or burning tobacco in any other form or device designed for the use of tobacco.
  - (p) **Tobacco Shop** means any indoor area operated primarily for the retail sale of tobacco, tobacco products or smoking devices or accessories, and which derives not less than 65% of its gross receipts from the sale of tobacco.
  - (q) **Substantial Dues or Membership Fee Requirements** means initiation costs, dues or fees proportional to the cost of membership in similarly situated outdoor recreational facilities that are not considered nominal and implemented to otherwise avoid or evade restrictions of a statewide ban on smoking.
- (K.S.A. 21-6109)

**Sodomy.** Oral contact or oral penetration of the female genitalia or oral contact of the male genitalia; anal penetration, however slight, of a male or female by any body part or object; or oral or anal copulation or sexual intercourse between a person and an animal. **Sodomy** does not include penetration of the anal opening by a finger or object in the course of the performance of:

- (a) Generally recognized health care practices; or
- (b) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

(K.S.A. 21-5501(b))

**Solicit or Solicitation.** To command, authorize, urge, incite, request or advise another to commit an offense. (K.S.A. 21-5111(cc))

**State of Nudity.** Any state of undress in which the human genitals, pubic region, buttock or female breast, at a point below the top of the areola, is less than completely and opaquely covered. (K.S.A. 21-5611(g)(2))

**State or This State.** Means the state of Kansas and all land and water in respect to which the state of Kansas has either exclusive or concurrent jurisdiction or the air space above such land and water. (K.S.A. 21-5111(dd))

**State Correctional Officer or Employee.** Any officer or employee of the Kansas department of corrections or any independent contractor, or any employee of such contractor, working at a correctional institution. (K.S.A. 21-5413(i)(2))

**Spirits.** Any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances. (K.S.A. 41-102(jj))

**Spouse.** A lawful husband or wife, unless the couple is living apart in separate residences or either spouse has filed an action for annulment, separate maintenance or divorce or for relief under the protection from abuse act. (K.S.A. 21-5501(c))

**Stolen Property.** Property over which control has been obtained by theft. (K.S.A. 21-5111(ee))

**Supplemental Restraint System.** A passive inflatable motor vehicle occupant crash protection system designed for use in conjunction with active restraint systems as described in 49 C.F.R. § 571.208. A supplemental restraint system includes:

- (a) Each airbag installed in accordance with the motor vehicle manufacturer's design; and
- (b) All components required to ensure that an airbag operates as designed in the event of a crash and in accordance with the federal motor vehicle safety standards for the specific make, model and year of the motor vehicle. (K.S.A. 8-15,115(c)(4))

**Tattooing.** The process by which the skin is marked or colored by insertion of nontoxic dyes or pigments by use of a needle into or under the subcutaneous portion of the skin so as to form indelible marks for cosmetic or figurative purposes. (K.S.A. 65-1940(i))

**Telecommunications Device.** Includes telephones, cellular telephones, telefacsimile machines and any other electronic device which makes use of an electronic communication service, as defined in K.S.A. 22-2514, and amendments thereto. (K.S.A. 21-6206(d))

**Telefacsimile Communication.** The use of electronic equipment to send or transmit a copy of a document via telephone line.

**Temporary Permit.** Means the same as defined by K.S.A. 41-2601, and amendments thereto. (K.S.A. 41-102(II))

**Threat.** A communicated intent to inflict physical or other harm on any person or on property. (K.S.A. 21-5111(ff))

**Throwing Star.** Any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond, or other geometric shape, manufactured for use as a weapon for throwing. (K.S.A. 21-6301(m)(4))

**Tobacco Products.** Cigars, cheroots, stogies, periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff, snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking. Tobacco products do not include cigarettes. (K.S.A. 79-3301(bb))

**Toxic Vapors.** The following substances or products containing such substances:

- (a) Alcohols, including methyl, isopropyl, propyl, or butyl;
- (b) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
- (c) Acetone;
- (d) Benzene;
- (e) Carbon tetrachloride;
- (f) Cyclohexane;

- (g) Freons, including freon 11, freon 12, and other halogenated hydrocarbons;
  - (h) Hexane;
  - (i) Methyl ethyl ketone;
  - (j) Methyl isobutyl ketone;
  - (k) Naptha;
  - (l) Perchloroethylene;
  - (m) Toluene;
  - (n) Trichloroethane; or
  - (o) Xylene.
- (K.S.A. 21-5712(e))

**Transmission.** Any form of communication, including, but not limited to, physical transmission of paper and electronic transmission that creates a record that may be retained and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Transmission also includes a request to receive a transmission of a visual depiction; (K.S.A. 21-5611(g)(3))

**Unlawful Sexual Act.** Any lewd and lascivious behavior or sexual battery as defined in this code. (K.S.A. 21-5501(d))

**Vehicle Crusher.** Any person, other than a vehicle recycler or a scrap metal recycler, who engages in the business of flattening, crushing or otherwise processing nonrepairable vehicles for recycling. Vehicle crushers include, but are not limited to, persons who use fixed or mobile equipment to flatten or crush nonrepairable vehicles for a vehicle recycler or a scrap metal recycler. (K.S.A. 8-2401(kk))

**Vehicle Dealer.** Any person who:

- (a) For commission, money or other thing of value is engaged in the business of buying, selling or offering or attempting to negotiate a sale of an interest in vehicles; or
- (b) For commission, money or other thing of value is engaged in the business of buying, selling or offering or attempting to negotiate a sale of an interest in motor vehicles as an auction motor vehicle dealer as defined in Sec. 1.1; but does not include:
  - (1) Receivers, trustees, administrators, executors, guardians, or other persons appointed by or acting under the judgment or order of any court, or any bank, trustee or lending company or institution which is subject to state or federal regulations as such, with regard to its disposition of repossessed vehicles;

- (2) Public officers while performing their official duties;
- (3) Employees of persons enumerated subparagraphs (1) and (2), when engaged in the specific performance of their duties as such employees;
- (4) Auctioneers conducting auctions for persons enumerated in subparagraphs (1), (2), or (3); or
- (5) Auctioneers who, while engaged in conducting an auction of tangible person property for others, offer for sale:
  - (A) Vehicles which have been used primarily in a farm or business operation by the owner offering the vehicle for sale, including all vehicles which qualified for a farm vehicle tag at the time of sale except vehicles owned by a business engaged primarily in the business of leasing or renting passenger cars;
  - (B) Vehicles which meet the statutory definition of antique vehicles; or
  - (C) Vehicles for no more than four principals or households per auction. All sales of vehicles exempted pursuant to subparagraphs (5), except truck, truck tractors, pole trailers, trailers and semitrailers as defined by K.S.A. 8-126, and amendments thereto, shall be registered in Kansas prior to the sale. (K.S.A. 8-2401(a))

**Vehicle Recycler.** A person who engages in the business of acquiring, dismantling, removing parts from or destroying nonrepairable vehicles for the primary purpose of reselling the vehicle parts. (K.S.A. 8-2401(II))

**Vessel.** Any watercraft designed to be propelled by machinery, oars, paddles or wind action upon a sail for navigation on the water. (K.S.A. 32-1102(a))

**Visual Depiction.** Any photograph, film, video picture, digital or computer-generated image or picture made or produced by electronic, mechanical or other means. (K.S.A. 21-5611(g)(4))

**Wildlife.**

- (a) Wildlife means any member of the animal kingdom, including, without limitation, any mammal, fish, bird, amphibian, reptile, mollusk, crustacean, arthropod or other invertebrate, and includes any part, product, egg or offspring thereof, or the dead body or parts thereof.
- (b) Wildlife does not include agricultural livestock, including, but not limited to, cattle, swine, sheep, goats, horses, mules and other equines, and poultry, including, but not limited to, domestic chickens, turkeys and guinea fowl. (K.S.A. 32-701(u))

**Wine.** Any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies. Wine includes hard cider and any other product that is commonly known as a subset of wine. (K.S.A. 41-102(mm))

**Written Instrument.** Any paper, document or other instrument containing written or printed matter or the equivalent thereof, used for purposes of reciting, embodying, conveying or recording information, and any money, tokens, stamp, seal, badge, trademark, or other evidence or symbol of value, right, privilege or identification that is capable of being used to the advantage or disadvantage of some person. (K.S.A. 21-5111(gg))

**Sec. 1.2 Liability for Offenses of Another.**

- (a) A person is criminally responsible for an offense committed by another if such person, acting with the mental culpability required for the commission thereof, advises, hires, counsels or procures the other to commit the offense or intentionally aids the other in committing the conduct constituting the offense.
- (b) A person liable under subsection (a) is also liable for any other offense committed in pursuance of the intended offense if reasonably foreseeable by such person as a probable consequence of committing or attempting to commit the crime intended.
- (c) A person liable under this section may be charged with and convicted of the offense although the person alleged to have directly committed the act constituting the offense.

- (1) Lacked criminal or legal capacity;
- (2) Has not been convicted;
- (3) Has been acquitted; or
- (4) Has been convicted of some other degree of the offense or of some other offense based on the same act. (K.S.A. 21-5210)

### **Sec. 1.3. Corporations: Criminal Responsibility; Individual Liability.**

#### **(a) Corporations; Criminal Responsibility.**

- (1) A corporation is criminally responsible for acts committed by its agents when acting within the scope of their authority.
- (2) Agent means any director, officer, servant, employee or other person who is authorized to act on behalf of the corporation.

#### **(b) Individual Liability for Corporate Offenses.**

- (1) An individual who performs public offenses, or causes such acts to be performed, in the name of or on behalf of a corporation is legally responsible to the same extent as if such acts were in the person's own name or on the person's own behalf.
- (2) An individual who has been convicted of an offense based on conduct performed by such individual for and on behalf of a corporation is subject to punishment as an individual upon conviction of such offense, although a lesser or different punishment is authorized for the corporation. (K.S.A. 21-5211;5212)

## **Article 2. Anticipatory Offenses**

### **Sec. 2.1. Attempt.**

- (a) An attempt is any overt act toward the perpetration of an offense done by a person who intends to commit such offense but fails in the perpetration thereof or is prevented or intercepted in executing such offense.
- (b) It shall not be a defense to a charge of attempt that the circumstances under which the act was performed, or the means employed or the act itself were such that the commission of the offense was not possible.

- (c) An attempt to commit a Class A violation is a Class B violation.
- (d) An attempt to commit a Class B or C violation is a Class C violation. (K.S.A. 21-5301)

## **Sec. 2.2. Conspiracy.**

- (a) A conspiracy is an agreement with another person to commit an offense or to assist in committing an offense. No person may be convicted of a conspiracy unless an overt act in furtherance of such conspiracy is alleged and proved to have been committed by such person or by a co-conspirator.
- (b) It is immaterial to the criminal liability of a person charged with conspiracy that any other person with whom the defendant conspired lacked the actual intent to commit the underlying crime provided that the defendant believed the other person did have the actual intent to commit the underlying crime.
- (c) It shall be a defense to a charge of conspiracy that the accused voluntarily and in good faith withdrew from the conspiracy, and communicated the fact of such withdrawal to one or more of the accused person's co-conspirators, before any overt act in furtherance of the conspiracy was committed by the accused or by a co-conspirator.
- (d) A conspiracy to commit a violation is a Class C violation. (K.S.A. 21-5302)

## **Article 3. Offenses Against Persons**

### **Sec. 3.1. Battery.**

- (a) Battery is:
  - (1) Knowingly or recklessly causing bodily harm to another person; or
  - (2) Knowingly causing physical contact with another person when done in a rude, insulting or angry manner.
- (b) Battery is a Class B violation. (K.S.A. 21-5413)

### **Sec. 3.1.1. Domestic Battery.**

- (a) Domestic battery is:
  - (1) Knowingly or recklessly causing bodily harm to a person with whom the offender is involved or has been involved in a dating relationship or a family or household member; or
  - (2) Knowingly causing physical contact with a person with whom the offender is involved or has been involved in a dating relationship or a family or household member, when done in a rude, insulting or angry manner.
  
- (b)
  - (1) Upon a first conviction of a violation of domestic battery, an offender shall be guilty of a Class B violation and sentenced to not less than 48 consecutive hours nor more than six months' imprisonment and fined not less than \$200, nor more than \$500 or in the court's discretion the court may enter an order which requires the offender to undergo a domestic violence offender assessment conducted by a certified batterer intervention program and follow all recommendations made by such program;
  - (2) If, within five years immediately preceding commission of the crime, an offender is convicted of a violation of domestic battery a second time, the offender shall be guilty of a Class A violation and sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$500 nor more than \$1,000. The five days' imprisonment mandated by this subsection may be served in a work release program only after such offender has served 48 consecutive hours' imprisonment, provided such work release program requires such offender to return to confinement at the end of each day in the work release program. The offender shall serve at least five consecutive days' imprisonment before the offender is granted probation, suspension or reduction of sentence or parole or is otherwise released. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the offender shall be required to undergo a domestic violence offender assessment conducted by a certified batterer intervention program and follow all recommendations made by such program, unless otherwise ordered by the court or department of corrections; and

- (c) In determining the sentence to be imposed within the limits provided for a first, second, third or subsequent offense under this section, a court shall consider information presented to the court relating to any current or prior protective order issued against such person.
- (d) As used in this section:
- (1) **Dating relationship** means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed: Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since the termination of the relationship, if applicable;
  - (2) **Family or household member** means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. **Family or household member** also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and
  - (3) **Protective Order** means:
    - (A) A protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto;
    - (B) A protective order issued by a court or tribunal of any state or Indian tribe that is consistent with the provisions of 18 U.S.C. § 2265;
    - (C) A restraining order issued pursuant to K.S.A. 23-2707, 38-2243, 38-2244 or 38-2255, and amendments thereto, or K.S.A. 60-1607, prior to its transfer;
    - (D) An order issued in this or any other state as a condition of pretrial release, diversion, probation, suspended sentence, postrelease supervision or at any other time during the criminal case or upon appeal that orders the person to refrain from having any direct or indirect contact with a family or household member;

- (E) An order issued in this or any other state as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal, that orders the person to refrain from having any direct or indirect contact with another person; or
  - (F) A protection from stalking order issued pursuant to K.S.A. 60-31a05 or 60-31a06, and amendments thereto.
- (e) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:
- (1) **Conviction** includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;
  - (2) **Conviction** includes being convicted of a violation of a law of another state, or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance or resolution;
  - (3) Only convictions occurring in the immediately preceding five years including prior to the effective date of this act shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first or second offender, whichever is applicable; and
  - (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (f) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section or an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits only twice during any five-year period. (K.S.A. 21-5414)

### **Sec. 3.2. Battery Against a Law Enforcement Officer.**

- (a) Battery against a law enforcement officer is a battery, as defined in Section 3.1(a)(2) of this article, committed against a:

- (1) Uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty;
- (2) Uniformed or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, or a juvenile detention facility officer, or employee, while such officer is engaged in the performance of such officer's duty;
- (3) Uniformed or properly identified federal law enforcement officer while such officer is engaged in the performance of such officer's duty;
- (4) Judge, while such judge is engaged in the performance of such judge's duty;
- (5) Attorney, while such attorney is engaged in the performance of such attorney's duty; or
- (6) Community corrections officer or court services officer, while such officer is engaged in the performance of such officer's duty.

(b) As used in this section:

- (1) **Judge** means a duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge;
- (2) **Attorney** means a (A) City attorney, assistant city attorney, city prosecutor, assistant city prosecutor, county attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general or special assistant attorney general; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or an attorney who is appointed by the court to perform services for an indigent person as provided by article 45 of chapter 22 of the Kansas Statutes Annotated and amendments thereto;
- (3) **Community Corrections Officer** means an employee of a community correctional services program responsible for supervision of adults or juveniles as assigned by the court to community corrections supervision and any other employee of a community correctional services program that provides enhanced supervision of offenders such as house arrest and surveillance programs;

(4) **Court Services Officer** means an employee of the Kansas judicial branch or local judicial district responsible for supervising, monitoring or writing reports relating to adults or juveniles as assigned by the court, or performing related duties as assigned by the court.

(c) Battery against a law enforcement officer is a Class A violation. (K.S.A. 21-5413)

### **Sec. 3.2.1. Sexual Battery.**

(a) Sexual battery is the touching of a victim who is 16 or more years of age and who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.

(b) Sexual battery is a Class A violation. (K.S.A. 21-5505)

{**Editor's note:** In *City of Shawnee v. Adem*, 314 Kan. 12 (2021), the Kansas Supreme Court held the Kansas Offender Registration Acts applies to any person convicted of sexual battery under Sec. 3.2.1. of the UPOC.}

### **Sec. 3.2.2. Battery Against a School Employee.**

(a) Battery against a school employee is a battery, as defined in Section 3.1, committed against a school employee in or on any school property or grounds upon which is located a building or structure used by a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12 or at any regularly scheduled school sponsored activity or event, while such employee is engaged in the performance of such employee's duty.

(b) Battery against a school employee is a Class A violation. (K.S.A. 21-5413)

### **Sec. 3.2.3. Battery Against a Health Care Provider.**

(a) Battery against a healthcare provider is a battery as defined in Section 3.1 committed against a healthcare provider while such provider is engaged in the performance of such provider's duty.

- (b) Battery against a healthcare provider is a Class A person violation. (K.S.A. 21-5413)
- (c) As used in this section, healthcare provider means an individual who is licensed, registered, certified or otherwise authorized by the state of Kansas to provide healthcare services in this state.

**Sec. 3.3. Assault and Assault of a Law Enforcement Officer.**

- (a) Assault is knowingly placing another person in reasonable apprehension of immediate bodily harm.
- (b) Assault of a law enforcement officer is assault, as defined in subsection (a), committed against:
  - (1) A uniformed or properly identified state, county or city law enforcement officer while such officer is engaged in the performance of such officer's duty;
  - (2) A uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty; or
  - (3) A uniformed or properly identified federal law enforcement officer as defined in K.S.A. 21-5413, and amendments thereto, while such officer is engaged in the performance of such officer's duty.
- (c) Assault is a Class C violation.
- (d) Assault of a law enforcement officer is a Class A violation. (K.S.A. 21-5412)

**Sec. 3.4. Unlawful Interference with an Emergency Medical Services Attendant.**

- (a) Unlawful interference with an emergency medical service provider is knowingly:
  - (1) Interfering with any emergency medical service provider while engaged in the performance of such emergency medical service provider's duties; or
  - (2) Obstructing, interfering with or impeding the efforts of any emergency medical service provider to reach the location of an emergency.

- (b) Unlawful interference with an emergency medical service provider is a Class B person violation.
- (c) As used in this section, “emergency medical service provider” means the same as in K.S.A. 65-6112, and amendments thereto.
- (d) A person who violates the provisions of this section may also be prosecuted for, convicted of and punished for assault or battery (K.S.A. 21-6326)

### **Sec. 3.5. Unlawful Interference with Firefighter.**

- (a) Unlawful interference with a firefighter is knowingly:
  - (1) Interfering with any firefighter while engaged in the performance of such firefighter’s duties; or
  - (2) Obstructing, interfering with or impeding the efforts of any firefighter to reach the location of a fire or other emergency.
- (b) Unlawful interference with a firefighter is a Class B person violation.
- (c) A person who violates the provisions of this section may also be prosecuted for, convicted of, and punished for assault or battery. (K.S.A. 21-6325)

### **Sec. 3.6. Unlawful Restraint.**

- (a) Unlawful restraint is knowingly and without legal authority restraining another person so as to interfere substantially with such person’s liberty.
- (b) This section shall not apply to acts done in the performance of duty by any law enforcement officer of the state of Kansas or any political subdivision thereof.
- (c) Any merchant, or a merchant’s agent or employee, who has probable cause to believe that a person has actual possession of and has wrongfully taken, or is about to wrongfully take merchandise from a mercantile establishment, may detain such person on the premises or in the immediate vicinity thereof, in a reasonable manner and for a reasonable period of time for the purpose of investigating the circumstances of such possession. Such reasonable detention shall not constitute an arrest nor unlawful restraint.

- (d) Unlawful restraint is a Class A violation. (K.S.A. 21-5411)

**Sec. 3.7. Mistreatment of a Confined Person.**

- (a) Mistreatment of a confined person is knowingly abusing, neglecting or ill-treating any person, who is detained or confined by any law enforcement officer or by any person in charge of or employed by the owner or operator of any correctional institution.
- (b) Mistreatment of a confined person is a Class A violation. (K.S.A. 21-5416)

**Sec. 3.7.1. Interference with Custody of a Committed Person.**

- (a) Interference with custody of a committed person is knowingly taking or enticing any committed person away from the control of such person' s lawful custodian without privilege to do so.
- (b) Interference with custody of a committed person is a class A nonperson violation.
- (c) As used in this section, "committed person" means any person committed other than by criminal process to any institution or other custodian by a court, officer or agency authorized by law to make such commitment. (K.S.A. 21-5410)

**Sec. 3.8. Violation of Protection from Abuse Order.**

- (a) If a person enters or remains on premises or property violating an order issued pursuant to K.S.A. 60-3107(a)(2), and amendments thereto, such violation shall constitute criminal trespass and violation of a protective order.
- (b) If a person abuses, molests or interferes with the privacy or rights of another violating an order issued pursuant to K.S.A. 60-3107(a)(1), and amendments thereto, such violation may constitute assault, battery, domestic battery and violation of a protective order. (K.S.A. 60-3107)

### **Sec. 3.8.1. Violation of a Protective Order.**

- (a) Violation of a protective order is knowingly violating:
  - (1) A protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto;
  - (2) A protective order issued by a court or tribunal of any state or Indian tribe that is consistent with the provisions of 18 U.S.C. Section 2265, and amendments thereto;
  - (3) A restraining order issued pursuant to K.S.A. 23-2707, 38-2243, 38-2244 or 38-2255, and amendments thereto, or K.S.A. 60-1607, prior to its transfer;
  - (4) An order issued in this or any other state as a condition of pretrial release, diversion, probation, suspended sentence, post release supervision or at any other time during the criminal case that orders the person to refrain from having any direct or indirect contact with another person;
  - (5) An order issued in this or any other state as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal, that orders the person to refrain from having any direct or indirect contact with another person;
  - (6) A protection from stalking or sexual assault order issued pursuant to K.S.A. 60-31a05 or 60-31a06, and amendments thereto.
- (b) Order includes any order issued by a municipal or district court.
- (c) No protective order, as set forth in this section, shall be construed to prohibit an attorney, or any person acting on the attorney's behalf, who is representing the defendant in any civil or criminal proceeding, from contacting the protected party for a legitimate purpose within the scope of the civil or criminal proceeding. The attorney, or person acting on the attorney's behalf, shall be identified in any such contact. (K.S.A. 21-5924)
- (d) Violation of a protective order is a Class A violation. (K.S.A. 21-5924)

### **Sec. 3.9. Criminal False Communication.**

- (a) Criminal false communication is:
  - (1) Communicating to any person, by any means, information that the person communicating such information knows to be false will tend to:
    - (A) Expose another living person to public hatred, contempt or ridicule;
    - (B) Deprive such person of the benefits of public confidence and social acceptance; or
    - (C) Degrade and vilify the memory of one who is dead and to scandalize or provoke surviving relatives and friends; or
  - (2) Recklessly making, circulating or causing to be circulated any false report, statement or rumor with intent to injure the financial standing or reputation of any bank, financial or business institution or the financial standing of any individual in this state.
- (b) In all prosecutions under this section the truth of the information communicated shall be admitted as evidence. It shall be a defense to a charge of criminal false communication if it is found that such matter was true.
- (c) Criminal false communication is a Class A violation. (K.S.A. 21-6103)

### **Sec. 3.10. Hazing.**

- (a) Hazing is recklessly coercing, demanding or encouraging another person to perform, as a condition of membership in a social or fraternal organization, any act which could reasonably be expected to result in great bodily harm, disfigurement or death or which is done in a manner whereby great bodily harm, disfigurement or death could be inflicted.
- (b) Hazing is a Class B nonperson violation. (K.S.A. 21-5418)

### **Sec. 3.11. Unlawful Administration of a Substance.**

- (a) Unlawful administration of a substance is the administration of a substance to another person without consent with the intent to impair such other person's physical or mental ability to appraise or control such person's conduct.
- (b) As used in this section, **administration of a substance** means any method of causing the ingestion by another person of a controlled substance, including gamma hydroxybutyric acid or any controlled substance analog, as defined in K.S.A. 65-4101, and amendments thereto, of gamma hydroxybutyric acid, including gamma butyrolactone; butyrolactone; butyrolactone gamma; 4-butyrolactone; 2(3H)-furanone dihydro; dihydro-2(3H)-furanone; tetrahydro-2-furanone; 1,2-butanolide; 1,4-butanolide; 4-butanolide; gamma-hydroxybutyric acid lactone; 3-hydroxybutyric acid lactone and 4-hydroxybutanoic acid lactone with CAS No. 96-48-0; 1,4 butanediol; butanediol; butane-1,4-diol; 1,4-butylene glycol; butylene glycol; 1,4-dihydroxybutane; 1,4-tetramethylene glycol, tetramethylene glycol; tetramethylene 1,4-diol.
- (c) This section shall not prohibit administration of any substance described in subsection (b) for lawful medical or therapeutic treatment. (K.S.A. 21-5425)
- (d) Unlawful administration of a substance is a Class A violation. (K.S.A. 21-5425)

### **Sec. 3.12. Breach of Privacy.**

- (a) Breach of privacy is knowingly and without lawful authority:
  - (1) Intercepting, without the consent of the sender or receiver, a message by telephone, telegraph, letter or other means of private communication;
  - (2) Divulging, without the consent of the sender or receiver, the existence or contents of such message if such person knows that the message was illegally intercepted, or if such person illegally learned of the message in the course of employment with an agency in transmitting such message;

- (3) Entering with intent to listen surreptitiously to private conversations in a private place or to observe the personal conduct of any other person or persons entitled to privacy therein;
  - (4) Installing or using outside or inside a private place any device for hearing, recording, amplifying or broadcasting sounds originating in such place, which sounds would not ordinarily be audible or comprehensible without the use of such device, without the consent of the person or persons entitled to privacy therein; or
  - (5) Installing or using any device or equipment for the interception of any telephone, telegraph or other wire or wireless communication without the consent of the person in possession or control of the facilities for such communication.
- (b) Subsection (a)(1) shall not apply to messages overheard through a regularly installed instrument on a telephone party line or on an extension.
- (c) The provisions of this section shall not apply to: (1) an operator of a switchboard, or any officer, employee or agent of any public utility providing telephone communications service, whose facilities are used in the transmission of a communication, to intercept, disclose or use that communication in the normal course of employment while engaged in any activity which is incident to the rendition of public utility service or to the protection of the rights of property of such public utility; (2) a provider of an interactive computer service, as defined in 47 U.S.C. § 230, for content provided by another person; (3) a radio common carrier, as defined in K.S.A. 66-1,143, and amendments thereto; and (4) a local exchange carrier or telecommunications carrier as defined in K.S. A. 66-1,187, and amendments thereto.
- (d) Breach of privacy, as defined in this section, is a Class A violation. (K.S.A 21-6101)

### Sec. 3.13. Stalking.

- (a) Stalking is:
  - (1) Recklessly engaging in a course of conduct targeted at a specific person which would cause a reasonable person in the circumstances of the targeted person to fear for such person's safety, or the safety of a member of such person's immediate family and the targeted person is actually placed in such fear;
  - (2) Engaging in a course of conduct targeted at a specific person with knowledge that the course of conduct will place the targeted person in fear for such person's safety or the safety of a member of such person's immediate family.
- (b) For the purposes of this section, a person served with a protective order as defined by K.S.A. 21-3843, prior to its repeal or K.S.A. 21-5924, and amendments thereto, or a person who engaged in acts which would constitute stalking, after having been advised by a law enforcement officer, that such person's actions were in violation of this section, shall be presumed to have acted knowingly as to any like future act targeted at the specific person or persons named in the order or as advised by the officer.
- (c) In a criminal proceeding under this section, a person claiming an exemption, exception, or exclusion has the burden of going forward with evidence of the claim.
- (d) The present incarceration of a person alleged to be violating this section shall not be a bar to prosecution under this section.
- (e) As used in this section:
  - (1) **Course of Conduct** means two or more acts over a period of time, however short, which evidence a continuity of purpose. A course of conduct shall not include constitutionally protected activity nor conduct that was necessary to accomplish a legitimate purpose independent of making contact with the targeted person. A course of conduct shall include, but not be limited to, any of the following acts or a combination thereof:

- (A) Threatening the safety of the targeted person or a member of such person's immediate family;
  - (B) Following, approaching, or confronting the targeted person or a member of such person's immediate family;
  - (C) Appearing in close proximity to, or entering the targeted person's residence, place of employment, school, or other place where such person can be found, or the residence, place of employment, or school of a member of such person's immediate family;
  - (D) Causing damage to the targeted person's residence or property or that of a member of such person's immediate family;
  - (E) Placing an object on the targeted person's property or the property of a member of such person's immediate family, either directly or through a third person;
  - (F) Causing injury to the targeted person's pet or a pet belonging to a member of such person's immediate family;
  - (G) Utilizing any electronic tracking system or acquiring tracking information to determine the targeted person's location, movement or travel patterns; and
  - (H) Any act of communication.
- (2) **Communication** means to impart a message by any method of transmission, including, but not limited to: Telephoning, personally delivering, sending or having delivered, any information or material by written or printed note or letter, package, mail, courier service or electronic transmission, including electronic transmissions generated or communicated via a computer.
- (3) **Computer** means a programmable, electronic device capable of accepting and processing data.
- (4) **Conviction** includes being convicted of a violation of this section or being convicted of a law of another state which prohibits the acts that this section prohibits.
- (5) **Immediate Family**
- (A) Father, mother, stepparent, child, stepchild, sibling, spouse, or grandparent of the targeted person;
  - (B) any person residing in the household of the targeted person; or

- (C) any person involved in an intimate relationship with the targeted person.
- (f) Upon a first conviction, stalking as described in subsection (a) is a Class A violation. Subsequent violations are considered felonies under state law and will be referred to the appropriate prosecuting authority. (K.S.A. 21-5427)

## **Article 4. Sex Offenses**

### **Sec. 4.1. Lewd, Lascivious Behavior.**

- (a) Lewd and lascivious behavior is:
  - (1) Publicly engaging in otherwise lawful sexual intercourse or sodomy with knowledge or reasonable anticipation that the participants are being viewed by others; or
  - (2) Publicly exposing a sex organ or exposing a sex organ in the presence of a person who is not the spouse of the offender and who has not consented thereto, with intent to arouse or gratify the sexual desires of the offender or another.
- (b) Lewd and lascivious behavior if committed in the presence of a person 16 or more years of age is a Class B violation. (K.S.A. 21-5513)

### **Sec. 4.2. Reserved for Future Use.**

### **Sec. 4.3. Selling Sexual Relations.**

- (a) Selling Sexual Relations is performing for hire, or offering or agreeing to perform for hire where there is an exchange of value, any of the following acts:
  - (1) Sexual intercourse;
  - (2) Sodomy; or
  - (3) Manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of the offender or another.
- (b) It shall be an affirmative defense to any prosecution under this section that the defendant committed the violation of this section because such defendant was subjected to human trafficking or aggravated

human trafficking, as defined by K.S.A. 21-5426, and amendments thereto, or commercial sexual exploitation of a child, as defined by K.S.A. 21-6422, and amendments thereto.

- (c) Selling Sexual Relations is a Class B violation. (K.S.A. 21-6419)

#### **Sec. 4.4. Reserved for Future Use.**

#### **Sec. 4.5. Buying Sexual Relations.**

- (a) Buying sexual relations is knowingly:
  - (1) Entering or remaining in a place where sexual relations are being sold or offered for sale with intent to engage in manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of the offender or another, sexual intercourse, sodomy or any unlawful sexual act with a person selling sexual relations who is 18 years of age or older; or
  - (2) Hiring a person selling sexual relations who is 18 years of age or older to engage in manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of the offender or another, sexual intercourse, sodomy or any unlawful sexual act.
- (b) Buying Sexual Relations is a Class A violation on conviction of a first offense. In addition to any other sentence imposed, a person convicted under this section shall be fined not less than \$1,200 nor more than \$2,500. One-half of each fine collected pursuant to this subsection shall be remitted to the human trafficking victim assistance fund and the remainder shall be remitted as otherwise provided by law. (K.S.A. 21-6421)

#### **Sec. 4.5.1. Unlawful use of a Communication Facility.**

- (a) It shall be unlawful for any person to knowingly or intentionally use any communication facility in committing, causing, or facilitating the commission of any violation under Section 4.5, or in any attempt to commit, any conspiracy to commit, or any criminal solicitation of any violation under Section 4.5.

- (b) Violation of this section is a class A violation.
- (c) As used in this section, communication facility means any and all public and private instrumentalities used or useful in the transmission of writing, signs, signals, pictures or sounds of all kinds and includes telephone, wire, radio, computer, computer networks, beepers, pagers and all other means of communication.
- (d) It shall be an affirmative defense to any prosecution under this section that the defendant committed the violation of this section because such defendant was subject to human trafficking or aggravated human trafficking, as defined by K.S.A. 21-5426, and amendments thereto, or commercial sexual exploitation of a child, as defined by K.S.A. 21-6422, and amendments thereto.
- (e) Each separate use of a communication facility may be charged as a separate offense under this section.  
(K.S.A. 21-6424)

## **Article 5. Offenses Affecting Children**

### **Sec. 5.1. Contributing to a Child's Misconduct or Deprivation.**

- (a) Contributing to a child's misconduct or deprivation is:
  - (1) Knowingly causing or encouraging a child under 18 years of age to become or remain a child in need of care as defined by the revised Kansas code for care of children;
  - (2) Knowingly causing or encouraging a child under 18 years of age to commit a traffic infraction or an act which, if committed by an adult, would be a misdemeanor or to violate the provisions of K.S.A. 41-727 or subsection (j) of K.S.A. 74-8810, and amendments thereto;
  - (3) Failure to reveal, upon inquiry by a uniformed or properly identified law enforcement officer engaged in the performance of such officer's duty, any information one has regarding a runaway, with intent to aid the runaway in avoiding detection or apprehension;
  - (4) Knowingly causing or encouraging a child to violate the terms or conditions of the child's probation or conditional release pursuant to subsection (a)(1) of K.S.A. 38-2361, and amendments thereto.

- (b) A person may be found guilty of contributing to a child's misconduct or deprivation even though no prosecution of the child whose misconduct or deprivation the defendant caused or encouraged has been commenced pursuant to the revised Kansas code for care of children, revised Kansas juvenile justice code or Kansas criminal code.
- (c) Contributing to a child's misconduct or deprivation is a Class A violation. (K.S.A. 21-5603)

**Sec. 5.1.2. Unlawful Possession of a Visual Depiction of a Child.**

- (a) Unlawful possession of a visual depiction of a child is knowingly possessing a visual depiction of a child 12 years of age or older but less than 16 years of age in a state of nudity, if committed by a person less than 19 years of age, and the possessor of such visual depiction received such visual depiction directly and exclusively from the child who is the subject of such visual depiction.
- (b) It shall be an affirmative defense to any prosecution under this section that the recipient of a visual depiction of a child in a state of nudity:
  - (1) Received such visual depiction without requesting, coercing or otherwise attempting to obtain such visual depiction;
  - (2) Did not transmit, exhibit or disseminate such visual depiction; and
  - (3) Made a good faith effort to erase, delete or otherwise destroy such visual depiction.
- (c) The provisions of this section shall not apply to possession of a visual depiction of a child in a state of nudity if the person possessing such visual depiction is the child who is the subject of such visual depiction.
- (d) The provisions of this section shall not apply to a visual depiction of a child engaged in sexually explicit conduct or a visual depiction that constitutes obscenity as defined in K.S.A. 21-6401(f)(1), and amendments thereto.
- (e) It shall not be unlawful for a person who is less than 19 years of age to possess a visual depiction of a child in a state of nudity who is 16 years of age or older.

- (f) Unlawful possession of a visual depiction of a child is a Class B person violation. (K.S.A. 21-5610)

**Sec. 5.1.3. Unlawful Transmission of a Visual Depiction of a Child.**

- (a) Unlawful transmission of a visual depiction of a child is knowingly transmitting a visual depiction of a child 12 or more years of age but less than 18 years of age in a state of nudity when the offender is less than 19 years of age.
- (b) It shall be a rebuttable presumption that an offender had the intent to harass, embarrass, intimidate, defame or otherwise inflict emotional, psychological or physical harm if the offender transmitted a visual depiction of a person other than such child in a state of nudity to more than one person.
- (c) The provisions of this section shall not apply to transmission of a visual depiction of a child in a state of nudity by the child who is the subject of such visual depiction.
- (d) The provisions of this section shall not apply to a visual depiction of a child engaged in sexually explicit conduct or a visual depiction that constitutes obscenity as defined in K.S.A. 21-6401(f)(1), and amendments thereto.
- (e) Upon a first conviction, unlawful transmission of a visual depiction of a child is a Class A person violation. (K.S.A. 21-5611)

**Sec. 5.2. Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor.**

- (a) Furnishing alcoholic liquor or cereal malt beverage to a minor is recklessly, directly or indirectly, buying for or distributing any alcoholic liquor or cereal malt beverage to any minor.
- (b) This section shall not apply to wine intended for use and used by any church or religious organization for sacramental purposes.

- (c) It shall be a defense to a prosecution under this section if:
- (1) The defendant is a licensed retailer, club, drinking establishment or caterer or holds a temporary permit, or an employee thereof;
  - (2) The defendant sold the alcoholic liquor or cereal malt beverage to the minor with reasonable cause to believe that the minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage; and
  - (3) To purchase the alcoholic liquor or cereal malt beverage, the person exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document, that reasonably appears to contain a photograph of the minor and purporting to establish that such minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage.
- (d) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward when such furnishing is permitted and supervised by the child's or ward's parent or legal guardian.
- (e) As used in this section, **minor** means a person under 21 years of age.
- (f) Furnishing alcoholic liquor or cereal malt beverage to a minor is a Class B violation for which the minimum fine is \$200. (K.S.A. 21-5607)

### **Sec. 5.3. Unlawfully Hosting Minors Consuming Alcoholic Liquor or Cereal Malt Beverage.**

- (a) Unlawfully hosting minors consuming alcoholic liquor or cereal malt beverage is recklessly permitting a person's residence or any land, building, structure or room owned, occupied, or procured by such person to be used by an invitee of such person or an invitee of such person's child or ward, in a manner that results in the unlawful possession or consumption therein of alcoholic liquor or cereal malt beverages by a minor.

- (b) As used in this section, **minor** means a person under 21 years of age.
- (c) The provisions of this section shall not be deemed to create any civil liability for any lodging establishment, as defined in K.S.A. 36-501, and amendments thereto.
- (d) Unlawfully hosting minors consuming alcoholic liquor or cereal malt beverage is a Class A violation, for which the minimum fine is \$1,000. If the court sentences the offender to perform community or public service work as a condition of probation, as described in subsection (b)(10) of K.S.A. 21-6607, and amendments thereto, the court shall consider ordering the offender to serve the community or public service at an alcohol treatment facility.  
(K.S.A. 21-5608)

#### **Sec. 5.4. Endangering a Child.**

- (a) Endangering a child is knowingly and unreasonably causing or permitting a child under the age of 18 years to be placed in a situation in which the child's life, body or health may be injured or endangered.
- (b) Nothing in this section shall be construed to mean a child is endangered for the sole reason the child's parent or guardian, in good faith, selects and depends upon spiritual means alone through prayer, in accordance with the tenets and practice of a recognized church or religious denomination, for the treatment or cure of disease or remedial care of such child.
- (c) Endangering a child is a Class A violation.  
(K.S.A. 21-5601)

#### **Sec. 5.5. Watercraft; Lifesaving Devices Required.**

- (a) (1) No operator of any vessel may operate such vessel while any person 12 years of age or under is aboard or being towed by such vessel unless such person is either:
  - (A) Wearing a United States Coast guard-approved personal flotation device as prescribed in rules and regulations of the secretary of wildlife and parks; or

- (B) is below decks or in an enclosed cabin.
- (2) A life belt or ring shall not satisfy the requirement of this section.
  
- (b) As used in this section, **operator** means the person who operates or has charge of the navigation or use of a motorboat or a vessel.
  
- (c) Violation of this section shall constitute a Class C nonperson violation. (K.S.A. 32-1129)

**Sec. 5.6. Purchase or Possession of Cigarettes or Tobacco Products by a Minor.**

It shall be unlawful for any person:

- (a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, or tobacco products; or
  
- (b) Who is under 21 years of age to possess or attempt to possess cigarettes, electronic cigarettes, or tobacco products.
  
- (c) Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be \$25. In addition, the judge may require the juvenile to appear in court with a parent or legal guardian. (K.S.A. 79-3321;3322)

**Sec. 5.7. Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.**

- (a) It shall be unlawful for any person to:
  - (1) Sell, furnish or distribute cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age; or
  - (2) Buy any cigarettes, electronic cigarettes, or tobacco products for any person under 21 years of age.
  
- (b) It shall be a defense to a prosecution under this section if:
  - (1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

- (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes or tobacco products; and
  - (3) To purchase or receive the cigarettes, electronic cigarettes, or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, or tobacco products.
  - (4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.
- (c) It shall be a defense to a prosecution under this subsection if:
- (1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and
  - (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.
- (d) As used in this section, **sale** means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration.
- (e) Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200. (K.S.A. 79-3302, 79-3321:79-3322)

**Sec. 5.8. Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21.**

- (a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and 41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, no person under 21 years of age shall possess, consume, obtain, purchase or attempt to obtain or purchase alcoholic liquor or cereal malt beverage except as authorized by law.
- (b) In addition to any other penalty provided for a violation of this section:
  - (1) The court may order the offender to do either or both of the following:
    - (A) Perform 40 hours of public service; or
    - (B) Attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans.
  - (2) Upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 30 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 30 days whether or not that person has a driver's license.
  - (3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 90 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 90 days whether or not that person has a driver's license.
  - (4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one year. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for one year whether or not that person has a driver's license.

- (c) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian.
  
- (d) (1) A person and, if applicable, one or two other persons acting in concert with such person are immune from criminal prosecution for a violation of this section, if such person:
  - (A) (i) Initiated contact with law enforcement or emergency medical services and requested medical assistance on such person's behalf because such person reasonably believed such person was in need of medical assistance; and  
(ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance;
  - (B) (i) Initiated contact with law enforcement or emergency medical services, or was one of one or two other persons who acted in concert with such person, and requested medical assistance for another person who reasonably appeared to be in need of medical assistance;  
(ii) Provided their full name, the name of one or two other persons acting in concert with such person, if applicable, and any other relevant information requested by law enforcement or emergency medical services;  
(iii) Remained at the scene with the person who reasonably appeared to be in need of medical assistance until emergency medical services personnel and law enforcement officers arrived; and  
(iv) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or

- (C)
  - (i) Was the person who reasonably appeared to be in need of medical assistance as described in subsection (d)(1)(B), but did not initiate contact with law enforcement or emergency medical services; and
  - (ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.
- (2) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or such officer's employer, based on the officer's compliance or failure to comply with this subsection.
- (e) Violation of this section by a person 18 or more years of age but less than 21 years of age is a Class C violation for which the minimum fine is \$200.  
(K.S.A. 41-727)

## **Article 6. Offenses Against Property**

### **Sec. 6.1. Theft.**

- (a) Theft is any of the following acts done with the intent to permanently deprive the owner of the possession, use or benefit of the owner's property or services.
  - (1) Obtaining or exerting unauthorized control over property or services;
  - (2) Obtaining control over property or services by deception;
  - (3) Obtaining control over property or services by threat;
  - (4) Obtaining control over stolen property or services knowing the property or services to have been stolen by another; or
  - (5) Knowingly dispensing motor fuel into a storage container or the fuel tank of a motor vehicle at an establishment in which motor fuel is offered for retail sale and leaving the premises of the establishment without making payment for the motor fuel.
- (b) Theft of property or services of the value of less than \$1,500 is a Class A violation.

(c) As used in this section:

- (1) **Regulated scrap metal** means the same as defined in K.S.A. 50-6,109, and amendments thereto;
- (2) **Remote service unit** means the same as defined in K.S.A. 9-1111, and amendments thereto, and includes, but is not limited to, automated cash dispensing machines and automated teller machines; and
- (3) **Value** means the value of the property or, if the property is regulated scrap metal or a remote service unit, the cost to restore the site of the theft of such regulated scrap metal or remote service unit to its condition at the time immediately prior to the theft of such regulated scrap metal or remote service unit, whichever is greater.  
(K.S.A. 21-5801)

**{Editor's Note:** Under state law, theft of property or services of the value of less than \$1,500 is a Class A violation, unless any one of the following is present:

- (1) Property of the value of less than \$1,500 from three separate mercantile establishments within a period of 72 hours as part of the same act or transaction or in two or more acts or transactions connected together or constituting parts of a common scheme or course of conduct is a severity level 9, nonperson felony;
- (2) Property of the value of at least \$50 but less than \$1,500 is a severity level 9, nonperson felony if committed by a person who has, within five years immediately preceding commission of the crime, excluding any period of imprisonment, been convicted of theft two or more times;
- (3) Property that is a firearm of the value of less than \$25,000 is a severity level 9, nonperson felony; and
- (4) Property that is mail of the value of less than \$1,500 from three separate locations within a period of 72 hours as part of the same act or transaction or in two or more acts or transactions connected together or constituting parts of a common scheme or course of conduct is a severity level 9, nonperson felony. Violations under these facts are considered felony violations over which municipal court has no jurisdiction and should be referred to the appropriate prosecuting authority.}

## **Sec. 6.2. Intent; Permanently Deprive.**

- (a) In any prosecution under this article, the following shall be prima facie evidence of intent to permanently deprive the owner or lessor of property of the possession, use or benefit thereof:
- (1) The giving of a false identification or fictitious name, address or place of employment at the time of buying, selling, leasing, trading, gathering, collecting, soliciting, procuring, receiving, dealing or otherwise obtaining or exerting control over the property.
  - (2) The failure of a person who leases or rents personal property and fails to return the same within 10 days after the date set forth in the lease or rental agreement for the return of the property, if notice is given to the person renting or leasing the property to return the property within seven days after receipt of the notice, in which case the subsequent return of the property within the seven-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section;
  - (3) Destroying, breaking or opening a lock, chain, key switch, enclosure or other device used to secure the property in order to obtain control over the property;
  - (4) Destruction of or substantially damaging or altering the property so as to make the property unusable or unrecognizable in order to obtain control over the property;
  - (5) The failure of a person who leases or rents from a commercial renter a motor vehicle under a written agreement that provides for the return of the motor vehicle to a particular place at a particular time, if notice has been given to the person renting or leasing the motor vehicle to return such vehicle within three calendar days from the date of the receipt or refusal of the demand. In addition, if such vehicle has not been returned after demand, the lessor may notify the local law enforcement agency of the failure of the lessee to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;
  - (6) The failure of a person who is provided with a use of a vehicle by the owner of the vehicle to return it to the owner pursuant to a written instruction specifying:

- (A) The time and place to return the vehicle; and
  - (B) That failure to comply may be prosecuted as theft, and such instructions are delivered to the person by the owner at the time the person is provided with possession of the vehicle. In addition, if such vehicle has not been returned pursuant to the specifications in such instructions, the owner may notify the local law enforcement agency of the failure of the person to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into appropriate state and local computer system listing stolen motor vehicles;
- (7) Removing a theft detection device, without authority, from merchandise or disabling such device prior to purchase; or
  - (8) Under the provisions of subsection (a)(5) of section 6.1 the failure to replace or reattach the nozzle and hose of the pump used for the dispensing of motor fuels or placing such nozzle and hose on the ground or pavement.
- (b) In any prosecution in which the object of the alleged theft is a book or other material borrowed from a library, it shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.
  - (c) In prosecution for theft as defined in Section 6.1, and such theft is of services, the existence of any of the connections of meters, alterations or use of unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service, caused by tampering, shall be prima facie evidence of intent to commit theft of services by the person or persons using or receiving the direct benefits from the use of the electricity, natural gas, water, telephone service or cable television service passing through such connections or meters, or using the electricity, natural gas, water, telephone service or cable television service which has not been authorized or measured.

- (d) In prosecution for theft as defined in Section 6.1, and such theft is of regulated scrap metal as defined in K.S.A. 50-6,109, and amendments thereto, either in whole or in part, the failure to give information or the giving of false information to a scrap metal dealer pursuant to the requirements of the scrap metal theft reduction act, the transportation of regulated scrap metal outside the county from where it was obtained, the transportation of regulated scrap metal across state lines or the alteration of any regulated scrap metal prior to any transaction with a scrap metal dealer shall be prima facie evidence of intent to permanently deprive the owner of the regulated scrap metal of the possession, use or benefit thereof.
- (e) In a prosecution for theft as defined in Section 6.1, and such theft is of a motor vehicle as defined in Section 1.1, fleeing or attempting to elude a police officer as defined in K.S.A. 8-1568(a)(1)(B) or (b), and amendments thereto, shall be prima facie evidence of intent to permanently deprive the owner of the motor vehicle of the possession, use or benefit thereof.
- (f) As used in this section:
- (1) **Notice** means notice in writing and such notice in writing will be presumed to have been given three days following deposit of the notice as registered or certified matter in the United States mail, addressed to such person who has leased or rented the personal property or borrowed the library material at the address as it appears in the information supplied by such person at the time of such leasing, renting or borrowing, or to such person's last known address; and
  - (2) **Tampering** includes, but is not limited to:
    - (A) Making a connection of any wire, conduit or device, to any service or transmission line owned by a public or municipal utility, or by a cable television service provider;
    - (B) Defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service;
    - (C) Preventing any such meters from properly measuring or registering;

- (D) Knowingly taking, receiving, using or converting to such person's own use, or the use of another, (i) any electricity, water or natural gas that has not been measured; or (ii) any telephone or cable television service which has not been authorized; or
- (E) Causing, procuring, permitting, aiding or abetting any person to do any of the acts described in subparagraphs (A) through (D). (K.S.A. 21-5804)

### **Sec. 6.3. Theft of Property Lost, Mislaid or Delivered by Mistake.**

- (a) Theft of property lost, mislaid or delivered by mistake is obtaining control of property of another by a person who:
  - (1) Knows or learns the identity of the owner thereof;
  - (2) Fails to take reasonable measures to restore to the owner lost property, mislaid property or property delivered by a mistake; and
  - (3) Intends to permanently deprive the owner of the possession, use or benefit of the property.
- (b) As used in this section, **property delivered by mistake** includes, but is not limited to, a mistake as to the:
  - (1) Nature or amount of the property; or
  - (2) Identity of the recipient of the property.
- (c) Theft of property lost, mislaid or delivered by mistake of the value of less than \$1,000 is a Class A violation. (K.S.A. 21-5802)

### **Sec. 6.4. Reserved for Future Use.**

### **Sec. 6.5. Criminal Deprivation of Property.**

- (a) Criminal deprivation of property is obtaining or exerting unauthorized control over property, with intent to deprive the owner of temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property.
- (b) Penalties.

- (1) Criminal deprivation of property that is a motor vehicle upon a first or second conviction is a Class A violation. Upon a first conviction of this paragraph, a person shall be sentenced to not less than 30 days nor more than one year's imprisonment and fined not less than \$100. Upon a second conviction of this paragraph, a person shall be sentenced to not less than 60 days nor more than one year's imprisonment and fined not less than \$200. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. The mandatory provisions of this subsection shall not apply to any person where such application would result in a manifest injustice.
  - (2) Criminal deprivation of property other than a motor vehicle or a firearm is a Class A violation. Upon a second or subsequent conviction of this subsection, a person shall be sentenced to not less than 30 days imprisonment and fined not less than \$100, except that the provisions of this subsection relating to a second or subsequent conviction shall not apply to any person where such application would result in a manifest injustice. (K.S.A. 21-5803)
- (c) As used in this section, **motor vehicle** means the same as in K.S.A. 8-1437, and amendments thereto. (K.S.A. 21-5803)

### **Sec. 6.6. Criminal Damage to Property.**

- (a) Criminal damage to property is by means other than by fire or explosive:
  - (1) Knowingly damaging, destroying, defacing or substantially impairing the use of any property in which another has an interest without the consent of such other person; or
  - (2) Damaging, destroying, defacing or substantially impairing the use of any property with intent to injure or defraud an insurer or lienholder.
- (b) Criminal damage to property is a Class B violation if the property damaged is of the value of less than \$1,000 or is of the value of \$1,000 or more and is damaged to the extent of less than \$1,000.

- (c) In determining the amount of damage to property, damages may include the cost of repair or replacement of the property that was damaged, the reasonable cost of the loss of production, crops and livestock, reasonable labor costs of any kind, reasonable material costs of any kind and any reasonable costs that are attributed to equipment that is used to abate or repair the damage to the property. (K.S.A. 21-5813)

**Sec. 6.7. Criminal Trespass.**

- (a) Criminal trespass is entering or remaining upon or in any:
  - (1) Land, non-navigable body of water, structure, vehicle, aircraft or watercraft by a person who knows such person is not authorized or privileged to do so, and:
    - (A) Such person enters or remains therein in defiance of an order not to enter or to leave such premises or property personally communicated to such person by the owner thereof or other authorized person;
    - (B) Such premises or property are posted as provided in K.S.A. 32-1013, and amendments thereto, or in any other manner reasonably likely to come to the attention of intruders, or are locked or fenced or otherwise enclosed, or shut or secured against passage or entry; or
    - (C) Such person enters or remains therein in defiance of a restraining order issued by a court of competent jurisdiction and the restraining order has been personally served upon the person so restrained.
  - (2) Public or private land or structure in a manner that interferes with access to or from any health care facility by a person who knows such person is not authorized or privileged to do so and such person enters or remains thereon or therein in defiance of an order not to enter or to leave such land or structure personally communicated to such person by the owner of the health care facility or other authorized person.
- (b) (1) This section shall not apply to a land surveyor, licensed pursuant to article 70 of chapter 74 of the Kansas Statutes Annotated, and amendments

- thereto, and such surveyor's authorized agents and employees who enter upon lands, waters, and other premises in the making of a survey; or
- (2) Railroad Property as defined in K.S.A. 21-5809, and amendments thereto, or nuclear generating facility as defined in K.S.A. 66-2302 and amendments thereto.
- (c) Criminal trespass is a Class B violation. Upon a conviction of a violation of subsection (a)(1)(C), a person shall be sentenced to not less than 48 consecutive hours of imprisonment which shall be served either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.
- (d) As used in this section:
- (1) Health care facility means any licensed medical care facility, certificated health maintenance organization, licensed mental health center or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients; and
  - (2) Health care provider means any person:
    - (A) Licensed to practice a branch of the healing arts;
    - (B) Licensed to practice psychology;
    - (C) Licensed to practice professional or practical nursing;
    - (D) Licensed to practice dentistry;
    - (E) Licensed to practice optometry;
    - (F) Licensed to practice pharmacy;
    - (G) Registered to practice podiatry;
    - (H) Licensed as a social worker; or
    - (I) Registered to practice physical therapy (K.S.A. 21-5808)

### **Sec. 6.7.1. Trespassing on Railroad Property.**

- (a) Trespassing on railroad property is:
- (1) Entering or remaining on railroad property, without consent of the owner or the owner's agent, knowing that it is railroad property; or
  - (2) Recklessly causing in any manner the derailment of a train, railroad car or rail-mounted work equipment.
- (b) Subsection (a) shall not be construed to interfere with the lawful use of a public or private crossing.

- (c) Nothing in this section shall be construed as limiting a representative or member of a labor organization which represents or is seeking to represent the employees of the railroad, from conducting such business as provided under the railway labor act (45 U.S.C. § 151 et seq.) and other federal labor laws.
- (d) Trespassing on railroad property is a Class A nonperson violation. (K.S.A. 21-5809)

### **Sec. 6.7.2. Trespassing on a Critical Infrastructure Facility.**

- (a) Trespassing on a critical infrastructure facility is, without consent of the owner or the owner's agent, knowingly entering or remaining in:
  - (1) A critical infrastructure facility; or
  - (2) any property containing a critical infrastructure facility, if such property is completely enclosed by a fence or other physical barrier that is obviously designed to exclude intruders or is clearly marked with a sign or signs that are posted on the property that are reasonably likely to come to the attention of intruders and indicate that entry is forbidden without site authorization.
- (b) Trespassing on a critical infrastructure facility is a class A nonperson violation.
- (c) Nothing in this section shall be construed to prevent:
  - (1) An owner or operator of a critical infrastructure facility that has been damaged from pursuing any other remedy in law or equity; or
  - (2) a person who violates the provisions of this section from being prosecuted for, convicted of and punished for any other offense in article 58 of chapter 21 of the Kansas Statutes Annotated, and amendments thereto, or K.S.A. 66-2303, and amendments thereto
- (d) As used in this section "critical infrastructure facility" means any:
  - (1) Petroleum or alumina refinery;
  - (2) electric generation facility, substation, switching station, electrical control center, electric distribution or transmission lines, or associated equipment infrastructure;
  - (3) chemical, polymer or rubber manufacturing facility;

- (4) water supply diversion, production, treatment, storage or distribution facility and appurtenances, including, but not limited to, underground pipelines and a wastewater treatment plant or pump station;
- (5) natural gas compressor station;
- (6) liquid natural gas or propane terminal or storage facility;
- (7) facility that is used for wireline, broadband or wireless telecommunications or video services infrastructure, including backup power supplies and cable television headend;
- (8) port, railroad switching yard, railroad tracks, trucking terminal or other freight transportation facility;
- (9) gas processing plant, including a plant used in the processing, treatment or fractionation of natural gas, propane or natural gas liquids;
- (10) transmission facility used by a federally licensed radio or television station;
- (11) steelmaking facility that uses an electric arc furnace to make steel;
- (12) facility identified and regulated by the United States department of homeland security chemical facility anti-terrorism standards program, a facility operated by the office of laboratory services under the supervision of the secretary of health and environment pursuant to K.S.A. 75-5608, and amendments thereto, the national bio and agro-defense facility or the biosecurity research institute at Kansas state university;
- (13) dam that is regulated by the state as a hazard class B or C dam or by the federal government;
- (14) natural gas distribution utility facility or natural gas transmission facility, including, but not limited to, pipeline interconnections, a city gate or town border station, metering station, belowground or aboveground piping, a regular station or a natural gas storage facility;
- (15) crude oil, including y-grade or natural gas liquids, or refined products storage and distribution facility, including, but not limited to, valve sites, pipeline interconnections, pump station, metering station, belowground or aboveground pipeline or piping and truck loading or offloading facility; or
- (16) portion of any belowground or aboveground oil, gas, hazardous liquid or chemical pipeline, tank, railroad facility or any other storage facility that is enclosed by a fence or other physical barrier or is clearly marked with signs prohibiting trespassing, that are obviously designed to exclude intruders. (K.S.A. 21-5818)

## **Sec. 6.8. Criminal Littering.**

- (a) Criminal littering is recklessly depositing or causing to be deposited any object or substance into, upon or about:
  - (1) Any public street, highway, alley, road, right-of-way, park or other public place, or any lake, stream, watercourse, or other body of water, except by direction of some public officer or employee authorized by law to direct or permit such acts; or
  - (2) Any private property without the consent of the owner or occupant of such property.
- (b) Criminal littering is an unclassified offense punishable:
  - (1) Upon a first conviction by a fine of not less than \$250 nor more than \$1,000;
  - (2) Upon a second conviction by a fine of not less than \$1,000 nor more than \$2,000; and
  - (3) Upon a third or subsequent conviction by a fine of not less than \$2,000 nor more than \$4,000.
- (c) The provisions of Standard Traffic Ordinance Section 112.1, Littering from a motor vehicle, are excepted from the application of this section.
- (d) In addition to the fines in subsection (b), a person convicted of littering shall be required to pick up litter for a time prescribed by and at a place within the jurisdiction of the court. (K.S.A. 21-5815)

## **Sec. 6.9. Tampering with a Landmark.**

- (a) Tampering with a landmark is doing any of the following acts with intent to fraudulently alter a boundary:
  - (1) Removing any monument of stone or other durable material, established or created for the purpose of designating the corner of or any other point upon the boundary of any lot or tract of land, or of the state, or any legal subdivision thereof;
  - (2) Defacing or altering marks upon any tree, post or other monument, made for the purpose of designating any point on such boundary;
  - (3) Cutting down or removing any tree, post or other monument upon which any such marks have been made for such purpose, with intent to destroy such marks;

- (4) Defacing or altering any inscription on any such marker or monument; or
  - (5) Altering, removing, damaging or destroying any public land survey corner or accessory without complying with the provisions of K.S.A. 58-2011.
- (b) Tampering with a landmark is a Class C violation.  
(K.S.A. 21-5816)

**Sec. 6.10. Tampering with a Traffic Signal.**

- (a) Tampering with a traffic signal is knowingly manipulating, altering, destroying or removing any light, sign, marker, railroad switching device, or other signal device erected or installed for the purpose of controlling or directing the movement of motor vehicles, railroad trains, aircraft or watercraft.
- (b) A person who violates the provisions of the section may also be prosecuted for, convicted of, and punished for violating sections 6.1 (Theft) and 6.3 (Theft of Property Lost, Mislaid, or Delivered by Mistake).
- (c) Tampering with a traffic signal is a Class C violation.  
(K.S.A. 21-5817)

**Sec. 6.11. Unlawful Manufacture or Disposal of False Tokens.**

- (a) Unlawful manufacture or disposal of false tokens is manufacturing for sale, offering for sale or giving away any false token, slug, substance, false or spurious coin or other device intended or calculated to be placed or deposited in any automatic vending machine, coin-operated telephone, parking meter or other such receptacle with intent to cheat or defraud the owner, lessee, licensee or other person entitled to the contents of such automatic vending machine, coin-operated telephone, parking meter or other receptacle designed to receive coins or currency of the United States of America in connection with the sale, use or enjoyment of property or services.
- (b) The manufacture for sale, advertising, offering for sale or distribution of any such false token, slug, substance, false or spurious coin or other device shall be prima facie evidence of an intent to cheat or defraud within the meaning of this section.

- (c) Unlawful manufacture or disposal of false tokens is a Class B violation. (K.S.A. 21-5829)

**Sec. 6.12. Serial Numbers.**

- (a) It shall be unlawful for any person to willfully change, cover, alter, remove, obliterate or deface any serial number or other manufacturer's number or any identification letters, words, or numbers of any machine, apparatus, or article that carries a manufacturer's serial number or any other identification letters, words or numbers, with the intent to conceal the identify of such machine, apparatus, or article from the rightful owner thereof or from law enforcement personnel.
- (b) It shall be unlawful for any person to knowingly buy, sell, receive, barter, trade, dispose of or have in his or her possession any articles, devices, apparatuses, or machines from which the manufacturer's number or identification letters, words or numbers have been changed, covered, altered, removed, obliterated, defaced or destroyed with the intent to conceal the identity thereof from the rightful owner or from law enforcement personnel.
- (c) Possession of any of the a forenamed manufacturer's articles, devices, apparatuses or machines from which the manufacturer's serial number of other manufacturer's number or identification mark, or the name of the manufacturer or make or model, or any other identification letters, words or numbers have been changed, covered, altered, removed, obliterated, defaced, or destroyed shall be prima facie evidence that the possessor has changed, covered, altered, removed, obliterated, defaced, or destroyed the same with the intent to cancel, destroy or misrepresent the identity or type, or ownership of such machine, apparatus, or article.
- (d) Violation of this section is a Class C violation.

**Sec. 6.13. Withholding Possession of Public Property.**

- (a) It shall be unlawful for any person to unlawfully take possession of any property, real or personal belonging to the city, or to the possession of which the city shall be entitled or to commit any trespass thereon or to unlawfully withhold any property from the city. The

unlawful withholding of the possession of any property belonging to the city after demand therefor has been made under the direction of the governing body of the city shall be deemed a new and separate offense for each day the possession is withheld after such demand.

- (b) Withholding possession of public property is a Class C violation.

#### **Sec. 6.14. Unlawful Deposits in Sewers.**

- (a) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (1) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;
- (2) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease;
- (3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
- (4) Any garbage that has not been properly shredded;
- (5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction of the flow in sewers or other interference with the proper operation of the sewage works;
- (6) Any waters or wastes having a pH lower than 5.5 or higher than nine or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;
- (7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
- (8) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- (9) Any noxious or malodorous gas or substance capable of creating a public nuisance.

- (b) Unlawful deposits in sewers is a Class C violation.

### Sec. 6.15. Damaging Sewers.

- (a) It shall be unlawful for any person willfully to injure or destroy, or attempt to injure or destroy any public sewer, or to molest any sewer or any part thereof by removing the cover of any flush tank, manhole or any part of the public sewer system of the city without authority.
- (b) Violation of this section is a Class C violation.

### Sec. 6.16. Giving a Worthless Check.

- (a) Giving a worthless check is the making, drawing, issuing or delivering or causing or directing the making, drawing, issuing or delivering of any check on any financial institution for the payment of money or its equivalent with intent to defraud and knowing, at the time of the making, drawing, issuing or delivering of such check that the maker or drawer has no deposit in or credits with the financial institution or has not sufficient funds in, or credits with, the financial institution for the payment of such check in full upon its presentation.
- (b) As used in this section:
  - (1) **Check** is any check, order or draft on a financial institution;
  - (2) **Financial institution** means any bank, credit union, savings and loan association or depository; and
  - (3) **Notice** includes oral or written notice to the person entitled thereto.
- (c) In any prosecution against the maker or drawer of a check, payment of which has been refused by the financial institution on account of insufficient funds, the making, drawing, issuing or delivering of such check shall be prima facie evidence of intent to defraud and of knowledge of insufficient funds in, or on deposit with, the financial institution:
  - (1) Unless the maker or drawer pays the holder thereof the amount due thereon and a service charge not exceeding \$30 for each check, within seven days after notice has been given to the maker or drawer that such check has not been

paid by the financial institution. Written notice shall be presumed to have been given when deposited as restricted matter in the United States mail, addressed to the person to be given notice at such person's address as it appears on such check; or

- (2) If a postdated date is placed on the check without the knowledge or consent of the payee.
- (d) It shall not be a defense to a prosecution under this section that the check upon which such prosecution is based was:
- (1) Postdated, unless such check was presented for payment prior to the postdated date; or
  - (2) Given to a payee who had knowledge or had been informed, when the payee accepted such check that the maker did not have sufficient funds in the hands of the financial institution to pay such check upon presentation, unless such check was presented for payment prior to the date the maker informed the payee there would be sufficient funds.
- (e) In addition to all other costs and fees allowed by law, each prosecutor who takes any action under the provisions of this section may collect from the issuer in such action an administrative handling cost, except in cases filed in a court of appropriate jurisdiction. The cost shall not exceed \$10 for each check.
- (f) Giving a worthless check is a Class A violation if the check, draft or order is drawn for less than \$1,000 except when the person has, within five years immediately preceding commission of the offense, been convicted of giving a worthless check two or more times, in which case it is a felony under state statute and will be referred to the appropriate prosecuting authority. (K.S.A. 21-5821)

#### **Sec. 6.17. Criminal Use of a Financial Card.**

- (a) Criminal use of a financial card is any of the following acts done with intent to defraud and to obtain money, goods, property or services:
- (1) Using a financial card without the consent of the cardholder;

- (2) Using a financial card, or the number or description thereof, which has been revoked or canceled; or
  - (3) Using a falsified, mutilated, altered or nonexistent financial card or a number or description thereof.
- (b) For the purposes of subsection (a)(2), a financial card shall be deemed canceled or revoked when notice in writing thereof has been received by the named holder thereof as shown on such financial card or by the records of the company.
- (c) Criminal use of a financial card is a Class A violation if the money, goods, property or services obtained within a seven-day period is of the value of less than \$1,000. (K.S.A. 21-5828)

**Sec. 6.18. Motor Vehicle Dealers; Selling Motor Vehicles Without a License.**

- (a) It shall be unlawful for any person to do business as a motor vehicle dealer, salvage vehicle dealer, motor vehicle manufacturer, motor vehicle converter, auction motor vehicle dealer, vehicle crusher, vehicle recycler, rebuilder, scrap metal recycler, salvage vehicle pool or salesperson without a license issued by the director of vehicles. The isolated or occasional sale of a vehicle by a person who owned such vehicle shall not constitute the doing of business as a vehicle dealer.
- (b) As used in this section:
- (1) **Vehicle** means every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, and is required to be registered under the provisions of article 1 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto, except that **vehicle** includes micro utility trucks, as defined in K.S.A. 8-126, and amendments thereto, but does not include motorized bicycles or electric-assisted bicycles, and does not include manufactured homes or mobile homes. As used in this subsection, the terms “manufactured home” and “mobile home” mean the same as defined by K.S.A. 58-4202, and amendments thereto. (K.S.A. 8-2401(h))

- (2) **Motor vehicle** means any vehicle other than a motorized bicycle or electric-assisted bicycle, that is self-propelled and is required to be registered under the provisions of article 1 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto, except that **motor vehicle** includes micro utility trucks, as defined in K.S.A. 8-126, and amendments thereto. (K.S.A. 8-2401(i))
- (c) Violation of this section shall be punishable by a fine not to exceed \$2,500. (K.S.A. 8-2434)

**Sec. 6.19. Equity Skimming.**

- (a) Equity skimming is, with the intent to defraud, intentionally engaging in a pattern or practice of:
  - (1) Purchasing one family to four family dwellings, including condominiums and cooperatives or acquiring any right, title or interest therein, including, but not limited to, an equity of redemption interest, which are subject to a loan in default at time of purchase or in default within one year subsequent to the purchase and the loan is secured by a mortgage;
  - (2) Failing to deliver to the holder of the mortgage before a sheriff's sale or holder of the certificate of purchase during the period of redemption all rent proceeds received from rental of the property, not to exceed the monthly payment of principal and interest required by the note and mortgage; and
  - (3) Applying or authorizing the application of rents from such dwellings for such person's own use.
- (b) Violation of this section is a Class A violation. Each purchase of a dwelling pursuant to this section shall be deemed a separate offense.  
(K.S.A. 21-6504)

**Sec. 6.20. Unlawful Acts Concerning Computers.**

- (a) It is unlawful for any person to:
  - (1) Knowingly and without authorization, disclose a number, code, password or other means of access to a computer, computer network, social networking website or personal electronic content; or

- (2) Knowingly and without authorization, access or attempt to access any computer, computer system, social networking website, computer network or computer software, program, documentation, data or property contained in any computer, computer system or computer network.
- (b) As used in this section:
- (1) **Access** means to instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system or computer network.
  - (2) **Computer** means an electronic device which performs work using programmed instruction and which has one or more of the capabilities of storage, logic, arithmetic or communication and includes all input, output, processing, storage, software or communication facilities which are connected or related to such a device in a system or network.
  - (3) **Computer Network** means the interconnection of communication lines, including microwave or other means of electronic communication, with a computer through remote terminals, or a complex consisting of two or more interconnected computers.
  - (4) **Computer Program** means a series of instructions or statements in a form acceptable to a computer which permits the functioning of a computer system in a manner designed to provide appropriate products from such computer system.
  - (5) **Computer Software** means computer programs, procedures and associated documentation concerned with the operation of a computer system.
  - (6) **Computer System** means a set of related computer equipment or devices and computer software which may be connected or unconnected.
  - (7) **Financial Instrument** means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, debit card or marketable security.

- (8) **Personal Electronic Content** means the electronically stored content of an individual including, but not limited to, pictures, videos, emails, and other data files.
- (9) **Property** includes, but is not limited to, financial instruments, information, electronically produced or stored data, supporting documentation and computer software in either machine or human readable form.
- (10) **Services** includes, but is not limited to, computer time, data processing and storage functions and other uses of a computer, computer system or computer network to perform useful work.
- (11) **Social Networking Website** means a privacy-protected internet website which allows individuals to construct a public or semi-public profile within a bounded system created by the service, create a list of other users with whom the individual shares a connection within the system and view and navigate the list of users with whom the individual shares a connection and those lists of users made by others within the system.
- (12) **Supporting Documentation** includes, but is not limited to, all documentation used in the construction, classification, implementation, use or modification of computer software, computer programs or data.

(c) Unlawful acts concerning computers is a Class A violation. (K.S.A. 21-5839)

**Sec. 6.21. Taking Wildlife Without Permission on Land Posted “By Written Permission Only.”**

- (a) Any landowner or person in lawful possession of any land may post such land with signs stating that hunting, trapping, or fishing on such land shall be by written permission only. It is unlawful for any person to take wildlife on land which is posted as provided in this subsection, without having in the person’s possession the written permission of the owner or person in lawful possession thereof.
- (b) Instead of posting land as provided in subsection (a), any landowner or person in lawful possession of any land may post such land by placing identifying purple paint marks on trees or posts around the area to be

posted. Each paint mark shall be a vertical line of at least eight inches in length and the bottom of the mark shall be not less than three feet nor more than five feet high. Such paint marks shall be readily visible to any person approaching the land. Land posted as provided in this subsection shall be considered to be posted by written permission only as provided in subsection (a).

- (c) A person licensed to hunt or fur harvest who is following or pursuing a wounded animal on land as provided in this section posted without written permission of the landowner or person in lawful possession thereof shall not be in violation of this section while in such pursuit, except that the provisions of this subsection shall not authorize a person to remain on such land if instructed to leave by the owner or person in lawful possession of the land. Any person who fails to leave such land when instructed is subject to the provisions of subsection (b) of Section 6.22.
- (d) Violation of this section is a Class C violation. A second conviction of this section is a Class C violation in which the minimum fine is \$250. A third conviction of this section is a Class C violation in which the minimum fine is \$300. A fourth or subsequent conviction of this section is a Class C violation in which a minimum fine of \$400 shall be imposed and a minimum of 7 days' imprisonment shall be served. Any conviction of this section that occurred before July 1, 2005, shall not be considered for purposes of this section. (K.S.A. 32-1013)

**{Editor's note:** The editor has chosen to not include penalties for violating the Kansas wildlife and parks laws of this state or rules and regulations regarding big game and wild turkey.}

### **Sec. 6.22. Criminal Hunting.**

- (a) Criminal hunting is knowingly hunting, shooting, fur harvesting, pursuing any bird or animal, or fishing:
  - (1) Upon any land or non-navigable body of water of another, without having first obtained permission of the owner or person in possession of such premises;

- (2) Upon or from any public road, public road right-of-way or railroad right-of-way that adjoins occupied or improved premises, without having first obtained permission of the owner or person in possession of such premises; or
  - (3) Upon any land or non-navigable body of water of another person who knows such person is not authorized or privileged to do so, and:
    - (A) Such person remains therein and continues to hunt, shoot, fur harvest, pursue any bird or animal or fish in defiance of an order not to enter or to leave such premises or property personally communicated to such person by the owner thereof or other authorized person; or
    - (B) Such premises or property are posted in a manner consistent with K.S.A. 32-1013 and amendments thereto.
- (b) Criminal hunting as defined in:
- (1) Subsection (a)(1) or (a)(2), is a Class C nonperson violation. Upon the first conviction thereof and in addition to any authorized sentence imposed by the court, such court may require the forfeiture of the convicted person's hunting, fishing, or fur harvesting license, or all, or, in any case where such person has a combination license, the court may require forfeiture of a part or all of such license and the court may order such person to refrain from hunting, fishing, or fur harvesting, or all, for up to one year from the date of such conviction. Upon any second or subsequent conviction of subsection (a)(1) or (a)(2), in addition to any authorized sentence imposed by the court, such court shall require the forfeiture of the convicted person's hunting, fishing, or fur harvesting license, or all, or in any case where such person has a combination license, the court shall require the forfeiture of a part or all of such license and the court shall order such person to refrain from hunting, fishing, or fur harvesting, or all, for one year from the date of such conviction. A person licensed to hunt and following or pursuing a wounded game bird or animal upon any land

of another without permission of the landowner or person in lawful possession thereof shall not be deemed to be in violation of this provision while in such pursuit, except that this provision shall not authorize a person to remain on such land if instructed to leave by the owner thereof or other authorized person. For the purpose of determining whether a conviction is a first, second or subsequent conviction of subsection (a)(1) or (a)(2), **conviction** or **convicted** includes being convicted of a violation of K.S.A. 21-3728(a), prior to its repeal, or subsection (a) (1) or (a)(2); and

- (2) Subsection (a)(3) is a Class B nonperson violation. Upon the first conviction or a diversion agreement of subsection (a)(3), in addition to any authorized sentence imposed by the court, the court shall require forfeiture of such person's hunting, fishing or fur harvesting license, or all, or in the case where such person has a combination license, the court shall require forfeiture of a part or all of such license for six months. Upon the second conviction of subsection (a)(3), in addition to any authorized sentence imposed by the court, such court shall require the forfeiture of the convicted person's hunting, fishing, or fur harvesting license, or all, or in the case where such person has a combination license, the court shall require forfeiture of a part or all of such license for one year. Upon the third or subsequent conviction of subsection (a)(3), in addition to any authorized sentence imposed by the court, such court shall require forfeiture of convicted person's hunting, fishing or fur harvesting license, or all, or in the case where such person has a combination license, the court shall require forfeiture of a part or all of such license for five years. For the purpose of determining whether a conviction is a first, second, third or subsequent conviction of subsection (a)(3), conviction or convicted includes being convicted of a violation of K.S.A. 21-3728(b), prior to its repeal, or subsection (a) (3).
- (c) The court shall notify the Kansas department of wildlife and parks of any conviction or diversion for criminal hunting. (K.S.A. 21-5810)

## **Sec. 6.23. Unlawful Use of a Recording Device.**

- (a) Unlawful use of a recording device is knowingly operating, in a motion picture theater, while a motion picture is being exhibited, an audiovisual recording function of a device without the consent of the owner or lessee of such theater.
- (b) This section shall not apply to a person operating an audiovisual recording device as part of such person's lawfully authorized investigative, law enforcement, protective or intelligence gathering duties as a lawfully authorized investigative, law enforcement, protective, or intelligence gathering employee or agent of the state or federal government.
- (c) The owner or lessee of a motion picture theater where a motion picture is being exhibited, or the authorized agent or employee thereof, who alerts law enforcement authorities of an alleged violation of subsection (a), and amendments thereto, shall not be liable in any civil action arising out of measures taken by such owner, lessee, agent, or employee in the course of subsequently detaining a person that the owner, lessee, agent, or employee in good faith believed to have violated subsection (a), and amendments thereto, while awaiting the arrival of law enforcement authorities, unless the plaintiff can show by clear and convincing evidence that such measures were manifestly unreasonable or the period of detention was unreasonably long.
- (d) Unlawful use of a recording device is a Class A violation on conviction of the first offense.  
(K.S.A. 51-301:302)

### **Sec. 6.23.1. Unlawful Use of Recordings.**

- (a) Unlawful use of recordings is:
  - (1) Knowingly, and without the consent of the owner, duplicating or causing to be duplicated any sounds recorded on a phonograph record, disc, wire, tape, film or other article on which sounds are recorded, or recording or causing to be recorded any live performance, with the intent to sell, rent or cause to be sold or rented, any

such duplicated sounds or any such recorded performance, or to give away such duplicated sounds or recorded performance as part of a promotion for any product or service;

- (2) Distributing or possessing with the intent to distribute, any article produced in violation of subsection (a)(1) knowing or having reasonable grounds to know that such article was produced in violation of law;
- (3) Possessing any article produced in violation of subsection (a)(1) knowing or having reasonable grounds to know that such article was produced in violation of law; or
- (4) Knowingly selling, renting, offering for sale or rental, or possessing, transporting or manufacturing with intent to sell or rent, any phonograph record, audio or video disc, wire, audio or video tape, film or other article now known or later developed on which sounds, images, or both sounds and images are recorded or otherwise stored, unless the outside cover, box or jacket clearly and conspicuously discloses the name and address of the manufacturer of such recorded article.

(b) Unlawful use of recordings:

- (1) As defined in (a)(1) is a felony and as such shall be referred to the appropriate prosecuting authority;
- (2) As defined in subsection (a)(2) or (a)(4), is a class A nonperson violation if the offense involves fewer than seven audio visual recordings, or fewer than 100 sound recordings during a 180-day period; and
- (3) As defined in subsection (a)(3), is a Class B nonperson violation.

(c) The provisions of subsection (a)(1) shall not apply to:

- (1) Any broadcaster who, in connection with or as part of a radio or television broadcast or cable transmission, or for the purpose of archival preservation, duplicates any such sounds recorded on a sound recording;
- (2) Any person who duplicates such sounds or such performance for personal use, and without compensation for such duplication; or
- (3) Any sounds initially fixed in a tangible medium of expression after February 15, 1972.

- (d) The provisions of subsections (a)(1) and (a)(3) shall not apply to any computer program or any audio or visual recording that is part of any computer program or to any article or device on which is exclusively recorded any such computer program.
- (e) As used in this section:
- (1) **Owner** means the person who owns the original fixation of sounds embodied in the master phonograph record, master disc, master wire, master tape, master film or other device used for reproducing sounds on phonograph records, discs, wires, tapes, films or other articles now known or later developed upon which sound is recorded or otherwise stored, and from which the duplicated recorded sounds are directly or indirectly derived, or the person who owns the right to record such live performance; and
  - (2) **Computer program** means a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result.
- (f) It shall be the duty of all law enforcement officers, upon discovery, to confiscate all recorded devices that do not conform to the provisions of this section and that are possessed for the purpose of selling or renting such recorded devices, and all equipment and components used or intended to be used to knowingly manufacture recorded devices that do not conform to the provisions of such section for the purpose of selling or renting such recorded devices. The nonconforming recorded devices that are possessed for the purpose of selling or renting such recorded devices are contraband and shall be delivered to the district attorney for the county in which the confiscation was made, by court order, and shall be destroyed or otherwise disposed of, if the court finds that the person claiming title to such recorded devices possessed such recorded devices for the purpose of selling or renting such recorded devices. The equipment and components confiscated shall be delivered to the district attorney for the county in which the confiscation was made, by court order upon conviction, and may be given to a charitable or educational organization. (K.S.A. 21-5806)

## Sec. 6.24. Commercial Fossil Hunting.

- (a) It is unlawful for any commercial fossil hunter to:
  - (1) Go upon the land of another in search of fossils unless the commercial fossil hunter has obtained the written authorization of the landowner to go upon such land for such purpose and when requesting such written authorization has identified oneself to the landowner as a commercial fossil hunter who intends to explore the land and sell any fossils of value found on the land. The written authorization shall state that the landowner has been informed of such intended activities by the commercial fossil hunter; or
  - (2) Remove a fossil from the land of another upon which the fossil is located unless the landowner is first provided with a description of the fossil and the landowner authorizes in writing the removal of the fossil.
- (b)
  - (1) Violation of subsection (a)(1) is a Class B nonperson Violation.
  - (2) Violation of subsection (a)(2) is a Class A nonperson Misdemeanor.
- (c) As used in this section:
  - (1) **Commercial fossil hunter** means an individual who goes upon the land of another in search of fossils with the intent to sell fossils of value found upon such land;
  - (2) **Fossil** means any impression or trace of an animal or plant of a past geological age preserved in the earth's crust;
  - (3) **Landowner** means the record owner of the fee in real estate or the tenant of such owner who occupies such real estate, if so authorized by the owner; and
  - (4) **Land of another** means all real estate other than that owned or leased by any governmental entity or the commercial fossil hunter.
- (d) This section is supplemental to and not in lieu of any other ordinance of this city or law of this state relating to entering or remaining upon the land of another and relating to the removal of items of value from the property of another.

- (e) It shall not be a defense that the person did not know or have reason to know that such person was on the landowner's property. (K.S.A. 21-5811)

**Sec. 6.25. Counterfeiting.**

- (a) Counterfeiting is manufacturing, using, displaying, advertising, distributing or possessing with intent to distribute any item or services knowing such item or services bear or are identified by a counterfeit mark.
- (b) Counterfeiting is a class A nonperson violation, if the retail value of such item or service is less than \$1,000.
- (c) A person having possession, custody or control of more than 25 items bearing a counterfeit mark shall be presumed to possess such items with intent to distribute.
- (d) Any state or federal certificate of registration of any intellectual property shall be prima facie evidence of the facts stated therein.
- (e) As used in this section:
  - (1) **Counterfeit mark** means:
    - (A) Any unauthorized reproduction or copy of intellectual property; or
    - (B) Intellectual property affixed to any item knowingly sold, offered for sale, manufactured or distributed, or identifying services offered or rendered, without the authority of the owner of the intellectual property;
  - (2) **Intellectual property** means any trademark, service mark or trade name as such terms are defined in K.S.A. 81-202, and amendments thereto; and
  - (3) **Retail value** means the counterfeiter's regular selling price for the item or service bearing or identified by the counterfeit mark. In the case of items bearing a counterfeit mark which are components of a finished product, the retail value shall be the counterfeiter's regular selling price of the finished product on or in which the component would be utilized.

- (f) The quantity or retail value of items or services shall include the aggregate quantity or retail value of all items bearing, or services identified by, every counterfeit mark the defendant manufactures, uses, displays, advertises, distributes or possesses. (K.S.A. 21-5825)

### **Section 6.26. Automobile Master Key Violation.**

- (a) Automobile master key violation is:
  - (1) Selling or offering to sell a motor vehicle master key knowing it to be designed to fit the ignition switch of more than one motor vehicle; or
  - (2) Possession of a motor vehicle master key designed to fit the ignition switch of more than one motor vehicle by a person knowing it to be such a key.
- (b) Automobile master key violation is a Class C misdemeanor.
- (c) The provisions of this section shall not apply to a:
  - (1) Law enforcement officer;
  - (2) person who is regularly carrying on the business of garage proprietor or locksmith;
  - (3) Owner of two or more vehicles who possess such motor vehicle master key for any or all of the motor vehicles so owned; or
  - (4) Person who sells a motor vehicle master key to a person described in subsection (c)(3). (K.S.A. 21-5833)

### **Section 6.27. Counterfeit Airbag Violation.**

- (a) No person shall knowingly or intentionally manufacture, import, distribute, sell, offer for sale, install or reinstall a device intended to replace a supplemental restraint system component if the device is:
  - (1) A counterfeit supplemental restraint system component;
  - (2) A nonfunctional airbag; or
  - (3) Any object in lieu of a supplemental restraint system component that was not designed in accordance with federal safety regulations for the make, model and year of the motor vehicle in which such device is or will be installed.
- (b) Violation of subsection (a) is a Class A nonperson violation. (K.S.A. 8-15,115)

**Article 7. Offenses Affecting  
Governmental Functions**

**Sec. 7.1. Unlawfully Tampering with Electronic Monitoring Equipment.**

- (a) Unlawfully tampering with electronic monitoring equipment is, knowingly and without authorization, removing, disabling, altering, tampering with, damaging or destroying any electronic monitoring equipment used pursuant to court ordered supervision or as a condition of post-release supervision or parole.
- (b) Unlawfully tampering with electronic monitoring equipment is a class A nonperson violation in the case of electronic monitoring equipment used pursuant to court-ordered supervision or as a condition of postrelease supervision for any violation of municipal code. (K.S.A. 21-6322).

**Sec. 7.2. Interference with Law Enforcement.**

- (a) Interference with law enforcement is:
  - (1) Falsely reporting to a law enforcement officer, law enforcement agency, or state investigative agency:
    - (A) That a particular person has committed a crime, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information;
    - (B) That a law enforcement officer has committed a crime or committed misconduct in the performance of such officer's duties, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information; or
    - (C) Any information, knowing that such information is false and intending to influence, impede or obstruct such officer's or agency's duty.
  - (2) Concealing, destroying or materially altering evidence with the intent to prevent or hinder the apprehension or prosecution of any person; or
  - (3) Knowingly obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty; or

- (4) Knowingly fleeing from a law enforcement officer, other than fleeing by operation of a motor vehicle, when the law enforcement officer has:
  - (A) Reason to stop the person under K.S.A. 22-2402, and amendments thereto; and
  - (B) given the person visual or audible signal to stop.
- (b) Interference with law enforcement is a Class A nonperson violation. (K.S.A. 21-5904)

### **Sec. 7.3. Escape from Custody.**

- (a) Escape from custody is escaping while held in custody on a:
  - (1) Charge, conviction of or arrest for a misdemeanor or a code violation;
  - (2) Charge, adjudication or arrest as a juvenile offender where the act, if committed by an adult, would constitute a misdemeanor or a code violation; or
  - (3) Commitment to the state security hospital as provided in K.S.A. 22-3428, and amendments thereto, based on a finding that the person committed an act constituting a misdemeanor or by a person 18 years of age or over who is being held in custody on an adjudication of a misdemeanor or a code violation.
- (b) As used in this section:
  - (1) **Custody** means arrest; detention in a facility for holding persons charged with or convicted of offenses or charged or adjudicated as a juvenile offender; detention for extradition or deportation; detention in a hospital or other facility pursuant to court order, imposed as a specific condition of probation or parole or imposed as a specific condition of assignment to a community correctional services program; commitment to the state security hospital as provided in K.S.A. 22-3428, and amendments thereto; or any other detention for law enforcement purposes. **Custody** does not include general supervision of a person or probation on parole or constraint incidental to release on bail.

- (2) **Escape** means departure from custody without lawful authority or failure to return to custody following temporary leave lawfully granted pursuant to express authorization of law, order of a court; or a custodial official authorized to grant such leave.
  - (3) **Juvenile Offender** means the same as in K.S.A. 38-2302, and amendments thereto; and
  - (4) **State Correctional Institution** means the same as in K.S.A. 75-5202, and amendments thereto.
- (c) As used in this section, the term **charge** shall not require that the offender was held on a written charge contained in a complaint, information or indictment, if such offender was arrested prior to such offender's escape from custody.
- (d) Escape from custody is a Class A violation.  
(K.S.A. 21-5911)

#### **Sec. 7.4. Interference With the Judicial Process.**

- (a) Interference with the judicial process is:
- (1) Committing any of the following acts, with intent to influence, impede or obstruct the finding, decision, ruling, order, judgment or decree of such judicial officer or prosecutor on any matter then pending before the officer or prosecutor:
    - (A) Communicating in any manner a threat of violence to any judicial officer or any prosecutor;
    - (B) Harassing a judicial officer or a prosecutor by repeated vituperative communication; or
    - (C) Picketing, parading or demonstrating near such officer's or prosecutor's residence or place of abode;
  - (2) Picketing parading or demonstrating in or near a building housing a judicial officer or a prosecutor with intent to impede or obstruct the finding, decision, ruling, order, judgment or decree of such judicial officer or prosecutor on any matter then pending before the officer or prosecutor;
  - (3) Knowingly accepting or agreeing to accept anything of value as consideration for a promise:
    - (A) Not to initiate or aid in the prosecution of a person who has committed a crime; or
    - (B) To conceal or destroy evidence of a crime;

- (4) Knowingly or intentionally in any criminal proceeding or investigation:
    - (A) Inducing a witness or informant to withhold or unreasonably delay in producing any testimony, information, document or thing;
    - (B) Withholding or unreasonably delaying in producing any testimony, information, document or thing after a court orders the production of such testimony, information, document or thing;
    - (C) Altering, damaging, removing or destroying any record, document or thing, with the intent to prevent it from being produced or used as evidence; or
    - (D) Making, presenting or using a false record, document or thing with the intent that the record, document or thing, material to such criminal proceeding or investigation, appear in evidence to mislead a justice, judge, magistrate, master or law enforcement officer; or
  - (5) Knowingly making available by any means personal information about a judge or the judge's immediate family member, if the dissemination of the personal information poses an imminent and serious threat to the judge's safety or the safety of such judge's immediate family member, and the person making the information available knows or reasonably should know of the imminent and serious threat.
- (b) Nothing in this section shall limit or prevent the exercise by any court of this state of its power to punish for contempt.
- (c) As used in this section:
- (1) **Immediate family member** means a judge's spouse, child, parent or any other blood relative who lives in the same residence as such judge.
  - (2) **Judge** means any duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge.

- (3) **Personal information** means a judge's home address, home telephone number, personal mobile telephone number, pager number, personal e-mail address, personal photograph, immediate family member photograph, photograph of the judge's home, and information about the judge's motor vehicle, any immediate family member's motor vehicle, any immediate family member's place of employment, any immediate family member's child care or day care facility and any immediate family member's public or private school that offers instruction in any or all of the grades kindergarten through 12.
- (d) Interference with the judicial process is a Class A violation, except that a second or subsequent conviction of section (a)(5) is a severity level 9, person felony and will be referred to the appropriate prosecuting authority. (K.S.A. 21-5905)

#### **Sec. 7.5. Reserved for Future Use.**

#### **Sec. 7.6. Performance of Unauthorized Official Act.**

- (a) Performance of an unauthorized official act is knowingly and without lawful authority:
  - (1) Conducting a marriage ceremony; or
  - (2) Certifying an acknowledgment of the execution of any document which by law may be recorded.
- (b) Performance of an unauthorized official act is a Class B violation. (K.S.A. 21-5919)

#### **Sec. 7.7. Simulating Legal Process.**

- (a) Simulating legal process is:
  - (1) Distributing to another any document which simulates or purports to be, or is designed to cause others to believe it to be, a summons, petition, complaint or other legal process, with the intent to mislead the recipient and cause the recipient to take action in reliance thereon; or
  - (2) Printing or distributing any such document, knowing that it shall be so used.
- (b) This section shall not apply to the printing or distribution of blank forms of legal documents intended for actual use in judicial proceedings.

- (c) Simulating legal process is a Class A violation.  
(K.S.A. 21-5907)

**Sec. 7.8. Tampering With Public Record.**

- (a) Tampering with a public record is knowingly and without lawful authority altering, destroying, defacing, removing or concealing any public record.
- (b) Tampering with a public record is a Class A violation.  
(K.S.A. 21-5920)

**Sec. 7.9. Tampering With Public Notice.**

- (a) Tampering with public notice is knowingly and without lawful authority altering, defacing, destroying, removing or concealing any public notice posted according to law, during the time such notice is required or authorized to remain posted.
- (b) Tampering with a public notice is a Class C violation.  
(K.S.A. 21-5921)

**Sec. 7.10. False Signing of Petition.**

- (a) False signing of a petition is knowingly affixing any fictitious or unauthorized signature to any petition, memorial or remonstrance, intended to be presented to the legislature, or either house thereof, or to any agency or officer of the State of Kansas or any of its political subdivisions.
- (b) False signing of a petition is a Class C violation.  
(K.S.A. 21-5916)

**Sec. 7.11. False Impersonation.**

- (a) False impersonation is representing oneself to be a public officer or public employee or a person licensed to practice or engage in any profession or vocation for which a license is required by the laws of the State of Kansas, with knowledge that such representation is false.
- (b) False impersonation is a Class B violation.  
(K.S.A. 21-5917)

**Sec. 7.12. Interference; Conduct, Public Business in Public Building.**

- (a) Interference with the conduct of public business in public buildings is:
  - (1) Conduct at or in any public building owned, operated or controlled by the state or any of its political subdivisions so as to knowingly deny to any public official, public employee, or any invitee on such premises, the lawful rights of such official, employee, or invitee to enter, to use the facilities or to leave any such public building;
  - (2) Knowingly impeding any public official or employee in the lawful performance of duties or activities through the use of restraint, abduction, coercion, or intimidation or by force and violence or threat thereof;
  - (3) Knowingly refusing or failing to leave any such public building upon being requested to do so by the chief administrative officer, or such officer's designee, charged with maintaining order in such public building, if such person is committing, threatens to commit, or incites others to commit, any act which did or would if completed, disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures or functions being carried on in such public building;
  - (4) Knowingly impeding, disrupting or hindering the normal proceedings of any meeting or session conducted by any judicial or legislative body or official at any public building by any act of intrusion into the chamber or other areas designated for the use of the body or official conducting such meeting or session, or by any act designed to intimidate, coerce or hinder any member of such body or any official engaged in the performance of duties at such meeting or session; or
  - (5) Knowingly impeding, disrupting or hindering, by any act of intrusion into the chamber or other areas designed for the use of any executive body or official, the normal proceedings of such body or official.
  
- (b) Interference with the conduct of public business in public buildings is a Class A violation. (K.S.A. 21-5922)

### **Sec. 7.13. Interference With Police Dogs.**

- (a) It shall be unlawful for any person to strike, abuse, tease, harass, or assault any dog being used by the city for the purpose of performing the duties of a police dog regardless of whether the dog is on duty or off.
- (b) It shall be unlawful for any person to interfere with a dog being used by the police department or attempt to interfere with the handler of the dog in such a manner as to inhibit, restrict or deprive the handler of his or her control of the dog.
- (c) Violation of this section is a Class C violation.

### **Sec. 7.14. Electioneering.**

- (a) (1) Electioneering is:
  - (A) knowingly attempting to persuade or influence eligible voters to vote for or against a particular candidate, party or question submitted, including wearing, exhibiting or distributing labels, signs, posters, stickers or other materials that clearly identify a candidate in the election or clearly indicates support or opposition to a question submitted election within any polling place on election day or advance voting site during the time period allowed by law for casting a ballot by advance voting or within a radius of 250 feet from the entrance thereof; or
  - (B) if committed by a candidate:
    - (i) Touching or handling any voter's ballot during the voting process;
    - (ii) distributing ballots or counting ballots;
    - (iii) hindering or obstructing any voter from voting or from entering and leaving the polling place; or
    - (iv) hindering or obstructing any election board worker from performing election duties.

- (2) Electioneering shall not include bumper stickers affixed to a motor vehicle that is used to transport voters to a polling place or to an advance voting site for the purpose of voting.
- (b) The provisions of subsection (a)(1)(B) shall not apply to:
- (1) The secretary of state, any election official or any county election officer;
  - (2) a candidate for precinct committeeman or committeewoman who is employed by a county election office and is engaged in the performance of such employee's duties;
  - (3) a candidate for any office not specified in paragraphs (1) or (2) who is employed by a county election office and is engaged in the performance of such employee's duties, if such employee does not appear as a candidate for office on any ballot such employee touches, handles, distributes or counts; or
  - (4) a candidate transmitting or delivering an advance voting ballot in accordance with section 2(b), and amendments thereto.
- (c) (1) As used in this section, "**advance voting site**" means the central county election office or satellite advance voting sites designated as such pursuant to subsection (c) of K.S.A. 25-1122(c), and amendments thereto, and adult care homes and hospital based care units at the time of an election participating in the voting procedures prescribed in K.S.A. 2020 Supp. 25-2812, and amendments thereto.
- (2) **Candidate** means an individual who has declared such individual's candidacy pursuant to K.S.A. 25-205 et seq., and amendments thereto, or has been nominated for elected office pursuant to K.S.A. 25-301 et seq., and amendments thereto, in the election for which the individual is charged with having violated the provisions of this section.
- (d) Electioneering is a Class C violation.  
(K.S.A. 25-2430)

## **Sec. 7.15. Intimidation of a Witness or Victim.**

- (a) Intimidation of a witness or victim is preventing or dissuading, or attempting to prevent or dissuade, with an intent to vex, annoy, harm or injure in any way another person or an intent to thwart or interfere in any manner with the orderly administration of justice:
  - (1) Any witness or victim from attending or giving testimony at any civil or criminal trial, proceeding or inquiry authorized by law; or
  - (2) Any witness, victim or person acting on behalf of a victim from:
    - (A) Making any report of the victimization of a victim to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer, judicial officer, the secretary for children and families, the secretary for aging and disability services, or any agent or representative of either secretary, or any person required to make a report pursuant to K.S.A. 38-2223, and amendments thereto;
    - (B) Causing a complaint, indictment or information to be sought and prosecuted or causing a violation of probation, parole or assignment to a community correctional services program to be reported and prosecuted, and assisting in its prosecution;
    - (C) Causing a civil action to be filed and prosecuted and assisting in its prosecution; or
    - (D) Arresting or causing or seeking the arrest of any person in connection with the victimization of a victim.
- (b) Intimidation of a witness or victim is a Class B person violation.

(c) As used in this section

(1) **Victim** means any individual:

- (A) Against whom any crime under the laws of this state, any other state or the United States is being, has been or is attempted to be committed; or
- (B) Who suffers a civil injury or loss; and

(2) **Witness** means any individual:

- (A) Who has knowledge of the existence or nonexistence of facts relating to any civil or criminal trial, proceeding or inquiry authorized by law;
- (B) Whose declaration under oath is received or has been received as evidence for any purpose;
- (C) Who has reported any crime or any civil injury or loss to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer or judicial officer;
- (D) Who has been served with a subpoena issued under the authority of a municipal court or any court or agency of this state, any other state or the United States; or
- (E) Who is believed by the offender to be an individual described in this subsection.

(3) **Civil injury or loss** means any injury or loss for which a civil remedy is provided under the laws of this state, any other state, or the United States.

(K.S.A. 21-5908; 21-5909)

## **Sec. 7.16. Obstructing Apprehension or Prosecution.**

- (a) Obstructing apprehension or prosecution is knowingly harboring, concealing or aiding any person who has committed or who has been charged with committing a misdemeanor under the laws of this state or an ordinance violation under the code of this city, other than a violation of K.S.A. 22-4903, and amendments thereto, or a misdemeanor under the laws of another state or the United States with intent that such person shall avoid or escape from arrest, trial, conviction or punishment for such offense.
- (b) Obstructing apprehension or prosecution is a Class C Violation. (K.S.A. 21-5913)

## **Article 7A. Crimes Affecting Public Trust**

### **Sec. 7A.1. Official Misconduct.**

- (a) Official misconduct is any of the following acts committed by a public officer or employee in the officer or employee's public capacity or under color of the officer or employee's office or employment:
  - (1) Knowingly using or authorizing the use of any aircraft, as defined by K.S.A. 3-201, and amendments thereto, vehicle, as defined by K.S.A. 8-1485, and amendments thereto, or vessel, as defined by K.S.A. 32-1102, and amendments thereto, under the officer's or employee's control or direction, or in the officer's or employee's custody, exclusively for the private benefit or gain of the officer or employee or another;
  - (2) Knowingly failing to serve civil process when required by law;
  - (3) Using confidential information acquired in the course of and related to the officer's or employee's office or employment for the private benefit or gain of the officer or employee or another or to intentionally cause harm to another;
  - (4) Except as authorized by law, with the intent to reduce or eliminate competition among bidders or prospective bidders on any contract or proposed contract:

- (A) Disclosing confidential information regarding proposals or communications from bidders or prospective bidders on any contract or proposed contract;
  - (B) Accepting any bid or proposal on a contract or proposed contract after the deadline for acceptance of such bid or proposal; or
  - (C) Altering any bid or proposal submitted by a bidder on a contract or proposed contract;
- (5) Except as authorized by law, knowingly destroying, tampering with or concealing evidence of a crime; or
- (6) Knowingly submitting to a governmental entity a claim for expenses which is false or duplicates expenses for which a claim is submitted to such governmental entity, another governmental or private entity.
- (b) (1) Official misconduct as defined in:
- (A) Subsections (a)(1) through (a)(4) is a class A nonperson violation;
  - (B) Subsection (a)(5) is a class A nonperson violation if the evidence is evidence of a crime which is a misdemeanor; and
  - (C) subsection (a)(6) is a class A nonperson violation if the claim is less than \$1,000. If the claim is more than \$1,000 the offense is classified by state law as a felony and will be referred to the appropriate prosecuting authority.
- (2) Upon conviction of official misconduct a public officer or employee shall forfeit such officer or employee's office or employment.
- (c) The provisions of subsection (a)(1) shall not apply to any use of persons or property which:
- (1) At the time of the use, is authorized by law or by formal written policy of the governmental entity; or
  - (2) Constitutes misuse of public funds, as defined in K.S.A. 21-6005, and amendments thereto.
- (d) As used in this section, "confidential" means any information that is not subject to mandatory disclosure pursuant to K.S.A. 45-221, and amendments thereto. (K.S.A. 21-6002)

## **Sec. 7A.2. Compensation for Past Official Acts.**

- (a) Compensation for past official acts is intentionally giving or offering to give to any public officer or employee any benefit, reward or consideration for having given, in such official capacity as public officer or employee, a decision, opinion, recommendation or vote favorable to the person giving or offering such benefit, reward or consideration, or for having performed an act of official misconduct.
- (b) Compensation for past official acts is a class B nonperson violation.
- (c) Subsection (a) shall not apply to the following:
  - (1) Gifts or other benefits conferred on account of kinship or other personal, professional or business relationships independent of the official status of the receiver; or
  - (2) Trivial benefits incidental to personal, professional or business contacts and involving no substantial risk of undermining official impartiality. (K.S.A. 21-6003)

## **Sec. 7A.3. Presenting a False Claim; Permitting a False Claim.**

- (a) Presenting a false claim is, with the intent to defraud, presenting a claim or demand which is false in whole or in part, to a public officer or body authorized to audit, allow or pay such claim.
- (b) Permitting a false claim is the auditing, allowing or paying of any claim or demand made upon the state or any subdivision thereof or other governmental instrumentality within the state by a public officer or public employee who knows such claim or demand is false or fraudulent in whole or in part.
- (c)
  - (1) Presenting a false claim or permitting a false claim for less than \$1,000 is a class A nonperson violation. Any claims over \$1,000 are considered felony violations under state law and will be referred to the appropriate prosecuting authority.
  - (2) Upon conviction of permitting a false claim, a public officer or public employee shall forfeit the officer or employee's office or employment. (K.S.A. 21-6004)

## **Sec. 7A.4. Misuse of Public Funds.**

- (a) Misuse of public funds is knowingly using, lending or permitting another to use public money in a manner not authorized by law, by a custodian or other person having control of public money by virtue of such person's official position.
- (b) (1) Misuse of public funds where the aggregate amount of money paid or claimed in violation of this section is a class A nonperson violation if the amount is less than \$1,000. If the amount is more than \$1,000 the offense is considered a felony under state law and will be referred to the appropriate prosecuting authority.  
(2) Upon conviction of misuse of public funds, the convicted person shall forfeit the person's official position.
- (c) As used in this section, "public money" means any money or negotiable instrument which belongs to the state of Kansas or any political subdivision thereof. (K.S.A. 21-6005)

## **Article 8. Crimes Involving Violation of Personal Rights.**

### **Sec. 8.1. Denial of Civil Rights.**

- (a) Denial of civil rights is intentionally denying to another, on account of the race, color, ancestry, national origin, age, sex, physical handicap or religion of such other the full and equal:
  - (1) The full and equal use and enjoyment of the services, facilities, privileges and advantages of any institution, department or agency of the State of Kansas or any political subdivision or municipality thereof;
  - (2) The full and equal use and enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any establishment which provides lodging to transient guests for hire; of any establishment which is engaged in selling food or beverage to the public for consumption upon the premises; or of any place of recreation, amusement, exhibition or entertainment which is open to members of the public

- (3) The full and equal use and enjoyment of the services, privileges and advantages of any facility for the public transportation of persons or goods;
- (4) The full and equal use and enjoyment of the services, facilities, privileges, and advantages of any establishment which offers personal or professional services to members of the public; or
- (5) The full and equal exercise of the right to vote in any election held pursuant to the laws of Kansas.

(b) Denial of civil rights is a Class A violation. (K.S.A. 21-6102)

### **Sec. 8.2. Unlawful Disclosure of Tax Information.**

- (a) Unlawful disclosure of tax information is recklessly disclosing or using for commercial purposes any information obtained in the business of preparing federal or state income tax returns or in the business of assisting taxpayers in preparing such returns, unless such disclosure is:
  - (1) Consented to by the taxpayer in a separate, written document;
  - (2) Expressly authorized by state or federal law;
  - (3) Necessary to the preparation of the return; or
  - (4) Pursuant to an order of any court of competent jurisdiction.
- (b) Unlawful disclosure of tax information is a class A nonperson violation.
- (c) For the purposes of this section, a person is engaged in the business of preparing federal or state income tax returns or in the business of assisting taxpayers in preparing such returns if the person does either of the following:
  - (1) Advertises or gives publicity to the effect that such person prepares or assists others in the preparation of state or federal income tax returns; or
  - (2) Prepares or assists others in the preparation of state or federal income tax returns for compensation.

- (d) Contacting a taxpayer to obtain the taxpayer's written consent to disclosure does not constitute a violation of this section. (K.S.A. 21-6104)

### **Sec. 8.3. Unjustifiably Exposing a Convicted or Charged Person.**

- (a) Unjustifiably exposing a convicted or charged person is unjustifiably communicating or threatening to communicate to another any oral or written statement that any person has been charged with or convicted of a felony, with intent to interfere with the employment or business of the person so charged or convicted.
- (b) Unjustifiably exposing a convicted or charged person is a Class B nonperson violation.
- (c) This section shall not apply to any person or organization who furnishes information about a person to another person or organization requesting the same. (K.S.A. 21-6105)

## **Article 9. Offenses Against Public Peace**

### **Sec. 9.1. Disorderly Conduct.**

- (a) Disorderly conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:
  - (1) Brawling or fighting;
  - (2) Disturbing an assembly, meeting or procession, not unlawful in its character; or
  - (3) Using fighting words.
- (b) Disorderly conduct is a Class C violation.  
(K.S.A. 21-6203)

## **Sec. 9.2. Unlawful Assembly; Remaining at an Unlawful Assembly.**

- (a) Unlawful assembly is:
  - (1) The meeting or coming together of not less than five persons with the intent to engage in conduct constituting;
    - (A) Disorderly conduct, as defined by Section 9.1 of this article; or
    - (B) A riot, as defined by Section 9.4 of this article; or
  - (2) When a lawful assembly of not less than five persons, agreeing to engage in conduct constituting disorderly conduct or riot.
- (b) Remaining at an unlawful assembly is intentionally failing to depart from the place of an unlawful assembly after being directed to leave by a law enforcement officer.
- (c) Penalties.
  - (1) Unlawful assembly is a Class B violation.
  - (2) Remaining at an unlawful assembly is a Class A violation. (K.S.A. 21-6202)

## **Sec. 9.3. Violation of Executive Order under K.S.A. 48-925 Mandating a Curfew or Prohibiting Public Entry.**

A knowing violation of an executive order issued pursuant to K.S.A. 48-925, and amendments thereto, that mandates a curfew or prohibits public entry into an area affected by a disaster is a Class A nonperson violation. (K.S.A. 48-939(a)(2))

## **Sec. 9.4. Riot.**

- (a) Riot is five or more persons acting together and without lawful authority engaging in any:
  - (1) Use of force or violence which produces a breach of the public peace; or
  - (2) Threat to use such force or violence against any person or property if accompanied by power or apparent power of immediate execution.
- (b) Riot is a Class A violation. (K.S.A. 21-6201)

### **Sec. 9.5. Maintaining or Permitting a Public Nuisance.**

- (a) Maintaining a public nuisance is knowingly causing or permitting a condition to exist which injures or endangers the public health, safety or welfare.
- (b) Permitting a public nuisance is knowingly permitting property under the control of the offender to be used to maintain a public nuisance, as defined in Subsection (a).
- (c) Maintaining or permitting a public nuisance is a Class C violation. (K.S.A. 21-6204)

### **Sec. 9.6. Reserved for Future Use.**

### **Sec. 9.7. Making an Unlawful Request for Emergency Service Assistance.**

- (a) Making an unlawful request for emergency service assistance is: Transmitting or communicating false or misleading information in any manner to request emergency service assistance including law enforcement, fire, medical or other emergency service, knowing at the time of such request there is no reasonable ground for believing such assistance is needed.
- (b) An offender who violates the provisions of this section may also be prosecuted for, convicted of, and punished for interference with law enforcement. (Section 7.2)
- (c) Making an unlawful request for emergency service assistance is a Class A violation. (K.S.A. 21-6207)

**{Editor's Note:** The 2018 Kansas Legislature amended K.S.A. 21-6207 in HB 2581. The amendment made it a felony if the request for emergency service assistance made by the person includes false information that violent criminal activity or immediate threat to a person's life or safety or the public safety is taking place. The amendment also increased the felony level if bodily harm or great bodily harm results from the response.}

## **Sec. 9.8. Criminal Desecration.**

- (a) Criminal desecration is:
  - (1) Knowingly obtaining or attempting to obtain unauthorized control of a dead body or remains of any human being or the coffin, urn or other article containing a dead body or remains of any human being;
  - (2) Recklessly by means other than by fire or explosive:
    - (A) Damaging, defacing or destroying the flag, ensign or other symbol of the United States or this state in which another has a property interest without the consent of such other person;
    - (B) Damaging, defacing or destroying any public monument or structure;
    - (C) Damaging, defacing or destroying any tomb, monument, memorial, marker, grave, vault, crypt gate, tree, shrub, plant or any other property in a cemetery; or
    - (D) Damaging, defacing or destroying any place of worship.
- (b) (1) Criminal desecration as described in subsections (a)(2)(B), (a)(2)(C) and (a)(2)(D) is a Class A violation if the property is damaged to the extent of less than \$1,000.
- (2) Criminal desecration as described in subsections (a)(1) and (a)(2)(A) is a Class A violation. (K.S.A. 21-6205)

## **Sec. 9.9. Unlawful Abuse of Toxic Vapors.**

- (a) Unlawful abuse of toxic vapors is possessing, buying, using, smelling, or inhaling toxic vapors with the intent of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system.
- (b) This section shall not apply to the inhalation of anesthesia or other substances for medical or dental purposes.
- (c) In a prosecution for a violation of this section, evidence that a container lists one or more of the

substances which are defined as a toxic vapors in K.S.A. 21-5712(e) as one of its ingredients shall be *prima facie* evidence that the substance in such container contains toxic vapors.

- (d) Unlawful abuse of toxic vapors is a Class B violation. In addition to any sentence or fine imposed, the court shall enter an order which requires that the person enroll in and successfully complete an alcohol and drug safety action education program, treatment program or both such programs as provided in K.S.A. 8-1008, and amendments thereto. (K.S.A. 21-5712)

### **Sec. 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.**

- (a) Except as authorized by the Uniform Controlled Substance Act, K.S.A. 65-4101 *et seq.*, and amendments thereto, it shall be unlawful for any person to possess or have under such person's control marijuana, as designated in K.S.A. 65-4105(d), and amendments thereto, or tetrahydrocannabinols, as designated in K.S.A. 65-4105(h), and amendments thereto.
- (b) Penalty. Violations of subsection (a) is a Class B violation for a first offense and a class A violation if the person has a prior conviction under K.S.A. 65-4162, prior to its repeal, under substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense.
- (c) It shall be an affirmative defense to prosecution under this section arising out of a person's possession of any cannabidiol treatment preparation if the person:
  - (1) Has a debilitating medical condition, as defined in section 1, and amendments thereto, or is the parent or guardian of a minor child who has such debilitating medical condition;
  - (2) Is possessing a cannabidiol treatment preparation, as defined in section 1, and amendments thereto, that is being used to treat such debilitating medical condition; and
  - (3) Has possession of a letter, at all times while the person has possession of the cannabidiol treatment preparation, that:

- (A) Shall be shown to a law enforcement officer on such officer's request;
  - (B) Is dated within the preceding 15 months and signed by the physician licensed to practice medicine and surgery in Kansas who diagnosed the debilitating medical condition;
  - (C) Is on such physician's letterhead; and
  - (D) Identifies the person or the person's minor child as such physician's patient and identifies the patient's debilitating medical condition.
- (d) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:
- (1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and
  - (B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;
  - (2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;
  - (B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2) (A) as requested by law enforcement or emergency medical services;

- (C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and
    - (D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
  - (3)
    - (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (d)(2)(A); and
    - (B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.
- (e)
  - (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (d) is immune from criminal prosecution for a violation of this section.
  - (2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.
- (f) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.
- (g) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.
- (h) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section. (K.S.A. 21-5706) (L. 2024, Ch. 97) (Sub. for SB 419)

**{Editor's Note:** If an individual has two or more prior convictions for violations of section 9.9.1, or for a substantially similar offense under Kansas law or other jurisdiction, violations are considered a felony under state law over which municipal courts have no jurisdiction, as such, violations should be referred to the appropriate prosecuting authority. They cannot be prosecuted in municipal court}.

### **Sec. 9.9.2. Possession of Drug Paraphernalia and Certain Drug Precursors.**

- (a) No person shall use or possess with intent to use any drug paraphernalia, as designated in K.S.A. 21-5701, to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto.
- (b) No person shall purchase, receive or otherwise acquire at retail any compound, mixture or preparation containing more than 3.6 grams of pseudoephedrine base or ephedrine base in any single transaction or any compound, mixture or preparation containing more than nine grams of pseudoephedrine base or ephedrine base within any 30-day period.
- (c) No person shall distribute, possess with intent to distribute or manufacture with intent to distribute any drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of K.S.A. 21-5706, and amendments thereto.
- (d) Penalty.
  - (1) Violation of subsection (a) is a Class B violation
  - (2) Violation of subsection (b) is a Class A violation
  - (3) Violation of subsection (c) is a Class A violation
- (e) In determining whether an object is drug paraphernalia, the finder of fact shall consider, in addition to all other logically relevant factors, the following:
  - (1) Statements of the owner or person in control of an object concerning its use;

- (2) Prior convictions, if any, of an owner or person in control of the object under any state or federal law relating to any controlled substance;
  - (3) The proximity of the object to controlled substances;
  - (4) The existence of any residue of controlled substances on the object;
  - (5) Direct or circumstantial evidence of the intent of an owner or person in control of an object, to deliver it to a person the owner or person in control of an object knows, or should reasonably know, intends to use the object to facilitate a violation of the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto. The innocence of an owner or person in control of the object as to a direct violation of the Uniform Controlled Substances Act shall not prevent a finding that the object is intended for use as drug paraphernalia;
  - (6) Oral or written instructions provided with the object concerning its use;
  - (7) Descriptive materials accompanying the object which explain or depict its use;
  - (8) National and local advertising concerning the object's use; and
  - (9) The method and manner in which the object is displayed for sale, if applicable.
- (f) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:
- (1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and
  - (B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;

- (2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;
  - (B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2) (A) as requested by law enforcement or emergency medical services;
  - (C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and
  - (D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
  - (3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (f)(2)(A); and
  - (B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.
- (g) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (f) is immune from criminal prosecution for a violation of subsection (a).
- (2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.

- (h) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.
- (i) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.
- (j) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(K.S.A. 21-5709; 21-5710; 21-5711) (L. 2024, Ch. 97)  
(Sub. for SB 419)

### **Sec. 9.9.3. Unlawful Distribution of Controlled Substances.**

- (a) No person shall distribute or possess with intent to distribute a controlled substance or a controlled substance analog designated in K.S.A. 65-4113 to anyone over the age of 18.
- (b) Violation of subsection (a) is a class A violation.  
(K.S.A. 21-5705)

### **Sec. 9.9.4. Unlawful Possession of Controlled Substances.**

- (a) No person shall possess any of the controlled substances or controlled substance analogs thereof found in K.S.A. 21-5706(b) and amendments thereto.
- (b) Violation of subsection (a) is a Class A violation.
- (c) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:

- (1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and
  - (B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;
- (2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;
  - (B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2)(A) as requested by law enforcement or emergency medical services;
  - (C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and
  - (D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
- (3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (c)(2)(A); and
  - (B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

- (d) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (c) is immune from criminal prosecution for a violation of subsection (a).
- (2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.
- (e) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.
- (f) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.
- (g) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(K.S.A. 21-5706) (L. 2024, Ch. 97) (Sub. for SB 419)

**{Editor's Note:** Violations of K.S.A. 21-5704 subsections (b)(1) through (b)(5) or (b)(7) is a drug severity level 5 felony if that person has a prior conviction under such subsection, under K.S.A. 65-4162, prior to its repeal, under a substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense if the substance involved was 3, 4 methylenedioxymethamphetamine (MDMA), marijuana as designated in K.S.A. 65-4105(d), and amendments thereto, or any substance designated in K.S.A. 65-4105(h), and amendments thereto, or an analog thereof. As these violations are considered felonies under state law over which municipal courts have no jurisdiction, they should be referred to the appropriate prosecuting authority}.

### **Sec. 9.9.5. Unlawful Possession of a Simulated Substance.**

- (a) No person shall use or possess with intent to use any simulated controlled substance.
- (b) This is a Class A violation.
- (c) "Simulated controlled substance" means any product that identifies itself by a common name or slang term associated with a controlled substance and that indicates on its label or accompanying promotional material that the product simulates the effect of a controlled substance. (K.S.A. 21-5701(s)) (K.S.A. 21-5713)

### **Sec. 9.9.6. Distribution of a Non-controlled Substance.**

- (a) No person shall distribute or possess with the intent to distribute any substance, which is not a controlled substance, to a person who is over the age of eighteen:
    - (1) Upon an express representation that the substance is a controlled substance or that the substance is of such nature or appearance that the recipient will be able to distribute the substance as a controlled substance; or
    - (2) Under circumstances which would give a reasonable person reason to believe that the substance is a controlled substance.
  - (b) Violation of subsection (a) is a Class A nonperson violation.
  - (c) If any one of the following factors is established, there shall be a presumption that distribution of a substance was under circumstances which would give a reasonable person reason to believe that a substance is a controlled substance:
    - (1) The substance was packaged in a manner normally used for the illegal distribution of controlled substances;
    - (2) The distribution of the substance included an exchange of or demand for money or other consideration for distribution of the substance and the amount of the consideration was substantially in excess of the reasonable value of the substance; or
    - (3) The physical appearance of the capsule or other material containing the substance is substantially identical to a specific controlled substance.
- (K.S.A. 21-5714)

## **Sec. 9.10. Harassment by Telecommunications Device.**

- (a) Harassment by telecommunication device is the use of:
  - (1) A telecommunications device to:
    - (A) Knowingly make or transmit any comment, request, suggestion, proposal, image or text which is obscene, lewd, lascivious, or indecent;
    - (B) Make or transmit a call, whether or not conversation ensues, with intent to abuse, threaten or harass a person at the receiving end;
    - (C) Make or transmit any comment, request, suggestion, proposal, image or text with intent to abuse, threaten or harass any person at the receiving end;
    - (D) Make or cause a telecommunications device to repeatedly ring or activate with intent to harass any person at the receiving end;
    - (E) Knowingly play any recording on a telephone, except recordings such as weather information or sports information when the number thereof is dialed, unless the person or group playing the recording shall be identified and state that it is a recording; or
    - (F) Knowingly permit any telecommunications device under one's control to be used in violation of this paragraph.
  - (2) Telefacsimile communication to send or transmit such communication to a court in the State of Kansas for a use other than court business, with no requirement of culpable mental state.
- (b) An offender who violates the provisions of this section may also be prosecuted for, convicted of, and punished for any other offense in sections 11.1 and 11.2.
- (c) Harassment by a telecommunication device is a Class A violation. (K.S.A. 21-6206)

### **Sec. 9.11. Unlawful Public Demonstration at a Funeral.**

- (a) Engaging in a public demonstration at any public location within 150 feet of any entrance to any cemetery, church, mortuary or other location where a funeral is held or conducted, within one hour prior to the scheduled commencement of a funeral, during a funeral or within two hours following the completion of a funeral;
- (b) Knowingly obstructing, hindering, impeding or blocking another person's entry to or exit from a funeral; or
- (c) Knowingly impeding vehicles which are part of a funeral procession.
- (d) Violation of this section is a Class B violation. Each day on which a violation occurs shall constitute a separate offense. (K.S.A. 21-6106)

### **Sec. 9.12. Reserved for Future Use.**

### **Sec. 9.13. Unlawful Posting of Political Pictures and Political Advertisements.**

- (a) Unlawful posting of political pictures and political advertisements is knowingly putting up, affixing or fastening of either or both, a political picture or a political advertisement to a telegraph, telephone, electric light or power pole.
- (b) Unlawful posting of political pictures and political advertisements is a Class C violation. (K.S.A. 21-5820)

## **Article 10. Offenses Against Public Safety**

### **Sec. 10.1. Criminal Use of Weapons.**

- (a) Criminal use of weapons is knowingly:
  - (1) Selling, manufacturing, purchasing or possessing any bludgeon, sand club, or metal knuckles;
  - (2) Possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slungshot, dangerous knife, straight-edged razor, throwing star, stiletto or any other dangerous or deadly weapon or instrument of like character;
  - (3) Setting a spring gun;

(b) is a Class A violation;

(c) Subsections (a)(1) and (a)(2) shall not apply to:

- (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
- (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
- (3) Members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or
- (4) The manufacture of, transportation to, or sale of weapons to a person authorized under subsections (c)(1), (c)(2) and (c)(3) to possess such weapons.(K.S.A. 21-6301)

#### **Sec. 10.1.1. Criminal Carrying of a Weapon.**

(a) Criminal carrying of a weapon is knowingly carrying:

- (1) Any bludgeon, sandclub, metal knuckles or throwing star;
- (2) Concealed on one's person, a billy, blackjack, slungshot or any other dangerous or deadly weapon or instrument of like character;
- (3) On one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb or projector or any object containing a noxious liquid, gas or substance; or

(b) Subsection (a) shall not apply to:

- (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
- (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;

- (3) Members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or
  - (4) The manufacture of, transportation to, or sale of weapons to a person authorized under subsections (b)(1), (b)(2) and (b)(3) to possess such weapons.
- (c) Criminal carrying of a weapon is a Class A violation. (K.S.A. 21-6302)

**Sec. 10.2 : 10.3 Reserved for Future Use.**

**Sec. 10.4. Failure to Register Explosives.**

- (a) Failure to register explosives is, with no requirement of a culpable mental state, the omission by:
  - (1) The seller of any explosive or detonating substance, to keep a register of every sale or other disposition of such explosives made by the seller as required by this section; or
  - (2) any person to whom delivery of any quantity of explosive or other detonating substance is made, to acknowledge the receipt thereof by signing the person's name in the register provided in subsection (c) on the page where the record of such delivery is entered.
- (b) Failure to register explosives as defined in:
  - (1) Subsection (a)(1) is a Class B nonperson violation; and
  - (2) subsection (a)(2) is a Class C violation.
- (c) The register of sales required by subsection (a)(1) shall contain the date of the sale or other disposition, the name, address, age and occupation of the person to whom the explosive is sold or delivered, the kind and amount of explosive delivered, the place at which it is to be used and for what purpose it is to be used. Such register and record of sale or other disposition shall be open for inspection by any law enforcement officer, mine inspector or fire marshal of this state for a period of not less than one year after the sale or other disposition. (K.S.A. 21-6311)

## **Sec. 10.5. Unlawful Discharge of a Firearm.**

- (a) Unlawful discharge of a firearm is the reckless discharge of a firearm within or into the corporate limits of any city.
- (b) This section shall not apply to the discharge of any firearm within or into the corporate limits of any city if:
  - (1) The firearm is discharged in the lawful defense of one's person, another person or one's property;
  - (2) The firearm is discharged at a private or public shooting range;
  - (3) The firearm is discharged to lawfully take wildlife unless prohibited by the department of wildlife and parks or the governing body of the city;
  - (4) The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife and parks;
  - (5) The firearm is discharged by special permit of the chief of police or by the sheriff when the city has no police department;
  - (6) The firearm is discharged using blanks; or
  - (7) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.
- (c) Unlawful discharge of firearms is a Class B violation. (K.S.A. 21-6308a)

## **Sec. 10.6. Air Gun, Air Rifle, Bow and Arrow, Slingshot, BB Gun or Paintball Gun.**

- (a) The unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun, within the city, except within the confines of a building or other structure from which the projectiles cannot escape.
- (b) Unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is a Class C violation.

### **Sec. 10.7. Seizure of Weapon.**

The chief of police of the city or his or her duly authorized representative is hereby empowered to seize and hold any air gun, air rifle, bow and arrow, slingshot or BB gun used in violation of section 10.6 of this article, and is further empowered to seize and hold as evidence pending a hearing before a court of competent jurisdiction any air gun, air rifle, bow and arrow, slingshot or BB gun used in violation of Section 10.6.

### **Sec. 10.8. Unlawful Aiding, Abetting.**

- (a) It shall be unlawful for any person to conspire to or aid and abet in the operation or discharging or causing to be operated or discharged any air gun, air rifle, bow and arrow, BB gun or slingshot except as provided in Section 10.6 within the city, whether individually or in connection with one or more persons or as principal, agent or accessory, and it is further unlawful for every parent or guardian of a minor child who willfully or knowingly permits or directs the operation or discharge of any air gun, air rifle, bow and arrow, BB gun or slingshot by such minor child within the city except as provided in Section 10.6 of this article.
- (b) Violation of this section is a Class C violation.

### **Sec. 10.9. Carrying Concealed Explosives.**

- (a) Carrying concealed explosives is carrying any explosive or detonating substance on the person in a wholly or partly concealed manner.
- (b) Carrying concealed explosives is a Class A violation. (K.S.A. 21-6312)

### **Sec. 10.10. Endangerment.**

- (a) Endangerment is recklessly exposing another person to a danger of great bodily harm or death.
- (b) Endangerment is a Class A violation. (K.S.A. 21-5429)

### **Sec. 10.11. Creating a Hazard.**

- (a) Creating a hazard is recklessly:

- (1) Storing or abandoning, in any place accessible to children, a container which has a compartment of more than one and one-half cubic feet capacity and a door or lid which locks or fastens automatically when closed and which cannot be easily opened from the inside, and failing to remove the door, lock, lid or fastening device on such container;
- (2) Being the owner or otherwise having possession of property upon which a cistern, well or cesspool is located and failing to cover the same with protective covering of sufficient strength and quality to exclude human beings and domestic animals therefrom; or
- (3) Exposing, abandoning or otherwise leaving any explosive or dangerous substance in a place accessible to children.

(b) Creating a hazard is a Class B violation. (K.S.A. 21-6318)

#### **Sec. 10.12. Unlawful Failure to Report a Wound.**

- (a) Unlawful failure to report a wound is, with no requirement of a culpable mental state, the failure by an attending physician or other person to report such person's treatment of any of the following wounds, to the office of the chief of police of the city or the office of the sheriff of the county in which such treatment took place:
  - (1) Any bullet wound, gunshot wound, powder burn or other injury arising from or caused by the discharge of a firearm; or
  - (2) Any wound which is likely to or may result in death and is apparently inflicted by a knife, ice pick or other sharp or pointed instrument.
- (b) Unlawful failure to report a wound is a Class C violation. (K.S.A. 21-6319)

#### **Sec. 10.13. Barbed Wire.**

- (a) It shall be unlawful for any person to construct, set up or maintain any barbed wire or barbed wire fence or enclosure within the city.
- (a) Violation of this section is a Class C violation.

## **Sec. 10.14. Operation of a Motorboat or Sailboat.**

- (a)
  - (1) No person born on or after January 1, 1989, shall operate on public waters of this city any motorboat or sailboat unless the person possesses a certificate of completion of an approved boater safety education course of instruction lawfully issued to such person as provided by K.S.A. 32-1101 *et seq.*
  - (2) No owner or person in possession of any motorboat or sailboat shall permit another person, who is subject to the requirements in subsection (a)(1), to operate such motorboat or sailboat unless such other person either:
    - (A) Has been lawfully issued a certificate of completion of an approved boater safety education course of instruction as provided by K.S.A. 32-1101 *et seq.*; or
    - (B) Is legally exempt from the requirements of subsection (a)(1).
  - (3) The requirement in subsection (a)(1), shall not apply to a person 21 years of age or older.
  - (4) The requirement in subsection (a)(1), shall not apply to a person operating a sailboat that does not have a motor and has an overall length of 16 feet, seven inches or less, while such person is enrolled in an instructor-led class.
- (b) The requirement in subsection (a)(1) shall not apply to a person operating a motorboat or sailboat accompanied by and under the direct and audible supervision of a person over 17 years of age who either:
  - (1) Possesses a certificate of completion of an approved boater safety education course; or
  - (2) Is legally exempt from the requirements of subsection (a)(1).
- (c) No person who is charged with a violation of subsection (a)(1) shall be convicted of the violation if such person produces in court or in the office of the arresting officer a certificate of completion of an approved boater safety education course of instruction lawfully issued to such person and valid at the time of such person's arrest.
- (d) As used in this section:

- (1) **Owner** means a person, other than a lienholder, having the property in or title to a vessel. The term includes a person entitled to the use or possession of a vessel subject to an interest in another person, reserved or created by agreement and securing payment or performance of an obligation, but the term excludes a lessee under a lease not intended as security. (K.S.A. 32-1102(c))
  - (2) **Operate** means to navigate or otherwise use a motorboat or a vessel. (K.S.A. 32-1102(f))
- (K.S.A. 32-1139)

### **Sec. 10.15. Operating a Vessel Under the Influence of Alcohol or Drugs; Penalties.**

- (a) No person shall operate or attempt to operate any vessel within this city while:
  - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in paragraph (1) of subsection (b) of K.S.A. 32-1130, and amendments thereto, is .08 or more;
  - (2) The alcohol concentration in the person's blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .08 or more;
  - (3) The alcohol concentration in the person's blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .02 or more and the person is less than 21 years of age;
  - (4) Under the influence of alcohol to a degree that renders the person incapable of safely operating a vessel;
  - (5) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating a vessel; or
  - (6) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating a vessel.
- (b) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

- (c) No person shall operate or attempt to operate any vessel within this state for three months after the date of refusal of submitting to a test if such person refuses to submit to a test pursuant to K.S.A. 32-1132, and amendments thereto.
- (d) Except as provided by subsection (e), violation of this section is a violation punishable:
  - (1) On the first conviction, by imprisonment of not more than one year or a fine of not less than \$100 nor more than \$500, or both; and
  - (2) On the second or a subsequent conviction, by imprisonment for not less than 90 days nor more than one year and, in the court's discretion, a fine of not less than \$100 nor more than \$500.
- (e) Subsection (d) shall not apply to or affect a person less than 21 years of age who submits to a breath or blood alcohol test requested pursuant to K.S.A. 32-1132 and amendments thereto, and produces a test result of an alcohol concentration of .02 or greater but less than .08. Such person's boating privileges upon the first occurrence shall be suspended for 30 days and upon a second or subsequent occurrence shall be suspended for 90 days.
- (f) In addition to any other penalties prescribed by law or rule and regulation, any person convicted of a violation of this section shall be required to satisfactorily complete a boater safety education course of instruction before such person subsequently operates or attempts to operate any vessel.
- (g) As used in this section, **operate** means to navigate or otherwise use a motorboat or a vessel. (K.S.A. 32-1131)

#### **Sec. 10.16. Throwing Objects.**

- (a) It is unlawful for any person to:
  - (1) Recklessly throw, push, pitch or otherwise cast any rock, stone or other object, matter or thing onto a street, road, highway, railroad right-of-way, or upon any vehicle, engine or car or any train, locomotive, railroad car, caboose, rail-mounted work equipment or rolling stock thereon;

- (2) Violate subsection (a) and damage any vehicle, engine or car or any train, locomotive, railroad car, caboose, rail-mounted work equipment or rolling stock lawfully on the street, highway or railroad right-of-way by the thrown or cast rock, stone or other object.

(b) Penalties.

- (1) Violation of subsection (a) is a Class B nonperson violation.
- (2) Violation of subsection (b) is a Class A nonperson violation. (K.S.A. 21-5819)

**Sec. 10.17. Tattooing or Body Piercing; Persons Under Age 18.**

- (a) No person shall perform body piercing, cosmetic tattooing or tattooing on or to any person under 18 years of age without the prior written and notarized consent of the parent or court appointed guardian of such person and the person giving such consent must be present during the body piercing, cosmetic tattooing or tattooing procedure. The written permission and a copy of the letters of guardianship when such permission is given by a guardian, shall be retained by the person administering such body piercing, cosmetic tattooing or tattooing for a period of five years.
- (b) Violation of this section is a Class A violation. (K.S.A. 65-1953)

**Sec. 10.18. Failure to Place or Maintain a Smoke Detector.**

- (a) Every single-family residence shall have at least one smoke detector on every story of the dwelling unit.
- (b) Every structure which:
  - (1) Contains more than one dwelling unit; or
  - (2) Contains at least one dwelling unit and is a mixed-use structure, shall contain at least one smoke detector at the uppermost ceiling of each interior stairwell and on every story in each dwelling unit.
- (c) The owner of a structure shall supply and install all required smoke detectors. The owner of a structure shall test and maintain all smoke detectors except inside rental units, the occupant shall test and maintain all smoke detectors after taking possession of the dwelling unit.

- (d) The smoke detectors required in dwelling units in existence on January 1, 1999, may either be battery-powered or wired into the structure's electrical system, and need not be interconnected. The smoke detectors required in dwelling units constructed after January 1, 1999, shall be wired permanently into the structure's electrical system.
- (e) For purposes of this section, manufactured homes as defined in K.S.A. 58-4202, and amendments thereto, shall be subject to the federal, manufactured home construction and safety standards established pursuant to 42 U.S.C. § 5403 in lieu of the standards set forth herein. Owners and occupants of such manufactured homes shall be subject to the testing and maintenance standards for smoke detectors required under this section.
- (f) Officials responsible for the enforcement of this section shall not enter a dwelling unit solely for the purpose of determining compliance with the provisions of this section except when:
  - (1) Conducting an inspection prior to the issuance of an occupancy permit or building permit;
  - (2) Responding to a report of a fire in a dwelling unit, except in cases of a false alarm; or
  - (3) Conducting, at the request of the owner or occupant, a home safety inspection.
- (g) Failure to place or maintain a smoke detector shall be an unclassified violation. Any fine imposed for a violation of this section shall not exceed \$25.  
(K.S.A. 31-162:163)

#### **Sec. 10.19. Sale of Medicines and Drugs Through Vending Machines.**

- (a) Any person, firm or corporation who offers for sale, sells or distributes any prescription medicine, prescription-only drug, drug which contains ephedrine alkaloids, drug intended for human use by hypodermic injection or poison through or by means of any vending machine or other mechanical device, or who uses any vending machine in or for the sale or distribution of any prescription medicine, prescription-only drug, drug which contains ephedrine alkaloids, drug intended for human use by hypodermic injection or poison, shall be guilty of illegal sale of medicines and drugs through a vending machine.

- (b) No nonprescription drugs shall be offered for sale or sold through a vending machine in anything other than the manufacturer's original tamper-evident and expiration-dated packet. No more than 12 different nonprescription drug products shall be offered for sale or sold through anyone vending machine. Any vending machine in which nonprescription drugs are offered for sale or sold shall be located so that the drugs stored in such vending machine are stored in accordance with drug manufacturer's requirements. Drugs offered for sale or sold in such vending machine shall not be older than the manufacturer's expiration date. Each vending machine through which nonprescription drugs are offered for sale or sold shall have an obvious and legible statement on the machine that identifies the owner of the machine, a toll-free telephone number at which the consumer may contact the owner of the machine, a statement advising the consumer to check the expiration date of the product before using the product and the telephone number of the state board of pharmacy. As used in this subsection, **nonprescription drug** does not include any prescription medicine, prescription-only drug, drug which contains ephedrine alkaloids, drug intended for human use by hypodermic injection or poison.
- (c) Any violation of this section constitutes an illegal sale of medicines and drugs through a vending machine and is a Class C violation and upon conviction, the violator shall be fined not less than \$25 nor more than \$500. (K.S.A. 65-650)

#### **Sec. 10.20. Unlawfully Obtaining a Prescription-Only Drug.**

- (a) Unlawfully obtaining a prescription-only drug is:
- (1) Making, altering or signing of a prescription order by a person other than a practitioner or a mid-level practitioner;
  - (2) Distribution of a prescription order, knowing it to have been made, altered or signed by a person other than a practitioner or a mid-level practitioner;
  - (3) Possession of a prescription order with intent to distribute it and knowing it to have been made, altered or signed by a person other than a practitioner or a mid-level practitioner;
  - (4) Possession of a prescription-only drug knowing it to have been obtained pursuant to a prescription order made, altered or signed by a person other than a practitioner or a mid-level practitioner; or

- (5) Providing false information, with the intent to deceive, to a practitioner or mid-level practitioner for the purpose of obtaining a prescription-only drug.

(b) As used in this section:

- (1) **Pharmacist, practitioner, mid-level practitioner and prescription-only drug** shall have the meanings ascribed thereto by K.S.A. 65-1626 and amendments thereto.
- (2) **Prescription order** means an order transmitted in writing, orally, telephonically or by other means of communication for a prescription-only drug to be filled by a pharmacist. **Prescription order** does not mean a drug dispensed pursuant to such an order.
- (3) **Distribute** means the actual, constructive or attempted transfer from one person to another of some item whether or not there is an agency relationship. **Distribute** includes, but is not limited to, sale, offer for sale or any act that causes some item to be transferred from one person to another. **Distribute** does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act or otherwise authorized by law.
- (4) **Drug** means:
  - (A) Substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them;
  - (B) Substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or animals;
  - (C) Substances, other than food, intended to affect the structure or any function of the body of man or animals; and
  - (D) Substances intended for use as a component of any article specified in paragraph (1), (2) or (3). It does not include devices or their components, parts or accessories. See K.S.A. 65-1626(H)

- (c) The provisions of this section shall not be applicable to prosecutions involving prescription-only drugs which could be brought under K.S.A. 21-5705 or 21-5706 and amendments thereto.
- (d) Unlawfully obtaining a prescription-only drug is a Class A violation for the first offense. (K.S.A. 21-5708)

{**Editor's Note:** If that person has a prior conviction of under this section, K.S.A. 21-5708, K.S.A. 21-36a08, prior to its transfer, or K.S.A. 21-4214, prior to its repeal, under state law subsequent violations are considered a felony over which municipal courts have no jurisdiction. These violations should be referred to the appropriate prosecuting authority.}

### **Sec. 10.21. Selling Beverage Containers with Detachable Tabs.**

- (a) Selling beverage containers with detachable tabs is knowingly selling or offering for sale at retail in this state any metal beverage container so designed and constructed that a part of the container is detachable in opening the container.
- (b) Selling beverage containers with detachable tabs is a Class C violation.
- (c) As used in this section:
  - (1) **Beverage container** means any sealed can containing beer, cereal malt beverages, mineral waters, soda water and similar soft drinks so designated by the director of alcoholic beverage control, in liquid form and intended for human consumption; and
  - (2) **In this state** means within the exterior limits of the state of Kansas and includes all territory within these limits owned by or ceded to the United States of America.

(K.S.A. 21-6320)

### **Sec. 10.22. Alcohol Without Liquid Machine.**

- (a) It shall be unlawful for any person to knowingly:
  - (1) Use any alcohol without liquid machine to inhale alcohol vapor or otherwise introduce alcohol in any form into the human body; or
  - (2) Purchase, sell, or offer for sale an alcohol without liquid machine.

- (b) Violation of this section is a Class A violation. (K.S.A. 21-6321)

**Sec. 10.23. Trafficking in Counterfeit Drugs.**

- (a) Trafficking in counterfeit drugs is intentionally manufacturing, distributing, dispensing, selling, or delivering for consumption purposes, or holding or offering for sale, any counterfeit drug.
- (b) Trafficking in counterfeit drugs which have a retail value of less than \$500 is a Class A violation. (K.S.A. 65-4167)

**Sec. 10.24. Smoking Prohibited.**

- (a) It shall be unlawful, with no requirement of a culpable mental state, to smoke in an enclosed area or at a public meeting including, but not limited to:
  - (1) Public places;
  - (2) Taxicabs and limousines;
  - (3) Restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities;
  - (4) Restrooms, lobbies and other common areas in hotels and motels and in at least 80% of the sleeping quarters within a hotel or motel that may be rented to guests;
  - (5) Access points of all buildings and facilities not exempted pursuant to subsection (d); and
  - (6) Any place of employment.
- (b) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.
- (c) Notwithstanding any other provision of this section, 10.25 or 10.26, the proprietor or other person in charge of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, or a medical care facility,

may designate a portion of such adult care home, or the licensed long-term care unit of such medical care facility, as a smoking area, and smoking may be permitted within such designated smoking area.

- (d) The provisions of this section shall not apply to:
- (1) The outdoor areas of any building or facility beyond the access points of such building or facility;
  - (2) Private homes or residences, except when such home or residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto;
  - (3) A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed 20%;
  - (4) The gaming floor of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto;
  - (5) That portion of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, that is expressly designated as a smoking area by the proprietor or other person in charge of such adult care home pursuant to subsection (c) and that is fully enclosed and ventilated;
  - (6) That portion of a licensed long-term care unit of a medical care facility that is expressly designated as a smoking area by the proprietor or other person in charge of such medical care facility pursuant to subsection (c) and that is fully enclosed and ventilated and to which access is restricted to the residents and their guests;
  - (7) Tobacco shops;
  - (8) A Class A or Class B club defined in K.S.A. 41-2601, and amendments thereto, which (A) held a license pursuant to K.S.A. 41-2606 et seq., and amendments thereto, as of January 1, 2009; and (B) notifies the secretary of health and environment in writing, not later than 90 days after the effective date of this act, that it wishes to continue to allow smoking on its premises; and
  - (9) A private club in designated areas where minors are prohibited.
  - (10) Any benefit cigar dinner or other cigar dinner of a substantially similar nature that:
    - (A) Is conducted specifically and exclusively for charitable purposes by a nonprofit organization which is exempt from federal income taxation pursuant to Section 501(c)(3) of the federal internal revenue code of 1986;

- (B) Is conducted no more than once per calendar year by such organization; and
  - (C) Has been held during each of the previous three years prior to January 1, 2011; and
- (11) That portion of a medical or clinical research facility constituting a separately ventilated, secure smoking room dedicated and used solely and exclusively for clinical research activities conducted in accordance with regulatory authority of the United States or the state of Kansas, as determined by the director of alcoholic beverage control of the department of revenue. (K.S.A. 21-6110)

**Sec. 10.25. Smoking; Posting Premises.** The proprietor or other person in charge of the premises of a public place, or other area where smoking is prohibited, shall post or cause to be posted in a conspicuous place signs displaying the international no smoking symbol and clearly stating that smoking is prohibited by state law. (K.S.A. 21-6111)

**Sec. 10.26. Smoking Prohibited; Penalties.**

- (a) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, to fail to comply with all or any of the provisions of sections 10.24 through 10.26.
- (b) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, to allow smoking to occur where prohibited by law. Any such person shall be deemed to allow smoking to occur under this subsection if such person:
  - (1) Has knowledge that smoking is occurring; and
  - (2) Recklessly permits smoking under the totality of the circumstances.
- (c) It shall be unlawful for any person, with no requirement of a culpable mental state, to smoke in any area where smoking is prohibited by the provisions of 10.24.
- (d) Any person who violates any provision of sections 10.24 through 10.26, shall be guilty of a cigarette or tobacco infraction punishable by a fine:
  - (1) Not exceeding \$100 for the first violation;

- (2) Not exceeding \$200 for a second violation within a one year period after the first violation; or
- (3) Not exceeding \$500 for a third or subsequent violation within a one year period after the first violation.

For purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

- (e) Each individual allowed to smoke by a person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, in violation of subsection (b) shall be considered a separate violation for purposes of determining the number of violations under subsection (d).
- (f) No employer shall discharge, refuse to hire or take any other adverse action against an employee, applicant for employment or customer with the intent to retaliate against that employee, applicant or customer for reporting or attempting to prosecute a violation of any of the provisions of sections 10.24 through 10.26. (K.S.A. 21-6112)

#### **Sec. 10.27. Illegal Operation of an Amusement Ride.**

- (a) It shall be unlawful for an owner or operator of an amusement ride, antique amusement ride, limited-use amusement ride or registered agritourism activity as defined in K.S.A. 44-1601 and amendments thereto, to knowingly operate, or cause to be operated, any amusement ride, antique amusement ride, limited-use amusement ride or registered agritourism activity without a valid permit issued by the State of Kansas.
- (b) Violation of this section is a Class B violation. (K.S.A. 44-1610)

#### **Sec. 10.28. Endangering the Food Supply.**

- (a) Endangering the food supply is knowingly:
  - (1) Bringing into this state any domestic animal which is infected with any contagious or infectious disease or any animal which has been exposed to any contagious or infectious disease;
  - (2) exposing any animal in this state to any contagious or infectious disease;

- (3) except as permitted under K.S.A. 2-2112 et seq., and amendments thereto, bringing or releasing into this state any plant pest as defined in K.S.A. 2-2113, and amendments thereto, or exposing any plant to a plant pest; or
  - (4) exposing any raw agricultural commodity, animal feed or processed food to any contaminant or contagious or infectious disease.
- (b) As used in this section:
- (1) “Animal feed” means an article which is intended for use for food for animals other than humans and which is intended for use as a substantial source of nutrients in the diet of the animal, and is not limited to a mixture intended to be the sole ration of the animal;
  - (2) “contagious or infectious disease” means any disease which can be spread from one subject to another by direct or indirect contact or by an intermediate agent, including, but not limited to, anthrax, all species of brucellosis, equine infectious anemia, hog cholera, pseudorabies, psoroptic mange, rabies, tuberculosis, vesicular stomatitis, avian influenza, pullorum, fowl typhoid, psittacosis, viscerotropic velogenic Newcastle disease, foot-and-mouth disease, rinderpest, African swine fever, piroplasmiasis, vesicular exanthema, Johne’s disease, scabies, scrapies, bovine leukosis and bovine spongiform encephalopathy;
  - (3) “processed food” means any food other than a raw agricultural commodity and includes any raw agricultural commodity that has been subject to processing, such as canning, cooking, freezing, dehydration or milling; and
  - (4) “raw agricultural commodity” means any food in its raw or natural state, including all fruits that are washed, colored or otherwise treated in their unpeeled natural form prior to marketing.
- (c) Endangering the food supply is a Class A violation except if the contagious or infectious disease is food-and-mouth disease in which class it is classified as a felony under state law and will be referred to the appropriate prosecuting authority.  
(K.S.A. 21-6317)

## **Sec. 10.29. Violation of a Public Health Order.**

- (a) It shall be unlawful for any person to violate, refuse, or fail to comply with, a written order of the County Health Officer, Board of Health, or Director of Health issued under their respective authorities.
- (b) A violation of this section is a Class C violation.

## **Sec. 10.30. Operating an Aircraft Under the Influence.**

- (a) Operating an aircraft under the influence is operating or attempting to operate any aircraft within this state while:
  - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is 0.04 or more;
  - (2) the alcohol concentration in the person's blood or breath, as measured within four hours of the time of operating or attempting to operate an aircraft, is 0.04 or more;
  - (3) under the influence of alcohol to a degree that renders the person incapable of safely operating an aircraft;
  - (4) under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating an aircraft; or
  - (5) under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating an aircraft.
- (b) (1) Operating an aircraft under the influence is an Class A nonperson violation.
  - (A) On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750.
  - (B) On second or subsequent conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence.

(2) As part of the judgment of conviction, the court shall order the person convicted not to operate an aircraft for any purpose for a period of six months from the date of

final discharge from the county jail, or the date of payment or satisfaction of such fine, whichever is later or one year from such date on a second conviction. If the court suspends the sentence and places the person on probation as provided by law, the court shall order as one of the conditions of probation that such person not operate an aircraft for any purpose for a period of 30 days from the date of the order on a first conviction or 60 days from the date of the order on a second conviction.

(3) For the purpose of determining whether an occurrence is a first, second or subsequent occurrence:

(A) "Conviction" includes entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging commission of a crime described in subsection (a); and

(B) it is irrelevant whether an offense occurred before or after conviction or diversion for a previous offense.

(c) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.  
(K.S.A. 3-1006)

### **Sec. 10.30.1. Same; Preliminary Breath Test.**

(a) A law enforcement officer may request a person who is operating or attempting to operate an aircraft within this state to submit to a preliminary screening test of the person's breath or oral fluid, or both, if the officer has reasonable suspicion to believe the person has been operating or attempting to operate an aircraft while under the influence of alcohol or drugs, or a combination of alcohol and any drug or drugs.

(b) If the person submits to the test, the results shall be used for the purpose of assisting law enforcement officers in determining whether an arrest should be made and whether to request the tests authorized

by K.S.A. 3-1007, and amendments thereto. A law enforcement officer may arrest a person based in whole or in part upon the results of a preliminary screening test. Such results shall not be admissible in any civil or criminal action concerning the operation of or attempted operation of an aircraft except to aid the court in determining a challenge to the validity of the arrest or the validity of the request to submit to a test pursuant to K.S.A. 3-1007, and amendments thereto. Following the preliminary screening test, additional tests may be requested pursuant to K.S.A. 3-1007, and amendments thereto.

- (c) Any preliminary screening of a person's breath shall be conducted with a device approved pursuant to K.S.A. 65-1,107, and amendments thereto. Any preliminary screening of a person's oral fluid shall be conducted in accordance with rules and regulations, if any, approved pursuant to K.S.A. 75-712h, and amendments thereto. (K.S.A. 3-1008)

#### **Sec. 10.30.2. Same; Definitions.**

As used in Sections 10.30 through 10.30.2 and amendments thereto:

- (a) "Alcohol concentration" means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.
- (b) "Drug" includes toxic vapors as such term is defined in K.S.A. 2021 Supp. 21-5712, and amendments thereto.
- (c) "Imprisonment" includes any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
- (d) "Law enforcement officer" means the same as in K.S.A. 2021 Supp. 21-5111, and amendments thereto, and includes any person authorized by law to make an arrest on a military reservation for an act which would constitute a violation of section 1, and amendments thereto, if committed off a military reservation in this state.
- (e) "Other competent evidence" includes:
  - (1) Alcohol concentration tests obtained from samples taken four hours or more after the operation or attempted operation of an aircraft; and

- (2) readings obtained from a partial alcohol concentration test on a breath testing machine. (K.S.A. 3-1009)

## Article 11. Offenses Against Public Morals

### Sec. 11.1. Promoting Obscenity.

- (a) Promoting obscenity is recklessly:
  - (1) Manufacturing, mailing, transmitting, publishing, distributing, presenting, exhibiting, or advertising any obscene material or obscene device;
  - (2) Possessing any obscene material or obscene device with intent to mail, transmit, publish, distribute, present, exhibit or advertise such material or device;
  - (3) Offering or agreeing to manufacture, mail, transmit, publish, distribute, present, exhibit, or advertise any obscene material or obscene device; or
  - (4) Producing, presenting, or directing an obscene performance or participating in a portion thereof which is obscene or which contributes to its obscenity.
  
- (b) Evidence that materials or devices were promoted to emphasize their prurient appeal shall be relevant in determining the question of the obscenity of such materials or devices. There shall be a rebuttable presumption that a person promoting obscene materials or obscene devices did so knowingly or recklessly if:
  - (1) The materials or devices were promoted to emphasize their prurient appeal; or
  - (2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.
  
- (c) As used in this section:
  - (1) Any material or performance is **obscene** if:
    - (A) The average person applying contemporary community standards would find that the material or performance, taken as a whole, appeals to the prurient interest;

- (B) The average person applying contemporary community standards would find that the material or performance has patently offensive representations or descriptions of (i) ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse or sodomy; or (ii) masturbation, excretory functions, sadomasochistic abuse or lewd exhibition of the genitals; and
  - (C) Taken as a whole, a reasonable person would find that the material or performance lacks serious literary, educational, artistic, political, or scientific value.
- (2) Material. Any tangible thing which is capable of being used or adapted to arouse interest, whether throughout the medium of reading, observation, sound or other manner.
  - (3) Obscene Device. A device, including a dildo or artificial vagina, designed or marketed as useful primarily for the stimulation of human genital organs, except such devices disseminated or promoted for the purpose of medical or psychological therapy.
  - (4) Performance. Any play, motion picture, dance or other exhibition performed before an audience.
  - (5) Wholesaler. A person who distributes or offers for distribution obscene materials or devices only for resale and not to the consumer and who does not manufacture publish or produce such materials or devices.
- (d) It shall be a defense to a prosecution for promoting obscenity and promoting obscenity to minors that the:
- (1) Persons to whom the allegedly obscene material or obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific, educational or governmental justification for possessing or viewing the same;
  - (2) Defendant is an officer, director, trustee, or employee of a public library and the allegedly obscene material was acquired by such library and was disseminated in accordance with regular library policies approved by its governing body; or

- (3) Allegedly obscene material or obscene device was purchased, leased, or otherwise acquired by a public, private or parochial school, college, or university, and that such material or device was either sold, leased, distributed, or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incident to an approved course or program of instruction at such school.
- (e) The provisions of this section prescribing a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public.
- (f) Promoting obscenity is a Class A violation on conviction of a first offense. Subsequent violations considered felonies under state law and will be referred to the appropriate prosecuting authority.
- (g) Upon any conviction of promoting obscenity, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed \$50,000, conditioned that, in the event the defendant is convicted, of a subsequent offense of promoting obscenity within two years after such conviction, the defendant shall forfeit the recognizance. (K.S.A. 21-6401)

### **Sec. 11.2. Promoting Obscenity to Minors.**

- (a) Promoting obscenity to minors is promoting obscenity, as defined in section 11.1, where a recipient of the obscene material or obscene device or a member of the audience of an obscene performance is a child under the age of 18 years.

- (b) Evidence that materials or devices were promoted to emphasize their prurient appeal shall be relevant in determining the question of the obscenity of such materials or devices. There shall be a rebuttable presumption that a person promoting obscene materials or obscene devices did so knowingly or recklessly if:
  - (1) The materials or devices were promoted to emphasize their prurient appeal; or
  - (2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.
  
- (c) It shall be a defense to a prosecution for promoting obscenity to minors that the:
  - (1) Persons to whom the allegedly obscene material or obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific, educational or governmental justification for possessing or viewing the same;
  - (2) Defendant is an officer, director, trustee or employee of a public library and the allegedly obscene material was acquired by such library and was disseminated in accordance with regular library policies approved by its governing body; or
  - (3) Allegedly obscene material or obscene device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material or device was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incidental to an approved course or program of instruction at such school.
  
- (d) Notwithstanding the provisions of K.S.A. 21-5204, and amendments thereto, to the contrary, it shall be an affirmative defense to any prosecution for promoting obscenity to minors that:
  - (1) The defendant had reasonable cause to believe that the minor involved was 18 years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was 18 years old or more; or

- (2) An exhibition in a state of nudity is for a bona fide scientific or medical purpose, or for an educational or cultural purpose for a bona fide school, museum or library.
- (e) The provisions of this section and the provisions of ordinances of any city prescribing a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public.
  - (f) Promoting obscenity to minors is a Class A violation. Subsequent violations considered felonies under state law and will be referred to the appropriate prosecuting authority.
  - (g) Upon any conviction of promoting obscenity to minors, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed \$50,000, conditioned that, in the event the defendant is convicted of a subsequent offense of promoting obscenity to minors within two years after such conviction, the defendant shall forfeit the recognizance. (K.S.A. 21-6401)

### **Sec. 11.3. Commercialization of Wildlife.**

- (a) Commercialization of wildlife is knowingly committing any of the following, except as permitted by statute or rules and regulations:
  - (1) Capturing, killing, or possessing, for profit or commercial purposes, all or any part of any wildlife protected by this section;
  - (2) Selling, bartering, purchasing, or offering to sell, barter or purchase, for profit or commercial purposes, all or any part of any wildlife protected by this section;

- (3) Shipping, exporting, importing, transporting or carrying; causing to be shipped, exported, imported, transported, or carried; or delivering or receiving for shipping, exporting, importing, transporting, or carrying all or any part of any wildlife protected by this section, for profit or commercial purposes; or
  - (4) Purchasing, for personal use or consumption, all or any part of any wildlife protected by this section.
- (b) The wildlife protected by this section and the minimum value thereof are as follows:
- (1) Eagles, \$1,000;
  - (2) Deer or antelope, \$1,000;
  - (3) Elk or buffalo, \$1,500;
  - (4) Furbearing animals, except bobcats, \$25;
  - (5) Bobcats, \$200;
  - (6) Wild turkey, \$200;
  - (7) Owls, hawks, falcons, kites, harriers, or ospreys, \$500;
  - (8) Game birds, migratory game birds, resident and migratory nongame birds, game animals and nongame animals, \$50 unless a higher amount is specified above;
  - (9) Fish and mussels, the value for which shall be no less than the value listed for the appropriate fish or mussels species in the monetary values of freshwater fish or mussels and fish kill counting guidelines of the American fisheries society, special publication number 30;
  - (10) Turtles, \$25 each for unprocessed turtle or \$16 per pound or fraction of a pound for processed turtle parts;
  - (11) Bullfrogs, \$4, whether dressed or not dressed;
  - (12) Any wildlife classified as threatened or endangered, \$500 unless a higher amount is specified above; and
  - (13) Any other wildlife not listed above, \$25.
- (c) Possession of wildlife, in whole or in part, captured, or killed in violation of law and having an aggregate value of \$1,000 or more, as specified in subsection (b), is prima facie evidence of possession for profit or commercial purposes.
- (d) Commercialization of wildlife having an aggregate value of less than \$1000, as specified in subsection (b), is a Class A violation.

- (e) In addition to any other penalty provided by law, a court convicting a person of the crime of commercialization of wildlife may:
  - (1) Confiscate all equipment used in the commission of the crime and may revoke for a period of up to 10 years all licenses and permits issued to the convicted person by the Kansas department of wildlife and parks;
  - (2) Order restitution to be paid to the Kansas department of wildlife and parks for the wildlife taken, such restitution shall be in an amount not less than the aggregate value of the wildlife, as specified in subsection (b).
- (f) The provisions of this section shall apply only to wildlife illegally harvested and possessed by any person having actual knowledge that such wildlife was illegally harvested. (K.S.A. 32-1005)

**Sec. 11.4:11.6. Reserved for Future Use.**

**Sec. 11.7. Material Harmful to Minors.**

- (a) No person having custody, control or supervision of any commercial establishment shall knowingly:
  - (1) Display any material or device which is harmful to minors in such a way that minors, as a part of the invited general public, will be exposed to view such material or device;
  - (2) Present or distribute to a minor, or otherwise allow a minor to view, with or without consideration, any material which is harmful to minors; or
  - (3) Present to a minor, or participate in presenting to a minor, with or without consideration, any performance which is harmful to a minor.
- (b) Notwithstanding the provisions of K.S.A. 21-5204, to the contrary, it shall be an affirmative defense to any prosecution under this section that:
  - (1) The allegedly harmful material or device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material or device was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school

as part of or incidental to an approved course or program of instruction at such school.

- (2) The defendant is an officer, director, trustee or employee of a public library and the allegedly harmful material or device was acquired by a public library and was disseminated in accordance with regular library policies approved by its governing body.
  - (3) An exhibition in a state of nudity is for a bona fide scientific or medical purpose, or for an educational or cultural purpose for a bona fide school, museum or library.
  - (4) With respect to a prosecution for an act described by subsection (a)(1), the allegedly harmful material was kept behind blinder racks.
  - (5) With respect to a prosecution for an act described by subsection (a)(2) or (3), the defendant had reasonable cause to believe that the minor involved was 18 years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was 18 years old or more.
  - (6) With respect to a prosecution for an act described by subsection (a)(3), the allegedly harmful performance was viewed by the minor in the presence of such minor's parent or parents or such minor's legal guardian.
- (c) As used in this section:

- (1) **Blinder rack** means a device in which material is displayed in such a manner that the lower 2/3 of the material is not exposed to view.
- (2) **Harmful to minors** means that quality of any description, exhibition, presentation or representation, in whatever form, of nudity, sexual conduct, sexual excitement or sadomasochistic abuse when the material or performance, taken as a whole or, with respect to a prosecution for an act described by subsection (a)(1), that portion of the material that was actually exposed to the view of minors, has the following characteristics:
  - (A) The average adult person applying contemporary community standards would find that the material or performance has a predominant tendency to appeal to a prurient interest in sex to minors;

- (B) The average adult person applying contemporary community standards would find that the material or performance depicts or describes nudity, sexual conduct, sexual excitement or sadomasochistic abuse in a manner that is patently offensive to prevailing standards in the adult community with respect to what is suitable for minors; and
- (C) A reasonable person would find that the material or performance lacks serious literary, scientific, educational, artistic or political value for minors.
- (3) **Material** means any book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, record, recording tape or video tape.
- (4) **Minor** means any unmarried person under 18 years of age.
- (5) **Nudity** means the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual excitement.
- (6) **Performance** means any motion picture, file, video tape, played record, phonograph, tape recording, preview, trailer, play, show, skit, dance or other exhibition performed or presented to or before an audience of one or more, with or without consideration.
- (7) **Sadomasochistic abuse** means flagellation or torture by or upon a person clad in undergarments, in a mask or bizarre costume or in the condition of being fettered, bound or otherwise physically restrained on the part of one so clothed.
- (8) **Sexual conduct** means acts of masturbation, homosexuality, sexual intercourse or physical contact with a person's clothed or unclothed genitals or pubic area or buttocks or with a human female's breast.
- (9) **Sexual excitement** means the condition of human male or female genitals when in a state of sexual stimulation or arousal.

- (d) The provisions of this section shall not apply to a retail sales clerk, if such clerk has no financial interest in the materials or performance or in the commercial establishment displaying, presenting or distributing such materials or presenting such performance other than regular employment as a retail sales clerk. The provisions of this section shall not exempt any retail sales clerk from criminal liability for any act unrelated to regular employment as a retail sales clerk.
- (e) Violation of subsection (a) is a Class B violation.  
(K.S.A. 21-6402)

### **Sec. 11.8. Gambling.**

- (a) Definitions of gambling terms used in sections 11.8, 11.9, and 11.10 shall be as follows:
  - (1) A **bet** is a bargain in which the parties agree that, dependent upon chance, one stands to win or lose something of value specified in the agreement. A bet does not include:
    - (A) Bona fide business transactions that are valid under the laws of contracts including, but not limited to, contracts for the purchase or sale at a future date of securities or other commodities, and agreements to compensation for loss caused by the happening of the chance including, but not limited to, contracts of indemnity or guaranty and life or health and accident insurance;
    - (B) Offers of purses, prizes or premiums to the actual contestants in any bona fide contest for the determination of skill, speed, strength, or endurance or to the bona fide owners of animals or vehicles entered in such a contest;
    - (C) A lottery as defined in this section;
    - (D) Any bingo game by or for participants managed, operated or conducted in accordance with the laws of the state of Kansas by an organization licensed by the state of Kansas to manage, operate or conduct games of bingo;
    - (E) A lottery operated by the state pursuant to the Kansas lottery act;

- (F) Any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or
  - (G) Tribal gaming;
  - (H) Charitable raffles as defined by K.S.A. 75-5173, and amendments thereto; or
  - (I) A fantasy sports league as defined in this section; or
  - (J) Sports wagering, as defined in K.S.A. 74-8701, and amendments thereto.
- (2) A **lottery** is an enterprise wherein for a consideration the participants are given an opportunity to win a prize, the award of which is determined by chance. A lottery does not include:
- (A) A lottery operated by the state pursuant to the Kansas lottery act; or
  - (B) Tribal gaming.
- (3) **Consideration** means anything that is a commercial or financial advantage to the promoter or a disadvantage to any participant. Mere registration without purchase of goods or services; personal attendance at places or events, without payment of an admission price or fee; listening to or watching radio and television programs; answering the telephone or making a telephone call and acts of like nature are not consideration.

**Consideration** shall not include sums of money paid by or for:

- (A) Participants in any bingo game managed, operated or conducted in accordance with the laws of the state of Kansas by any bona fide nonprofit religious, charitable, fraternal, educational or veteran organization licensed to manage, operate or conduct bingo games under the laws of the state of Kansas and it shall be conclusively presumed that such sums paid by or for such participants were intended by such participants to be for the benefit

of the sponsoring organizations for the use of such sponsoring organizations in furthering the purposes of such sponsoring organizations, as set forth in the appropriate paragraphs of subsection (c) or (d) of section 501 of the internal revenue code of 1986 and as set forth in K.S.A. 79-4701, and amendments thereto;

- (B) Participants in any lottery operated by the state pursuant to the Kansas lottery act;
  - (C) Participants in any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or
  - (D) A person to participate in tribal gaming.
- (4) **Fantasy sports league** means any fantasy or simulation sports game or contest in which no fantasy or simulation sports team is based on the current membership of an actual team that is a member of an amateur or professional sports organization and that meets the following conditions:
- (A) All prizes and awards offered to winning participants are established and made known to the participants in advance of the game or contest and their value is not determined by the number of participants or the amount of any fees paid by those participants;
  - (B) All winning outcomes reflect the relative knowledge and skill of the participants and are determined predominantly by accumulated statistical results of the performance of individual athletes in real-world sporting events; and
  - (C) No winning outcome is based:
    - (i) On the score, point spread or any performance or performances of any single real-world team or any combination of such teams; or
    - (ii) Solely on any single performance of an individual athlete in any single real-world sporting event.

(5) (A) **Gambling device** means any:

- (i) So-called slot machine or any other machine, mechanical device, electronic device or other contrivance an essential part of which is a drum or reel with insignia thereon, and (i) that when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;
- (ii) Other machine, mechanical device, electronic device or other contrivance including, but not limited to, roulette wheels and similar devices that are equipped with or designed to accommodate the addition of a mechanism that enables accumulated credits to be removed, is equipped with or designed to accommodate a mechanism to record the number of credits removed or is otherwise designed, manufactured or altered primarily for use in connection with gambling, and (i) that when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;
- (iii) Subassembly or essential part intended to be used in connection with any such machine, mechanical device, electronic device or other contrivance, but that is not attached to any such machine, mechanical device, electronic device or other contrivance as a constituent part; or
- (iv) Token, chip, paper, receipt or other document that evidences, purports to evidence or is designed to evidence participation in a lottery or the making of a bet. The fact that the prize is not automatically paid by the device does not affect its character as a gambling device.

- (B) **Gambling device** shall not include:
- (i) Any machine, mechanical device, electronic device or other contrivance used or for use by a licensee of the Kansas racing and gaming commission as authorized by law and rules and regulations adopted by the commission or by the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;
  - (ii) Any machine, mechanical device, electronic device or other contrivance, such as a coin-operated bowling alley, shuffleboard, marble machine (a so-called pinball machine), or mechanical gun, that is not designed and manufactured primarily for use in connection with gambling, and (i) that when operated does not deliver, as a result of chance, any money, or (ii) by the operation of which a person may not become entitled to receive, as the result of the application of an element of chance, any money;
  - (iii) Any so-called claw, crane or digger machine and similar devices that are designed and manufactured primarily for use at carnivals or county or state fairs; or
  - (iv) Any machine, mechanical device, electronic device or other contrivance used in tribal gaming.

(6) A **gambling place** is any place, room, building, vehicle, tent or location that is used for any of the following: Making and settling bets; receiving, holding, recording or forwarding bets or offers to bet; conducting lotteries; or playing gambling devices. Evidence that the place has a general reputation as a gambling place or that, at or about the time in question, it was frequently visited by persons known to be commercial gamblers or known as frequenters of gambling places is admissible on the issue of whether it is a gambling place.

(7) **Tribal gaming** has the meaning provided by K.S.A. 74-9802, and amendments thereto.

(b) **Gambling** is:

- (1) Making a bet; or
- (2) Entering or remaining in a gambling place with intent to make a bet, to participate in a lottery, or to play a gambling device.

(c) Gambling is a Class B violation. (K.S.A. 21-6403; K.S.A. 21-6404)

### **Sec. 11.9. Commercial Gambling.**

(a) Commercial gambling is knowingly:

- (1) Granting the use or allowing the continued use of a place as a gambling place; or
- (2) Permitting another to set up a gambling device for use in a place under the offender's control.

(b) Commercial gambling is a Class B violation. (K.S.A. 21-6406)

#### **Sec. 11.9.1. Illegal Bingo Operation.**

(a) Illegal bingo operation is the knowing management, operation or conduct of games of bingo in violation of the laws of the state of Kansas pertaining to the regulation, licensing and taxing of games of bingo or rules and regulations adopted pursuant thereto.

(b) Illegal bingo operation is a class A nonperson violation. (K.S.A. 21-6405)

### **Sec. 11.10. Possession of a Gambling Device.**

(a) It shall be unlawful for any person to possess a gambling device.

(b) It shall be a defense to a prosecution under this section that:

- (1) The gambling device is an antique slot machine and that the antique slot machine was not operated for gambling purposes while in the owner's or the defendant's possession. A slot machine shall be deemed an antique slot machine if it was manufactured prior to the year 1950; or

(2) The gambling device is possessed or under custody or control of a manufacturer registered under the federal gambling devices act of 1962 (15 U.S.C. § 1171 *et seq.*) or a transporter under contract with such manufacturer with intent to distribute for use:

- (A) By the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;
- (B) By a licensee of the Kansas racing commission as authorized by law and rules and regulations adopted by the commission;
- (C) In a state other than the state of Kansas; or
- (D) In tribal gaming.

(c) Violation of this section is a Class B violation.  
(K.S.A. 21-6408)

### **Sec. 11.11. Cruelty to Animals.**

(a) Cruelty to animals is:

- (1) Knowingly abandoning any animal in any place without making provisions for its proper care;
- (2) Having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is need for the health or well-being of such kind of animal;
- (3) Intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment; or
- (4) Knowingly but not maliciously killing or injuring any animal.

(b) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) *Bona fide* experiments carried on by commonly recognized research facilities;
- (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated, and amendments thereto;

- (4) Rodeo practices accepted by the rodeo cowboys' association;
  - (5) The humane killing of an animal that is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an animal shelter, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such shelter;
  - (6) With respect to farm animals, normal or accepted practices of animal husbandry including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;
  - (7) The killing of any animal by any person at any time that may be found outside of the owned or rented property of the owner or custodian of such animal and that is found injuring or posing a threat to any person, farm animal or property;
  - (8) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
  - (9) Laying an equine down for medical or identification purposes;
  - (10) Normal or accepted practices of pest control, as defined in K.S.A. 2-2438a(x), and amendments thereto; or
  - (11) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.
- (c) If a person is adjudicated guilty of the crime of cruelty to animals, such animal shall not be returned to or remain with such person. Such animal may be turned over to an animal shelter or licensed veterinarian for sale or other disposition.

- (d) On first conviction, cruelty to animals is a Class A violation. Subsequent violations considered felonies under state law and will be referred to the appropriate prosecuting authority. (K.S.A. 21-6412)

### **Sec. 11.12. Cockfighting.**

- (a) Unlawful possession of cockfighting paraphernalia is possession of, with the intent to use in the unlawful conduct of cockfighting, spurs, gaffs, swords, leather training spur covers, or anything worn by a gamecock during a fight to further the killing power of such gamecock.
- (b) Unlawful attendance of cockfighting is entering or remaining on the premises where the unlawful conduct of cockfighting is occurring, whether or not the person knows or has reason to know that cockfighting is occurring on the premises.
- (c) A person who violates the provisions of this section may also be prosecuted for, convicted of, and punished for cruelty to animals.
- (d) Penalties.
  - (1) Unlawful possession of cockfighting paraphernalia is a Class A violation.
  - (2) Unlawful attendance of cockfighting is a Class B violation. (K.S.A. 21-6417)

### **Sec. 11.13. Unlawful Possession of Dog Fighting Paraphernalia; Unlawful Attendance of Dog Fighting.**

- (a) Unlawful possession of dog fighting paraphernalia is possession, with the intent to use in the unlawful conduct of dog fighting, any breaking stick, treadmill, wheel, hot walker, cat mill, cat walker, jenni, or other paraphernalia.
- (b) Unlawful attendance of dog fighting is, entering or remaining on the premises where the unlawful conduct of dog fighting is occurring, whether the person knows or has reason to know that dog fighting is occurring on the premises.

(c) Penalties.

- (1) Unlawful possession of dog fighting paraphernalia is a class A nonperson violation.
- (2) Unlawful attendance of dog fighting is a Class B nonperson violation.

- (d) A person who violates the provisions of this section may also be prosecuted for, convicted of and punished for cruelty to animals.  
(K.S.A. 21-6414)

**Sec. 11.14. Illegal Animal Ownership.**

- (a) Illegal ownership or keeping of an animal is, with no requirement of a culpable mental state, owning, or keeping on one's premises, an animal by a person convicted of unlawful conduct of dog fighting as defined in K.S.A. 21-6414, and amendments thereto, or cruelty to animals as defined in subsection (a)(1) of K.S.A. 21-6412, and amendments thereto, within five years of the date of such conviction.
- (b) Illegal ownership or keeping of an animal is a class B nonperson violation. (K.S.A. 21-6415)

**Sec. 11.15. Permitting a Dangerous Animal to be at Large.**

- (a) Permitting a dangerous animal to be at large is the act or omission of the owner or custodian of an animal of dangerous or vicious propensities who, knowing of such propensities, permits such animal to go at large or keeps such animal without taking ordinary care to restrain it.
- (b) Permitting a dangerous animal to be at large is a Class B nonperson violation. (K.S.A. 21-6418)

**Sec. 11.16. False Membership Claim.**

- (a) A false membership claim is knowingly and falsely representing oneself to be a member of a fraternal or veteran's organization.
- (b) False membership claim is a class C violation.  
(K.S.A. 21-6410)

## Article 12. Violations, Penalties

### **Sec. 12.1. Classes of Violations and Confinement.**

- (a) For the purpose of sentencing, the following classes of violations and the punishment and the terms of confinement authorized for each class are established:
  - (1) Class A, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one year;
  - (2) Class B, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed six months;
  - (3) Class C, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one month;
  - (4) Unclassified violations, which shall include all offenses declared to be violations without specification as to class, the sentence for which shall be in accordance with the sentence specified in the section that defines the offense; if no penalty is provided in such law, the sentence shall be the same penalty as provided herein for a Class C violation.
- (b) Upon conviction of a violation, a person may be punished by a fine, as provided in Section 12.2 of this article, instead of or in addition to confinement, as provided in this section.
- (c) In addition to or in lieu of any other sentence authorized by law, whenever there is evidence that the act constituting the violation was substantially related to the possession, use or ingestion of cereal malt beverage or alcoholic liquor by such person, the court may order such person to attend and satisfactorily complete an alcohol or drug education or training program certified by the chief judge of the judicial district or licensed by the secretary for aging and disability services. (K.S.A. 21-6602)

## **Sec. 12.2. Fines.**

- (a) A person convicted of a violation may, in addition to or instead of the confinement authorized by law, be ordered to pay a fine which shall be fixed by the court as follows:
- (1) Class A violation, a sum not exceeding \$2,500.
  - (2) Class B violation, a sum not exceeding \$1,000.
  - (3) Class C violation, a sum not exceeding \$500.
  - (4) Unclassified violation, any sum authorized by the section that defines the offense. If no penalty is provided in such law, the fine shall not exceed the fine provided herein for a Class C violation.
- (b) As an alternative to any of the above fines, the fine imposed may be fixed at any greater sum not exceeding double the pecuniary gain derived from the crime by the offender. (K.S.A. 21-6611)

## **Article 13. Miscellaneous**

**Sec. 13.1. Application; Kansas Criminal Code.** The provisions of the Kansas Criminal Code (K.S.A. 21-5101:6712, inclusive and amendments thereto), which are in their nature applicable to the jurisdiction of the city and in respect to which no special provision is made by ordinance of the city are applicable to this criminal code.

**Sec. 13.2. Severability.** If any provision of this code is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the code and the applicability thereof to other persons and circumstances shall not be affected thereby.

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**CHANGES IN UNIFORM PUBLIC OFFENSE CODE  
FOR THE 40<sup>th</sup> EDITION**

**Amended:**

- Sec. 9.1.                    Disorderly Conduct**
- Sec. 9.9.1.                Unlawful Possession of Marijuana and  
Tetrahydrocannabinols.**
- Sec. 9.9.2.                Possession of Drug Paraphernalia and  
Certain Drug Precursors.**
- Sec. 9.9.4.                Unlawful Possession of Controlled  
Substances.**



THE  
**LEAGUE**  
OF KANSAS MUNICIPALITIES



THE

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300 SW 8th Avenue, Suite 100, Topeka, KS 66603



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
September 10, 2024

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**DATE:** September 10, 2024  
**CONTACT PERSON:** **DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Public Comment **PROJECT #:**  
Protocol  
**CATEGORY/SUBCATEGORY**  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

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**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](mailto:atcclerk@topeka.org) 215 SE 7th Street, Room 012B, 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:**