



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

Governing Body Agenda

October 15, 2024
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Marcus D.L. Miller	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
David Banks	District No. 4	Michelle Hoferer	District No. 9
Brett D. Kell	District No. 5		

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 by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

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

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

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

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. MAYORAL PROCLAMATIONS:

- **Disability Mentoring Day**

3. APPOINTMENTS:

A. Board Appointment - Board of Zoning Appeals

BOARD APPOINTMENT recommending the reappointment of Toni Beck to the Topeka Board of Zoning Appeals to fill a term ending November 2, 2027. *(Council District No. 6)*

B. Board Appointment - Downtown Business Improvement District Advisory Board

BOARD APPOINTMENT recommending the reappointment of Angel Zimmerman to the Downtown Business Improvement District Advisory Board to fill a term ending October 31, 2026. *(Council District No. 5)*

C. Board Appointment - Topeka Planning Commission

BOARD APPOINTMENT recommending the reappointment of Donna Rae Pearson to the Topeka Planning Commission for a term ending October 19, 2027. *(Council District No. 1)*

4. PRESENTATIONS:

- **Community Resources Council Update**

5. CONSENT AGENDA:

A. Workers' Compensation Claim Settlement

APPROVAL of a Workers' Compensation Claim settlement in the amount of up to \$55,000 to resolve the claim with Michael R. Gomez for a work-related injury sustained while engaged in normal work duties.

(The settlement will close all aspects of this claim on a full and final basis.)

B. Settlement Agreement - J. Russell

APPROVAL of a settlement in the amount of up to \$397,500.00 to resolve claims with Jacque Russell arising out of or relating in any way to Russell's employment with the City on a full and final basis.

C. MINUTES of the special meeting of October 8, 2024; and the regular meeting of October 8, 2024

D. APPLICATIONS:

6. ACTION ITEMS:

A. Public Hearing and Ordinance - Neighborhood Revitalization Plan Renewal (2025-2027)

PUBLIC HEARING to consider the adoption of a Neighborhood Revitalization Plan.

ORDINANCE introduced by City Manager Dr. Robert M. Perez, establishing a neighborhood revitalization area, adopting a neighborhood revitalization plan, and authorizing the city manager to execute an interlocal cooperation agreement with other municipalities pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

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

(Approval would renew the City's Neighborhood Revitalization Plan through December 31, 2027.)

B. Public Hearing and Ordinance - Establishment of Riverstone (Meier's Place) Subdivision RHID

PUBLIC HEARING to consider the establishment of the Riverstone (Meier's Place) Subdivision Reinvestment Housing Incentive District (RHID) and adoption of the Plan.

ORDINANCE introduced by City Manager Dr. Robert M. Perez establishing a Reinvestment Housing Incentive District ("RHID") for the Riverstone (Meier's Place) Subdivision and adopting a plan for the development of housing and public facilities in the RHID.

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

(Approval would establish the Riverstone (Meier's Place) Subdivision reinvestment housing incentive district ("RHID") and adopt a development plan for housing and public infrastructure.)

C. Ordinance - NW Lower Silver Lake Rezoning (Z24/01)

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located on the south side of NW Lower Silver Lake Road approximately 1000 feet east of NW Button Road FROM "R-1" Single Family Dwelling District to "I-1" Light Industrial District. (Z24/01) (Council District 2)

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

(Approval would allow future light industrial development.)

D. Ordinance - Zoning Code Amendments to Support Housing Development (ACZR24/02)

ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning density and dimensional standards in residential districts, amending Section 18.60.020 of the Topeka Municipal Code and repealing original section.

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

(Approval will ease restrictions regarding lot dimensions, minimum building setbacks, and residential density in residential zoning districts.)

E. Ordinance - Land Bank Administration of Property Amendment (TMC 2.260.060)

ORDINANCE introduced by Councilmember Spencer Duncan concerning the land bank administration of property, amending Section 6 of Ordinance No. 20426, to be codified at TMC 2.260.060. *(The Policy and Finance Committee recommended approval on August 15, 2024.)*

Voting Requirement: Action requires five (5) votes of the City Council. The Mayor does not vote. The proposed ordinance involves a matter of home rule on which the Mayor has veto authority.

(Approval of the proposed ordinance would allow for transfer of property to be utilized as a rental property not exclusively homeownership.)

F. Labor Agreement - International Association of Fire Fighters (IAFF) 2025-2027

APPROVAL of a three-year labor agreement between the City of Topeka and the International Association of Fire Fighters (IAFF) Local Union No. 83.

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

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of the agreement is 2025 through 2027.)

G. Resolution - Fleet Garage Project Budget Increase

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler, amending the 2024-2033 CIP and the 2024-2026 CIB to increase the budget for Project No. 131082.00, Fleet Building Replacement.

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

(Approval would increase the budget by approximately \$3.2 million for a total project budget of \$8,798,602.)

H. Contract - KBS Constructors, Inc., - Design Build City Fleet Maintenance Garage Project 131082.00

CONTRACT AMENDMENT between the City of Topeka and KBS Constructors, Inc., for the City of Topeka Fleet Maintenance Garage Design-Build Project 131082.00.

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

(The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set for in Paragraph 7.3, is \$6,358,623.)

I. Resolution - 2026 Fire Department Fleet Replacement

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project

No. 900033.00 for the 2026 Fire Department Fleet Replacement Program. *(Public Infrastructure Committee recommended approval on October 4, 2024.)*

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

(Approval would authorize \$2,027,808 to cover the cost of the apparatus and loose equipment on the apparatus.)

7. NON-ACTION ITEMS:

A. Discussion - Transfer property to land bank

DISCUSSION regarding the lots purchased at the county tax foreclosure sale.

(Approval will authorize the City Manager to transfer the properties purchased at the tax foreclosure sale to the Land Bank.)

8. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

9. ANNOUNCEMENTS:

10. EXECUTIVE SESSION:

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

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

11. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Jane Murray, Executive Assistant to the Mayor **DOCUMENT #:**
SECOND PARTY/SUBJECT: Receiving: Jen Van Dalsem **PROJECT #:**
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

- Disability Mentoring Day

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Proclamation - Disability Mentoring Day

PROCLAMATION

By the Mayor

WHEREAS, more than one million people with disabilities have entered the labor force since the passage of the Americans with Disabilities Act in 1990 signed by President George H.W. Bush; and,

WHEREAS, according to the Bureau of Labor and Statistics, the unemployment rate in 2022 for those with disabilities was twice the rate of those without disabilities; and,

WHEREAS, new generations of young people with disabilities are growing up in City of Topeka and Shawnee County and graduating from high school, going to college, and preparing to participate in the workplace; and,

WHEREAS, both students and job seekers with disabilities, regardless of age, are striving to attain economic independence through self-sufficiency and gainful employment but a culture of stigma and misunderstanding has pervaded; and,

WHEREAS, Disability Mentoring Day provides an opportunity for students and job seekers with all types of disabilities to gain insight into career options by spending part of their day in the workplace "shadowing" an employee as he or she goes through a normal day on the job; and

WHEREAS, these efforts are made possible through a broad partnership with the Kansas Youth Empowerment Academy, The Capper Foundation, Topeka Shawnee County Public Library, Washburn University, SparkWheel and others organizations; and

WHEREAS, the City of Topeka celebrates and recognizes the progress that has been made by reaffirming the principles of equality, inclusion, and recommitting our efforts to reach full ADA compliance.

Therefore, I, Michael A. Padilla, Mayor of the City of Topeka Kansas, do hereby proclaim October 23, 2024 as

Disability Mentoring Day.

In Witness Whereof, I do hereby affix my official signature, and the Official Seal of the City of Topeka, Kansas, on this 15th day of October, 2024.

Michael A. Padilla, Mayor

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

T. Beck - Reappointment Application

City of Topeka Boards and Commissions Application

Submitted on 9 August 2024, 7:37PM
Receipt number 258
Related form version 8

Profile

First Name Toni

Last Name Beck

Email Address toniraebeck@cox.net

Street Address 1510 SW Lakeside Drive

Suite or Apt

City Topeka

State Kansas

Zip 66604

Are you a resident of the City of Topeka? Yes

What district do you live in? District 6

Primary Phone 7857987089

Alternate Phone 7857987089

Employer Retired

Job Title Retired

Which Board would you like to apply for? Board of Zoning Appeals

Are you a registered voter? Yes

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

Which department do you work for?

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission: To serve the city residents in confirming codes are upheld.

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.

PEO Chapter Scholarship Chairman. Highland Park High School Reunion Committee Chairman. Most Pure Heart of Mary member. Past president of Westboro Homeowners Association. Fifth Generation Topekan. Community Chorus member at Grace Cathedral.

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.) None

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

Voluntary Self Identification

Ethnicity

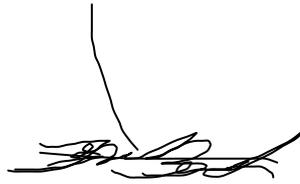
Gender

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

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

Your electronic signature

A handwritten signature in black ink, consisting of several loops and a long vertical stroke extending upwards.

[Link to signature](#)

Alternative electronic signature

Notification to applicants for City Board/Commissions

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

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



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Downtown Business **PROJECT #:**
Improvement District
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Angel Zimmerman to the Downtown Business Improvement District Advisory Board to fill a term ending October 31, 2026. (Council District No. 5)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Mayor Padilla nominates and recommends the reappointment of Angel Zimmerman to the Downtown Business Improvement District Advisory Board (BID) to fill a term ending on October 31, 2026.

BACKGROUND:

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

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

A. Zimmerman - DBID Reappointment Application 2022

City of Topeka Boards and Commissions Application

Submission date: **11 August 2022, 7:43PM**
Receipt number: **44**
Related form version: **3**

Profile

First Name	Angel
Last Name	Zimmerman
Email Address	angel@z2law.com
Street Address	3600 SW Randolph Ave
Suite or Apt	
City	Topeka
State	Kansas
Zip	66611
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 5
Primary Phone	785-357-0021
Alternate Phone	785-230-1280
Employer	Zimmerman & Zimmerman, P.A.
Job Title	Managing Partner
Which Board would you like to apply for?	Downtown Business Improvement District Advisory Board
Are you a registered voter?	Yes

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

Which department do you work for?

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

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

I love being part of Topeka and a downtown Topeka business. I think it is important to have women serve on boards and commissions and I encourage others to participate in their communities.

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.

**Undergrade: ESU - Serve on ESU foundation
JD: Washburn Law (2006) Serve on Washburn Law Foundation and Board of Governors, Women in Law Society chair
Some additional current positions: Substitute license for 501, Seminary teacher at 6am for high school religious training for 24 years, PTO President HPC, KBA LPM chair, KWAA membership co-chair, NCWBA Food from the Bar Chair, International JRCLS area chair
Some Past president positions: KWAA, WAAT, AWE, ABWA-Career Chapter -honors from each: NCWBA**

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.)

Law - Kansas

Substitute teaching - USD 501

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

[Resume Feb 2021.doc](#)

Voluntary Self Identification

Ethnicity

Caucasian/Non-Hispanic

Gender

Female

Acknowledgements and Verification

Purpose of Information being submitted.

I Agree

The information I am submitting is true and correct.

I Agree

Your electronic signature



[Link to signature](#)

Alternative electronic signature

angel zimmerman

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.

Angel Zimmerman

3600 SW Randolph Ave, Topeka, KS 66611

(785) 357-0021

Objective: To promote the ethical behavior and positive perception of attorneys, women and women in law and business with the focus on law practice management, business management and life and business coaching.

Current Employment:

Managing Partner for Zimmerman & Zimmerman, P.A. Law firm for collections and creditors rights 909 SE Quincy, Topeka, Ks 66612 (785) 357-0021	present
Designated member of Z2, LLC 909 SE Quincy, Topeka, KS	present
BCCS, LLC, president (Business Consulting & Coaching Services)	present

Current Teaching Position:

Early Morning Seminary Teacher, Religion class for high school students before school Monday - Friday The Church of Jesus Christ of Latter-day Saints- Stake Center, Topeka, KS	2000-2003, 2005 - present
Primary President Sunday and Wednesday religious instructions for 18mo to 11 year olds for the Colly Creek Ward of The Church of Jesus Christ of Latter-day Saints	May 2019 - present

Sample of Speaking Engagements:

WAAT – LPM, KS CLE Commission, KsaJ – Ethics, NARCA – Ethics Panel, KCAA – Ethics in Collections, KWAA – LPM/Ethics for Women Attorneys, KBA Solo and Small Attorney Conference, KBA LPM October Conf, TBA – LPM CLE/Ethics, KBA Annual Meeting – LPM / Ethics, Washburn Law, Washburn Law Adjunct professor fall 2014 and fall 2015, Various community organizations such as HCCI, AWE, ABWA. Webinar presenter for KBA, KWAA, JRCLS, BYU Management Society, SBA / SCORE

Past Employment:

Managing Partner for Valentine, Zimmerman & Zimmerman, P.A.	2010-2013
Managing Attorney for Valentine & Zimmerman, P.A.	2007-2009
Office Manager of Thomas A. Valentine, P.A. Law firm for collections and creditors rights 112 W. 7 th Suite 200, Topeka, Ks 66603 (785) 357-0021	1996-2006
Account Manager promoted to Department Manager for Sloan Law firm Law firm Collection Department under Thomas A. Valentine 7 th & Kansas, Topeka, KS 66603 (785) 367-6311	1992-1995
Jay VanderVelde, Attorney At Law Part-time placement through Emporia State University 524 Commercial #400, Emporia, KS 66801 (620) 342-0356	1989-1991
President of Starwood Financial Inc. A Debt purchasing company 3600 SW Randolph Ave., Topeka, KS 66611 (785) 234-3433	2004 – June 2011

Education:

Washburn School of Law, Juris Doctorate	2003-2006
Emporia State University, BS Public Administration	1988-1991
1 semester at Riga State University, Riga Latvia	1991
Emporia High School	1984-1988

Current Organizations:

President for American Business Women Association Career Chapter (2020-2021), Regional Area Director for US Central International JRCLS (2020-), Highland Park High School Rotary Interact liaison (2017- present), OJA Judicial Council Committee (2013-present), Topeka Bench/Bar (2013-present), Washburn Law Foundation Secretary (2011-present), Washburn Law Foundation Director (2019-2020), Director for National Conference of Women Bar Associations (2013-present), International JRCLS – WIL Committee(2011-present), JRCLS –KC Chapter Board member (2010 – present),

BYU Management Society Kansas City Chapter Chair (2020), Downtown Improvement Advisory Board member (2017-present), Parks for All formerly known as Shawnee County Parks and Rec Foundation board member (2017-present), Presidents council for KWAA (2013-present), KWAA Small/Solo Co-Chair (2019-present), TBA Bench/Bar Committee (2013-present), KBA section president for Law Practice Management (2009-present), KBA CLE Committee (2009-present - currently co-chair), KBA section president for Small/Solo section (2019-present), TCBA (Topeka Collection Bar Association) – Treasurer (2019- present), HUBNET – Treasurer (2017-present), Chamber of Commerce member, AWE (Association of Women Entrepreneurs), NAWL (National Association of Women Lawyers), ABA, KBA, KCAA (Kansas Collections Attorney Association), Sam A Crow -Inns of Court, League of Women Voters Member

Past Positions:

President for Parks for All Foundation (2020-2021), Topeka High School Rotary Interact liaison (2019 – 2020), Junior Achievement instructor 5th grade Highland Park Grade School (2018 to 2019), Scott Magnet School community liaison member (2019), President of NCWBA – National Conference of Women’s Bar Associations (2018-2019), International Chair of JRCLS WIL (2016-2018), KBA Lawyer Survey Chair 2012 & 2017), EMBD board member & Women Initiatives chair (2014-2019), Bee A Pollinator CoChair – Justice Kay McFarland Garden & Event Center Fundraiser (2018),AHA Pursue-nality Luncheon Co-Chair (2017), EMBD Chair (2016), ESU political science advisory board (2013-2016), National Association of Judges Committee member for Kansas informed voter campaign (2013-2016), Co-Chair National Committee for Government Affairs – legislation and court rules - NARCA (CoChair, 2014,2009-2013member), JRCLS KS/MO Chapter Chair (2012-2014),KWAA regional representative (2012-2014)Washburn Board of Governors (2008-2014), KWAA President (2012-2013),WAAT President (2011-2012), KWAA president elect (2011-2012), National HUBNET collection software president 2010,Board member of HCCI (Housing and Credit Counseling, Inc.), Friends in Credit/CPI (Credit Professionals International), President of AWE, President of CPI, Brownie girl scout leader, Young Women President for Colly Creek ward of The Church of Jesus Christ of Latter-day Saints, Chamber of Commerce ambassador, WAAT (Women Attorney Association of Topeka) Career Development Chair (2008-9), WAAT membership chair (2009-10), KBA Young Lawyers CLE Chair (2009-10), TBA Law Day Chair (2010-2011), Co-Chair TBA Inaugural Law Day 5K, TBA YL Treasurer (2009-10),KBA Young Lawyers CoEditor (2008-09), Topeka Bar Association Young Lawyers Division Secretary (2008-2009), PTO President for HPC elementary school (2008-2010) PTO president for Jardine Middle School (2007-2009).

Honors:

GoTopeka Women of Influence – Mentoring 2016, Capital One Top Performing Attorney – Spring 2009 (firm award), KBA Outstanding Young Lawyer (2009), Nominee for ABA Outstanding Young Lawyer (2010), Boss of the Year by the Topeka Legal Professionals (2011), KBA Outstanding Service Award (2014), WAAT Justice Kay McFarland Service Award (2018), Topeka Youth Project Outstanding Employer Mentorship (2019), KWAA Jennie Mitchell Kellogg Attorney Achievement Award (2019), Arts Connect Outside Mural Grantee – Bee Above Your Usual (2019), International JRCLS Women in Law Service Award (2020), ABWA Career Chapter Woman of the Year (2021)

FOUNDER OF THE LARRY & ANGEL ZIMMERMAN LAW PRACTICE MANAGEMENT TRAVEL ENDOWMENT AT WASHBURN SCHOOL OF LAW

2020 SPONSOR WITH LEAGUE OF WOMEN VOTERS & 19th AMENDMENT CENTENNIAL & ABA TRAVELING EXHIBIT – Celebrating 100 years of the 19th Amendment and Women’s Right to Vote

BEE A POLLINATOR SPONSOR FOR JUSTCIE KAY MCFARLAND JAPANESE GARDEN AND EVENT CENTER



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Board Appointment for **PROJECT #:**
the Topeka Planning
Commission
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Donna Rae Pearson to the Topeka Planning Commission for a term ending October 19, 2027. (Council District No. 1)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Padilla recommends the reappointment of Donna Rae Pearson for a term that will end October 19, 2027. Ms. Pearson meets the residency requirement.

BACKGROUND:

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

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

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

D. Pearson - Reappt Application

City of Topeka Boards and Commissions Application

Submitted on 6 September 2024, 3:13PM
Receipt number 266
Related form version 8

Profile

First Name Donna Rae

Last Name Pearson

Email Address donnarae64@gmail.com

Street Address 1124 SW Huntoon St

Suite or Apt

City Topeka

State Kansas

Zip 66604

Are you a resident of the City of Topeka? Yes

What district do you live in? District 1

Primary Phone 7855543683

Alternate Phone

Employer Kansas Historical Society

Job Title Museum Curator

Which Board would you like to apply for? Topeka Planning Commission

Are you a registered voter? Yes

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

Which department do you work for?

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

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

I am committed to improving Topeka. Serving on the Planning Commission for the past three years has helped me work toward positive changes in Topeka. I have enjoyed using my knowledge and skills to help the Planning Commission achieve its goals.

Interests & Experiences

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

I have a long history of civic engagement for the betterment of Topeka. My work and relationships over the past ten years are listed. Additionally, I am involved in real estate in the city, providing affordable housing options for our residents.
Planning Commission, City of Topeka
Local Landmarks Commission
Stormont Vail Hospital Community Advisory Committee
YWCA Northeast Kansas Board of Directors
ArtsConnect Board
Heartland Visioning Diversity & Inclusion Workgroup
Citizen's Advisory Council

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

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

[DONNA PEARSON - Resume2023.pdf](#)

Voluntary Self Identification

Ethnicity Other

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

Alternative electronic signature

Donna Rae Pearson

Notification to applicants for City Board/Commissions

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

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



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Mary Thomas, **DOCUMENT #:**
Community Resources
Council, Inc.
CEO/Executive Director
SECOND PARTY/SUBJECT: Community Resources **PROJECT #:**
Council (CRC)
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

- Community Resources Council Update

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Presentation



Community Resources Council

CRC's VISION

**Community Resources Council
is a catalyst to promote
community action.**



CRC's MISSION

**To Connect the Resources in our Community through
Collaboration, Advocacy, Research and Education.**



care

collaboration | advocacy | research | education

collaboration



CRC FIRST 100 YEARS

- **1925** - Community Resources Council (CRC) is formed. (Initially known as the Topeka Council of Social Agencies.)
- **1935** - CRC becomes an approved 501(c)(3) organization
- **1943** - CRC establishes the first Topeka Christmas Bureau
- **1958** - CRC collaboration forms the United Way of Greater Topeka.
- **1959** - CRC facilitates an independent merger forming Family Service & Guidance Center
- **1964** - CRC helps to form the first Community Action program in Kansas
- **1965** - CRC collaborates with Topeka Housing Authority to create Pine Ridge Manor
- **1972** - CRC initiates Mobile Meals of Topeka (prototype of Meals on Wheels)

CRC FIRST 100 YEARS

- **1980** - CRC implements a Homeless Management Information System (HMIS)
- **1981** - CRC forecast a serious human service funding shortfall
- **1986** - CRC along with Junior League start what is now known as Project Topeka
- **1988** - CRC publishes the first Community Progress Report
- **2008** - CRC adopts Heartland Healthy Neighborhoods
- **2010** - CRC partnered with North Topeka Arts District to form NOTO
- **2013** - CRC entered into a partnership with Topeka Public Schools to open the CRC CARE Center @ Avondale East in the Hi-Crest area
- **2014** - CRC partnered with the City of Topeka to manage the Franchise Fee Credit

CRC FIRST 100 YEARS

- **2015** - CRC celebrates 90 years of service to the Topeka & Shawnee County community
- **2017** - CRC creates Safe Homes (a tenant to homeowner program)
- **2018** - CRC 80th year Incubating Not for Profit Corporations
- **2019** - CRC 40th year Managing Shawnee County Grant Funding
- **2020** - CRC partnered with the City of Topeka to disburse over one million dollars in COVID funding
- **2021** – CRC Partners with 501 for 2nd CRC CARE Center @ Lundgren
- **2022** - CRC 8 years of Hosting Harvesters Mobile Food Pantry
- **2023** - CRC Partners with 501 for 3rd CRC CARE Center @ Stout
- **2024** - CRC & the City of Topeka collaborate to start the Water Assistance Program
- **2025** CRC celebrates 100 years of supporting our community

Refurbished Marque Thanks to **Daniel Rowe of Treanor Architects**



CRC CARE Center @Avondale East

RESPONSIBILITIES



- Landlord



- CRC is the sub-lessor of space & building manager.
- Invested in improvements to the building and infrastructure, (over \$40K initially into each building).
- Links/Advocates non-profit organizations to the Center.
- Offers shared resources.
- Empowers non-profits bringing services/satellite offices to LMI neighborhoods.

CRC CARE CENTER @ Avondale East PARTNERS

- Apple Seeds Child Care
- Community Action
- Community Resources Council
- Fellowship High Crest Church
- Kansas Association of Communit Action Pgms
- SENT
- USD 501 Resources Officers



Signing of Agreement: April 4, 2013



Ribbon Cutting: September 2013



ARTS Connect Topeka Mural Project: BEFORE.....



Mural: DURING TRANSFORMATION



Mural: AFTER by Topeka Artist Jamie Colon



Born Learning Trail – completed by United Way



Playground Improvements

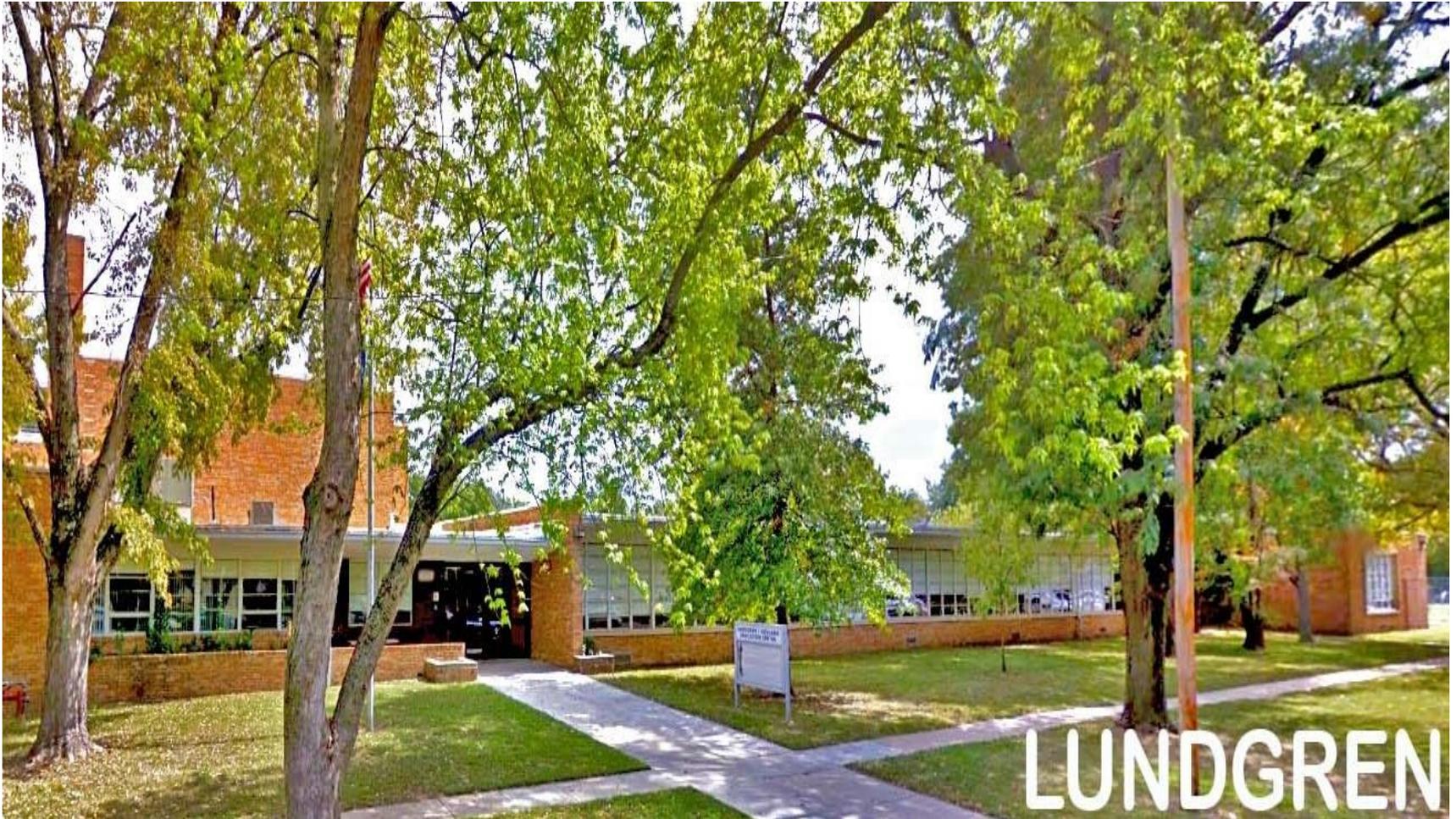


Kids Garden



CRC to commemorate its 90th anniversary in partnership with Topeka Metro split the expense of the new bus shelter built on the East side of the Building

CRC CARE CENTER @ LUNDGREN



CRC CARE CENTER @ LUNDGREN PARTNERS

- Apple Seeds Child Care
- Doxazo Ministries
- I Am Passionate - Dance Studio
- Hot Spot Technology
- Oakland Garden
- Silverbackks
- Zumba

CRC CARE CENTER @ LUNDGREN



CRC CARE CENTER @ LUNDGREN



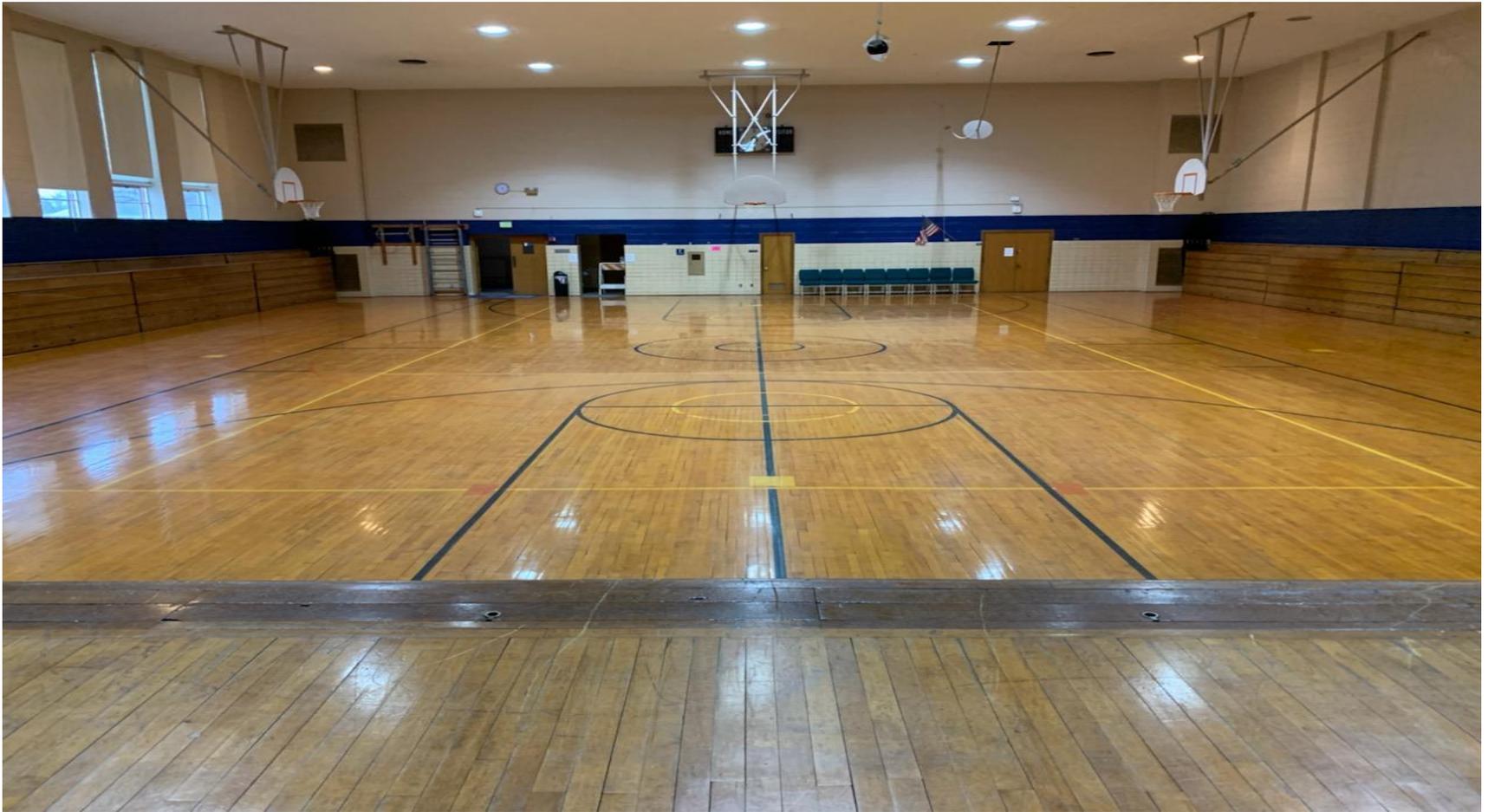
CRC CARE CENTER @ LUNDGREN



CRC CARE CENTER @ LUNDGREN



CRC CARE CENTER @ LUNDGREN



CRC CARE CENTER @ STOUT



CRC CARE CENTER @ STOUT

- Apple Seeds Child Care
- A Parent Break
- Central Topeka Grocery Oasis Group
- Community Resources Council
- Family Life Church (Mid-Town Campus)
- FIT
- Kansas Women League of Voters

CRC CARE CENTER @ STOUT

- Keep America Beautiful
- Remnant Church
- Sunflower Communities
- Topeka Doula
- Topeka Symphony
- 4 Different A/A Ala-Teen & Addiction Groups

CRC CARE CENTER @ STOUT



CRC CARE CENTER @ STOUT



CRC CARE CENTER @ STOUT



CRC CARE CENTER @ STOUT



CRC CARE CENTER @ STOUT





CRC's Mission-in-Your-Backyard





Doxazo Summer Camp



USD 501 Lunch Site with afternoon programming

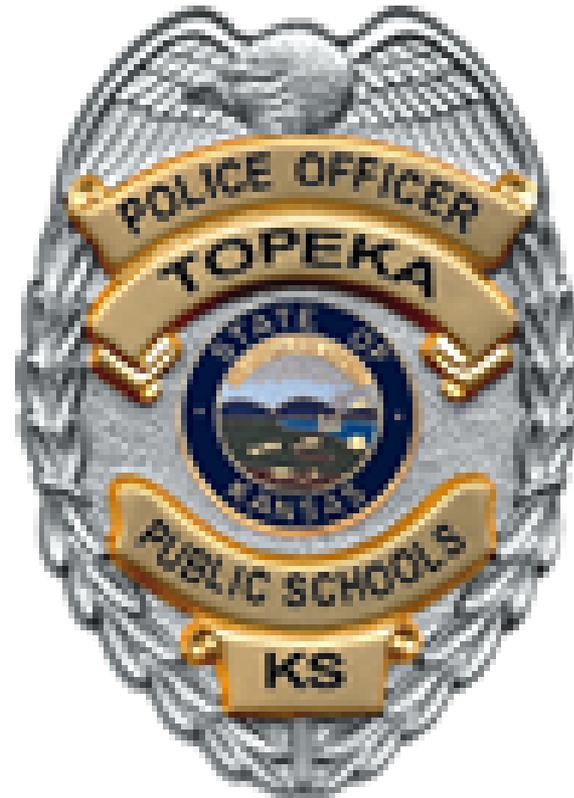


Community Dinners



Summer Camp

**Serving
with**



**Pride and
Integrity.**



**Community Resources
Council**

PARTNERS

100+

American Red Cross
American Heart Association
Antioch Family Life Center
AARP
Aldersgate Village
Blue Cross Blue Shield
Brewster Place
Breakthrough House
Briggs Auto
Capitol Federal Savings
Capitol Federal Foundation
Catholic Charities
CDDO
City of Topeka
City of Topeka Emergency Management
City of Topeka- Housing & Neighborhood Development
Community Action
Community Resources Council
Cornerstone
County Emergency Management
Crisis Intervention Training
Doorstep
Dog Day, Inc.
Downtown Topeka, Inc.
E2 Communications
Emergency Aid Council
Family Service & Guidance
First Southern Baptist Church
Greater Topeka Chamber of Commerce
Harvesters
Heartland Healthy Neighborhoods
HHHS

Homeless Task Force
Hope House
Housing & Credit Council
Human Relations Commission
IBSA
IEBW
ISG Technology
Jayhawk Area Agency on Aging
Kansas Action for Children
Kansas Department for Aging & Disability
Kansas Department for Children & Family
Kansas Gas Service
Kansas Legal Services
KDHE
Kansas Wildscape Foundation
Krumins & McGee –Wells Fargo Advisors
Let's Help
Meals on Wheels
McCrite Retirement
Midland Care
Mirror Inc.
NET Reach
NOTO
Parrish Management
Parents as Teachers/USD501
Prevention and Recovery Services
Quincy House
Salvation Army
Shawnee County
Shawnee County Health Agency
Shawnee County Animal Shelter
Shawnee County Sheriff's Office

Sheltered Living
Stormont Vail Health Center
St. Francis HealthCare
TARC
Topeka North Outreach
Topeka Housing Authority
Topeka Metro Transit
Topeka Parole Office
Topeka Rescue Mission
Topeka Coalition on Adult Abuse
Topeka Police Department
UMB Bank
United States Probation Office
United Way Successful Connection
Urbom Law Offices
USD 501
USDA
Valeo
Veterans Administration
Volunteer Organizations Active in Disasters
Washburn Tech
Washburn University
WIBW-TV
Westar Energy
Young Life
YMCA
YWCA -Center for
Safety & Empowerment



COMMUNITY IMPACT

Annual Statewide Transgender Education & Awards Meeting

City of Topeka Franchise Fee Utility Credit Program (Administered by CRC)

Communities in Schools Annual Staff Retreat

Community Action – Back to School Fair

CRC Educational Event - Advocacy Series

FBC Mission-in-Your-Backyard

HHN Work Group: Healthy Babies Health Fair

Junior League/Parents As Teachers - Diaper Depot Program

Long Range Strategic Planning for KS Volunteer Corporation

Military Task Force – Veterans Day Planning Committee

Monthly Board Meetings for Various Organizations

NET Reach Community Events – “Trunk or Treat”

Public Hearings for City of Topeka and Topeka Metro Transit

Staff Trainings / Retreats for Various Organizations

Training Sessions for Community Safety

Volunteer Reception Center for Large Scale Disaster

Young Life 3-on-3 Basketball

NET Reach Summer Camps

USD 501 Summer – Hot Lunch Site





Diaper Depot -25,000 in 4 hours

TRANSFORMATION

Metro Bike Racks

BORN Learning Trails

ARTSConnect Mural Project

Community Gardens

Little Library

Playground Equipment

Topeka Metro Bus Shelter





Little Library



United Way Nancy Perry Day of Caring-Hills Corp



United Way Nancy Perry Day of Caring



care

collaboration | advocacy | research | education

advocacy



- Shawnee County Advocacy Council on Aging
- Shawnee County Regional Voluntary Organizations Active in Disasters
- Impact Avenue
- Homeless Task Force
- All Hands on Deck
- Advisory Committee on Accessible Transportation

care

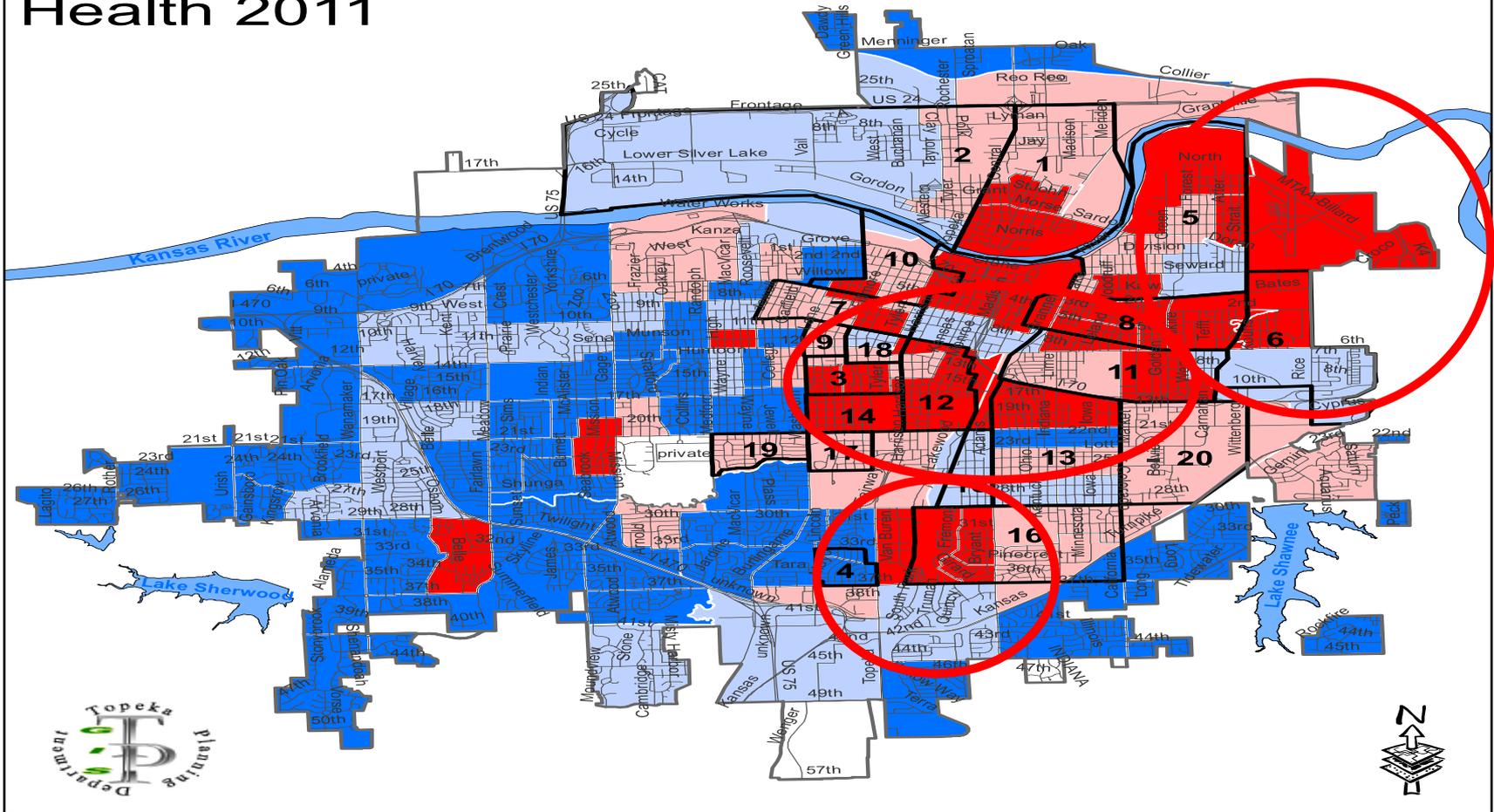
collaboration | advocacy | research | education

research



City of Topeka Neighborhood Health 2011

Poverty Status



Legend

- Healthy
- Out Patient
- At Risk
- Intensive Care
- City Limits

NIA's

- | | | |
|---------------------|--------------------------|---------------------------|
| 1 North Topeka East | 8 East Topeka North | 15 Jefferson Square |
| 2 North Topeka West | 9 Tennessee Town | 16 Highland Crest |
| 3 Central Park | 10 Ward Meade | 17 Quinton Heights Steele |
| 4 Lykins Foster | 11 East Topeka South | 18 Historic Holliday Park |
| 5 Oakland | 12 Monroe | 19 Valley Park |
| 6 East End | 13 Central Highland Park | 20 Highland Acres |
| 7 Historic Old Town | 14 Chesney Park | |

% of Persons Below Poverty (by Block Group)

- 0 - 9%
- 10 - 18%
- 19 - 30%
- 31 - 100%
- Not Surveyed

Source: 5-Year American Community Survey, 2006 - 2010

Neighborhood Health

Neighborhood Health Composition (avg. score)	Persons Per Part 1 Crime Reported (score)	% of Persons Below Poverty Level (score)	% Owner Occupied Housing Units (score)	Number of Boarded House (score)	Average Residential Property Levels (score)
Healthy (3.3 - 4.0)	9 or More (4)	<u>2011:</u> 0-9% <u>2007:</u> 0-7% <u>2003:</u> 0-7% <u>2000:</u> 0-7% (4)	70 - 100% (4)	None (4)	<u>2011:</u> \$103,001 and Above <u>2007:</u> \$90,001 and Above <u>2003:</u> \$82,101 and Above <u>2000:</u> \$74,101 and Above (4)
Out-Patient (2.7 - 3.2)	6 - 8 (3)	<u>2011:</u> 10-18% <u>2007:</u> 8-14% <u>2003:</u> 8-14% <u>2000:</u> 8-14% (3)	50-69% (3)	1 - 2 (3)	<u>2011:</u> \$67,501 - \$103,000 <u>2007:</u> \$63,001 - \$90,000 <u>2003:</u> \$53,401 - \$82,100 <u>2000:</u> \$48,391 - \$74,400 (3)
At Risk (1.9 - 2.6)	4 - 5 (2)	<u>2011:</u> 19 - 30% <u>2007:</u> 15 -24% <u>2003:</u> 15 - 24% <u>2000:</u> 15 - 24% (2)	34 - 49% (2)	3-5 (2)	<u>2011:</u> \$67,501 - \$103,000 <u>2007:</u> \$63,001 - \$90,000 <u>2003:</u> \$53,401 - \$82,100 <u>2000:</u> \$48,391 - \$74,400 (3)
Intensive Care (1.0 - 1.8)	1 - 3 (1)	<u>2011:</u> 31 - 100% <u>2007:</u> 25 - 100% <u>2003:</u> 25 - 100% <u>2000:</u> 25 - 100% (1)	0 - 33% (1)	6+ (1)	<u>2011:</u> \$40,000 and Below <u>2007:</u> \$40,000 and Below <u>2003:</u> \$31,700 and Below <u>2000:</u> \$28,750 and Below (1)



NEIGHBORHOOD OUTPUTS

- **28+ TONS OF FRESH PRODUCE** distributed via monthly food distribution through 2024
- **Appx 150 families per month = 190 adults, 162 kids & 59 Seniors**
- **City of Topeka's Franchise Fee Credit Program** administrated by CRC, since 2014 **866 families in poverty realized \$174,500 in utility credits**
- **10th yr of AARP free Tax preparation site**

NEIGHBORHOOD OUTCOMES

- **25% Decrease** in Crime in Hi-Crest
- Improvement to Infant Mortality Rate
- Gaining Integrity with the Neighborhoods
- Increased Pride in Neighborhoods
- Mentor/Mentee Program
- CRC CARE Centers are a Safe Haven for those in need

care

collaboration | advocacy | research | education

education





EDUCATION SERIES

by Community Resources Council

CRC ADVOCACY SERIES

Presenters Over The Years: Former Mayor Wolgast; Former Commissioner Shelly Buhler; City Councilwoman Karen Hiller; Secretary of Insurance Vicki Schmidt, Former House of Rep Ann Mah, Former Commissioner Mary Thomas, Vince Fry, KS Legislature Economist, Chris Courtwright, Lobbyist Connie Hubble, Topeka Chamber, Curtis Sneden; Topeka Housing Authority, Trey George and former Mayor/State Treasurer & Rep, Joan Wagner





Advocacy Series on Government



Advocacy Series:

FREE CLASSES AVAILABLE

- New Parenting Classes with Stormont-Vail Nursing & Baker University Nursing Students
- Baby Sign Language with Parents as Teachers
- Topeka Youth Project with Highland Park High School (students completing course work to graduate)
- Schools, Organizations & Personal Safety Training with Chief Ron Brown and Topeka PD

HOSTING TRAININGS



NEXT STEPS

- Large Community Garden @ Stout
- Water Harvesting System from Roof
- Solar Energy
- Teaching Kitchen – Nutrition Education and Food Preservation @ Lundgren
- All Buildings at Capacity – Tenants Want More
- Waiting List of Interested Not-for-Profits
- CRC is a Partner of Compassion Strategies with AHOD focusing on Homelessness

QUESTIONS

Mary M Thomas

CEO/Executive Director

785-233-1365 (office

785-554-0444 (text/call)

mthomas@crcnet.org



Risk Fund-Workers' Compensation



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Rhiannon M. Friedman - **DOCUMENT #:**
Planning and
Development Director
SECOND PARTY/SUBJECT: Neighborhood **PROJECT #:**
Revitalization Plan
Program 2025-2027
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 6-18-24. Set **JOURNAL #:**
Public Hearing Date 9-
17-24
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC HEARING to consider the adoption of a Neighborhood Revitalization Plan.

ORDINANCE introduced by City Manager Dr. Robert M. Perez, establishing a neighborhood revitalization area, adopting a neighborhood revitalization plan, and authorizing the city manager to execute an interlocal cooperation agreement with other municipalities pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

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

(Approval would renew the City's Neighborhood Revitalization Plan through December 31, 2027.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The current Neighborhood Revitalization Plan (NRP) is set to expire on December 31, 2024. The NRP boundary is based on the recently updated 2023 Neighborhood Health Map. Future NRP renewals should occur every three years in sync with the update of the Health Map.

STAFF RECOMMENDATION:

Staff recommends the Governing Body hold the public hearing and move to adopt the ordinance.

BACKGROUND:

Topeka's Neighborhood Revitalization Plan began in 1994. The State of Kansas authorized the program through the Neighborhood Revitalization Act. Topeka was the first city in Kansas to adopt a local plan.

All taxing entities participate with an interlocal agreement. Staff met with all potential participation tax entities this summer including: Unified School Districts 345, 437, 450, and 501; the Shawnee County Board of Commissioners; Topeka Metro Transit Authority (TMTA); Metro Topeka Airport Authority (MTAA); Topeka and Shawnee County Public Library and Washburn University. There have been 9 plan renewals (every 3-5 years). The current plan expires on December 31, 2024.

The current program (2022 - 2024) rebates 95% of the new property taxes for the first 5 years and 50% for years 6 through 10. Intensive Care, Historic properties, and new residential units are eligible for a 95% rebate for 10 years. Applicants have 60 days to apply and up to 1-year to show prior intent if they miss the 60-day deadline. The current boundary contains 13.31 square miles (23% of city). The proposed boundary (2022 - 2025) contains 12.31 square miles (19% of the city).

The proposed Program shrinks the boundary to align with the 2023 Health Map's Intensive Care and At Risk areas, continues to provide the 95% rebate for all new single and multiple family housing, includes the provision of an extended rebate period within Tax Increment Finance (TIF) areas (up to 20 years), and continues the Menninger Clock Tower building eligibility for the property tax rebate.

Program Highlights:

- Approximately \$515 million of private investment (1995 - 2023)
- Approximately \$63.2 million of total rebates paid (1996 - 2023)
- Approximately \$165 million invested in the Downtown area (1995 - 2023)
- Approximately \$34 million of new tax generated (2006 - 2023) For every dollar rebated by the program \$8 is invested

BUDGETARY IMPACT:

Although the City will defer collection on 50-95% of the new property tax generated over a 10-year period, the City will expect to gain additional tax revenue from the increased property value that it had not been realizing within 5-10 years after the improvement.

SOURCE OF FUNDING:

Rebates are funded from each taxing entities share of ad valorem taxes.

ATTACHMENTS:

Description

Public Hearing Notice (Resolution 9584 September 2024)

Ordinance - NRP 2025-2027

NRP 2025-27 Plan Draft

NRP 2025-27 Map

NRP Infographic

NRP 2022-2024 Investment Map

NRP 2022-2024 Applications

Affidavit of Publication (Sept 30 and Oct 7 2024)

(Published in the Topeka Metro News on September 30, 2024 and October 7, 2024)

RESOLUTION NO. 9584

A RESOLUTION introduced by City Manager Dr. Robert M. Perez establishing a date for a public hearing concerning the adoption of a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 *et seq.*

WHEREAS, the City of Topeka, Kansas, may pursuant to K.S.A. 12-17,114 *et seq.* adopt a plan to assist in the rehabilitation, conservation or redevelopment of any area within the City of Topeka which meets the conditions provided in said law; and

WHEREAS, the City of Topeka is desirous of exercising the authority provided in K.S.A. 12-17,114 *et seq.* in order to rehabilitate, conserve or redevelop certain designated areas in the City of Topeka; and

WHEREAS, the current Neighborhood Revitalization Plan (NR Plan) expires on December 31, 2024; and

WHEREAS, K.S.A. 12-17,117(c) requires that the Governing Body hold a public hearing before adopting an NR Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body, that the following notice is hereby given:

NOTICE

The Governing Body will consider the adoption of a Neighborhood Revitalization Plan, pursuant to K.S.A. 12-17,114 *et seq.*, at a public hearing at 6:00 p.m. on October 15, 2024 at Cyrus K. Holliday Building, 1st Floor Conference Room, 620 SE Madison Street, Topeka, Kansas.

The proposed Neighborhood Revitalization Plan and a description of the boundaries of the proposed Neighborhood Revitalization Area are available for

inspection during the hours of 8:00 a.m. to 5:00 p.m. in the office of City Clerk, 215 E 7th Street, Room 166, Topeka, Kansas. The Plan is also accessible at:
<https://www.topeka.org/planning/neighborhood-revitalization-plan/>

At the conclusion of the hearing, the Governing Body will consider findings necessary for the adoption of the proposed Neighborhood Revitalization Plan and the establishment of the proposed Neighborhood Revitalization Area, all as provided for in K.S.A. 12-17,114 *et seq.*

BE IT RESOLVED that the City Clerk shall cause a copy of this Resolution to be mailed to the following taxing entities within Shawnee County, Kansas:
Unified School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights), and 501 (Topeka); the Board of County Commissioners of Shawnee County; Topeka Metro Transit Authority; Metro Topeka Airport Authority; Topeka & Shawnee County Library and Washburn University.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published in the official City newspaper at least once a week for two (2) consecutive weeks prior to the hearing.

ADOPTED and APPROVED by the Governing Body September 17, 2024.



CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by City Manager Dr. Robert M. Perez establishing a
6 neighborhood revitalization area, adopting a neighborhood
7 revitalization plan, and authorizing the city manager to execute an
8 interlocal cooperation agreement with other municipalities pursuant
9 to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

10
11 WHEREAS, pursuant to K.S.A. 12-17,114 et seq., as amended (“the Act”), the
12 governing body of any municipality may designate areas as a neighborhood
13 revitalization area if the rehabilitation, conservation or redevelopment of the area is
14 necessary to protect the public health, safety or welfare of the residents; and

15 WHEREAS, the City, pursuant to Resolution No. 9584, adopted September 17,
16 2024, gave notice that it is considering adopting a Plan and the Governing Body has
17 conducted a public hearing, as required by K.S.A. 12-17,117 (c); and

18 WHEREAS, the Governing Body finds that one or more of the conditions
19 identified in K.S.A. 12-17,115(c) exists within the Area; and

20 WHEREAS, the Act authorizes two or more municipalities to enter into an
21 interlocal cooperation agreement to exercise the power and duties authorized by the
22 Act; and

23 WHEREAS, the municipalities will execute such an agreement, which shall be
24 substantially similar to Attachment B.

25 NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY
26 OF TOPEKA, KANSAS THAT:

27 Section 1. **Eligible Area.** The Governing Body finds that the Area identified in
28 the Plan is an eligible area as defined in K.S.A. 12-17,115(c).

29 Section 2. **Findings.** The rehabilitation, conservation or redevelopment of the
30 Area is necessary to protect the public health, safety or welfare of the residents of the
31 City.

32 Section 3. **Adoption of Neighborhood Revitalization Plan.** The Plan, attached
33 hereto as Attachment A and incorporated by reference, is hereby approved and
34 adopted.

35 Section 5. **Interlocal Cooperation Agreement.** The Governing Body approves
36 and authorizes the city manager to execute the interlocal cooperation agreement,
37 attached hereto as Attachment B, and incorporated by reference.

38 Section 6. **Notification.** The City Clerk is directed to mail a copy of this
39 ordinance and its attachments to the following: (1) the superintendents for Unified
40 School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights),
41 and 501 (Topeka); (2) the Shawnee County Clerk; (3) the general manager for the
42 Topeka Metro Transit Authority; (4) the president of the Metropolitan Topeka Airport
43 Authority; (5) the chief executive officer of the Topeka & Shawnee County Library; and
44 (5) the president of Washburn University.

45 Section 7. **Effective date.** This Ordinance shall take effect and be in force
46 after its passage, approval and publication in the official City newspaper.

47 Passed and approved by the Governing Body on _____.

48
49
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53
54

CITY OF TOPEKA, KANSAS

Michael Padilla, Mayor

55 ATTEST:

56

57

58

59 _____
Brenda Younger, City Clerk

60

61

62

63

64 ATTACHMENT A (Neighborhood Revitalization Plan – 2025-2027)

65

66 ATTACHMENT B (Interlocal Cooperation Agreement)

Attachment A



DRAFT

2025-2027

Prepared by : City of Topeka Planning Department
Dan Warner, AICP, Planning Director
Ann-Marie Driver, AICP, Planner II
Bryson M. Risley, Planner II

City of Topeka, Kansas

Effective January 1, 2025
ADOPTED BY THE CITY OF TOPEKA GOVERNING BODY:

ENTER DATE

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Introduction

This Plan is intended to promote the revitalization of the inner urban area hereinafter described as the Neighborhood Revitalization Area (NRA) of the City of Topeka through the rehabilitation, conservation and redevelopment of the area in order to protect the public health, safety welfare of the residents of the City. More specifically, in accordance with KSA 12-17, 118 (d), a tax rebate incentive will be available to property owners for certain improvements that raise the appraised value of residential property 10% and commercial property 20%.

In accordance with KSA 12-17, 114 et. seq., the Governing Body has held a public hearing and considered the existing conditions and alternatives with respect to the described area, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units (City of Topeka, Shawnee County, USD 501 (Topeka), USD 345 (Seaman), USD 450 (Shawnee Heights), USD 437 (Auburn-Washburn Rural), Washburn University, Topeka-Shawnee County Public Library, Topeka Metropolitan Transit Authority (TMTA), Metropolitan Topeka Airport Authority (MTAA)). Accordingly, the Governing Body has reviewed, evaluated, and found that the described area meets one or more of the conditions contained in KSA 12-17,115 (c).

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

Furthermore, the Governing Body may declare a building outside of a NRA to be a “dilapidated structure” if the structure satisfies the following definition KSA 12-17,115(a): "Dilapidated structure" means a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worthy of preservation.

The boundary of the proposed NRA is intended to reflect the City’s most investment-challenged and deteriorated areas as determined by the City’s Neighborhood Health Map. The NRA includes all designated “Intensive Care” and “At Risk” Census block groups based on the most recent update of the health map in 2017. These areas are deemed to qualify under all of the above criteria (KSA 12-17, 115 (c)).

In addition, some parts of the proposed NRA are outside At Risk/Intensive Care designations. Those areas are included because they either: 1) have been historically “At Risk” since 2000, 2) are part of infill subdivisions or redevelopment areas that were dependent upon and approved under the City’s past Neighborhood Revitalization Plans, 3) are part of minor boundary rounding to make the NRA as contiguous and orderly as possible, or 4) otherwise would qualify under the above criteria (KSA 12-17, 115 (c)). Taken as a whole, the proposed NRA meets legislative and statutory intent of KSA 12-17, 115 (c).

Any boundary expansions should be consistent with the above criteria and the State’s Attorney General’s opinion issued in 1996 which determined that the intent of the legislation was aimed at neighborhood stabilization and preventing deterioration in the central section of the city or more specifically, neighborhoods. The opinion concludes that the governing body must make a finding that the area meets one of the conditions listed in KSA 12-17, 115 (c), that rehabilitation of the

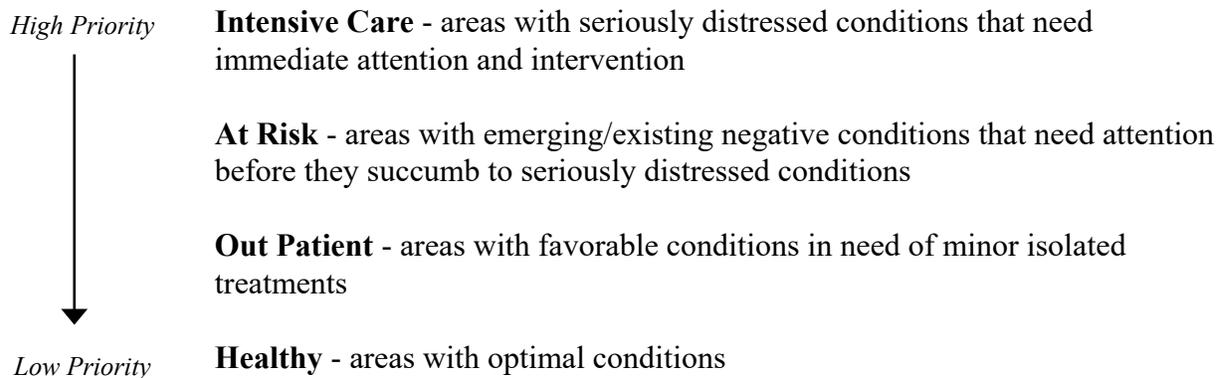
area is necessary to protect the welfare of the municipalities' residents, and that the area should not include the entire municipality.

As a matter of policy, the City of Topeka's NRA is also proposed to be limited in scope to the above areas in order to promote a streamlined and administrative "but for" policy. The inherent presumption of this Plan is that necessary private investments would not occur in these areas "but for" the incentives offered under the Plan. Incentives are approved administratively by City of Topeka staff upon application by the property owner without further proof of need for the incentives. In order to enforce this assumption, the Plan puts forth thresholds for application deadlines to ensure the applicant knew about the program prior to construction and that the investment must create an impactful value increase.

Therefore, this Plan finds the proposed areas are most legally justifiable under State law and provides for a streamlined "but for" test to revitalize the City's most deteriorated sections.

PART 1
DESCRIPTION OF NEIGHBORHOOD REVITALIZATION AREA

The Neighborhood Revitalization Area (Map #1) in general follows the boundaries of *Intensive Care* and *At Risk* neighborhoods as identified in the City of Topeka Neighborhood Health Map. This map most recently updated in 2023, establishes four (4) health classifications for neighborhoods (intensive care, at risk, out patient, and healthy) to determine priorities for re-investment and planning assistance. They are described below in order of priority:



The four health classifications were based on five (5) vital signs that measured the relative health of all neighborhood areas in Topeka. This neighborhood health assessment was used to develop a “triage” approach to revitalization. Those areas that had more “life-threatening” or urgent needs as measured by the vital signs should receive higher priority for treatment over those areas with less urgent needs. These higher priority areas (*intensive care/at risk*) are the focus for neighborhood planning efforts and public re-investment. A summary of the vital signs include:

Poverty (2018-2022 American Community Survey 5-Year Estimates, U.S Census) - High concentrations of poverty are one of the most reliable indicators of performance in school, crime rates, family fragmentation, job readiness, housing conditions, etc.

Public Safety (January 2022 – December 2023, Topeka Police Dept.) – Public Safety, as measured by number of Part 1 crimes reported for the last two full years, is a symptom indicating the local environmental conditions conducive to crime and how well a neighborhood is organized to prevent crime from occurring.

Residential Property Values (July 2023, Shawnee County Appraisers Office) – Property values are in part a reflection of the quality of housing supply and the image of a neighborhood. The median value of a house purchased in Shawnee County was \$122,000 in 2018 (Topeka Association of Realtors).

Single Family Housing Tenure (July 2023 Shawnee County Appraisers Office)

The percentage of homeowners residing in a neighborhood can be an indication of the willingness (or confidence) to invest in the area. The most relevant measure of this is how many single-family dwellings are owner-occupied since these homes were primarily built for individual ownership.

Secured Houses & Unsafe Structures (2023 City of Topeka Special Structures Unit) - A secured house is one of the most evident physical displays that will undermine confidence in an area for investment and precipitates a downward spiral for the block and/or neighborhood.

Vital Sign Ranges (2023)

Neighborhood Health Composite (avg. score)	% of Persons Below Poverty Level (score)	Part 1 Crimes per 100 Persons (score)	Average Residential Property Values (score)	% Owner Occupied Housing Units (score)	Number of Secured and Unsafe Structures Per 100 Properties (score)
Healthy (3.3 - 4.0)	2023: 0 - 9% (4)	0 - 12 (4)	2023: \$134,451 and ↑ (4)	70 - 100% (4)	2023: 0 (4)
Out Patient (2.7 - 3.2)	2023: 10 - 18% (3)	13 - 18 (3)	2023: \$87,447 - \$134,450 (3)	50 - 69% (3)	2023: 0.01 - 0.75 (3)
At Risk (1.9 - 2.6)	2023: 19 - 30% (2)	19 - 28 (2)	2023: \$51,960 - \$87,446 (2)	34 - 49% (2)	2023: 0.76 - 1.75 (2)
Intensive Care (1.0 - 1.8)	2023: 31 - 100% (1)	29 + (1)	2023: \$51,959 and ↓ (1)	0 - 33% (1)	2023: 1.76 and ↑ (1)

Area Profile

Health rankings are determined by averaging all vital sign levels for each neighborhood area. *Intensive care* and *at risk* neighborhoods have the lowest vital sign measurements, and hence are the primary focus of the Neighborhood Revitalization (NR) Area. Below is a comparison profile of the NR Area and non-NR Area

Total Primary Neighborhood Revitalization Area 2023					
Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Intensive Care	35	38.5%	43.4%	2.024	\$67,448
At Risk	18	29.1%	47.3%	1.050	\$74,156
Out Patient	10	11.1%	57.5%	0.878	\$90,930
Total Primary NR Area	19	25.9%	49.5%	1.160	\$77,316

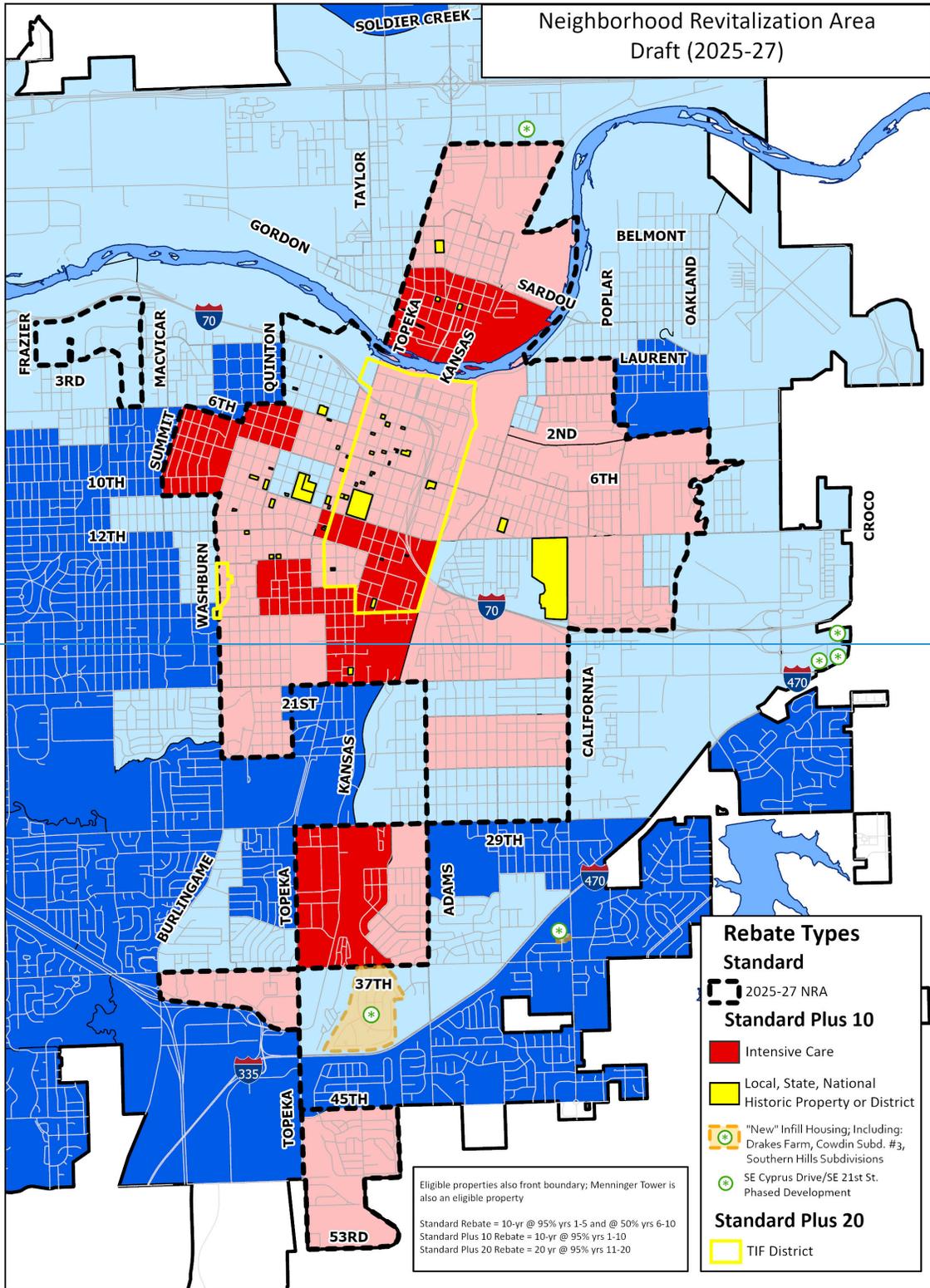
Total Non Neighborhood Revitalization Area 2023					
Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Out Patient	11	17.7%	61.8%	0.56	\$115,743
Healthy	5	8.7%	79.7%	0.13	\$212,709
Total Non NR Area	7	10.6%	75.3	0.25	\$189,507

General Characteristics 2023							
Area	Square Miles	% of Total	#of Parcels	% Total	Vacant Parcels	% Total	
Intensive Care	2.46	3.9%	2,587	5.1%	417	10.2%	
At Risk	7.59	12.0%	8,438	16.5%	1,186	29.1%	
Out Patient	1.85	2.9%	2,510	4.9%	370	9.1%	
Kanza/ USD 501	0.3	0.5%	29	0.06%	3	0.07%	
Total NR AREA	12.15	19.3%	13,535	26.5%	1,973	48.4%	
Non-NR Area	50.95	80.7%	37,612	73.5%	2,107	51.6%	
Total (All Topeka)	63.1	100%	51,147	100%	4,080	100%	

General Characteristics 2023						
Area	2022 Population	% of Total	Total Housing Units (2018 - 2022 ACS)	% of Total	Real Property Valuation (2023)	% of Total
Intensive Care (Primary)	4,595	3.6%	2,221	3.7%	\$588,646,970	6.4%
At Risk (Primary)	20,732	16.4%	10,349	17.3%	\$1,317,793,490	14.2%
Out Patient (Primary)	8,370	6.6%	3,906	6.5%	\$261,039,450	2.8%
Total NR Area	33,697	26.7%	16,476	27.5%	\$2,167,479,910	23.4%
Non NR Area	92,734	73.3%	43,511	72.5%	\$9,268,928,010	100.0%
Total (All Topeka)	126,431	100.0%	59,987	100.0%	11,436,407,920	100.0%

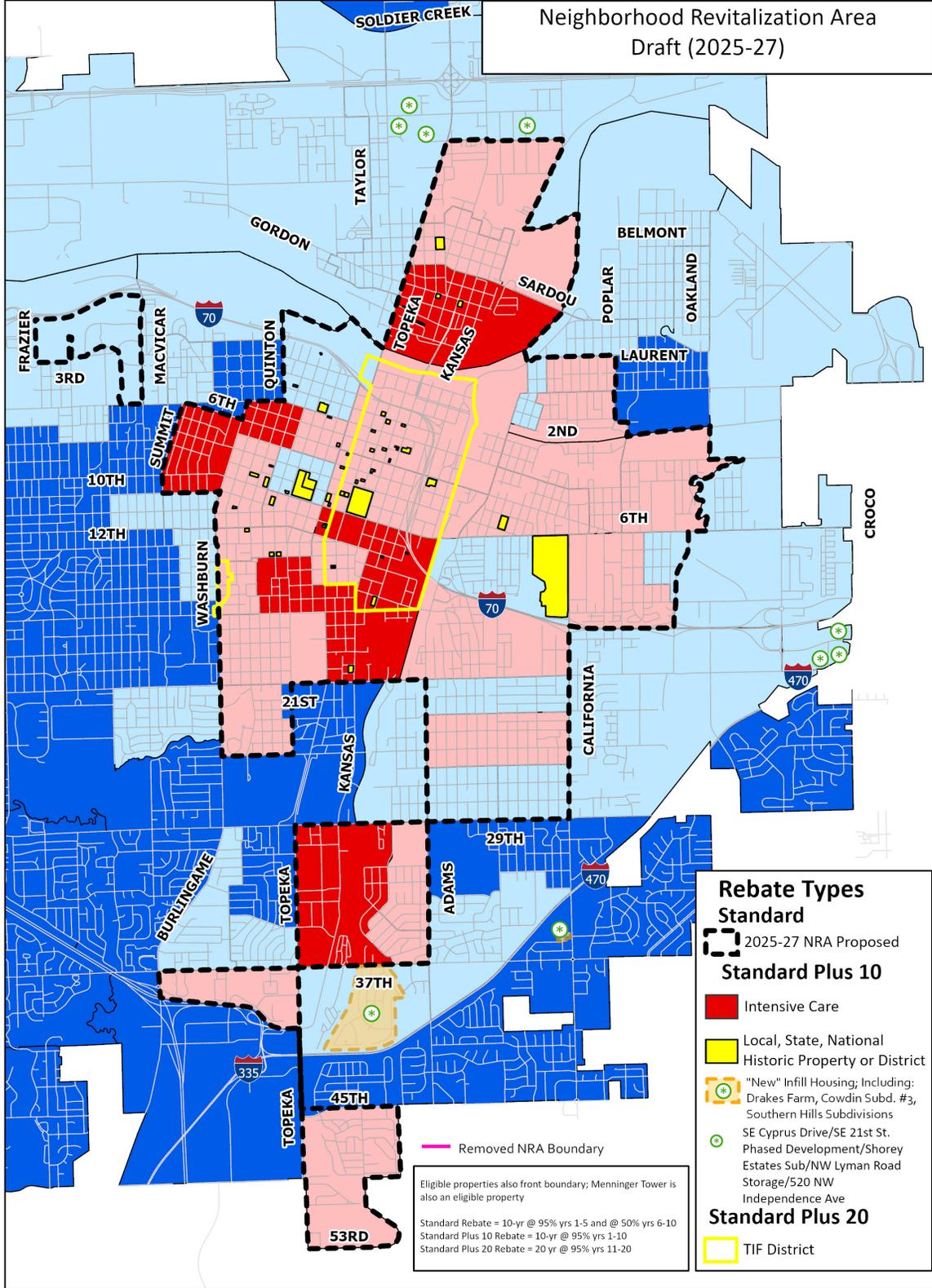
Summary

- The primary NR Area comprises only 19.3% of the land area of Topeka, but contains approximately 48.4% of all vacant parcels in the City.
- The poverty rate in the primary NR Area is two and a half times the poverty rate of the non-NR Area.
- Average residential property values are nearly 145% greater outside of the NR Area than within its boundaries.
- The homeownership rate is substantially greater outside of the primary NR Area boundary (75.3% versus 49.5%).
- 63% of all secured and unsafe structures in the City are located within the NR Area boundary yet only constitute 27.5% of all housing units in the city



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**LEGAL DESCRIPTION OF
Neighborhood Revitalization Area
MAY 2024**

PRIMARY AREA

Beginning at the intersection of the NW Topeka Boulevard and NW Independence Avenue; thence easterly along NW Independence Avenue to its intersection with N Kansas Avenue; thence continuing easterly along NE Independence Avenue to its intersection with NE Meriden Road; thence Southerly along Meriden Road to its intersection with NE Grantville Road; thence southerly along said NE Grantville Road to its intersection with Old Soldier Creek channel; thence easterly along Old Soldier Creek channel to its intersection with the Kansas River; thence southerly along the Kansas River to its intersection with northerly extension of NE Chandler Street; thence southerly along said extension of NE Chandler Street to its intersection with NE River Road; thence northeasterly along NE River Road to its intersection with NE Division Street; thence easterly along NE Division Street to its intersection with NE Sumner Street; thence southerly along NE Sumner Street to its intersection with NE Seward Avenue; thence westerly along NE Seward Avenue to its intersection with Sumner Street; thence Southerly along Sumner Street to its intersection of NE Florence Avenue; thence easterly along NE Florence Avenue to its intersection with NE Golden Avenue; thence southerly along NE Golden Avenue to its intersection with the Mainline Track of the Burlington Northern - Santa Fe Railway; thence easterly along said Mainline Track to its intersection with the East line of the Northeast Quarter of Section 33, Township 11 South, Range 16 East of the 6th P.M.; thence southerly along said East Line to its intersection with SE 2nd Street; thence easterly along SE 2nd Street to its intersection with Deer Creek; thence southerly along Deer Creek to its intersection with SE 6th Avenue; thence westerly along SE 6th Avenue to its intersection with SE Deer Creek Parkway; thence southerly along SE Deer Creek Parkway to its intersection with Interstate Highway 70; thence westerly along Interstate Highway 70 to its intersection with SE California Avenue; thence southerly along SE California Avenue to its intersection with the Centerline of SE 29th Street; thence westerly along SE 29th Street to its intersection with SE Adams Street; thence southerly along SE Adams Street to its intersection with SE 37th Street; thence westerly along SE 37th and SW 37th Street to its intersection with SW Topeka Boulevard; thence southerly along SW Topeka Boulevard to the Northwest corner of the Northwest Quarter of Section 30 Township 12 South Range 16 East of the 6th P.M.; thence easterly along the North Line of said Section 30 to the Northeast corner of the West Half of the Northeast Quarter of said Section 30; thence southerly along the East line of said West Half to the Southeast corner of said West Half; thence westerly along the South line of said West Half to the Southwest corner of said Northeast Quarter; thence southerly along the East line of the Southwest Quarter of said Section 30 to its intersection with the southwesterly right of way line of the Missouri Pacific Railroad, as recorded in Book 4251, page 621; thence South 54 degrees 38 minutes 32 seconds East, 1304.94 feet along said right of way line; thence southeasterly and southwesterly along said right of way line, 1020.98 feet along the arc of a curve to the right, having a radius of 419.28 feet with a chord which bears South 21 degrees 57 minutes 15 seconds West, 786.78 feet; thence South 89 degrees 35 minutes 28 seconds West, 132.83 feet along said right of way line; thence westerly along said right of way line, 249.10 feet along the arc of a curve to the left, having a radius of 613.69 feet with a chord which bears South 77 degrees 55 minutes 31 seconds West, 247.40 feet

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to the North right of way line of SE 53rd Street; thence South 89 degrees 35 minutes 28 seconds West, 368.63 feet along the North right of way of SE 53rd Street; thence southerly to the South line of Section 30; thence westerly along the South line of Section 30 to SW Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection of Interstate Highway 470; thence westerly along Interstate Highway 470 to its intersection with Burlingame Road; thence northerly along Burlingame Road to its intersection with SW 37th Street; thence Easterly along SW 37th Street to its intersection with Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection with SW 29th Street; thence Easterly along SW 29th Street and SE 29th Street to its intersection with SE Adams Street; thence northerly along SE Adams Street to its intersection with SE 21st Street; thence westerly along SE 21st Street and SW 21st Street to the Northwest Corner of the Northwest Quarter of Section 7 Township 12 South Range 15 East of the 6th P.M.; thence southerly along the West line of said Quarter Section to its intersection with SW 27th Street; thence westerly along SW 27th Street to its intersection with SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW 11th Street; thence westerly along SW 11th Street to its intersection with SW Woodward Avenue; thence northerly along SW Woodward Avenue to its intersection with SW 10th Avenue; thence westerly along SW 10th Avenue to its intersection with SW Summit Avenue; thence northerly along SW Summit Avenue to its intersection with SW Sixth Avenue; thence easterly SW Sixth Avenue to its SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW Willow Avenue; thence easterly along SW Willow Avenue to its intersection with Quinton Avenue; thence northerly along Quinton Avenue to its intersection with the Centerline of SW 1st Street; thence easterly along SW 1st Street to the West line of Section 30, Township 11 South, Range 16 East of the 6th P.M.; thence northerly along the said West line to its intersection with the south line of a tract of land described in a deed recorded in Book 3384 Page 896, Register of Deeds Office, Shawnee County, Kansas; thence easterly and northeasterly along the south line and east line of said tract of land to the South Bank of the Kansas River; thence northeasterly along the extension of said east line to its intersection with the Kansas River; thence easterly down the Kansas River to its intersection with SW Topeka Boulevard; thence northerly along Topeka Boulevard to the Point of Beginning.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO

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THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°18'11" EAST, 663.92 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT, ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04" EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON AN ASSUMED BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 825.36 FEET; THENCE ON A BEARING OF NORTH 00°24'22" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER ON A BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 515.96 FEET; THENCE ON A BEARING NORTH 00°25'19" WEST, A DISTANCE OF 2033.61 FEET; THENCE ON A BEARING OF NORTH 44°27'37" EAST, A DISTANCE OF 68.73 FEET; THENCE ON A BEARING OF SOUTH 63°56'06" EAST, A DISTANCE OF 18.56 FEET; THENCE ON A BEARING OF NORTH 19°56'13" EAST, A DISTANCE OF 44.30 FEET; THENCE ON A BEARING OF NORTH 34°34'08" EAST, A DISTANCE OF 25.22 FEET; THENCE ON A BEARING OF NORTH 72°13'53" EAST, A DISTANCE OF 27.65 FEET; THENCE ON A BEARING OF SOUTH 37°05'32" EAST, A DISTANCE OF 14.75 FEET; THENCE ON A BEARING OF SOUTH 54°25'19" EAST, A DISTANCE OF 16.30 FEET; THENCE ON A BEARING OF SOUTH 80°46'21" EAST, A DISTANCE OF 23.15 FEET; THENCE ON A BEARING OF SOUTH 87°13'11" EAST, A DISTANCE OF 11.70 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 74°03'00" EAST, AND A CHORD DISTANCE OF 34.18 FEET) A DISTANCE OF 34.48 FEET; THENCE ON A BEARING OF SOUTH 60°52'49" EAST, A DISTANCE OF 42.96 FEET; THENCE ON A BEARING OF SOUTH 53°28'55" EAST, A DISTANCE OF 108.90 FEET; THENCE ON A BEARING OF SOUTH 31°54'18" EAST, A DISTANCE OF 87.45 FEET; THENCE ON A BEARING OF SOUTH 26°44'08" EAST, A DISTANCE OF 158.72 FEET; THENCE ON A BEARING OF SOUTH 28°30'48" EAST, A DISTANCE OF 137.12 FEET; THENCE ON A BEARING OF SOUTH 35°51'47" EAST, A DISTANCE OF 63.86 FEET; THENCE ON A BEARING OF SOUTH 44°53'50" EAST, A DISTANCE OF 71.01 FEET; THENCE ON A BEARING OF SOUTH 00°10'26" EAST, A DISTANCE OF 305.26 FEET; THENCE ON A BEARING OF SOUTH 41°48'53" WEST, A DISTANCE OF 216.94 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 19°54'50" EAST, AND A CHORD DISTANCE OF 97.23 FEET) A DISTANCE OF 105.78 FEET; THENCE ON A BEARING OF SOUTH 00°01'58" EAST, A DISTANCE OF 78.63 FEET; THENCE ON A BEARING OF SOUTH 34°02'36" EAST, A DISTANCE OF 118.96 FEET; THENCE ON A BEARING OF SOUTH 00°17'22" WEST, A DISTANCE OF 227.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 45°46'21" WEST, AND A CHORD DISTANCE OF 77.15 FEET) A DISTANCE OF 83.79 FEET; THENCE ON A BEARING OF SOUTH 00°06'58" EAST, A DISTANCE OF 142.97 FEET; THENCE ON A BEARING OF SOUTH 86°22'32" WEST, A DISTANCE OF 30.69 FEET; THENCE ON A BEARING OF SOUTH 01°46'13" EAST, A DISTANCE OF 80.18 FEET; THENCE ON A BEARING OF SOUTH 89°57'22" WEST, A DISTANCE OF 20.82 FEET; THENCE ON A BEARING OF SOUTH 00°15'55" WEST, A DISTANCE OF 130.86 FEET; THENCE ON A BEARING OF

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SOUTH 89°40'17" EAST, A DISTANCE OF 21.15 FEET; THENCE ON A BEARING OF SOUTH 00°20'17" WEST, A DISTANCE OF 28.30 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 118.49 FEET, A CHORD BEARING OF SOUTH 21°22'45" EAST, A CHORD DISTANCE OF 60.15 FEET) A DISTANCE OF 60.82 FEET; THENCE ON A BEARING OF SOUTH 32°29'33" EAST, A DISTANCE OF 24.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT(SAID CURVE HAVING A RADIUS OF 194.67 FEET, A CHORD BEARING OF SOUTH 12°51'45" EAST, AND A CHORD DISTANCE OF 80.56 FEET) A DISTANCE OF 81.15 FEET; THENCE ON A BEARING OF SOUTH 01°52'31" EAST, A DISTANCE OF 26.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.081 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD, IF ANY.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK SUBDIVISION. CONTAINS APPROXIMATELY 10.39-ACRES, MORE OR LESS.

EXCEPT

The property commonly known as the 501 Sports Complex and legally described as follows: A tract of land in the Southeast Quarter of Section 26, Township 11 South, Range 15 East of the Sixth Principal Meridian, described as follows: Beginning at a point on the West line, 30.00-foot North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40 seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-foot; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-foot; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-foot; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-foot; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-foot; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-foot; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-foot; thence South 00 degrees, 24 minutes, 53 seconds East, 1,344.97-foot to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-foot to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

(AND IN ADDITION)

Cowdin Subdivision No. 3, according to the recorded plat thereof.

(AND IN ADDITION)

Southern Hills Subdivision "A", Southern Hills Subdivision "B", and Southern Hills Subdivision "C" according to the recorded plats thereof. Contains approximately 110.8 acres.

(AND IN ADDITION)

Drakes Farm Subdivision, according to the recorded plat thereof.

(AND IN ADDITION)

3528 SE Cyprus Drive - Lot 1, Block A, Croco Park Subdivision

~~(AND IN ADDITION)~~

~~3521 SE 21st Street — Lots 1, 2, 4, and 4, Block A, Altair Heights Subdivision No. 6.~~

(AND IN ADDITION)

Lot 1, Block A, Altair Heights Subdivision No. 3, less street right-of-way.

(AND IN ADDITION)

3526 SE 21st Street – Lots 1, 3, and 4, Block A, Altair Heights Subdivision No. 6 and Lot 1, Block A, Altair Heights No. 7

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Adopted by the Governing Body: Enter Date*

(AND IN ADDITION)

Lot 1, Block A, Marlings Business Park Subdivision

(AND IN ADDITION)

Lot 1, Block A, and Lot 13, Block B, Shorey Estates Subdivision

(AND IN ADDITION)

Lot 8, Block A, Kaw Valley Plaza Subdivision”

OUTSIDE REVITALIZATION AREA; ‘DILAPIDATED STRUCTURE’:

(Menninger Clock Tower Building)

A portion of Lot 1, Block A, Menninger Foundation Subdivision, being situated in the Southwest Quarter of Section 28, Township 11 South, Range 15 East of the 6th P.M., in the City of Topeka, Shawnee County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter, being a point on the West line of Menninger Foundation Subdivision; thence on an assumed Azimuth of 179 degrees 17 minutes 46 seconds coincident with the West line of said Menninger Foundation Subdivision, a distance of 638.96 feet; then on Azimuth 89 degrees 17 minutes 46 seconds, perpendicular to the West line of Menninger Foundation Subdivision, a distance of 898.87 feet to the Point of Beginning; thence on Azimuth 88 degrees 07 minutes 19 seconds, a distance of 329.86 feet; thence on Azimuth 177 degrees 11 minutes 06 seconds, a distance of 250.36 feet; thence on Azimuth 183 degrees 05 minutes 12 seconds, a distance of 141.29 feet; thence on Azimuth 194 degrees 58 minutes 13 seconds, a distance of 66.17 feet; thence on Azimuth 177 degrees 47 minutes 10 seconds, a distance of 178.14 feet; thence on Azimuth 267 degrees 50 minutes 09 seconds, a distance of 275.83 feet; thence on Azimuth 357 degrees 50 minutes 17 seconds, coincident with centerline of an existing access road recorded in Book 4314, Page 099 in the Register of Deeds Office for Shawnee County, a distance of 431.62 feet; thence on Azimuth 317 degrees 14 minutes 41 seconds, a distance of 39.39 feet; thence on Azimuth 358 degrees 10 minutes 19 seconds, a distance of 172.54 feet to the Point of Beginning.

PART 2

APPRAISED VALUATION OF REAL PROPERTY

The appraised valuation of the Menninger Clock Tower and the real estate contained in the Neighborhood Revitalization Area as of July, 2023 for each parcel by land and building values is on file in the office of the Shawnee County Appraiser. The January 1, 2024 appraised valuation for the 13,548 parcels contained in the area is:

Land	\$ 266,766.250
<u>Improvements</u>	<u>\$ 1,961,021.080</u>
Total Appraised Valuation	\$ 2,227, 787. 330

Updated values from Shawnee County Appraiser, May 2024

DRAFT

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Adopted by the Governing Body: Enter Date*

PART 3

LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of the Menninger Clock Tower and each parcel of land is listed together with the corresponding address on file in the office of the Shawnee County Appraiser (<http://www.snco.us/ap/>).

PART 4

EXISTING ZONING BOUNDARIES & EXISTING/PROPOSED LAND USES

Descriptions of zoning districts, current boundaries, existing land uses, and future land use maps within the Neighborhood Revitalization Area are all found on file in the Topeka Planning Department or at www.topeka.org/planning

DRAFT

*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: Enter Date*

PART 5
MAJOR IMPROVEMENTS
PROPOSED FOR NEIGHBORHOOD REVITALIZATION AREA

A list of the proposed major improvements within the Neighborhood Revitalization Area are identified within the adopted neighborhood and area plans of the City's Comprehensive Plan. Copies of those plans are on file with the Topeka Planning Department and on-line at www.topeka.org/planning

- Topeka Land Use and Growth Management Plan (2015)
- Central Highland Park Neighborhood Plan (2010)
- Ward-Meade Neighborhood Plan (2001/2010)
- Chesney Park Neighborhood Plan (1998/2009)
- Central Park Neighborhood Plan (1998/2008/2019)
- Hi-Crest Neighborhood Plan (2015)
- North Topeka West (2016)
- Historic North Topeka East (2013)
- Holliday Park Neighborhood Plan (1998/2008/2023)
- Oakland Neighborhood Plan (2004/2014)
- Hi-Crest Neighborhood Plan (2003)
- Old Town Neighborhood Plan (2003)
- East Topeka Neighborhood Revitalization Plan (2002)
- Downtown Topeka Redevelopment Plan (2001)
- Elmhurst Neighborhood Plan (2001)
- Tennessee Town (2001/2017)
- Washburn-Lane Parkway Plan (2001)
- Quinton Heights Neighborhood Plan (2018)
- East Topeka North Neighborhood Plan (2020)
- Downtown Master Plan (2021)
- Valley Park Neighborhood Plan (2021)

Proposed housing, infrastructure, and public facility improvements within these plans are intended to guide the City's future resource allocation as targeted within the Neighborhood Revitalization Area. Actual approved resource allocations are found with the City's Capital Improvement Budget and Consolidated Plan.

PART 6
STATEMENT SPECIFYING THE ELIGIBILITY REQUIREMENTS
FOR A TAX REBATE

Residential New Construction/Rehabilitation

All properties with residential improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 10%.

Commercial New Construction/Rehabilitation

All properties with commercial, office and institutional, and industrial improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 20%.

PART 7

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (a) Construction of an improvement must have begun on or after January 1, 2025. Such improvement project shall remain eligible in the event the neighborhood revitalization plan is extended beyond 2027 by a subsequent ordinance. An improvement project constructed pursuant to a building permit and an application for tax rebate filed before January 1, 2025, may be eligible for a rebate under the Neighborhood Revitalization Program created by City Ordinance No. xxxxx.
- (b) A rebate application must be filed prior to or within sixty (60) days of the issuance of a building permit or initiation of work (if no building permit is required) as determined by the Planning Director. An application determined to be “out-of-time” shall be accepted by the Planning Director if the applicant can demonstrate that prior to commencing the improvements, he or she intended to use the program’s benefits for the specific improvement proposed in the application. Some factors that may be used to determine the intent and prior knowledge of the program include previous written or verbal communication with city staff, contractors, or other interested parties in the project. The fact that the applicant was not made aware of the program by city staff shall not be used as a factor in this determination. An application shall not be accepted “out-of-time” if the building permit was issued to correct a past zoning or building code violation. The applicant must submit all evidence in writing that supports the above criteria to the Planning Department within one (1) year of the issuance of the building permit. The applicant may appeal the Planning Director’s decision to the City Manager who has final authority over the matter.
- (c) The improvements must conform with the Comprehensive Plan, design guidelines within applicable elements of the Comprehensive Plan and Title 18 Comprehensive Zoning Regulations, including adopted Neighborhood Conservation Districts in effect at the time the improvements are made.
- (d) New and existing improvements on the property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.
- (f) Commercial or industrial property eligible for tax incentives under any adopted Neighborhood Revitalization Plan and Topeka's existing tax abatement program pursuant

to Article 11, Section 13 of the Kansas Constitution and TMC Chapter 3.55, may receive one exemption/rebate per project from the City as a tax incentive.

- (g) Any property that fronts a public street boundary of the Neighborhood Revitalization Area shall be eligible for the rebate, except those properties that front a public highway.

PART 8

CONTENTS OF APPLICATION FOR TAX REBATE

Part 1 - General Information (Completed by applicant)

- (a) Owner's Name and applicant's name
- (b) Owner's Mailing Address.
- (c) School District No.
- (d) Parcel I.D. No.
- (e) Building Permit No. and copy of permit
- (f) Address of Property.
- (g) Legal Description of Property
- (h) Day Phone Number.
- (i) Proposed Property Use.
- (j) Improvements (Attach itemized list of improvements)
- (k) Estimated Cost of Improvements
- (l) Proof of Historical Register Listing or nomination.
- (m) List of Buildings and Improvements proposed to be or actually demolished.
- (n) Date of commencement of construction.
- (o) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

- (a) County Appraiser's Statement of Percentage Test.
- (b) County Clerk's Statement of Tax Status.
- (c) Planning's Statement of Application Conformance for Tax Rebate.

PART 9
APPLICATION PROCEDURE

- (a) The owner/applicant shall obtain an Application for Tax Rebate from Topeka Planning Department, or concurrent with obtaining a building permit application.
- (b) The applicant shall complete and sign the application and file the original with Planning, prior to or within sixty (60) days of issuance of the building permit or as permitted under Part 7(b).
- (c) Planning shall forward the application to the Shawnee County Appraiser's Office for determination of the appraised valuation of the improvements and when necessary for designated historic properties, shall indicate the base tax year in order to determine the property's pre-demolition value for historic resources or landmarks that were demolished to make way for the improvements.
- (d) On or about January 1, the County Appraiser shall conduct an on-site inspection of the construction project, determine the new valuation of the real-estate, complete his portion of the application, and report the new valuation to the Shawnee County Clerk by June 1 of that same year. The tax records on the project shall be revised by the County Clerk's Office.
- (e) Upon determination by the Appraiser's office that the improvements meet the percentage test for rebate and the Clerk's office has determined the status of the taxes on the property, Planning shall certify to the County Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.
- (f) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Shawnee County to the other taxing units, a tax rebate in the amount of the tax increment (less any fees as specified in the Interlocal Agreement) shall be made to the applicant.

The tax rebate amount will be based on the appraised property value increment between the application year and the completion year directly attributable to the improvement itself. The actual rebate may vary year to year depending upon the approved mill levy for all participating taxing jurisdictions. The tax rebate shall be made by Audit and Finance, Shawnee County through the Neighborhood Revitalization Fund established in conjunction with the City of Topeka and the other taxing units participating in an Interlocal Agreement.

PART 10
STANDARDS AND CRITERIA FOR APPROVAL

- (a) Project improvements shall be 100% complete within two years of building permit issuance or 100% complete within two years of beginning construction on the listed improvements (if permits are not required.).
- (b) The appraised value of residential property must be increased by a minimum of 10%.
- (c) The appraised value of commercial and industrial property must be increased by a minimum of 20%.
- (d) New improvements must conform with all applicable codes, rules, and regulations in effect at the time the improvements are made, including zoning regulations and design guidelines adopted by the Governing Body, for the length of the rebate.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.

PART 11

STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2024.

Rebate Period:

All Eligible Uses – Administrative Approval	10 years
All Eligible Uses – Governing Body Approval	11-20 years

Rebate Amount*:

Standard Rebate:	
- All Eligible Uses Not Specified In Areas Below	95% (years 1-5) 50% (years 6-10)

Standard Plus 10 Rebate:	
- “Intensive Care” areas (2020 Neighborhood Health Map)	95%
- National/State Register/Properties and Districts and Local Historic Properties/Districts	95%
- “New” Infill Housing (Single and Multi-Family); including: new Single-family houses only in Cowdin Subd. #3 and Southern Hills Subd. A, B, and C, Drakes Farm Subdivision, <u>Shorey Estates</u>	95%

Standard Plus 20 Rebate:	
- TIF District	
- Minimum \$10,000,000 investment	
- Primary use is residential	
- “But-For” Test/Study	
- Governing Body Approval	95%

*5 % to remain in Neighborhood Revitalization Fund for administrative costs.

Part 12

OTHER MATTERS

1. The governing body may declare a building outside of a neighborhood revitalization area to be a “dilapidated structure” if it satisfies the conditions set forth in subsection (a) of KSA 12-17, 115. A “dilapidated structure” is defined as a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worth of preservation. Pursuant to K.S.A. 12-17,117(b), the governing body may determine a structure outside the boundary is a ‘dilapidated structure’ and, as such, is eligible for consideration of a property tax rebate for the following reasons:

- The building is a dilapidated structure due to its long vacancy and current boarded condition,
- The building is historic and is listed on the National Register of Historic Places and is worthy of preservation.

Prior to acceptance of a tax rebate application for projects involving a ‘dilapidated structure’, the applicant must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

- The Menninger Clock Tower was approved as a delapidated structure with the approval of the 2022-2024 NRP plan and remains in effect.

2. The governing body may designate certain projects to have up to a 20-year rebate period, provided all of the following criteria are satisfied:

- The project is located within an existing Tax Increment Financing District (TIF) within the NRP Area

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: Enter Date*

- The primary use is residential
- The project has a minimum investment of \$10,000,000
- The project submits a but-for analysis that demonstrates the need for the longer rebate period.

Should the governing body determine that the project meets the criteria, the property will be removed from the TIF district in accordance with Ordinance No. 20228. Prior to acceptance of a tax rebate application, projects must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

SHAWNEE COUNTY TAX LEVY SCHEDULE 2023

Tax Levies per \$1,000 Assessed Valuation

	2023 Levy	% of Total Levy
Shawnee County	48.653	34.41%
City of Topeka	36.952	26.13%
USD 501 (Topeka)	37.791	26.73%
Washburn University	3.45	2.44%
Topeka-Shawnee County Public Library	8.192	5.79%
TMTA (Transit)	4.2	2.97%
MTAA (Airport)	2.157	1.53%
Total	141.395	100%
Shawnee County	48.653	33.09%
City of Topeka	36.952	25.13%
USD 345 (Seaman)	43.422	29.53%
Washburn University	3.45	2.35%
Topeka-Shawnee County Public Library	8.192	5.57%
TMTA (Transit)	4.2	2.86%
MTAA (Airport)	2.157	1.47%
Total	147.026	100%
Shawnee County	48.653	33.07%
City of Topeka	36.952	25.12%
USD 450 (Shawnee Heights)	43.501	29.57%
Washburn University	3.45	2.35%
Topeka-Shawnee County Public Library	8.192	5.57%
TMTA (Transit)	4.2	2.86%
MTAA (Airport)	2.157	1.47%
Total	147.105	100%
Shawnee County	48.653	32.29%
City of Topeka	36.952	24.52%
USD 437 (Auburn Washburn Rural)	47.092	31.25%
Washburn University	3.45	2.29%

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: Enter Date*

Topeka-Shawnee County Public Library	8.192	5.44%
TMTA (Transit)	4.2	2.79%
MTAA (Airport)	2.157	1.43%
Total	150.696	100%

Source: Shawnee County Clerk's Office, 2024

CITY OF TOPEKA CONTRACT NO. __

INTERLOCAL AGREEMENT/NEIGHBORHOOD REVITALIZATION 2025-2027

This Interlocal Cooperation Agreement (hereinafter referred to as "Agreement") entered into this ____ day of _____, 20____, by and among the City of Topeka, a duly organized municipal corporation hereinafter referred to as "City" and Unified School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights), and 501 (Topeka); the Board of County Commissioners of Shawnee County; Topeka Metro Transit Authority; Metropolitan Topeka Airport Authority; Topeka & Shawnee County Library and Washburn University.

WHEREAS, K.S.A. 12-17,119 and K.S.A. 12-2904 authorize public agencies to enter into interlocal agreements to jointly perform certain functions including neighborhood revitalization; and

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17,114 *et seq.* and any amendments thereto (the "Act"), provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between public agencies to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in the Act, by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide a program for neighborhood revitalization and allow the public agencies within the designated

neighborhood revitalization area to work together to maximize the economic development incentives allowed through the Act. The parties have reviewed the City's neighborhood revitalization plan ("Plan"), and by adoption of this Agreement, agree to work cooperatively to implement the Plan.

2. Administrator. As the parties are not utilizing a separate legal entity to administer the Agreement, the City shall administer the Plan.

3. Financing. The parties will finance the development in the revitalization area and the dilapidated structure identified in the Plan (Menninger Clock Tower) through a property tax rebate which shall be administered according to the Plan. Pursuant to K.S.A. 12-17,118, City will create a neighborhood revitalization fund and Shawnee County will administer distribution of the rebates. Five percent (5%) of the increment in ad valorem property taxes, as defined by the Act, shall be used to pay for administrative costs of the City and Shawnee County in budgeting, implementing and administering the Plan. The five percent (5%) administration fee shall be apportioned sixty-seven percent (67%) to Shawnee County and thirty-three percent (33%) to the City.

4. Duration. Pending approval of the Attorney General and filing with the Shawnee County Register of Deeds and the Secretary of State, this Agreement shall be effective on the date indicated on Page 1 which shall be the same date that the Agreement was executed by the City Manager, notwithstanding that the other parties may have executed this Agreement at an earlier or later date. This Agreement shall expire on December 31, 2027.

5. Termination. The Plan has a duration of three (3) calendar years, commencing January 1, 2025, and ending December 31, 2027. Notwithstanding Section 4, the parties agree that termination of this Agreement by any party prior to December 31, 2027 would adversely impact the Plan, and, consequently, this Agreement may only be terminated with

ninety (90) day's written notice, and further provided such written notice must be received prior to August 1 in the calendar year prior to the tax year the party desires to terminate participation, unless such notice is waived, in writing, by all parties. Any application for a tax rebate submitted to the City prior to receipt of the notice of termination shall, if approved, be considered eligible for the duration of the rebate period set forth in the Plan.

6. Property. No real or personal property shall be acquired, held, or disposed of during the term of this Agreement.

7. Execution. For purposes of executing this Agreement, this document, if signed by electronic signature and transmitted by electronic mail, will be treated as an original document. This Agreement may be executed by each party in one or more counterparts, each of which when so executed shall be an original, and all of which together shall constitute one instrument.

8. Liberal Construction. This Agreement shall be liberally construed to achieve the economic development objectives and purposes of both this Agreement and the Plan. Should any provision of this Agreement be determined to be void, unenforceable, or illegal, such provision(s) shall be null and void, but the remaining provisions shall be unaffected thereby and shall continue to be valid and enforceable.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be modified or amended, except in writing executed by all parties in the same manner as the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives with authority to bind their respective entity.

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

UNIFIED SCHOOL DISTRICT 345 (Seaman)

Superintendent

Date: _____

Attest: _____

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

UNIFIED SCHOOL DISTRICT 437 (Auburn/Washburn)

Superintendent

Date: _____

Attest: _____

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

UNIFIED SCHOOL DISTRICT 450 (Shawnee Heights)

Superintendent

Date: _____

Attest: _____

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

UNIFIED SCHOOL DISTRICT 501 (Topeka)

Superintendent

Date: _____

Attest: _____

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

Board of County Commissioners of Shawnee County

Chairperson

Date: _____

Attest: _____
County Clerk

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SIGNATURE PAGE

**(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)**

Topeka Transit Metro Authority

Board Chairperson

Date: _____

Attest: _____

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

Metropolitan Topeka Airport Authority

Chairperson

Date: _____

Attest: _____

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SIGNATURE PAGE

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

Topeka and Shawnee County Public Library

Chief Executive Officer

Date: _____

Attest: _____

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SIGNATURE PAGE

**(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)**

Washburn University

Jerry B. Farley, President

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)**

CITY OF TOPEKA, KANSAS

Brent Trout, City Manager

Date: _____

ATTEST:

Brenda Younger, City Clerk

(Rest of signature page left intentionally blank)

(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2025-2027)

ATTORNEY GENERAL APPROVAL

The above and foregoing Interlocal Agreement, consisting of ___pages, is approved by the Attorney General of the State of Kansas as provided by K.S.A. 12-2904(g) this ___ day of _____, 20_____.

By _____
Kansas Attorney General's Office
Derek Schmidt, Kansas Attorney General



DRAFT

2025-2027

Prepared by : City of Topeka Planning Department
Dan Warner, AICP, Planning Director
Ann-Marie Driver, AICP, Planner II
Bryson M. Risley, Planner II

City of Topeka, Kansas

Effective January 1, 2025
ADOPTED BY THE CITY OF TOPEKA GOVERNING BODY:

ENTER DATE

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Introduction

This Plan is intended to promote the revitalization of the inner urban area hereinafter described as the Neighborhood Revitalization Area (NRA) of the City of Topeka through the rehabilitation, conservation and redevelopment of the area in order to protect the public health, safety welfare of the residents of the City. More specifically, in accordance with KSA 12-17, 118 (d), a tax rebate incentive will be available to property owners for certain improvements that raise the appraised value of residential property 10% and commercial property 20%.

In accordance with KSA 12-17, 114 et. seq., the Governing Body has held a public hearing and considered the existing conditions and alternatives with respect to the described area, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units (City of Topeka, Shawnee County, USD 501 (Topeka), USD 345 (Seaman), USD 450 (Shawnee Heights), USD 437 (Auburn-Washburn Rural), Washburn University, Topeka-Shawnee County Public Library, Topeka Metropolitan Transit Authority (TMTA), Metropolitan Topeka Airport Authority (MTAA)). Accordingly, the Governing Body has reviewed, evaluated, and found that the described area meets one or more of the conditions contained in KSA 12-17,115 (c).

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

Furthermore, the Governing Body may declare a building outside of a NRA to be a “dilapidated structure” if the structure satisfies the following definition KSA 12-17,115(a): "Dilapidated structure" means a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worthy of preservation.

The boundary of the proposed NRA is intended to reflect the City’s most investment-challenged and deteriorated areas as determined by the City’s Neighborhood Health Map. The NRA includes all designated “Intensive Care” and “At Risk” Census block groups based on the most recent update of the health map in 2017. These areas are deemed to qualify under all of the above criteria (KSA 12-17, 115 (c)).

In addition, some parts of the proposed NRA are outside At Risk/Intensive Care designations. Those areas are included because they either: 1) have been historically “At Risk” since 2000, 2) are part of infill subdivisions or redevelopment areas that were dependent upon and approved under the City’s past Neighborhood Revitalization Plans, 3) are part of minor boundary rounding to make the NRA as contiguous and orderly as possible, or 4) otherwise would qualify under the above criteria (KSA 12-17, 115 (c)). Taken as a whole, the proposed NRA meets legislative and statutory intent of KSA 12-17, 115 (c).

Any boundary expansions should be consistent with the above criteria and the State’s Attorney General’s opinion issued in 1996 which determined that the intent of the legislation was aimed at neighborhood stabilization and preventing deterioration in the central section of the city or more specifically, neighborhoods. The opinion concludes that the governing body must make a finding that the area meets one of the conditions listed in KSA 12-17, 115 (c), that rehabilitation of the

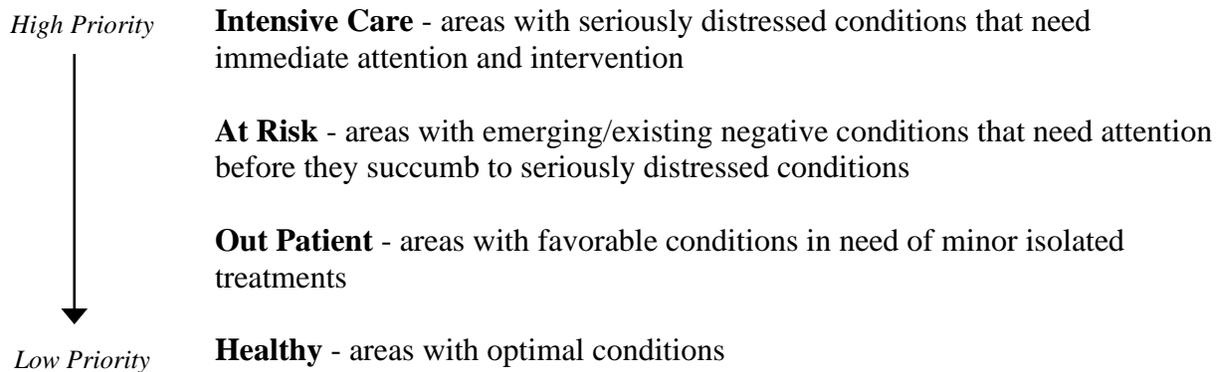
area is necessary to protect the welfare of the municipalities' residents, and that the area should not include the entire municipality.

As a matter of policy, the City of Topeka's NRA is also proposed to be limited in scope to the above areas in order to promote a streamlined and administrative "but for" policy. The inherent presumption of this Plan is that necessary private investments would not occur in these areas "but for" the incentives offered under the Plan. Incentives are approved administratively by City of Topeka staff upon application by the property owner without further proof of need for the incentives. In order to enforce this assumption, the Plan puts forth thresholds for application deadlines to ensure the applicant knew about the program prior to construction and that the investment must create an impactful value increase.

Therefore, this Plan finds the proposed areas are most legally justifiable under State law and provides for a streamlined "but for" test to revitalize the City's most deteriorated sections.

PART 1
DESCRIPTION OF NEIGHBORHOOD REVITALIZATION AREA

The Neighborhood Revitalization Area (Map #1) in general follows the boundaries of *Intensive Care* and *At Risk* neighborhoods as identified in the City of Topeka Neighborhood Health Map. This map most recently updated in 2023, establishes four (4) health classifications for neighborhoods (intensive care, at risk, out patient, and healthy) to determine priorities for re-investment and planning assistance. They are described below in order of priority:



The four health classifications were based on five (5) vital signs that measured the relative health of all neighborhood areas in Topeka. This neighborhood health assessment was used to develop a “triage” approach to revitalization. Those areas that had more “life-threatening” or urgent needs as measured by the vital signs should receive higher priority for treatment over those areas with less urgent needs. These higher priority areas (*intensive care/at risk*) are the focus for neighborhood planning efforts and public re-investment. A summary of the vital signs include:

Poverty (2018-2022 American Community Survey 5-Year Estimates, U.S Census) - High concentrations of poverty are one of the most reliable indicators of performance in school, crime rates, family fragmentation, job readiness, housing conditions, etc.

Public Safety (January 2022 – December 2023, Topeka Police Dept.) – Public Safety, as measured by number of Part 1 crimes reported for the last two full years, is a symptom indicating the local environmental conditions conducive to crime and how well a neighborhood is organized to prevent crime from occurring.

Residential Property Values (July 2023, Shawnee County Appraisers Office) – Property values are in part a reflection of the quality of housing supply and the image of a neighborhood. The median value of a house purchased in Shawnee County was \$122,000 in 2018 (Topeka Association of Realtors).

Single Family Housing Tenure (July 2023 Shawnee County Appraisers Office)

The percentage of homeowners residing in a neighborhood can be an indication of the willingness (or confidence) to invest in the area. The most relevant measure of this is how many single-family dwellings are owner-occupied since these homes were primarily built for individual ownership.

Secured Houses & Unsafe Structures (2023 City of Topeka Special Structures Unit) - A secured house is one of the most evident physical displays that will undermine confidence in an area for investment and precipitates a downward spiral for the block and/or neighborhood.

Vital Sign Ranges (2023)

Neighborhood Health Composite (avg. score)	% of Persons Below Poverty Level (score)	Part 1 Crimes per 100 Persons (score)	Average Residential Property Values (score)	% Owner Occupied Housing Units (score)	Number of Secured and Unsafe Structures Per 100 Properties (score)
Healthy (3.3 - 4.0)	2023: 0 - 9% (4)	0 - 12 (4)	2023: \$134,451 and ↑ (4)	70 - 100% (4)	2023: 0 (4)
Out Patient (2.7 - 3.2)	2023: 10 - 18% (3)	13 - 18 (3)	2023: \$87,447 - \$134,450 (3)	50 - 69% (3)	2023: 0.01 - 0.75 (3)
At Risk (1.9 - 2.6)	2023: 19 - 30% (2)	19 - 28 (2)	2023: \$51,960 - \$87,446 (2)	34 - 49% (2)	2023: 0.76 - 1.75 (2)
Intensive Care (1.0 - 1.8)	2023: 31 - 100% (1)	29 + (1)	2023: \$51,959 and ↓ (1)	0 - 33% (1)	2023: 1.76 and ↑ (1)

Area Profile

Health rankings are determined by averaging all vital sign levels for each neighborhood area. *Intensive care* and *at risk* neighborhoods have the lowest vital sign measurements, and hence are the primary focus of the Neighborhood Revitalization (NR) Area. Below is a comparison profile of the NR Area and non-NR Area

Total Primary Neighborhood Revitalization Area 2023					
Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Intensive Care	35	38.5%	43.4%	2.024	\$67,448
At Risk	18	29.1%	47.3%	1.050	\$74,156
Out Patient	10	11.1%	57.5%	0.878	\$90,930
Total Primary NR Area	19	25.9%	49.5%	1.160	\$77,316

Total Non Neighborhood Revitalization Area 2023					
Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Out Patient	11	17.7%	61.8%	0.56	\$115,743
Healthy	5	8.7%	79.7%	0.13	\$212,709
Total Non NR Area	7	10.6%	75.3	0.25	\$189,507

General Characteristics 2023							
Area	Square Miles	% of Total	#of Parcels	% Total	Vacant Parcels	% Total	
Intensive Care	2.46	3.9%	2,587	5.1%	417	10.2%	
At Risk	7.59	12.0%	8,438	16.5%	1,186	29.1%	
Out Patient	1.85	2.9%	2,510	4.9%	370	9.1%	
Kanza/ USD 501	0.3	0.5%	29	0.06%	3	0.07%	
Total NR AREA	12.15	19.3%	13,535	26.5%	1,973	48.4%	
Non-NR Area	50.95	80.7%	37,612	73.5%	2,107	51.6%	
Total (All Topeka)	63.1	100%	51,147	100%	4,080	100%	

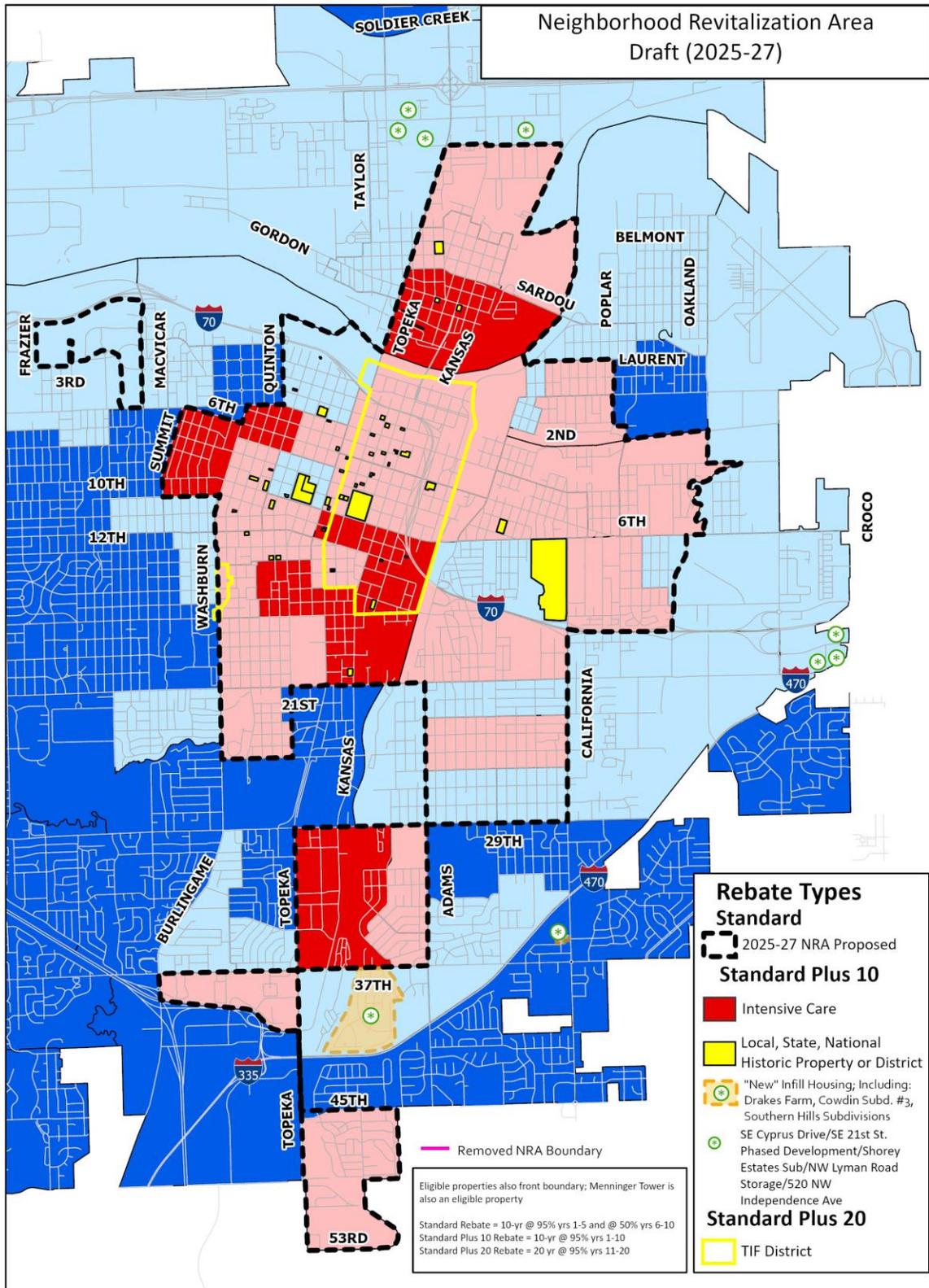
General Characteristics 2023						
Area	2022 Population	% of Total	Total Housing Units (2018 - 2022 ACS)	% of Total	Real Property Valuation (2023)	% of Total
Intensive Care (Primary)	4,595	3.6%	2,221	3.7%	\$588,646,970	6.4%
At Risk (Primary)	20,732	16.4%	10,349	17.3%	\$1,317,793,490	14.2%
Out Patient (Primary)	8,370	6.6%	3,906	6.5%	\$261,039,450	2.8%
Total NR Area	33,697	26.7%	16,476	27.5%	\$2,167,479,910	23.4%
Non NR Area	92,734	73.3%	43,511	72.5%	\$9,268,928,010	100.0%
Total (All Topeka)	126,431	100.0%	59,987	100.0%	11,436,407,920	100.0%

Summary

- The primary NR Area comprises only 19.3% of the land area of Topeka, but contains approximately 48.4% of all vacant parcels in the City.
- The poverty rate in the primary NR Area is two and a half times the poverty rate of the non-NR Area.
- Average residential property values are nearly 145% greater outside of the NR Area than within its boundaries.
- The homeownership rate is substantially greater outside of the primary NR Area boundary (75.3% versus 49.5%).
- 63% of all secured and unsafe structures in the City are located within the NR Area boundary yet only constitute 27.5% of all housing units in the city

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**LEGAL DESCRIPTION OF
Neighborhood Revitalization Area
MAY 2024**

PRIMARY AREA

Beginning at the intersection of the NW Topeka Boulevard and NW Independence Avenue; thence easterly along NW Independence Avenue to its intersection with N Kansas Avenue; thence continuing easterly along NE Independence Avenue to its intersection with NE Meriden Road; thence Southerly along Meriden Road to its intersection with NE Grantville Road; thence southerly along said NE Grantville Road to its intersection with Old Soldier Creek channel; thence easterly along Old Soldier Creek channel to its intersection with the Kansas River; thence southerly along the Kansas River to its intersection with northerly extension of NE Chandler Street; thence southerly along said extension of NE Chandler Street to its intersection with NE River Road; thence northeasterly along NE River Road to its intersection with NE Division Street; thence easterly along NE Division Street to its intersection with NE Sumner Street; thence southerly along NE Sumner Street to its intersection with NE Seward Avenue; thence westerly along NE Seward Avenue to its intersection with Sumner Street; thence Southerly along Sumner Street to its intersection of NE Florence Avenue; thence easterly along NE Florence Avenue to its intersection with NE Golden Avenue; thence southerly along NE Golden Avenue to its intersection with the Mainline Track of the Burlington Northern - Santa Fe Railway; thence easterly along said Mainline Track to its intersection with the East line of the Northeast Quarter of Section 33, Township 11 South, Range 16 East of the 6th P.M.; thence southerly along said East Line to its intersection with SE 2nd Street; thence easterly along SE 2nd Street to its intersection with Deer Creek; thence southerly along Deer Creek to its intersection with SE 6th Avenue; thence westerly along SE 6th Avenue to its intersection with SE Deer Creek Parkway; thence southerly along SE Deer Creek Parkway to its intersection with Interstate Highway 70; thence westerly along Interstate Highway 70 to its intersection with SE California Avenue; thence southerly along SE California Avenue to its intersection with the Centerline of SE 29th Street; thence westerly along SE 29th Street to its intersection with SE Adams Street; thence southerly along SE Adams Street to its intersection with SE 37th Street; thence westerly along SE 37th and SW 37th Street to its intersection with SW Topeka Boulevard; thence southerly along SW Topeka Boulevard to the Northwest corner of the Northwest Quarter of Section 30 Township 12 South Range 16 East of the 6th P.M.; thence easterly along the North Line of said Section 30 to the Northeast corner of the West Half of the Northeast Quarter of said Section 30; thence southerly along the East line of said West Half to the Southeast corner of said West Half; thence westerly along the South line of said West Half to the Southwest corner of said Northeast Quarter; thence southerly along the East line of the Southwest Quarter of said Section 30 to its intersection with the southwesterly right of way line of the Missouri Pacific Railroad, as recorded in Book 4251, page 621; thence South 54 degrees 38 minutes 32 seconds East, 1304.94 feet along said right of way line; thence southeasterly and southwesterly along said right of way line, 1020.98 feet along the arc of a curve to the right, having a radius of 419.28 feet with a chord which bears South 21 degrees 57 minutes 15 seconds West, 786.78 feet; thence South 89 degrees 35 minutes 28 seconds West, 132.83 feet along said right of way line; thence westerly along said right of way line, 249.10 feet along the arc of a curve to the left, having a radius of 613.69 feet with a chord which bears South 77 degrees 55 minutes 31 seconds West, 247.40 feet to the North right of way line of SE 53rd Street; thence South 89 degrees 35 minutes 28 seconds West, 368.63

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feet along the North right of way of SE 53rd Street; thence southerly to the South line of Section 30; thence westerly along the South line of Section 30 to SW Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection of Interstate Highway 470; thence westerly along Interstate Highway 470 to its intersection with Burlingame Road; thence northerly along Burlingame Road to its intersection with SW 37th Street; thence Easterly along SW 37th Street to its intersection with Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection with SW 29th Street; thence Easterly along SW 29th Street and SE 29th Street to its intersection with SE Adams Street; thence northerly along SE Adams Street to its intersection with SE 21st Street; thence westerly along SE 21st Street and SW 21st Street to the Northwest Corner of the Northwest Quarter of Section 7 Township 12 South Range 15 East of the 6th P.M.; thence southerly along the West line of said Quarter Section to its intersection with SW 27th Street; thence westerly along SW 27th Street to its intersection with SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW 11th Street; thence westerly along SW 11th Street to its intersection with SW Woodward Avenue; thence northerly along SW Woodward Avenue to its intersection with SW 10th Avenue; thence westerly along SW 10th Avenue to its intersection with SW Summit Avenue; thence northerly along SW Summit Avenue to its intersection with SW Sixth Avenue; thence easterly SW Sixth Avenue to its SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW Willow Avenue; thence easterly along SW Willow Avenue to its intersection with Quinton Avenue; thence northerly along Quinton Avenue to its intersection with the Centerline of SW 1st Street; thence easterly along SW 1st Street to the West line of Section 30, Township 11 South, Range 16 East of the 6th P.M.; thence northerly along the said West line to its intersection with the south line of a tract of land described in a deed recorded in Book 3384 Page 896, Register of Deeds Office, Shawnee County, Kansas; thence easterly and northeasterly along the south line and east line of said tract of land to the South Bank of the Kansas River; thence northeasterly along the extension of said east line to its intersection with the Kansas River; thence easterly down the Kansas River to its intersection with SW Topeka Boulevard; thence northerly along Topeka Boulevard to the Point of Beginning.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE

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NORTH 00°18'11" EAST, 663.92 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT, ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04" EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON AN ASSUMED BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 825.36 FEET; THENCE ON A BEARING OF NORTH 00°24'22" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER ON A BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 515.96 FEET; THENCE ON A BEARING NORTH 00°25'19" WEST, A DISTANCE OF 2033.61 FEET; THENCE ON A BEARING OF NORTH 44°27'37" EAST, A DISTANCE OF 68.73 FEET; THENCE ON A BEARING OF SOUTH 63°56'06" EAST, A DISTANCE OF 18.56 FEET; THENCE ON A BEARING OF NORTH 19°56'13" EAST, A DISTANCE OF 44.30 FEET; THENCE ON A BEARING OF NORTH 34°34'08" EAST, A DISTANCE OF 25.22 FEET; THENCE ON A BEARING OF NORTH 72°13'53" EAST, A DISTANCE OF 27.65 FEET; THENCE ON A BEARING OF SOUTH 37°05'32" EAST, A DISTANCE OF 14.75 FEET; THENCE ON A BEARING OF SOUTH 54°25'19" EAST, A DISTANCE OF 16.30 FEET; THENCE ON A BEARING OF SOUTH 80°46'21" EAST, A DISTANCE OF 23.15 FEET; THENCE ON A BEARING OF SOUTH 87°13'11" EAST, A DISTANCE OF 11.70 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 74°03'00" EAST, AND A CHORD DISTANCE OF 34.18 FEET) A DISTANCE OF 34.48 FEET; THENCE ON A BEARING OF SOUTH 60°52'49" EAST, A DISTANCE OF 42.96 FEET; THENCE ON A BEARING OF SOUTH 53°28'55" EAST, A DISTANCE OF 108.90 FEET; THENCE ON A BEARING OF SOUTH 31°54'18" EAST, A DISTANCE OF 87.45 FEET; THENCE ON A BEARING OF SOUTH 26°44'08" EAST, A DISTANCE OF 158.72 FEET; THENCE ON A BEARING OF SOUTH 28°30'48" EAST, A DISTANCE OF 137.12 FEET; THENCE ON A BEARING OF SOUTH 35°51'47" EAST, A DISTANCE OF 63.86 FEET; THENCE ON A BEARING OF SOUTH 44°53'50" EAST, A DISTANCE OF 71.01 FEET; THENCE ON A BEARING OF SOUTH 00°10'26" EAST, A DISTANCE OF 305.26 FEET; THENCE ON A BEARING OF SOUTH 41°48'53" WEST, A DISTANCE OF 216.94 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 19°54'50" EAST, AND A CHORD DISTANCE OF 97.23 FEET) A DISTANCE OF 105.78 FEET; THENCE ON A BEARING OF SOUTH 00°01'58" EAST, A DISTANCE OF 78.63 FEET; THENCE ON A BEARING OF SOUTH 34°02'36" EAST, A DISTANCE OF 118.96 FEET; THENCE ON A BEARING OF SOUTH 00°17'22" WEST, A DISTANCE OF 227.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 45°46'21" WEST, AND A CHORD DISTANCE OF 77.15 FEET) A DISTANCE OF 83.79 FEET; THENCE ON A BEARING OF SOUTH 00°06'58" EAST, A DISTANCE OF 142.97 FEET; THENCE ON A BEARING OF SOUTH 86°22'32" WEST, A DISTANCE OF 30.69 FEET; THENCE ON A BEARING OF SOUTH 01°46'13" EAST, A DISTANCE OF 80.18 FEET; THENCE ON A BEARING OF SOUTH 89°57'22" WEST, A DISTANCE OF 20.82 FEET; THENCE ON A BEARING OF SOUTH 00°15'55" WEST, A DISTANCE OF 130.86 FEET; THENCE ON A BEARING OF SOUTH 89°40'17" EAST, A DISTANCE OF 21.15 FEET; THENCE ON A BEARING OF SOUTH 00°20'17" WEST, A DISTANCE OF 28.30 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 118.49 FEET, A CHORD BEARING OF SOUTH 21°22'45" EAST, A CHORD

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DISTANCE OF 60.15 FEET) A DISTANCE OF 60.82 FEET; THENCE ON A BEARING OF SOUTH 32°29'33" EAST, A DISTANCE OF 24.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT(SAID CURVE HAVING A RADIUS OF 194.67 FEET, A CHORD BEARING OF SOUTH 12°51'45" EAST, AND A CHORD DISTANCE OF 80.56 FEET) A DISTANCE OF 81.15 FEET; THENCE ON A BEARING OF SOUTH 01°52'31" EAST, A DISTANCE OF 26.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.081 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD, IF ANY.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK SUBDIVISION. CONTAINS APPROXIMATELY 10.39-ACRES, MORE OR LESS.

EXCEPT

The property commonly known as the 501 Sports Complex and legally described as follows: A tract of land in the Southeast Quarter of Section 26, Township 11 South, Range 15 East of the Sixth Principal Meridian, described as follows: Beginning at a point on the West line, 30.00-foot North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40 seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-foot; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-foot; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-foot; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-foot; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-foot; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-foot; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-foot; thence South 00 degrees, 24 minutes, 53 seconds East, 1, 344.97-foot to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-foot to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

(AND IN ADDITION)

Cowdin Subdivision No. 3, according to the recorded plat thereof.

(AND IN ADDITION)

Southern Hills Subdivision "A", Southern Hills Subdivision "B", and Southern Hills Subdivision "C" according to the recorded plats thereof. Contains approximately 110.8 acres.

(AND IN ADDITION)

Drakes Farm Subdivision, according to the recorded plat thereof.

(AND IN ADDITION)

3528 SE Cyprus Drive - Lot 1, Block A, Croco Park Subdivision

(AND IN ADDITION)

Lot 1, Block A, Altair Heights Subdivision No. 3, less street right-of-way.

(AND IN ADDITION)

3526 SE 21st Street – Lots 1, 3, and 4, Block A, Altair Heights Subdivision No. 6 and Lot 1, Block A, Altair Heights No. 7

(AND IN ADDITION)

Lot 1, Block A, Marlings Business Park Subdivision

(AND IN ADDITION)

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: Enter Date*

Lot 1, Block A, and Lot 13, Block B, Shorey Estates Subdivision

(AND IN ADDITION)

Lot 8, Block A, Kaw Valley Plaza Subdivision”

OUTSIDE REVITALIZATION AREA; ‘DILAPIDATED STRUCTURE’:

(Menninger Clock Tower Building)

A portion of Lot 1, Block A, Menninger Foundation Subdivision, being situated in the Southwest Quarter of Section 28, Township 11 South, Range 15 East of the 6th P.M., in the City of Topeka, Shawnee County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter, being a point on the West line of Menninger Foundation Subdivision; thence on an assumed Azimuth of 179 degrees 17 minutes 46 seconds coincident with the West line of said Menninger Foundation Subdivision, a distance of 638.96 feet; then on Azimuth 89 degrees 17 minutes 46 seconds, perpendicular to the West line of Menninger Foundation Subdivision, a distance of 898.87 feet to the Point of Beginning; thence on Azimuth 88 degrees 07 minutes 19 seconds, a distance of 329.86 feet; thence on Azimuth 177 degrees 11 minutes 06 seconds, a distance of 250.36 feet; thence on Azimuth 183 degrees 05 minutes 12 seconds, a distance of 141.29 feet; thence on Azimuth 194 degrees 58 minutes 13 seconds, a distance of 66.17 feet; thence on Azimuth 177 degrees 47 minutes 10 seconds, a distance of 178.14 feet; thence on Azimuth 267 degrees 50 minutes 09 seconds, a distance of 275.83 feet; thence on Azimuth 357 degrees 50 minutes 17 seconds, coincident with centerline of an existing access road recorded in Book 4314, Page 099 in the Register of Deeds Office for Shawnee County, a distance of 431.62 feet; thence on Azimuth 317 degrees 14 minutes 41 seconds, a distance of 39.39 feet; thence on Azimuth 358 degrees 10 minutes 19 seconds, a distance of 172.54 feet to the Point of Beginning.

PART 2
APPRAISED VALUATION OF REAL PROPERTY

The appraised valuation of the Menninger Clock Tower and the real estate contained in the Neighborhood Revitalization Area as of July, 2023 for each parcel by land and building values is on file in the office of the Shawnee County Appraiser. The January 1, 2024 appraised valuation for the 13,548 parcels contained in the area is:

Land	\$ 266,766.250
<u>Improvements</u>	<u>\$ 1,961,021.080</u>
Total Appraised Valuation	\$ 2,227, 787. 330

Updated values from Shawnee County Appraiser, May 2024

PART 3
LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of the Menninger Clock Tower and each parcel of land is listed together with the corresponding address on file in the office of the Shawnee County Appraiser (<http://www.snco.us/ap/>).

PART 4
EXISTING ZONING BOUNDARIES
&
EXISTING/PROPOSED LAND USES

Descriptions of zoning districts, current boundaries, existing land uses, and future land use maps within the Neighborhood Revitalization Area are all found on file in the Topeka Planning Department or at www.topeka.org/planning

PART 5
MAJOR IMPROVEMENTS
PROPOSED FOR NEIGHBORHOOD REVITALIZATION AREA

A list of the proposed major improvements within the Neighborhood Revitalization Area are identified within the adopted neighborhood and area plans of the City’s Comprehensive Plan. Copies of those plans are on file with the Topeka Planning Department and on-line at www.topeka.org/planning

- Topeka Land Use and Growth Management Plan (2015)
- Central Highland Park Neighborhood Plan (2010)
- Ward-Meade Neighborhood Plan (2001/2010)
- Chesney Park Neighborhood Plan (1998/2009)
- Central Park Neighborhood Plan (1998/2008/2019)
- Hi-Crest Neighborhood Plan (2015)
- North Topeka West (2016)
- Historic North Topeka East (2013)
- Holliday Park Neighborhood Plan (1998/2008/2023)
- Oakland Neighborhood Plan (2004/2014)
- Hi-Crest Neighborhood Plan (2003)
- Old Town Neighborhood Plan (2003)
- East Topeka Neighborhood Revitalization Plan (2002)
- Downtown Topeka Redevelopment Plan (2001)
- Elmhurst Neighborhood Plan (2001)
- Tennessee Town (2001/2017)
- Washburn-Lane Parkway Plan (2001)
- Quinton Heights Neighborhood Plan (2018)
- East Topeka North Neighborhood Plan (2020)
- Downtown Master Plan (2021)
- Valley Park Neighborhood Plan (2021)

Proposed housing, infrastructure, and public facility improvements within these plans are intended to guide the City’s future resource allocation as targeted within the Neighborhood Revitalization Area. Actual approved resource allocations are found with the City’s Capital Improvement Budget and Consolidated Plan.

PART 6
STATEMENT SPECIFYING THE ELIGIBILITY REQUIREMENTS
FOR A TAX REBATE

Residential New Construction/Rehabilitation

All properties with residential improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 10%.

Commercial New Construction/Rehabilitation

All properties with commercial, office and institutional, and industrial improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 20%.

PART 7

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (a) Construction of an improvement must have begun on or after January 1, 2025. Such improvement project shall remain eligible in the event the neighborhood revitalization plan is extended beyond 2027 by a subsequent ordinance. An improvement project constructed pursuant to a building permit and an application for tax rebate filed before January 1, 2025, may be eligible for a rebate under the Neighborhood Revitalization Program created by City Ordinance No. xxxxx.
- (b) A rebate application must be filed prior to or within sixty (60) days of the issuance of a building permit or initiation of work (if no building permit is required) as determined by the Planning Director. An application determined to be “out-of-time” shall be accepted by the Planning Director if the applicant can demonstrate that prior to commencing the improvements, he or she intended to use the program’s benefits for the specific improvement proposed in the application. Some factors that may be used to determine the intent and prior knowledge of the program include previous written or verbal communication with city staff, contractors, or other interested parties in the project. The fact that the applicant was not made aware of the program by city staff shall not be used as a factor in this determination. An application shall not be accepted “out-of-time” if the building permit was issued to correct a past zoning or building code violation. The applicant must submit all evidence in writing that supports the above criteria to the Planning Department within one (1) year of the issuance of the building permit. The applicant may appeal the Planning Director’s decision to the City Manager who has final authority over the matter.
- (c) The improvements must conform with the Comprehensive Plan, design guidelines within applicable elements of the Comprehensive Plan and Title 18 Comprehensive Zoning Regulations, including adopted Neighborhood Conservation Districts in effect at the time the improvements are made.
- (d) New and existing improvements on the property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.
- (f) Commercial or industrial property eligible for tax incentives under any adopted Neighborhood Revitalization Plan and Topeka's existing tax abatement program pursuant

to Article 11, Section 13 of the Kansas Constitution and TMC Chapter 3.55, may receive one exemption/rebate per project from the City as a tax incentive.

- (g) Any property that fronts a public street boundary of the Neighborhood Revitalization Area shall be eligible for the rebate, except those properties that front a public highway.

PART 8

CONTENTS OF APPLICATION FOR TAX REBATE

Part 1 - General Information (Completed by applicant)

- (a) Owner's Name and applicant's name
- (b) Owner's Mailing Address.
- (c) School District No.
- (d) Parcel I.D. No.
- (e) Building Permit No. and copy of permit
- (f) Address of Property.
- (g) Legal Description of Property
- (h) Day Phone Number.
- (i) Proposed Property Use.
- (j) Improvements (Attach itemized list of improvements)
- (k) Estimated Cost of Improvements
- (l) Proof of Historical Register Listing or nomination.
- (m) List of Buildings and Improvements proposed to be or actually demolished.
- (n) Date of commencement of construction.
- (o) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

- (a) County Appraiser's Statement of Percentage Test.
- (b) County Clerk's Statement of Tax Status.
- (c) Planning's Statement of Application Conformance for Tax Rebate.

PART 9

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: Enter Date*

APPLICATION PROCEDURE

- (a) The owner/applicant shall obtain an Application for Tax Rebate from Topeka Planning Department, or concurrent with obtaining a building permit application.
- (b) The applicant shall complete and sign the application and file the original with Planning, prior to or within sixty (60) days of issuance of the building permit or as permitted under Part 7(b).
- (c) Planning shall forward the application to the Shawnee County Appraiser's Office for determination of the appraised valuation of the improvements and when necessary for designated historic properties, shall indicate the base tax year in order to determine the property's pre-demolition value for historic resources or landmarks that were demolished to make way for the improvements.
- (d) On or about January 1, the County Appraiser shall conduct an on-site inspection of the construction project, determine the new valuation of the real-estate, complete his portion of the application, and report the new valuation to the Shawnee County Clerk by June 1 of that same year. The tax records on the project shall be revised by the County Clerk's Office.
- (e) Upon determination by the Appraiser's office that the improvements meet the percentage test for rebate and the Clerk's office has determined the status of the taxes on the property, Planning shall certify to the County Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.
- (f) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Shawnee County to the other taxing units, a tax rebate in the amount of the tax increment (less any fees as specified in the Interlocal Agreement) shall be made to the applicant.

The tax rebate amount will be based on the appraised property value increment between the application year and the completion year directly attributable to the improvement itself. The actual rebate may vary year to year depending upon the approved mill levy for all participating taxing jurisdictions. The tax rebate shall be made by Audit and Finance, Shawnee County through the Neighborhood Revitalization Fund established in conjunction with the City of Topeka and the other taxing units participating in an Interlocal Agreement.

PART 10
STANDARDS AND CRITERIA FOR APPROVAL

- (a) Project improvements shall be 100% complete within two years of building permit issuance or 100% complete within two years of beginning construction on the listed improvements (if permits are not required.).
- (b) The appraised value of residential property must be increased by a minimum of 10%.
- (c) The appraised value of commercial and industrial property must be increased by a minimum of 20%.
- (d) New improvements must conform with all applicable codes, rules, and regulations in effect at the time the improvements are made, including zoning regulations and design guidelines adopted by the Governing Body, for the length of the rebate.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.

PART 11

STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2024.

Rebate Period:

All Eligible Uses – Administrative Approval	10 years
All Eligible Uses – Governing Body Approval	11-20 years

Rebate Amount*:

Standard Rebate:	
- All Eligible Uses Not Specified In Areas Below	95% (years 1-5) 50% (years 6-10)

Standard Plus 10 Rebate:	
- “Intensive Care” areas (2020 Neighborhood Health Map)	95%
- National/State Register/Properties and Districts and Local Historic Properties/Districts	95%
- “New” Infill Housing (Single and Multi-Family); including: new Single-family houses only in Cowdin Subd. #3 and Southern Hills Subd. A, B, and C, Drakes Farm Subdivision, Shorey Estates	95%

Standard Plus 20 Rebate:	
- TIF District	
- Minimum \$10,000,000 investment	
- Primary use is residential	
- “But-For” Test/Study	
- Governing Body Approval	95%

*5 % to remain in Neighborhood Revitalization Fund for administrative costs.

Part 12

OTHER MATTERS

1. The governing body may declare a building outside of a neighborhood revitalization area to be a “dilapidated structure” if it satisfies the conditions set forth in subsection (a) of KSA 12-17, 115. A “dilapidated structure” is defined as a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worth of preservation. Pursuant to K.S.A. 12-17,117(b), the governing body may determine a structure outside the boundary is a ‘dilapidated structure’ and, as such, is eligible for consideration of a property tax rebate for the following reasons:

- The building is a dilapidated structure due to its long vacancy and current boarded condition,
- The building is historic and is listed on the National Register of Historic Places and is worthy of preservation.

Prior to acceptance of a tax rebate application for projects involving a ‘dilapidated structure’, the applicant must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

- The Menninger Clock Tower was approved as a delapidated structure with the approval of the 2022-2024 NRP plan and remains in effect.

2. The governing body may designate certain projects to have up to a 20-year rebate period, provided all of the following criteria are satisfied:

- The project is located within an existing Tax Increment Financing District (TIF) within the NRP Area

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- The primary use is residential
- The project has a minimum investment of \$10,000,000
- The project submits a but-for analysis that demonstrates the need for the longer rebate period.

Should the governing body determine that the project meets the criteria, the property will be removed from the TIF district in accordance with Ordinance No. 20228. Prior to acceptance of a tax rebate application, projects must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

SHAWNEE COUNTY TAX LEVY SCHEDULE 2023

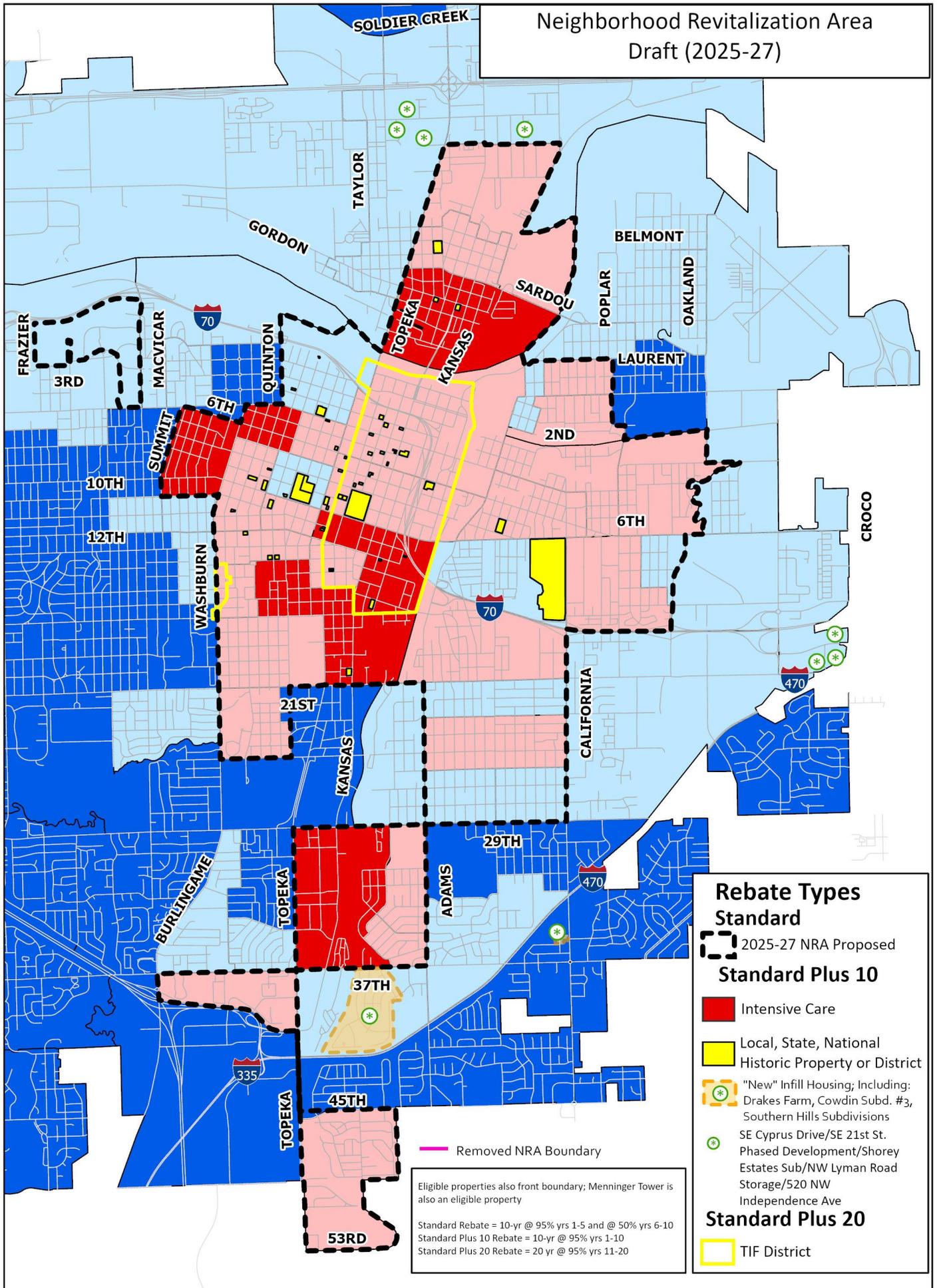
Tax Levies per \$1,000 Assessed Valuation

	2023 Levy	% of Total Levy
Shawnee County	48.653	34.41%
City of Topeka	36.952	26.13%
USD 501 (Topeka)	37.791	26.73%
Washburn University	3.45	2.44%
Topeka-Shawnee County Public Library	8.192	5.79%
TMTA (Transit)	4.2	2.97%
MTAA (Airport)	2.157	1.53%
Total	141.395	100%
Shawnee County	48.653	33.09%
City of Topeka	36.952	25.13%
USD 345 (Seaman)	43.422	29.53%
Washburn University	3.45	2.35%
Topeka-Shawnee County Public Library	8.192	5.57%
TMTA (Transit)	4.2	2.86%
MTAA (Airport)	2.157	1.47%
Total	147.026	100%
Shawnee County	48.653	33.07%
City of Topeka	36.952	25.12%
USD 450 (Shawnee Heights)	43.501	29.57%
Washburn University	3.45	2.35%
Topeka-Shawnee County Public Library	8.192	5.57%
TMTA (Transit)	4.2	2.86%
MTAA (Airport)	2.157	1.47%
Total	147.105	100%
Shawnee County	48.653	32.29%
City of Topeka	36.952	24.52%
USD 437 (Auburn Washburn Rural)	47.092	31.25%
Washburn University	3.45	2.29%

Topeka-Shawnee County Public Library	8.192	5.44%
TMTA (Transit)	4.2	2.79%
MTAA (Airport)	2.157	1.43%
Total	150.696	100%

Source: Shawnee County Clerk's Office, 2024

Neighborhood Revitalization Area Draft (2025-27)



Rebate Types

Standard

- 2025-27 NRA Proposed

Standard Plus 10

- Intensive Care

Standard Plus 20

- Local, State, National Historic Property or District
- "New" Infill Housing; Including:
 - Drakes Farm, Cowdin Subd. #3, Southern Hills Subdivisions
 - SE Cyprus Drive/SE 21st St. Phased Development/Shorey Estates Sub/NW Lyman Road Storage/520 NW Independence Ave
- TIF District

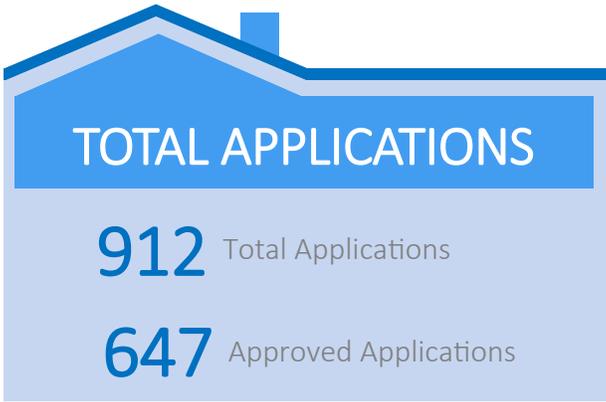
Removed NRA Boundary

Eligible properties also front boundary; Menninger Tower is also an eligible property

Standard Rebate = 10-yr @ 95% yrs 1-5 and @ 50% yrs 6-10
 Standard Plus 10 Rebate = 10-yr @ 95% yrs 1-10
 Standard Plus 20 Rebate = 20 yr @ 95% yrs 11-20

Neighborhood Revitalization Program

Term Years 1995-2024



TOTAL INVESTED

515 MILLION DOLLARS

IN BOTH COMMERCIAL AND RESIDENTIAL PROPERTIES

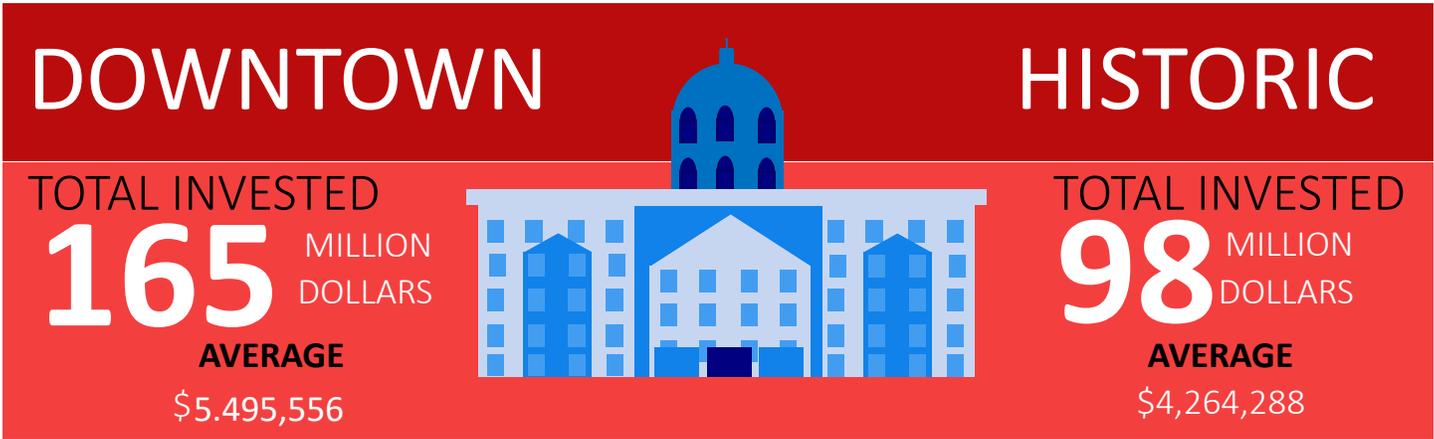
\$389 million
COMMERCIAL

\$141 million
RESIDENTIAL

1995-2023 **TAX REBATE AMOUNT PAID** **\$63,215,296**

\$34,038,676 **NEW TAX GENERATED** ²⁰⁰⁶⁻²⁰²³

FOR EVERY DOLLAR REBATED **\$8** ARE INVESTED

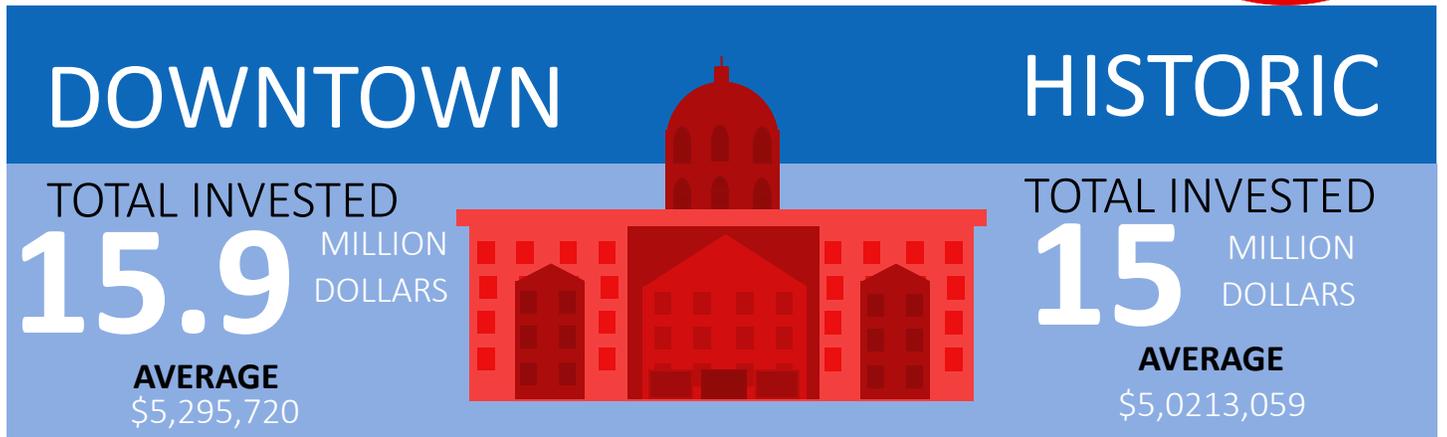
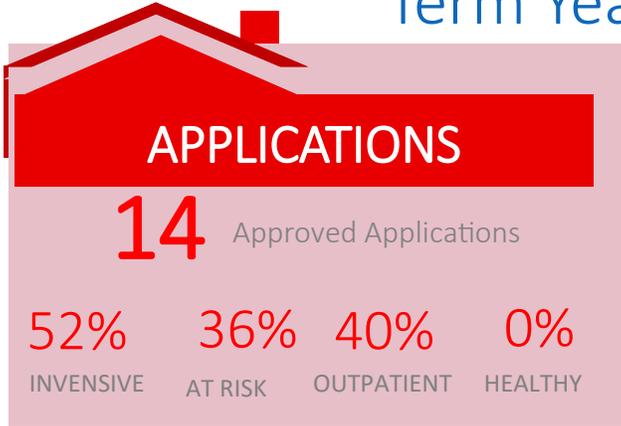


Neighborhood Health 2004-2024

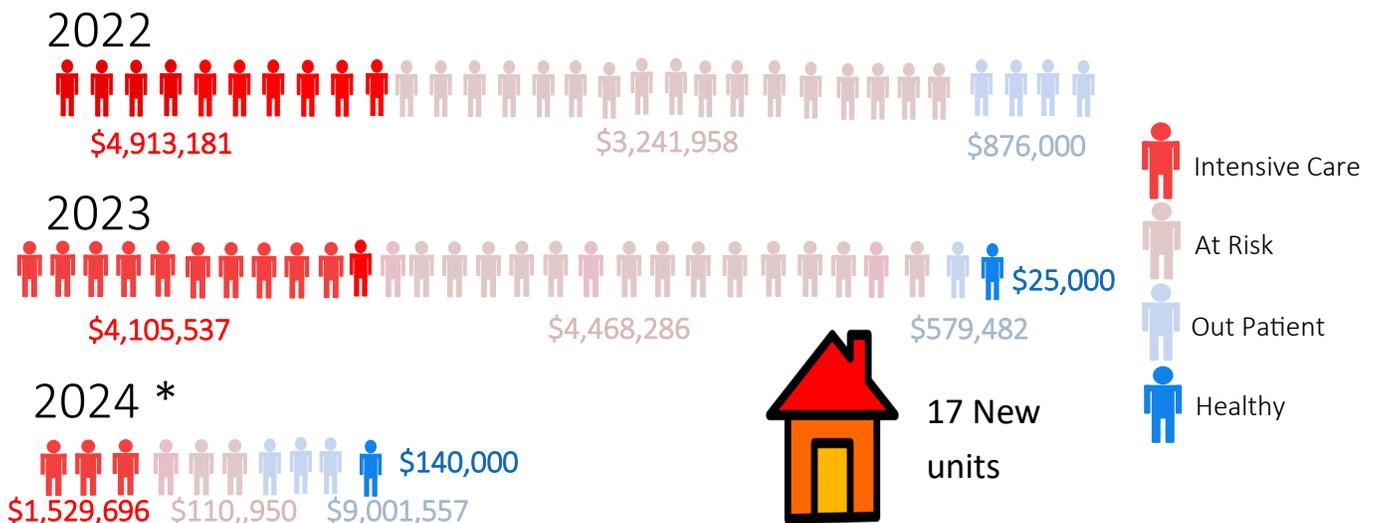
INTENSIVE CARE	\$52,412,754	14%
AT RISK	\$212,369,359	56%
OUTPATIENT	\$80,586,612	21%
HEALTHY	\$30,636,867	8%

Neighborhood Revitalization Program

Term Years 2022-2024

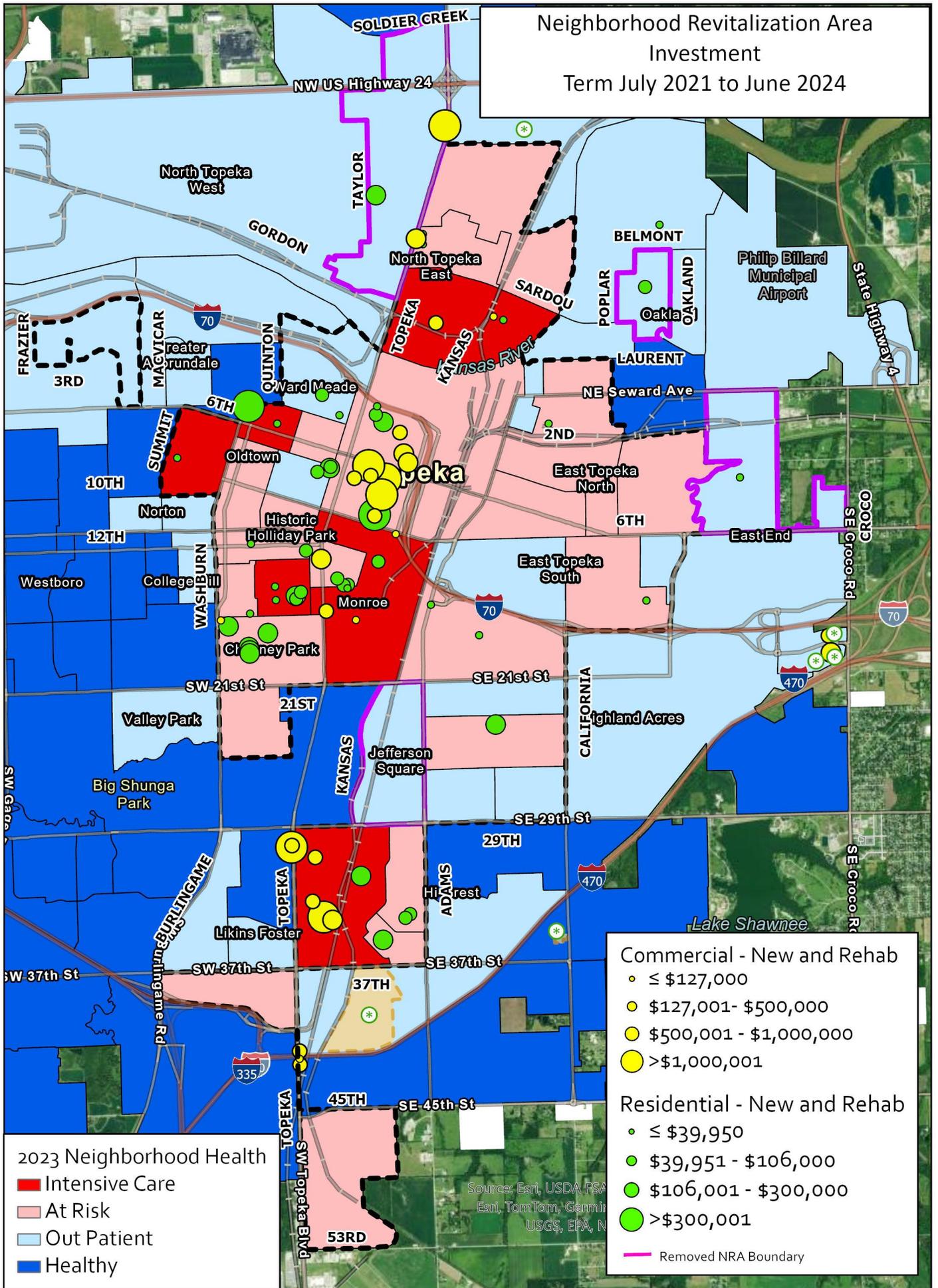


Neighborhood Health Applications and Investments



2024 Applications Pending

Neighborhood Revitalization Area
Investment
Term July 2021 to June 2024



2023 Neighborhood Health

- Intensive Care
- At Risk
- Out Patient
- Healthy

Commercial - New and Rehab

- ≤ \$127,000
- \$127,001 - \$500,000
- \$500,001 - \$1,000,000
- >\$1,000,001

Residential - New and Rehab

- ≤ \$39,950
- \$39,951 - \$106,000
- \$106,001 - \$300,000
- >\$300,001

— Removed NRA Boundary

Source: Esri, USDA FSA
Esri, TomTom, Garmin
USGS, EPA, N

Applicant/Owner	Property Address	Parcel ID	Type of Improvement	NIA	Estimate	Approved	2022 value	2023 Value	2024 Value
2022									
Mercury Real Estate Holdings LLC	1100 Walnut St, Ste 2050	1341803005005000	Commercial		\$3,060,823.00	APPROVAL	\$1,979,910.00	\$2,000,800.00	
Abraham Properties	1700 SW Washburn	1410104007003000	Commercial	Chesney Park	\$42,700.00	INCOMPLETE	\$359,000.00		
Edward Whitlock	4021 SW 10th	890973602020010	Single Family Rehab	Old Town	\$80,000.00	APPROVAL	\$18,590.00	\$19,890.00	\$29,500.00
Van Buren St Lofts LLC	306 SW Van Buren	1093101012002000	New Multi Family	Downtown	\$150,000.00	APPROVAL	\$118,400.00	\$1,224,900.00	
SW Holdings LLC (Anthony Singer)	1908 SW Buchanan	1410104018004010	New single Family	Chesney Park	\$160,000.00	APPROVAL	\$1,290.00	\$15,070.00	\$134,920.00
SW Holdings LLC (Anthony Singer)	1523 SW Polk	1330602021016000	Single Family New	Central Park	\$160,000.00	APPROVAL	\$1,150.00	\$2,290.00	\$126,490.00
SW Holdings LLC (Anthony Singer)	1813 SW Central Park	1410104012016000	Single Family New	Central Park	\$160,000.00	APPROVED	\$2,570.00	\$15,070.00	\$134,920.00
Performance Tire and Auto	1634 SW Topeka Blvd	1330602029008000	Commercial Rehab	Monroe	\$402,009.00	APPROVAL	\$240,500.00	\$407,300.00	
SW Holdings LLC (Anthony Singer)	1914 SW Buchanan	1410104018005000	New single Family	Chesney Park	\$160,000.00	APPROVAL	\$700.00	\$15,070.00	\$136,830.00
SW Holdings LLC (Anthony Singer)	1920 SW Buchanan	1410104018006000	New single Family	Chesney Park	\$160,000.00	APPROVAL	\$1,410.00	\$15,320.00	\$137,080.00
Holiday Square Partners- Interior Site	3001 SW Topeka Blvd	1461301001001050	Commercial Rehab		\$350,000.00	APPROVAL	\$1,254,300.00	\$2,390,000.00	\$2,608,100.00
Hicks Block LLC	825 N Kansas Avenue	1092902036017000	Commercial rehab	N Topeka E	\$150,000.00	APPROVAL	\$156,100.00	\$292,300.00	
SENT Holdings	508 SE 34th	1341804012041000	Single Family New	Hi Crest	\$105,093.09	INCOMPLETE	\$23,150.00	\$63,000.00	
1508 SW Polk	1508 SW Polk	330602022006000	Single Family Rehab	Central Park	\$50,000.00	INCOMPLETE	\$70,500.00	\$75,440.00	\$99,200.00
WRG Investments LLC	3401 S Kansas Ave	1341803005011000	Commercial Rehab	Hi Crest	\$550,000.00	APPROVAL	\$532,300.00	\$1,159,200.00	
CMB Projects LLC	318 SW Polk	1093102006009000	Multifamily Rehab	Ward Meade	\$25,000.00	APPROVAL	\$24,640.00	\$52,400.00	
Zulu Warriors LLC	1640 SW Buchanan	1410101027013000	Single Family Rehab	Central Park	\$13,000.00	APPROVAL	\$36,100.00	\$75,900.00	
CMB Projects LLC	1323 NE Michigan	1052104012012000	Single Family Rehab	Oakland	\$30,000.00	APPROVAL	\$41,910.00	\$72,000.00	
CMB Projects LLC	512 SW Buchanan	973601010008000	Single Family Rehab	Ward Meade	\$31,000.00	APPROVAL	\$17,230.00	\$62,900.00	
American Services, Inc.	1303 NE Atchison	1093201011009000	Single Family Rehab	Oakland	\$28,500.00	APPROVAL	\$26,600.00	\$51,100.00	
American Services, Inc.	921 SW Jewel	973602027040000	Single Family Rehab	Old Town	\$37,500.00	APPROVAL	\$45,870.00	\$69,700.00	
American Services, Inc.	508 Sardou	1092901010019000	Commercial Rehab	N Topeka E	\$22,000.00	APPROVAL	\$22,700.00	\$66,800.00	
East Bound and Down LLC	1801 NE Chandler	1330503016001000	Single Family Rehab	Central Highland Park	\$27,500.00	INCOMPLETE	\$13,060.00	\$14,890.00	\$15,780.00
East Bound and Down LLC	218 SW Western	1093003015011000	Single Family Rehab	Ward Meade	\$50,000.00	INCOMPLETE	\$11,220.00	\$39,200.00	\$48,900.00
East Bound and Down LLC	545 NE Sardou	1092901011007000	Single Family Rehab	N Topeka E	\$32,000.00	INCOMPLETE	\$11,290.00	\$20,780.00	\$20,920.00
Erik and Laura Knox	4026 S Topeka Blvd	1341903004005000	Commercial Rehab		\$270,000.00	APPROVED	\$245,500.00	\$455,980.00	\$521,900.00
Fairvan Land Investments	1410 NW Topeka Blvd	1042003022005000	New Commercial	North Topeka West	\$586,758.00	APPROVED	\$77,780.00	\$275,190.00	\$326,110.00
Osborne Construction & Development	316 SW 33rd St	1341803002003000	Commercial Rehab	Hi Crest	\$190,000.00	INCOMPLETE	\$146,600.00	\$167,100.00	\$165,600.00
Clinton Self Storage Bldg E	3528 SE Cyprus Dr.	1320304002001000	Commercial		\$226,000.00	APPROVAL	\$0.00	\$33,560.00	\$355,600.00
TRM Communications Inc	323 S Kansas Ave	1093101011009000	Commercial	Downtown	\$251,256.00	APPROVAL	\$488,900.00	\$687,900.00	
Applicant/Owner	Property Address	Parcel ID	Type of Improvement	NIA	Estimate	Approved	2022 value	2023 Value	

2023									
AIM Strategies LLC	735 S Kansas Ave	1093104006010000	New Commercial	Downtown	\$2,879,229.00	Incomplete	\$18,750.00	\$601,750.00	
Van Buren St Development LLC	306-308 SW Van Buren	891093101012002	Multi Family Rehab	Downtown	\$300,000.00	Incomplete			
Midwest Housing Solutions LLC	1255 SW Tyler	1330602006019000	Multi Family Rehab	Historic Holiday Park	\$51,361.00	APPROVED	\$107,260.00	\$242,500.00	
SENT Holding Inc	304 SE Pinecrest	1341804018024000	Single Family Rehab	Hi-Crest	\$121,497.42	APPROVED	\$30,680.00	\$93,600.00	
Midwest Housing Solutions	948 NE Wabash Ave	1082801023002000	Multi Family Rehab	Oakland	\$100,000.00	Incomplete	\$55,740.00	\$61,800.00	
Potwin Lofts LLC	400 SW Washburn Ave	890973601004002	Multi Family Rehab	Ward Meade	\$900,000.00	Incomplete	\$183,210.00	(C)\$151330(R)\$208670	
Watson Real Estate Development LLC	1311 SE Lott St	1330801017003000	New Single Family	Central Highland Park	\$125,000.00	Incomplete	\$2,910.00	\$2,910.00	
Kronos Construction LLC	1705 NW Polk St	1041904003003000	New Single Family	North Topeka West	\$125,000.00	Incomplete	\$5,950.00	\$5,950.00	
Kronos Construction LLC	1734 SW Lane St	1410104006013000	New Single Family	Chesney Park	\$125,000.00	Incomplete	\$2,820.00	\$2,820.00	

SENT Holdings LLC	449 SE 34th Street	1341804016007000	Single Family Rehab	Hi Crest	\$63,834.36	APPROVED	\$25,460.00	\$76,000.00
Still Producing LLC	703 SW Tyler	1091020310210000	multi family rehab	Old Town	\$175,000.00	APPROVED	\$19,550.00	\$183,800.00
Capital Belt and Supply Inc	1718 S Kansas Ave	1330604006009000	Commercial rehab	Monroe	\$36,000.00	APPROVED	\$94,500.00	\$120,800.00
SENT Topeka LLC	3135 SE Irvingham	1341801005010000	Single Family Rehab	Hi Crest	\$242,000.00	APPROVED	\$1,180.00	\$168,600.00
Tanner Pyle	1416 NW Van Buren	1042003020006000	Single Family Rehab	North Topeka East	\$30,000.00	APPROVED	\$39,990.00	\$108,400.00
Midwest Housing Solutions LLC	1500 SW Van Buren	1330602026006000	Multi Family Rehab	Monroe	\$39,950.00	Incomplete	\$50,140.00	\$63,100.00
Midwest Housing Solutions LLC	1529 SW Polk St	1330602021014000	Multi Family Rehab	Central Park	\$67,970.00	Incomplete	\$67,210.00	\$77,200.00
Midwest Housing Solutions LLC	1438 SW Van Buren	1330602015013000	Multi Family Rehab	Monroe	\$72,155.00	Incomplete	\$49,790.00	\$53,600.00
Midwest Housing Solutions LLC	1420 SW Harrison	1330602016011000	Multi Family Rehab	Monroe	\$60,476.00	Incomplete	\$33,400.00	\$30,400.00
Midwest Housing Solutions LLC	1441 SW Van Buren	1330602016017000	Multi Family Rehab	Monroe	\$69,910.00	Incomplete	\$60,850.00	\$75,900.00
AIM Strategies LLC	913 S Kansas Ave	1093104013013000	Commercial rehab	Downtown	\$478,910.00	Incomplete	(C)\$126100(R) \$154800	(C)\$127300(R) \$156400
Elk Properties LLC	4100 SW Topeka Blvd	13419030050010000	Commercial rehab	N/A	\$25,000.00	APPROVED	\$47,400.00	\$326,700.00
Maribel NMN Soto Meraz	1328 NW Van Buren St	1042003024004000	Single Family Rehab	North Topeka East	\$30,000.00	Incomplete	\$24,410.00	\$26,700.00
Still Producing LLC	701 SW Tyler	1093102031001000	Single Family Rehab	Old Town	\$52,000.00	APPROVED	\$33,540.00	\$107,700.00
JRS Equity LLC (Chuck Stratman)	2031 NW Topeka Blvd	1042002003001010	Commercial New	N Topeka West	\$1,600,000.00	Incomplete	\$280,920.00	\$230,200.00
Kanza OZ LLC Attn: Frank Meade	1015 SE Monroe	1093104017001010	Commercial New	Downtown	\$126,000.00	APPROVED	\$58,800.00	\$189,880.00
Still Producing Inc	1605 SW Fillmore Ave	1410101029001000	Single Family Rehab	Central Park	\$2,000.00	APPROVED	\$15,180.00	\$123,700.00
Schultz Development / Chris Schultz	909-911 S Kansas Avenue	1093104013014000	Multi Family Rehab	Downtown	\$579,482.00	APPROVED	(C)\$318000(R) \$64000	(C)\$503700(R)\$141900
Beckley Chiropratic / Amber Jensen	214-216 SW 7th Street	1093101028010000	Commercial Rehab	Downtown	\$451,031.00	Incomplete	\$224,500.00	\$227,900.00
TK Enterprises LLC	3111 SW Van Buren	1341802004001000	Commercial Rehab	Hi Crest	\$249,500.00	Incomplete	\$601,100.00	\$601,100.00

Applicant/Owner Property Address Parcel ID Type of Improvement NIA Estimate

2024

Astra IC Partners LLC	627 S Kansas Ave	1093104003005000	Commercial Rehab	Downtown	\$3,499,539.00
Astra IC Partners LLC	633 S Kansas Ave	1093104003005010	Commercial Rehab	Downtown	\$5,502,018.00
Elk Properties (Erik / Laura Knox)	4150 SW Topeka Blvd	1341903005003000	Commercial Rehab		\$140,000.00
424 QOZB LLC	424 S Kansas Avenue	1093101020002000	Commercial Rehab	Downtown	\$900,000.00
Townsite Plaza LLC	200 SE 6th Avenue	1093101021004000	Commercial Rehab	Downtown	\$600,000.00
Shawn and Sara Fields	206 SE Harrison	1093101006004000	Residential Rehab	Downtown	\$29,696.00
Jon Sitlington	941 SE Wear Avenue	8913204010170070	Residential Rehab		\$12,000.00
Midwest Housing Solutions	727 SW Polk Street	1093102030017000	Residential Rehab	Old Town	\$74,150.00
Still Producing LLC	1415 SW Fillmore	14101016006000	Residential Rehab	Central Park	\$24,800.00
Andrea Ferrell	224 SE Norwood	10823403009002000	Residential Rehab	East End	\$31,800.00
Wheat State Real Estate LLC	222 SW 7th Street	891093101028009	Commercial Rehab	Downtown	\$2,567,168.00
SENT Topeka	238 SE 35th Terrace	1341804019036000	Residential Rehab	Hi-Crest	\$109,863.41
Arla's Retirement	3300 SE Fremont	1341804005002000	Residential Rehab		\$43,200.00
Arla's Retirement	3304 SE Fremont	1341804005002000	New Single Family		\$69,500.00
DGMR Associates LLC	NW Lyman	1041804007012000	New Commercial	N Topeka W	\$1,500,000.00
Still Producing LLC	2534 SE Indiana	1330804007010000	Single Family Rehab	Central Highland Park	\$26,700.00
Taylor Rental LLC	2704 NW Topeka Blvd	1041702001014010	Residential Rehab		\$58,000.00
Del Monte LLC	120 SW 8th	1093104006004000	Commercial Rehab	Downtown	\$350,000.00

\$15,538,434.41

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 2 consecutive week(s), as follows:

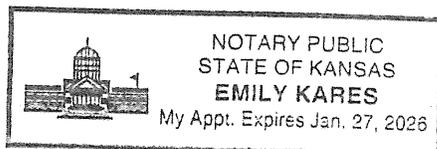
RESOLUTION NO. 9584
9/30/24 10/7/24

Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

October 7, 2024

Notary Public



First published in The Topeka Metro News, Monday, September 30, 2024.

RESOLUTION NO. 9584

A RESOLUTION introduced by City Manager Dr. Robert M. Perez establishing a date for a public hearing concerning the adoption of a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 *et seq.*

WHEREAS, the City of Topeka, Kansas, may pursuant to K.S.A. 12-17,114 *et seq.* adopt a plan to assist in the rehabilitation, conservation or redevelopment of any area within the City of Topeka which meets the conditions provided in said law; and

WHEREAS, the City of Topeka is desirous of exercising the authority provided in K.S.A. 12-17,114 *et seq.* in order to rehabilitate, conserve or redevelop certain designated areas in the City of Topeka; and

WHEREAS, the current Neighborhood Revitalization Plan (NR Plan) expires on December 31, 2024; and

WHEREAS, K.S.A. 12-17,117(c) requires that the Governing Body hold a public hearing before adopting an NR Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body, that the following notice is hereby given:

NOTICE

The Governing Body will consider the adoption of a Neighborhood Revitalization Plan, pursuant to K.S.A. 12-17,114 *et seq.*, at a public hearing at 6:00 p.m. on October 15, 2024 at Cyrus K. Holliday Building, 1st Floor Conference Room, 620 SE Madison Street, Topeka, Kansas.

The proposed Neighborhood Revitalization Plan and a description of the boundaries of the proposed Neighborhood Revitalization Area are available for inspection during the hours of 8:00 a.m. to 5:00 p.m. in the office of City Clerk, 215 E 7th Street, Room 166, Topeka, Kansas. The Plan is also accessible at: <https://www.topeka.org/planning/neighborhood-revitalization-plan/>

At the conclusion of the hearing, the Governing Body will consider findings necessary for the adoption of the proposed Neighborhood Revitalization Plan and the establishment of the proposed Neighborhood Revitalization Area, all as provided for in K.S.A. 12-17,114 *et seq.*

BE IT RESOLVED that the City Clerk shall cause a copy of this Resolution to be mailed to the following taxing entities within Shawnee County, Kansas:

Unified School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights), and 501 (Topeka); the Board of County Commissioners of Shawnee County; Topeka Metro Transit Authority; Metro Topeka Airport Authority; Topeka & Shawnee County Library and Washburn University.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published in the official City newspaper at least once a week for two (2) consecutive weeks prior to the hearing. ADOPTED and APPROVED by the Governing Body September 17, 2024.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk
9/30/10/7

L20359
Publication Fees: \$67.00

First published in The Topeka Metro News, Monday, September 30, 2024.

RESOLUTION NO. 9594

A RESOLUTION introduced by City Manager Dr. Robert M. Perez establishing a date for a public hearing concerning the adoption of a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 *et seq.*

WHEREAS, the City of Topeka, Kansas, may pursuant to K.S.A. 12-17,114 *et seq.* adopt a plan to assist in the rehabilitation, conservation or redevelopment of any area within the City of Topeka which meets the conditions provided in said law; and

WHEREAS, the City of Topeka is desirous of exercising the authority provided in K.S.A. 12-17,114 *et seq.* in order to rehabilitate, conserve or redevelop certain designated areas in the City of Topeka; and

WHEREAS, the current Neighborhood Revitalization Plan (NR Plan) expires on December 31, 2024; and

WHEREAS, K.S.A. 12-17,117(c) requires that the Governing Body hold a public hearing before adopting an NR Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body, that the following notice is hereby given:

NOTICE

The Governing Body will consider the adoption of a Neighborhood Revitalization Plan, pursuant to K.S.A. 12-17,114 *et seq.*, at a public hearing at 6:00 p.m. on October 15, 2024 at Cyrus K. Holliday Building, 1st Floor Conference Room, 620 SE Madison Street, Topeka, Kansas.

The proposed Neighborhood Revitalization Plan and a description of the boundaries of the proposed Neighborhood Revitalization Area are available for inspection during the hours of 8:00 a.m. to 5:00 p.m. in the office of City Clerk, 215 E 7th Street, Room 166, Topeka, Kansas. The Plan is also accessible at: <https://www.topeka.org/planning/neighborhood-revitalization-plan/>

At the conclusion of the hearing, the Governing Body will consider findings necessary for the adoption of the proposed Neighborhood Revitalization Plan and the establishment of the proposed Neighborhood Revitalization Area, all as provided for in K.S.A. 12-17,114 *et seq.*

BE IT RESOLVED that the City Clerk shall cause a copy of this Resolution to be mailed to the following taxing entities within Shawnee County, Kansas:

Unified School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights), and 501 (Topeka); the Board of County Commissioners of Shawnee County; Topeka Metro Transit Authority; Metro Topeka Airport Authority; Topeka & Shawnee County Library and Washburn University.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published in the official City newspaper at least once a week for two (2) consecutive weeks prior to the hearing. ADOPTED and APPROVED by the Governing Body September 17, 2024.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk
9/30 10/7



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Rhiannon Friedman, Planning and Development Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Gen III Construction and Development LLC
PROJECT #:
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC HEARING to consider the establishment of the Riverstone (Meier's Place) Subdivision Reinvestment Housing Incentive District (RHID) and adoption of the Plan.

ORDINANCE introduced by City Manager Dr. Robert M. Perez establishing a Reinvestment Housing Incentive District ("RHID") for the Riverstone (Meier's Place) Subdivision and adopting a plan for the development of housing and public facilities in the RHID.

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

(Approval would establish the Riverstone (Meier's Place) Subdivision reinvestment housing incentive district ("RHID") and adopt a development plan for housing and public infrastructure.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to establish the Riverstone (Meier's Place) Subdivision RHID and adopt a development plan.

STAFF RECOMMENDATION:

The RHID Review Team and staff recommends the Governing Body conduct the public hearing and adopt the

ordinance.

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.

After the public hearing is concluded, the Governing Body may take action to establish the RHID and adopt a development plan or may defer the ordinance to a date certain.

BUDGETARY IMPACT:

Similar to a TIF District, the increase in property taxes generated by the project will be used to reimburse the developer for a portion of the costs of the project, as set out in the development agreement.

SOURCE OF FUNDING:

Developer

ATTACHMENTS:

Description

Public Hearing Notice (Resolution 9526 September 10, 2024)

Ordinance

Development Agreement

Presentation: Riverstone (Meier's Place) Sub

Contract 52381 - Funding Agreement (Approved Sept 10, 2024)

Financial Analysis (Aug 27, 2024)

Riverstone (Meier's Place) Housing Development Plan (June 21, 2024)

Resolution 9526 RHID District Creation (May 7, 2024)

RHID District Creation Step 1 Application (March 14, 2024)

Affidavit of Publication (Oct 7 2024)

1 (Published in the Topeka Metro News October 7, 2024)

2
3 **RESOLUTION NO. 9581**

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 Cyrus K. Holliday Building First
41 Floor Conference Room, 620 SE Madison, Topeka, Kansas, at 6:00 p.m. on October
42 15, 2024. Members of the public are invited to review the Plan and comment at the public
43 hearing. At the conclusion of the public hearing, the Governing Body may establish the
44 RHID and adopt the Plan.

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

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

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53 ADOPTED and APPROVED by the Governing Body on September 10, 2024.

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CITY OF TOPEKA, KANSAS



ATTEST:

Michael A. Padilla, Mayor

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.

1 (Published in the Topeka Metro News _____)
2

3 ORDINANCE NO. _____
4

5 An Ordinance introduced by City Manager Robert M Perez, Ph.D. establishing a
6 Reinvestment Housing Incentive District (“RHID”) for the Meier’s Place
7 Subdivision and adopting a plan for the development of housing and
8 public facilities in the RHID
9

10 WHEREAS, on May 30, 2023, the Kansas Secretary of Commerce determined that
11 the findings by the Governing Body articulated in Resolution No. 9526 meet the
12 requirements of K.S.A. 12-5244(c) and that the Governing Body could proceed with
13 considering the establishment of the RHID; and

14 WHEREAS, pursuant to K.S.A. 12-5245(b), the Governing Body, on October 15,
15 2024, held a public hearing to consider public comment concerning the establishment of the
16 RHID and adoption of a plan for the development of housing and public facilities; and

17 WHEREAS, upon considering the information provided by the developer, Gen III
18 Construction & Development LLC, City staff and comments from the public, the Governing
19 Body deems it advisable to make certain findings to establish the proposed RHID and to
20 adopt the proposed plan.

21 NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
22 CITY OF TOPEKA, KANSAS, that:

23 Section 1. Establishment of the Meier’s Place Subdivision RHID. The Meier’s Place
24 Subdivision RHID will be established within the boundaries of the real estate legally
25 described and attached in Exhibits A and B. The boundaries of the RHID do not contain
26 any property not referenced in Resolution No. ____ which provided notice of the public
27 hearing.

28 Section 2. Approval of Development Plan (“Plan”). The Plan for the development of
29 housing and public facilities presented on May 7, 2024 to the Governing Body contains the
30 requirements specified in K.S.A. 12-5245(a) and is hereby approved.

31 Section 3. Development Agreement. Pursuant to the RHID Policy adopted in
32 Resolution No. 9379, the Governing Body approves the development agreement.

33 Section 4. Adverse Effect on Other Governmental Units. If, within 30 days
34 following the conclusion of the public hearing, any of the following actions occur, this
35 ordinance shall be null and void.

36 a. The Board of Education for USD 345/Seaman determines, by resolution, that the
37 proposed RHID will have an adverse effect on the school district.

38 b. The Board of Commissioners for Shawnee County determines, by resolution,
39 that the proposed RHID will have an adverse effect on the county.

40 Section 5. Transmission of Documents. The City Clerk is directed to transmit a
41 copy of the description of the land within the RHID, a copy of this ordinance adopting the
42 Plan and a map or plat indicating the boundaries of the RHID to: (a) the County Clerk; (b)
43 the County Appraiser; (c) County Treasurer; and (d) the governing bodies of any taxing
44 subdivision which levies taxes upon any property in the RHID.

45 Section 6. Effective Date. This ordinance shall take effect after its passage and
46 approval by the Governing Body and publication in the official City newspaper.

47

48 ADOPTED and APPROVED by the Governing Body on _____.

49 CITY OF TOPEKA, KANSAS

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51

52

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54

Michael A. Padilla, Mayor

55

56 ATTEST:

57

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59

60

61 _____
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.

**DEVELOPMENT AGREEMENT FOR THE RIVERSTONE
(MEIER'S PLACE) SUBDIVISION RHID**

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of October ____, 2024, between the CITY OF TOPEKA, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (the "City") and GEN III CONSTRUCTION & DEVELOPMENT LLC, a Kansas limited liability company, the developer of the district identified as the Riverstone (Meier's Place) Subdivision Reinvestment Housing Incentive District hereunder (the "Developer").

RECITALS

A. Pursuant to K.S.A. 12-5241 *et seq.* (the "RHID Act"), the City has the authority to establish a reinvestment housing incentive district and to adopt a plan for development or redevelopment of housing and public facilities in the reinvestment housing incentive district.

B. The Developer has requested the creation of a reinvestment housing incentive district under the RHID Act for an area within the City.

C. The Governing Body of the City adopted Resolution No. 9526 on May 7, 2024, in which the Governing Body found it necessary and desirable to establish the Meier's Place Subdivision Reinvestment Housing Incentive District (the "RHID") within the City, pursuant to K.S.A. 12-5241 *et seq.* (the "RHID Act").

D. The Governing Body of the City adopted Resolution 9581 on September 10, 2024, which called for a public hearing on October 15, 2024 to consider the adoption of the Development Plan (as defined herein), as attached hereto as **Exhibit A**, and the designation of the RHID, as more particularly described on **Exhibit B** attached hereto.

E. Following the public hearing on the adoption of the Development Plan and the designation of the RHID, the Governing Body of the City passed Ordinance [insert number] on [Insert Date], adopting the Development Plan and designating the RHID.

F. The Developer has requested the use of RHID Increment (as defined herein) within the RHID to finance the costs identified on **Exhibit C-2** attached hereto (the "RHID Project").

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 101. Incorporation of Recitals. The parties acknowledge and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 102. Definitions. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or shall have the following meanings:

"**Agreement**" means this Agreement as may be amended in accordance with the terms hereof.

“City” means the Kansas City of Topeka,

“City Administrative Fee” means an amount equal to two (2) percent of the RHID Increment collected for the preceding calendar year, which fee is in addition to payment by the Developer of the City Expenses.

“City Expenses” means the reasonable outside expenses actually incurred by the City (with commercially reasonable supporting documentation) in connection with the proceedings creating the RHID, approving the Development Plan and implementing this Agreement, including, but not limited to, financial, legal, accounting or engineering consultants and appraisal fees, if any.

“Developer” means Gen III Construction & Development LLC, a Kansas limited liability company, and its lawful successors and assigns.

“Development Plan” means that plan for development of the RHID produced by the City and the Developer and available for public inspection, as further described in **Exhibit A** hereto.

“Event of Default” means an event of default as defined in **Section 802** of this Agreement.

“Permitted Delays” means any delay by a party performing its respective obligations hereunder, as a result of a condition or event outside the reasonable control and through no fault of the party so delayed, excluding conditions or events relating to the economic resources of such party or of other parties, it being the intent of this Agreement to construe the terms “Permitted Delays” to mean events such as natural disasters, fires, failure of suppliers or subcontractors to perform in accordance with contractual obligations and similar acts beyond the control of the parties and does not include changes in home sale market conditions, failure of a party to obtain necessary financing, a business decision to delay or withdraw resources to a project or similar acts related to monetary circumstances.

“Project” means the construction and sale of fifteen (15) single-family homes, each ranging in size from 1,200 to 1,800 sf, have three (3) to five (5) bedrooms, two (2) or three (3) bathrooms, and a double car garage, as depicted on the site plan included in the Development Plan attached as **Exhibit A** hereto, together with street and stormwater improvements, site preparations, infrastructure improvements, and all related appurtenances, with total costs approximating those shown in **Exhibit C-1**.

“Reimbursable Project Costs Cap” means reimbursement from RHID Increment in an amount not exceeding \$385,000 (exclusive of City Administrative Fee and City Expenses), earned as follows:

- (a) Upon the completion of four (4) homes, as evidenced by receipt of a certificate of occupancy from the City for each of the four homes, the Reimbursable Project Costs Cap shall increase from \$0 to \$110,000;
- (b) Upon the completion of seven (7) homes in total, as evidenced by receipt of a certificate of occupancy from the City for each of the seven homes, the Reimbursable Project Costs Cap shall increase from \$110,000 to \$200,000;
- (c) Upon the completion of ten (10) homes in total, as evidenced by receipt of a certificate of occupancy from the City for each of the ten homes, the Reimbursable Project Costs Cap shall increase from \$200,000 to \$270,000;
- (d) Upon the completion of thirteen (13) homes in total, as evidenced by receipt of a certificate of occupancy from the City for each of the 13 homes, the Reimbursable Project Costs Cap shall increase from \$270,000 to \$340,000;
- (e) Upon the completion of fifteen (15) homes in total, as evidenced by receipt of a certificate of occupancy from the City for each of the 15 homes, the Reimbursable Project Costs Cap shall increase from \$340,000 to \$385,000.

“RHID” means the Riverstone (Meier’s Place) Reinvestment Housing Incentive District containing within its boundaries the real property legally described in **Exhibit B** attached hereto.

“RHID Act” means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

“RHID Eligible Expenses” means actual expenses related to the RHID Project commencing with even date herewith, including City Expenses and the City Administrative Fee, to the extent such expenses are permitted pursuant to the RHID Act and the City’s RHID Policy adopted November 29, 2022, provide such expenses (except for the City Administrative Fee and City Expenses) are set forth on **Exhibit C-2**.

“RHID Fund” means the Riverstone (Meier’s Place) Reinvestment Housing Incentive District Fund created pursuant to **Section 302(a)** hereof.

“RHID Increment” means real property taxes produced from that portion of the current assessed valuation of real property within the RHID in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the RHID, less such real property taxes attributable to mill levies which, pursuant to State law, cannot be used to finance improvements under the RHID Act.

“RHID Project” means the construction of the portion of the Project consisting of the improvements within the RHID, to the extent financed with RHID Increment and specifically

described on **Exhibit C-2** attached hereto.

“**RHID Term**” shall have the meaning set forth in **Section 302(c)** of this Agreement.

“**State**” means the State of Kansas.

Section 103. Rules of Construction. The following rules of construction shall apply in construing the provisions of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

A. The terms defined in this Article and throughout the Agreement include the plural as well as the singular.

B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

C. All references herein to “generally accepted governmental accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

District Formation and Purpose

Section 201. District Formation and Purpose. Pursuant to the RHID Act, as well as the proceedings of the City, including the RHID Ordinance, the City has authorized the creation of the RHID District and has approved the RHID Project Plan. The purpose of creating the RHID District and approving the RHID Project Plan is to provide the Developer with an economic incentive to undertake the Project and to provide for further economic development in particular housing of the City. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the RHID District and to provide for the reimbursement to the Developer of the RHID Eligible Project Costs from the RHID Property Tax, in accordance with the further terms of this Agreement.

ARTICLE III

Representations of the Parties

Section 301. Representation of the City. The City is a municipal corporation organized under the laws of the State. The City is authorized pursuant to the RHID Act to create the RHID District and approve the RHID Project Plan; to enter into this Agreement and to perform the duties and obligations of the City contained herein. The Governing Body has previously passed the RHID

Ordinance and has taken all requisite action to pass the RHID Project Plan Ordinance, which, when they each become effective: 1) create the RHID District and 2) approve the RHID Project. This Agreement constitutes a valid and binding obligation of the City in accordance with its terms and conditions.

Section 302. Representation of the Developer. The Developer is a limited liability company duly organized and existing under the laws of Kansas. The Developer has taken all requisite action under its organizational documents to authorize the execution of this Agreement and to perform the duties and obligations of the Developer contained herein. The Agreement constitutes a valid and binding obligation of the Developer in accordance with its terms. Throughout the term of this Agreement, the Developer agrees to maintain its status as such an entity, in good standing and authorized to do business in the State.

ARTICLE IV

DEVELOPMENT STRUCTURE

Section 401. Scope of Agreement. This Agreement applies to the development of the RHID Project funds available to the Developer with subsequent reimbursement of certain eligible costs from RHID Increment when and if available. Subject to the terms of this Agreement, the parties agree that the Developer shall cause the RHID Project to be completed pursuant to this Agreement, and the Developer shall bear the costs of the development of the RHID Project. Upon satisfaction of the conditions set forth herein, the City will reimburse the Developer for RHID Eligible Expenses for the RHID Project.

Section 402. Modification of Improvements. The RHID Project described herein shall only be materially amended or modified (i) with the prior written consent of the City, which consent shall not be unreasonably withheld and which shall be granted so long as the proposed amendment or modification is consistent with the general spirit and intent of this Agreement, (ii) with an appropriate reduction in the incentives provided to Developer if the scope the RHID Project is materially reduced, and (iii) in full compliance with applicable law.

ARTICLE V

FINANCING

Section 501. RHID Project Costs, City Expenses and City Administrative Fee. The Developer shall be responsible for the costs of the RHID Project, which costs shall not be an obligation of the City. City Expenses shall be due and payable within 30 days after the City provides the Developer with an invoice therefor. City Expenses and the City Administrative Fee shall be paid from RHID Increment pursuant to **Section 502** of this Agreement; provided that if the RHID Increment then on deposit is insufficient to pay City Expenses due, the Developer shall advance funds to pay the City Expenses. To the extent the Developer has advanced funds to pay the City Expenses, such amounts may be reimbursed from the RHID Increment in accordance with **Section 502** of this Agreement and such reimbursements shall not be counted against the Reimbursable Project Costs Cap.

Section 502. RHID Financing.

(a) **RHID Fund.** Pursuant to the RHID Act and subject to all applicable laws, the policies

and procedures of the City and approval by the Governing Body of the City, the City shall establish the RHID Fund as a segregated fund or account within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the RHID Act. Revenues collected from the RHID Increment received by the City shall be deposited in the RHID Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of RHID Eligible Expenses. Except as otherwise set forth herein or as required by the RHID Act, all RHID Increment shall be available for and dedicated to pay RHID Eligible Expenses for the RHID Project for the duration of the RHID Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the Developer for RHID Eligible Expenses paid by the Developer and/or the City Administrative Fee and City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay or reimburse the City for the City Administrative Fee, and any City Expenses not paid by the Developer; and

Second, to reimburse the Developer for RHID Eligible Expenses and City expenses paid by the Developer.

(c) RHID Term. The RHID term shall expire on the earlier of: the date (i) the Developer has been reimbursed for RHID Eligible Expenses in the amount of the Reimbursable Project Costs Cap or (ii) 25 years from the date of adoption of this Agreement ((i) and (ii), collectively, the "RHID Term"), unless the City takes the appropriate actions required by law to terminate the RHID or amend the RHID Term. Except as provided herein or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate the RHID or amend the RHID Increment or reduce the RHID Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for RHID Eligible Expenses.

(d) "Pay As You Go" RHID Financing. Any RHID Increment available to the Developer for payment of RHID Eligible Expenses shall be by reimbursement to the Developer for RHID Eligible Expenses paid by the Developer and no special obligation bonds shall be issued to advance funds for payment of such expenses.

ARTICLE VI ELIGIBLE EXPENSE REIMBURSEMENT PROCEDURES

Section 601. Reimbursement of Eligible Expenses.

(a) Disbursement Times. Except as provided herein, the City agrees to disburse RHID Increment in accordance with **Section 502** of this Agreement within 60 days of receipt of such RHID Increment by the City; provided, the City is not obligated to disburse RHID Increment if less than \$10,000 has been received and is on deposit in the RHID Fund (unless such disbursement is the final disbursement of RHID Increment, in which event all RHID Increment will be disbursed in accordance with the terms hereof regardless of the amount).

(b) Submission of Certification of Expenditures. The Developer shall submit to the City's Chief Financial Officer a Certification of Expenditures not more than once per month (in substantially the form attached to this Agreement as **Exhibit D**, or other form approved by the

City) signed by the Developer, with supporting documentation identifying the RHID Eligible Expenses for which the Developer seeks reimbursement, including reference to the specific line item on **Exhibit D** to which each such expense relates. The supporting documentation shall be copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfer or other payment of cash by the Developer for such expenses, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the RHID Project for which reimbursement is sought, and such other documentation as the City shall reasonably request.

(c) Details of Certification; City Right to Perform Due Diligence. Each Certification of Expenditures shall contain a certification by the Developer that each RHID Eligible Expense submitted for reimbursement is an eligible expense, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement, to examine the Developer's records and other records relating to all RHID Eligible Expenses to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. Developer hereby agrees to pay all actual and verifiable third party expenses incurred by the City pursuant to this subsection (c), which expenses shall be City Expenses.

(d) Certification of Expenditures. The City shall either accept and certify or reject each Certification of Expenditures within 60 days after the submission thereof. If the City determines that any cost identified as a RHID Eligible Expense is ineligible for reimbursement, the City shall so notify the Developer in writing not later than the fifth day following expiration of its 60-day review period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs of the RHID Project as RHID Eligible Expenses, as applicable, with a supplemental Certification of Expenditures. The City may also request such additional information from the Developer as may be required to process the requested certification and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Certification of Expenditures that the City determines to be eligible.

(e) Conditions Precedent. As a condition precedent to disbursement of RHID Increment to the Developer, the Developer and the Developer's principals must (i) not be, in the sole judgment of the City, in material default under this Agreement (subject, however, to any applicable cure period), (ii) be current on the payment of all taxes and assessments to the State and its political subdivisions, including the City, (iii) have submitted a Certification of Expenditure for an RHID Eligible Expense, along with reasonable documents of such expenditure, and (iv) the expense identified in the Certification of Expenditure must be one that has occurred and for which the Developer is seeking reimbursement. If funds are available for disbursement in the RHID Fund but the conditions set forth in this paragraph have not, in the reasonable judgment of the officer or agent of the City charged with disbursing such funds, been met, the City shall provide written notice of such failure to the appropriate party (a "Condition Failure Notice") within 30 days of receipt of such RHID Increment and shall retain the funds that would have otherwise been disbursed to such party. If the condition(s) are met to the reasonable satisfaction of such officer or agent of the City within 30 days from the date of the Conditional Failure Notice, the disbursement that was withheld shall be promptly made. In the event a party disagrees in good

faith with the determination of such officer or agent of the City, such party may appeal the determination to the Governing Body of the City by providing written notice to the City Clerk within 10 days of the end of the 30-day period, and the retained funds shall not be disbursed until the Governing Body directs the disbursement. Such notice of appeal shall reasonably describe the basis for such appeal. The City agrees to conduct a public hearing on such appeal within 60 days of receipt of such notice and to provide the party requesting such appeal with not less than 10 days written notice of the hearing date, time and location. The determination of the Governing Body with respect to the disbursement shall be final. Any determination by the officer or agent of the City or by the Governing Body under this **Section 601** that funds should not be disbursed shall apply as to that particular disbursement only and shall not impair or in any manner affect future disbursements.

Section 602. Effect of Reimbursement if Termination. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the City shall have no obligation to reimburse the Developer for any RHID Eligible Expenses following the termination of this Agreement regardless of when the expense was submitted to the City.

ARTICLE VII

DEVELOPMENT OF THE RHID PROJECT; TIMING AND APPROVALS

Section 701. Development of the Project and RHID Project.

- (a) Developer agrees to pursue the Project and RHID Project in accordance with the requirements of this Agreement and all City zoning and building requirements applicable thereto.
- (b) The City may elect to terminate this Agreement if, on or before 30 days after the City's written notice to Developer of such default, Developer has not cured such default:
 - a. if construction of the Project, including the RHID Project, has not commenced by April 1, 2025 (subject to Permitted Delays), as evidenced by the issuance of a building permit by the City for at least one home; or
 - b. if the Developer has not constructed at least seven (7) homes, as determined by the City's issuance of a certificate of occupancy for all seven, by December 31, 2026 (subject to Permitted Delays); or
 - c. if construction of the Project, including the RHID Project, is not substantially completed by 12/31/2028 (subject to Permitted Delays), as evidenced by a certificate of occupancy for all residential units included in the Project.
- (c) The provisions of **Section 1001(b)** of this Agreement relating to the ability to cure default shall not apply to the City's option to terminate pursuant to this Section.

Section 702. RHID Project Approval. The Developer shall submit to the City all engineering plans for public infrastructure and construction plans as required by the building and construction codes adopted by the City for the RHID Project. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall use its standard procedures for review and approval of such submissions so as to not unduly hinder or delay the RHID Project; provided, however, that the City may issue permits for the construction of dwelling units prior to the completion of site improvements, and provided, further, that no certificate of occupancy shall be provided for any dwelling unit until site improvements are completed.

Section 703. Insurance and Indemnification.

(a) **Indemnification.** The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand to the extent resulting from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City written notice of any claim, suit or demand which may be subject to this provision at the earliest feasible date.

(b) **Insurance.** Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the term of this Agreement (to the extent the Developer has not sold the Project, or any portion thereof, to third parties), insure and keep insured any vertical structures built in the RHID against direct loss or damage occasioned by fire, flood and extended coverage perils through insurers with a Best's rating of no less than "A" and/or that is reasonably acceptable to the City and without co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures and insurance proceeds shall be used to restore the vertical structures after a triggering event.

Section 704. Federal, State and Local Laws. The Developer agrees to abide by, and the RHID Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 705. Nondiscrimination. The Developer, for itself and its successors and assigns, agrees that throughout the RHID Term:

(a) Developer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, ancestry or age;

(b) In all solicitations or advertisements for employees, Developer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");

(c) If Developer fails to comply with the manner in which Developer reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

(d) If Developer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

(e) Developer shall include the provisions of **Sections 505(a)** through **(d)** above in every contract, subcontract or purchase order so that such provisions will be binding upon such contractor, subcontractor or vendor.

Developer further agrees that throughout the RHID Term, Developer shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all other federal, state and local laws, ordinances and regulations applicable to the Project and to furnish

any certification required by any federal, state or local laws, ordinances and regulations applicable to the Project.

Section 506. City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction development or work.

ARTICLE VIII REAL ESTATE TAXES

Section 801. Agreement to Pay Taxes and Assessments; Right to Protest. The Developer agrees that it shall (to the extent the Developer has not sold the Project, or any portion thereof, to third parties) pay taxes and assessments for the Project promptly on or before the due date of such tax bills. The Developer shall have the right to pay said taxes under protest in accordance with applicable law and agrees to provide prompt written notice to the City if it elects to pay said taxes under protest or of any appeal of real estate taxes or valuation of any property within the RHID by the County Appraiser.

ARTICLE IX USE, ASSIGNMENT, SALE AND LEASE

Section 901. Use Restrictions. The allowable uses on the property and within the RHID will be subject to the lawful zoning power of the City and will not be subject to use restrictions solely by virtue of this Agreement.

Section 902. Restriction on Transfer. There shall be no restriction in the sale, transfer or leasing of the property within the RHID to a subsequent homeowner; however, the transfer of any Developer's right or obligation hereunder is governed by Section 903 and 904.

Section 903. Transfer of Obligations. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, subject to the approval of the Governing Body following receipt of an opinion by the City's City Attorney, or other designee, that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the applicable conditions and restrictions to which the Developer is subject. The City shall notify the Developer within 45 days of receipt by the City of a written request to approve a proposed assignment under this Section of its approval or disapproval. All written requests for approval of a proposed assignment shall include a description of the qualifications and financial resources of the proposed assignee and the form of a proposed assignment and assumption agreement. If the City elects to disapprove a requested assignment, it will include in its notice to the Developer the basis for the disapproval. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees to record the assignment in the office of the register of deeds of Shawnee County, Kansas, in a timely manner following the execution of such agreement. Notwithstanding anything herein to the contrary, the Developer may, upon prior

written notice to the City (and without the need for the City's approval), assign this Agreement to an entity that is more than 50% owned or controlled by the Developer; provided such entity assumes in writing all obligations of the Developer under this Agreement.

Section 904. Assumption of Obligations. The parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no property owner (other than the Developer, its affiliates or any of their principals) of any part of the RHID shall be bound by any obligation of Developer solely by virtue of being a property owner; provided, however, that no transferee or owner of property within the RHID shall be entitled to any rights whatsoever or claim upon the RHID Increment, except as specifically authorized in writing by the Developer and as provided in this Agreement.

Section 905. Change of Ownership. The Developer shall promptly provide written notice to the City of any change in the owners/members owning/comprising more than 10% of such entity.

ARTICLE X BREACH, DEFAULTS AND REMEDIES

Section 1001. Breach. Any noncompliance by the Developer or City with the provisions of this Agreement, including the time limits and the manner for the completion of the Project as herein stated, except for Permitted Delays, shall constitute a breach of this Agreement and the breaching party shall be granted an opportunity to cure as provided in **Section 1002** prior to such breach being deemed an "Event of Default" as defined in **Section 1002**.

Section 1002. Event of Default—General. The following events shall constitute an "Event of Default" under this Agreement:

(a) Subject to the extensions of time set forth in **Section 1008**, failure or delay by either party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in subsection (b) below, constitutes an Event of Default under this Agreement. A party claiming a breach (claimant) shall give written notice of breach to the other party, specifying the breach complained of.

(b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the Developer and/or the City within 14 days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within 30 days from the date of receipt of such notice or, if such cure, correction or remedy by its nature cannot be effected within such 30 day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. In the event the breaching party refuses or is unable to cure, correct or remedy such breach within the time limits stated in this subsection, then such failure shall be deemed an Event of Default and the nonbreaching party shall be entitled to the remedies set forth in **Section 803**.

(c) If the Developer has assigned, in whole or in part, rights, duties and obligations under this Agreement to another entity in accordance with **Section 903** hereof, a failure of an

assignee to perform any of the duties and obligations assigned to the assignee by the Developer in accordance with **Section 903** shall not constitute an “Event of Default” with respect to the Developer and will not give rise to any remedies against the Developer under this Agreement, including, but not limited to, any remedies which would adversely affect the Developer’s rights to reimbursement, whether or not such remedies are specifically directed towards the Developer.

Section 1003. Remedies on Event of Default.

(a) Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take one or more of the following remedial steps:

(i) compel specific performance;

(ii) withhold or apply funds from the RHID Fund to such extent as is necessary to protect the City from loss and/or to ensure that such portions of the RHID Project that the City deems are in the best interest of the City are successfully implemented in a timely fashion;

(iii) refuse to approve any further reimbursements for RHID Eligible Expenses and make any disbursements until such Event of Default is cured by Developer;

(iv) pursue any remedy at law and in equity; and/or

(v) terminate this Agreement.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement (except for specific performance of the construction of the Project), to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the City resulting from such Developer default.

(c) Whenever any material Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer shall have the right, but not the obligation to:

(i) terminate this Agreement; and/or

(ii) pursue any remedy at law or in equity.

(d) The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the resulting from such City default.

(e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or

remedies for the same default or any other default of the other party. No waiver made by either party shall apply to obligations beyond those expressly waived. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit them in any way.

Notwithstanding any termination of this Agreement by the Developer as permitted herein, the Developer shall continue to be liable for all City Expenses, only to the extent such City Expenses are incurred through the date of termination of this Agreement.

Section 1004. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made to:

Gen III Construction & Development, LLC
2858 SW Villa West Dr.
Topeka, KS 66614
Attn: Walker Bassett

as its agent to receive service of process or other legal summons for purposes of any such action or proceeding.

Section 1005. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 1006. Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 1007. Permitted Delays. Notwithstanding anything in this Agreement to the contrary, any Permitted Delays by a party performing its respective obligations hereunder shall not render such party in default or breach hereof (or give rise to any other party's exercise of rights or remedies hereunder, including, without limitation, the City's termination of this Agreement) and shall result in automatic good faith extensions of any starting or completion dates affected thereby, provided such delayed party continues to exercise good faith and due diligence in attempting to resolve the cause of any such delay and to continue to perform hereunder.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1101. Time of Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and

acknowledges that the successful performance of this Agreement requires its continued cooperation.

Section 1102. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the parties to this Agreement or their successors in interest.

Section 1103. Immunity of Officers, Employees and Members. No personal recourse shall be had for the payment of the cost of the RHID Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future owner, officer, manager, member, employee or agent of a party to the Agreement, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future owner, officer, manager, member, employee or agent of a party to this Agreement shall be personally liable to the City, the Developer or any successor in interest, for any default or breach by the City, Developer or any successor in interest.

Section 1104. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the RHID Project, without charges or fees, at normal construction hours during the period of construction for purposes strictly related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall carry proper identification, and shall not in any manner impair, hinder or interfere with the construction activity; provided, however, nothing herein is intended to limit or restrict rights the City has to inspect or otherwise have access to the RHID Project in the performance of its governmental role.

Section 1105. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 1106. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement or the Development Plan in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 1107. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 1108. Governing Law and Venue. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for

damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Shawnee County, Kansas or the U.S. District Court for the District of Kansas in Topeka, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles. In the event litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted, to the extent permitted by law.

Section 1109. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the City:

Brenda Younger, City Clerk
 City of Topeka
 City Hall
 215 SE 7th St.
 Topeka, KS 66603

To the Developer:

Gen III Construction & Development, LLC
 2858 SW Villa West Dr.
 Topeka, KS 66614
 Attn: Walker Bassett

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, national recognized overnight courier (*e.g.*, FedEx), or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 1110. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 1111. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 1112. Recordation of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in mutually acceptable form for recording in the real property records of Shawnee County, Kansas.

Section 1113. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

Section 1114. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations with respect to **Section 503(a)**, **Section 903** and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 1115. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 1116. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws.

[Remainder of Page Intentionally Left Blank]

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:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY	
DATE _____	BY _____

EXHIBITS

Exhibit A	Development Plan
Exhibit B	RHID Legal Description
Exhibit C-1	Project Costs
Exhibit C-2	Estimated RHID Eligible Costs
Exhibit D	Certification of Expenditures
Exhibit E	Forms for Reimbursement

EXHIBIT A
DEVELOPMENT PLAN



CITY OF TOPEKA

Application for Creation of a RHID Housing Development Plan

'24 JUN 21 PM 4:00
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.

<u>Name</u>	<u>Address</u>	<u>Related Interests</u>
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.

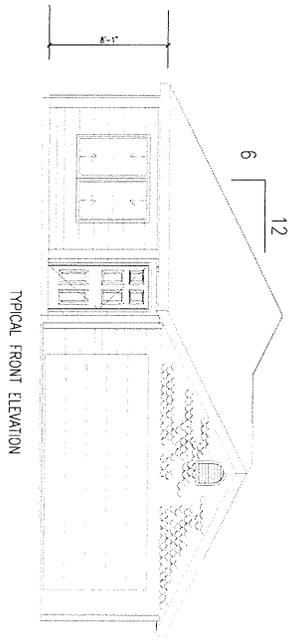
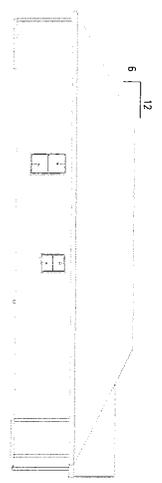
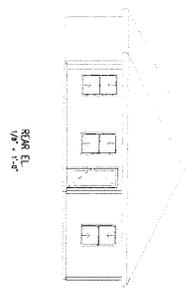
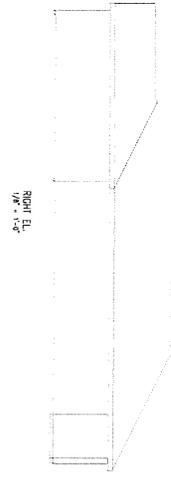
PARCELS OF RIVERSTONE SUBDIVISION

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

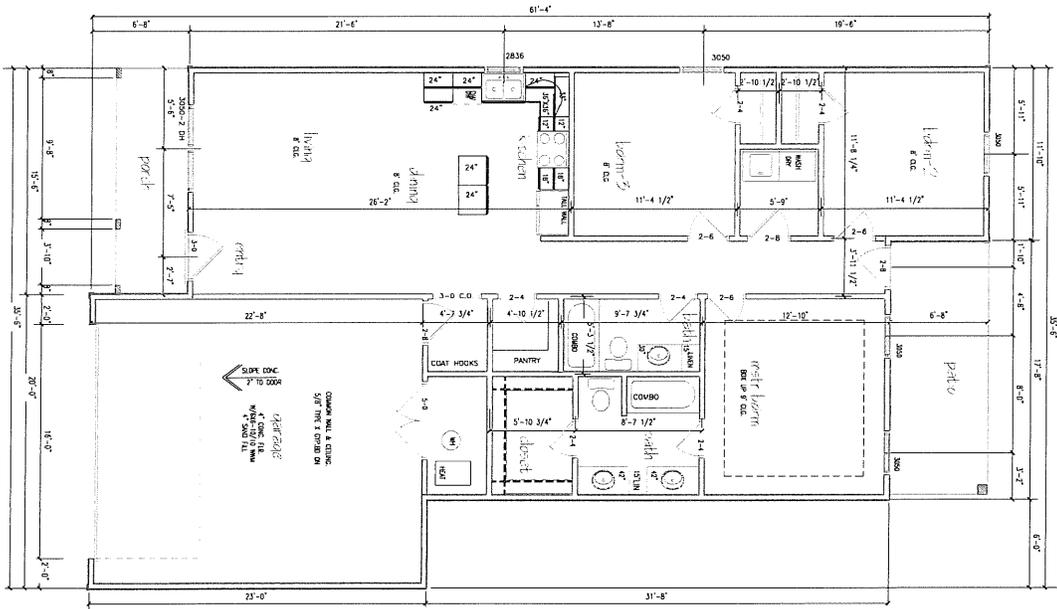
EXHIBIT C

Insert or attach here:

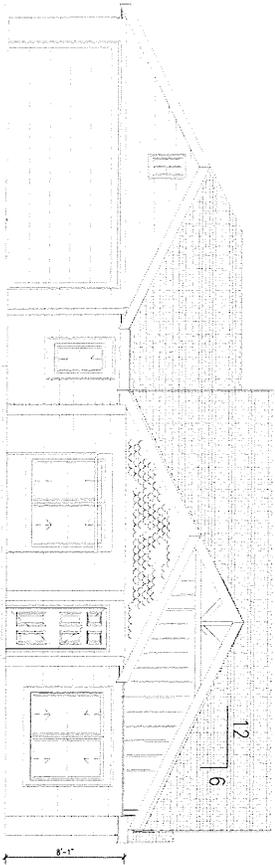
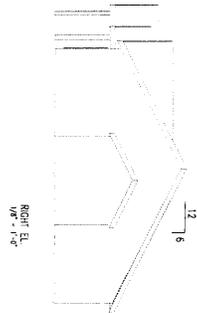
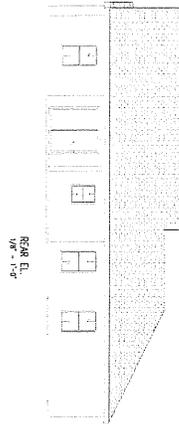
The Riverstone Subdivision will have fifteen (15) single family homes constructed. Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage and will be a mix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



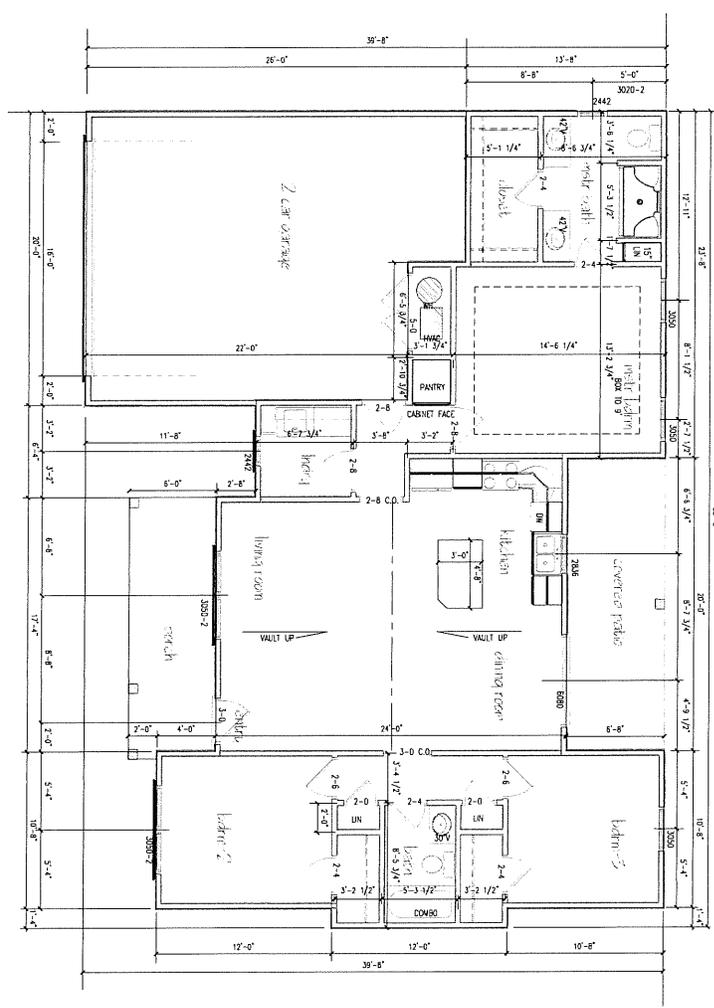
ELEVATIONS
 1/4" = 1'-0"
 1277# No. 240402 #2
 ON-LINE DRAFTING
 established 1988
 745-232-5405



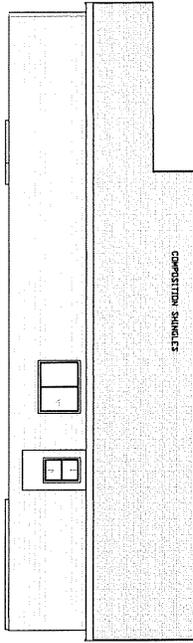
FIRST FLOOR
 1/4" = 1'-0"
 1277# NO. 240402 H2
 ON-LINE DRAFTING
 1500 15th Ave S
 Golden, CO 80401
 788-232-5405



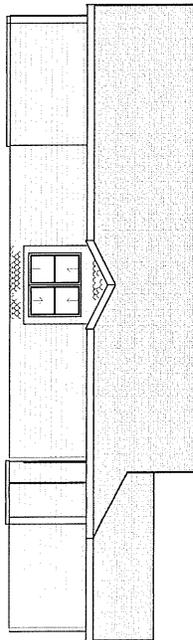
ELEVATIONS
 1/4" = 1'-0"
 1277 # No.240402 #3
ON-LINE DRAFTING
 ESTABLISHED 1986
 705-382-5005



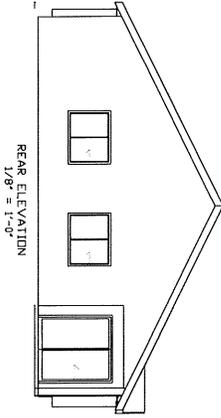
FIRST FLOOR
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 1277 # No. 240402 #3
ON-LINE DRAFTING
 ESTABLISHED 1986
 705-522-5105



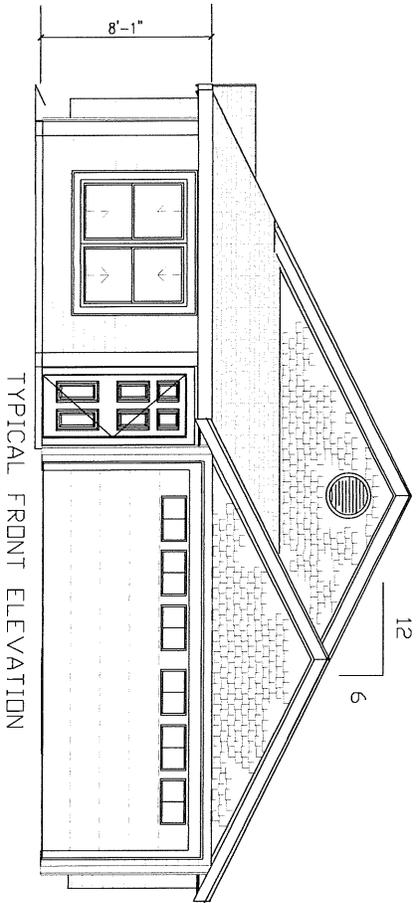
RIGHT ELEVATION
1/8" = 1'-0"



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



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



TYPICAL FRONT ELEVATION

Seabrook Estates
ELEVATIONS lot 3

1/4" = 1'-0"

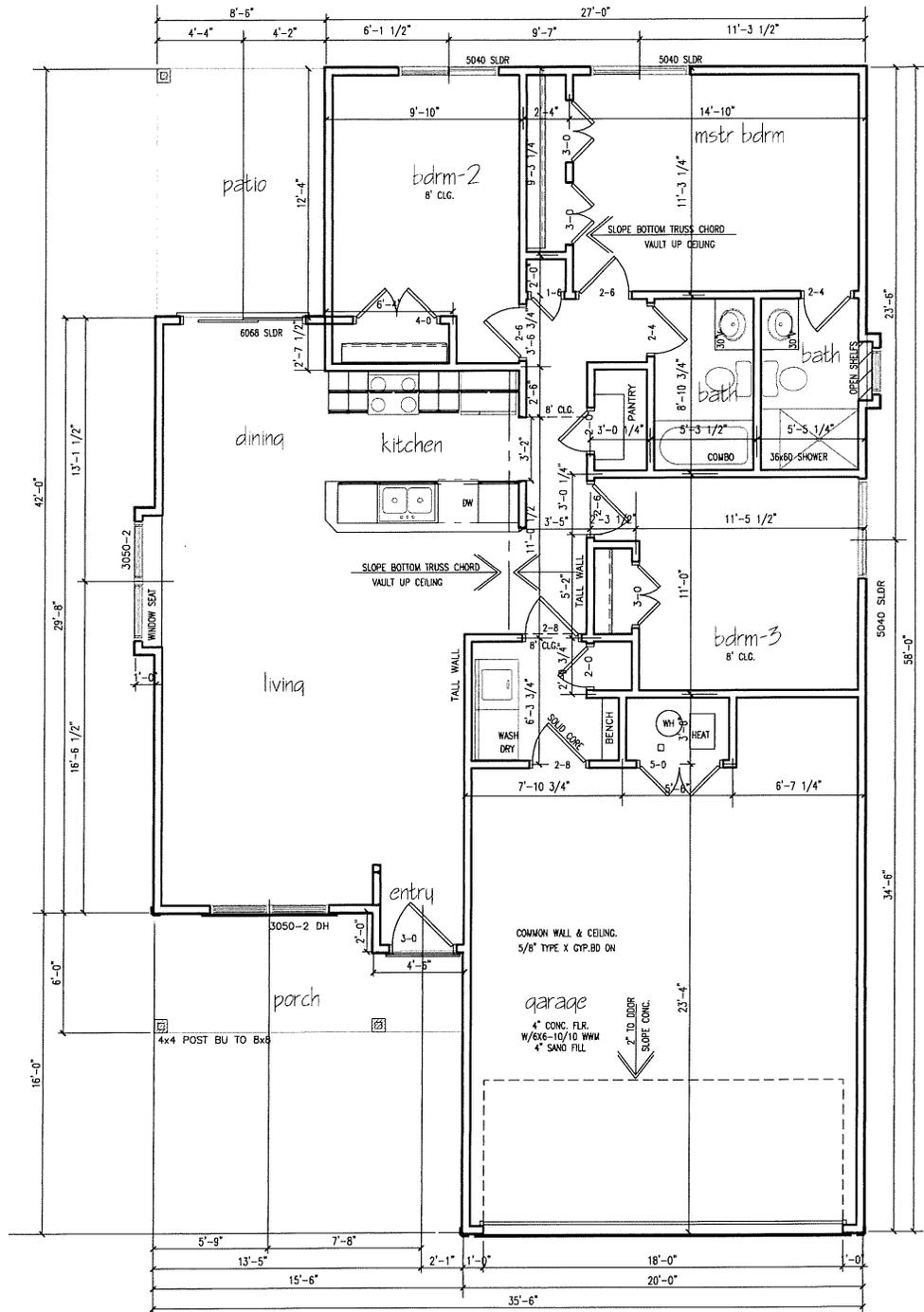
1253#

No. 220303

ON-LINE DRAFTING

established 1968
TOPEKA, KANSAS
785-232-5405

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



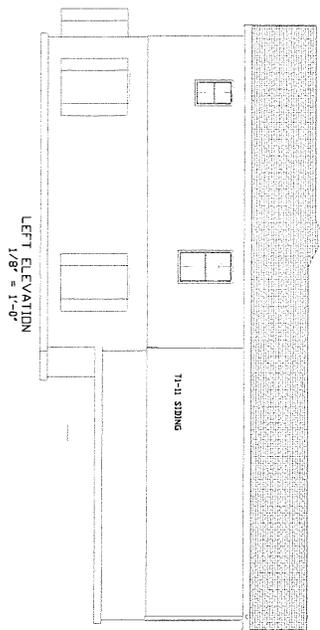
Seabrook Estates
 FLOOR PLAN Lot 3

1/4" = 1'-0"

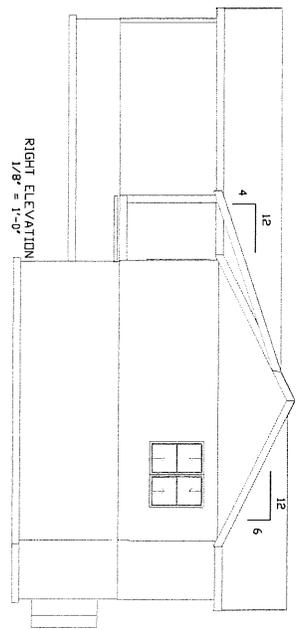
1253# No. 220303

ON-LINE DRAFTING

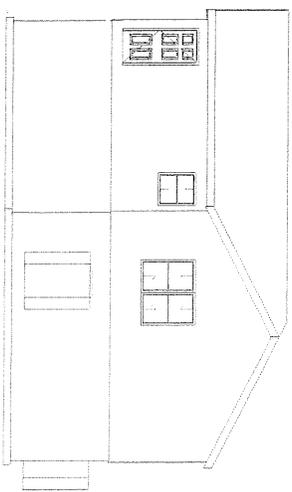
established 1988
 TOPICKA, KANSAS
 785-232-5405



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



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



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



TYPICAL FRONT ELEVATION

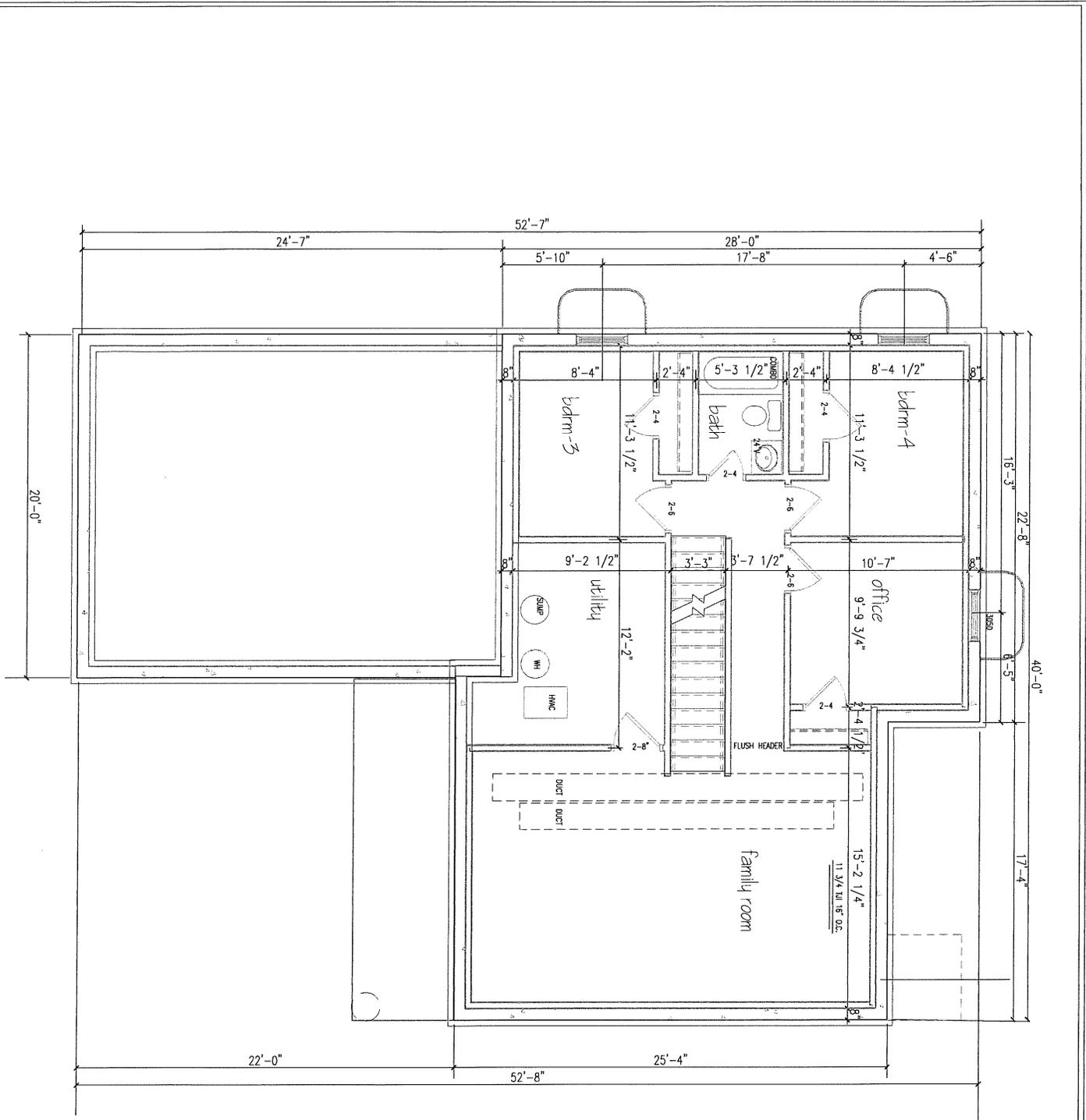
ELEVATIONS

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
Total				\$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 | 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 26th 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 1st, 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.

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

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

EST. TIME	EVENT
August 2024	<ul style="list-style-type: none">• Four (4) single family homes on Block E, Lots 1 and 2, and Block A, Lots 1 and 6 are started.• Continue to build additional homes as they sell.
August 2024 to December 2026	<ul style="list-style-type: none">• 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.

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"/>	<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 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	PC/Gd	Floors	LVP-C/Gd
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Frame/Gd	Walls	DW/Gd
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area 0 sq. ft.	Roof Surface	Ashalt/Gd	Trim/Finish	Wood/Gd
<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Complete/Gd	Bath Floor	LVP/Gd
Design (Style) Ranch	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	D-H/Gd	Bath Wainscot	F-O/Gd
Year Built 2024	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Yes/Gd	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Gd	<input checked="" type="checkbox"/> Driveway	# of Cars 2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities		Woodstove(s) #	0
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel Gas	Fireplace(s) #	0	Fence	None
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	Patio	<input checked="" type="checkbox"/> Porch	Front
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	None	<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 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 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 200,000 to \$ 320,000				
There are 32 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 200,000 to \$ 320,000				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
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	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment
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.

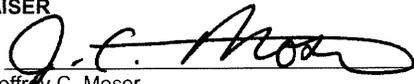
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

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
APPAISED 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

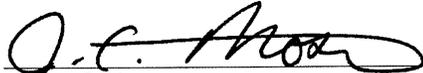
ADDITIONAL COMMENTS

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 <u></u> 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>	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
Effective Date of Appraisal <u>06/05/2024</u>	

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

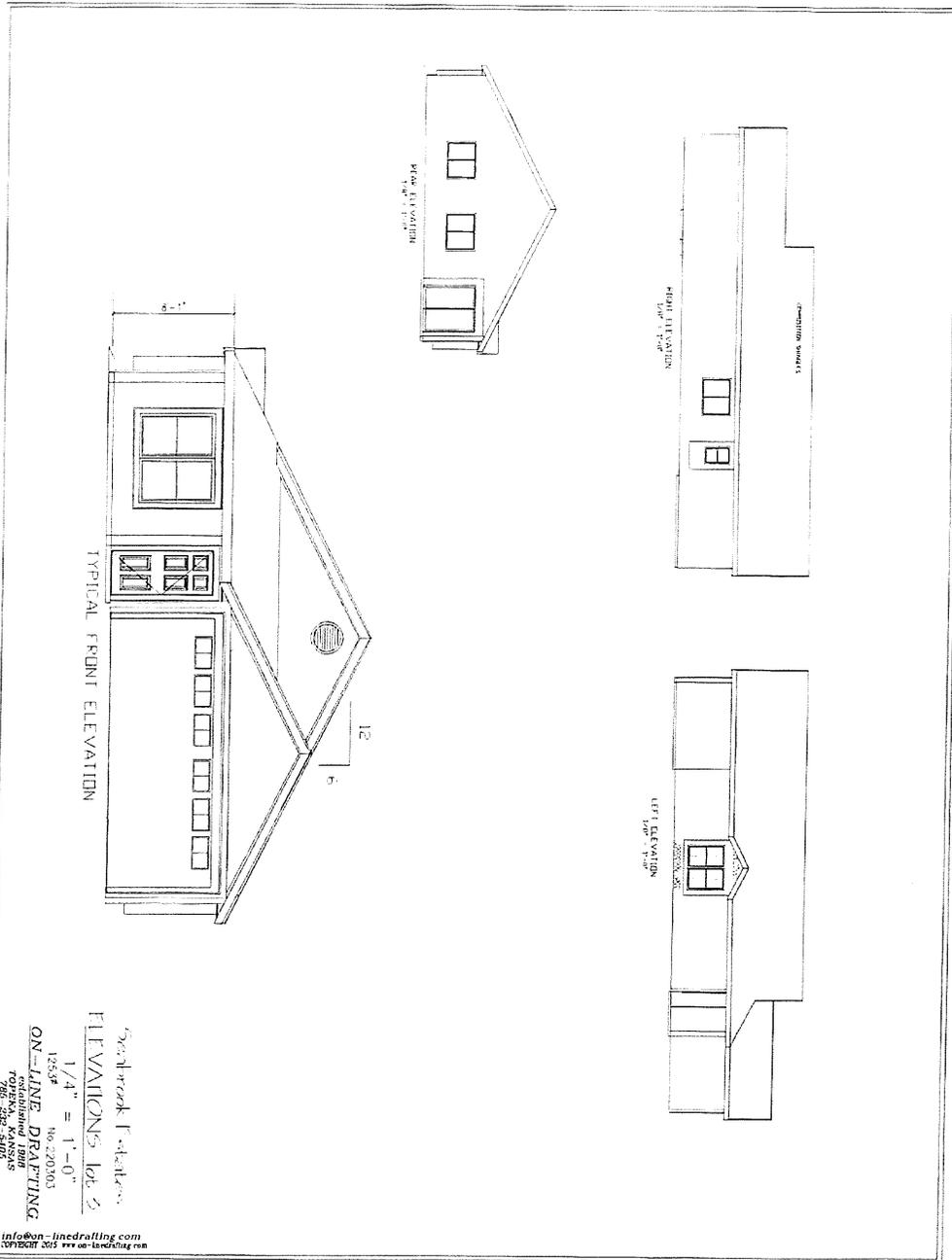
License #: R-174
 Effective Date: 07/01/2023
 Expiration Date: 06/30/2024



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			



Gen 111 Construction
 ELEVATIONS, Job 5
 1/4" = 1'-0"
 12535 No. 270003
 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

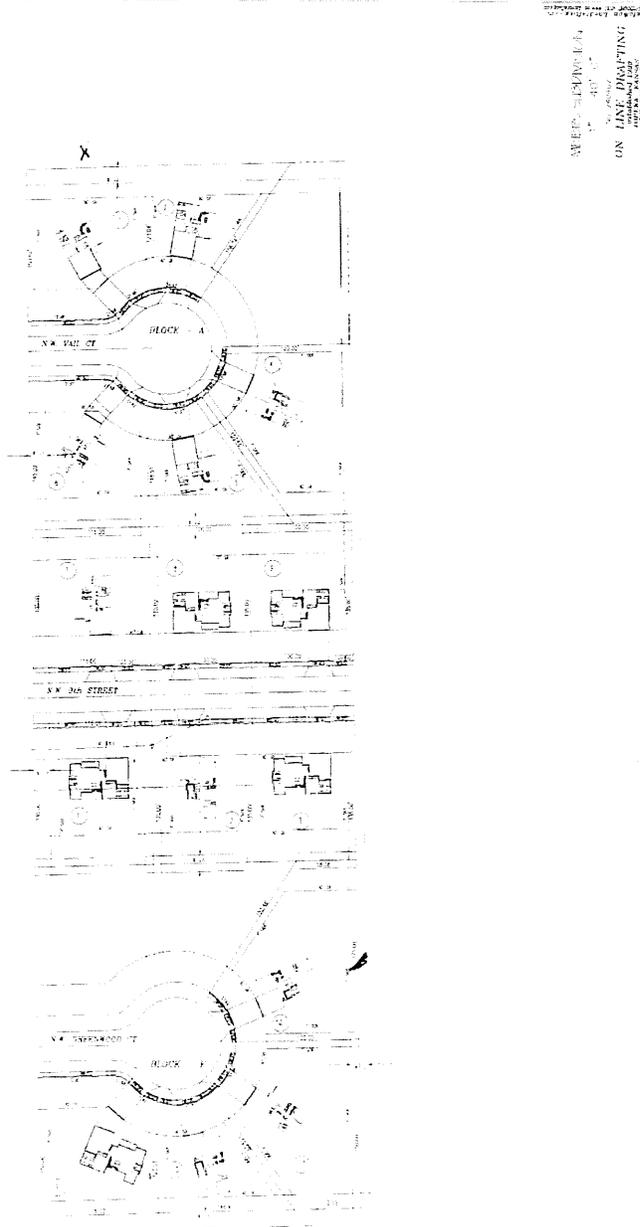
City Topeka

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

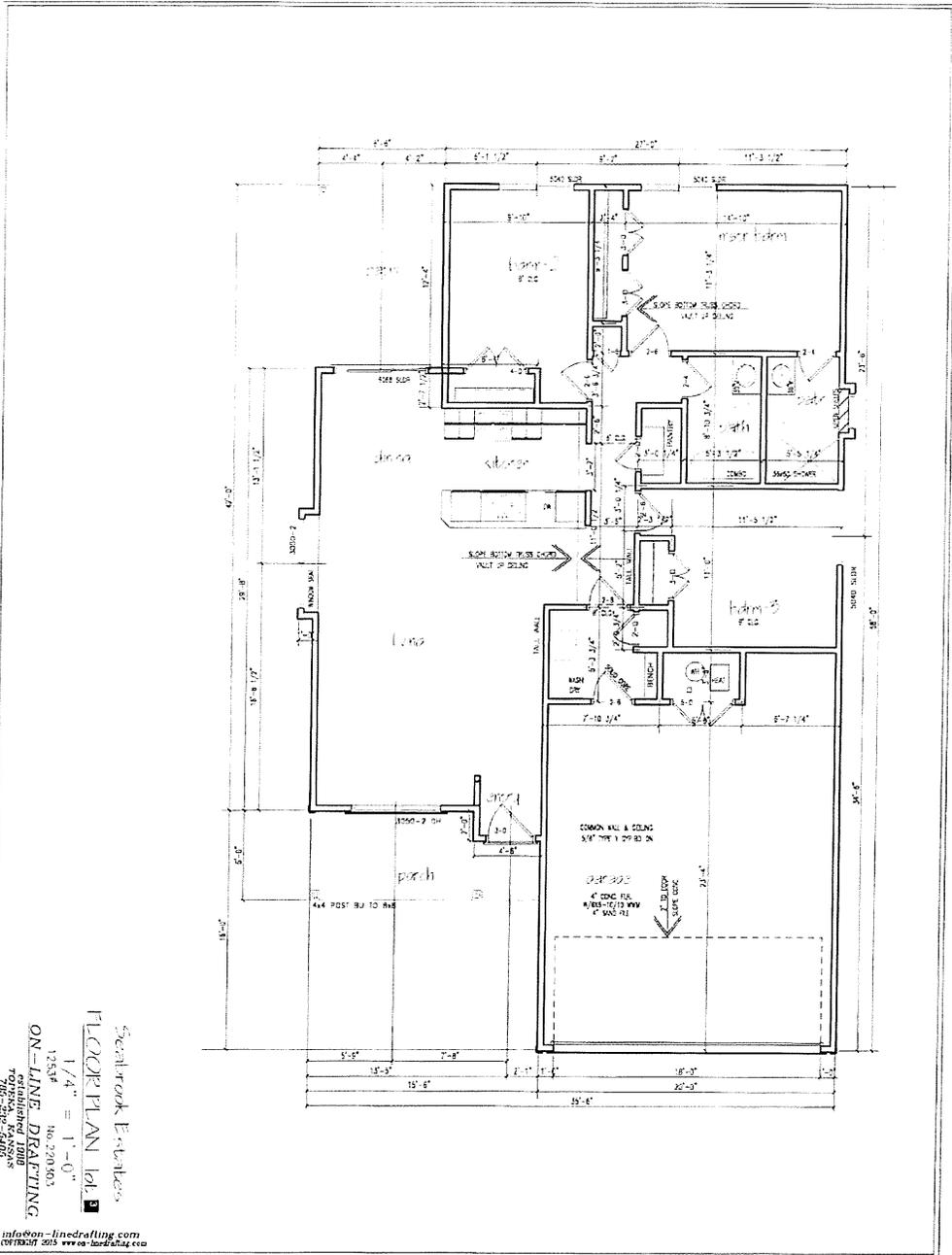
Room Count 6-3-2.0

Living Area 1,253

Value Indication \$235,000

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			

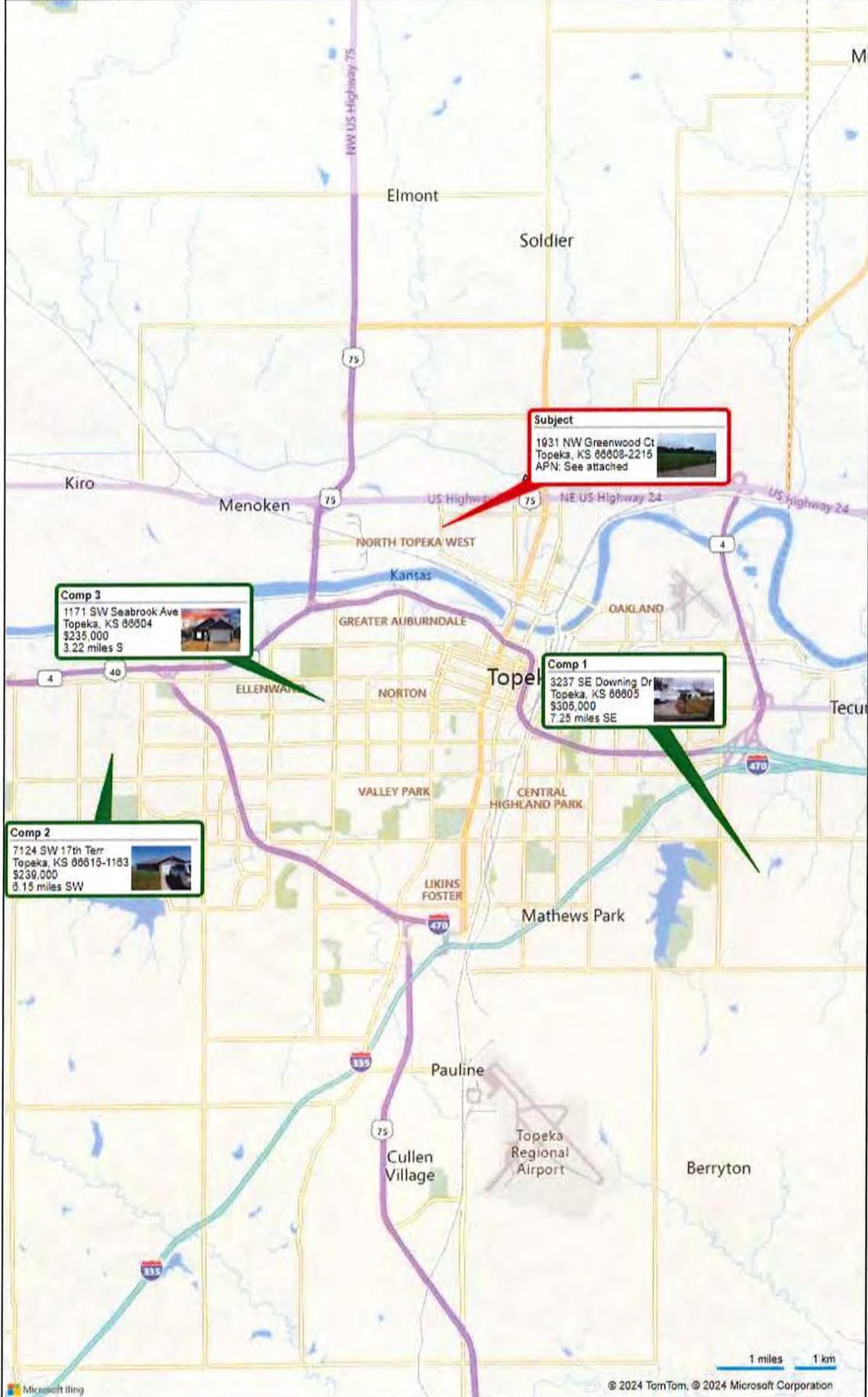


Specialties
 Floor Plan 16L
 1/4" = 1'-0"
 12588 No. 27060
 ON-LINE DRAFTING
 7000 W. 110th St.
 Overland Park, KS
 760-392-5100

info@on-linedrafting.com
 (913) 392-5100 www.on-linedrafting.com

LOCATION MAP

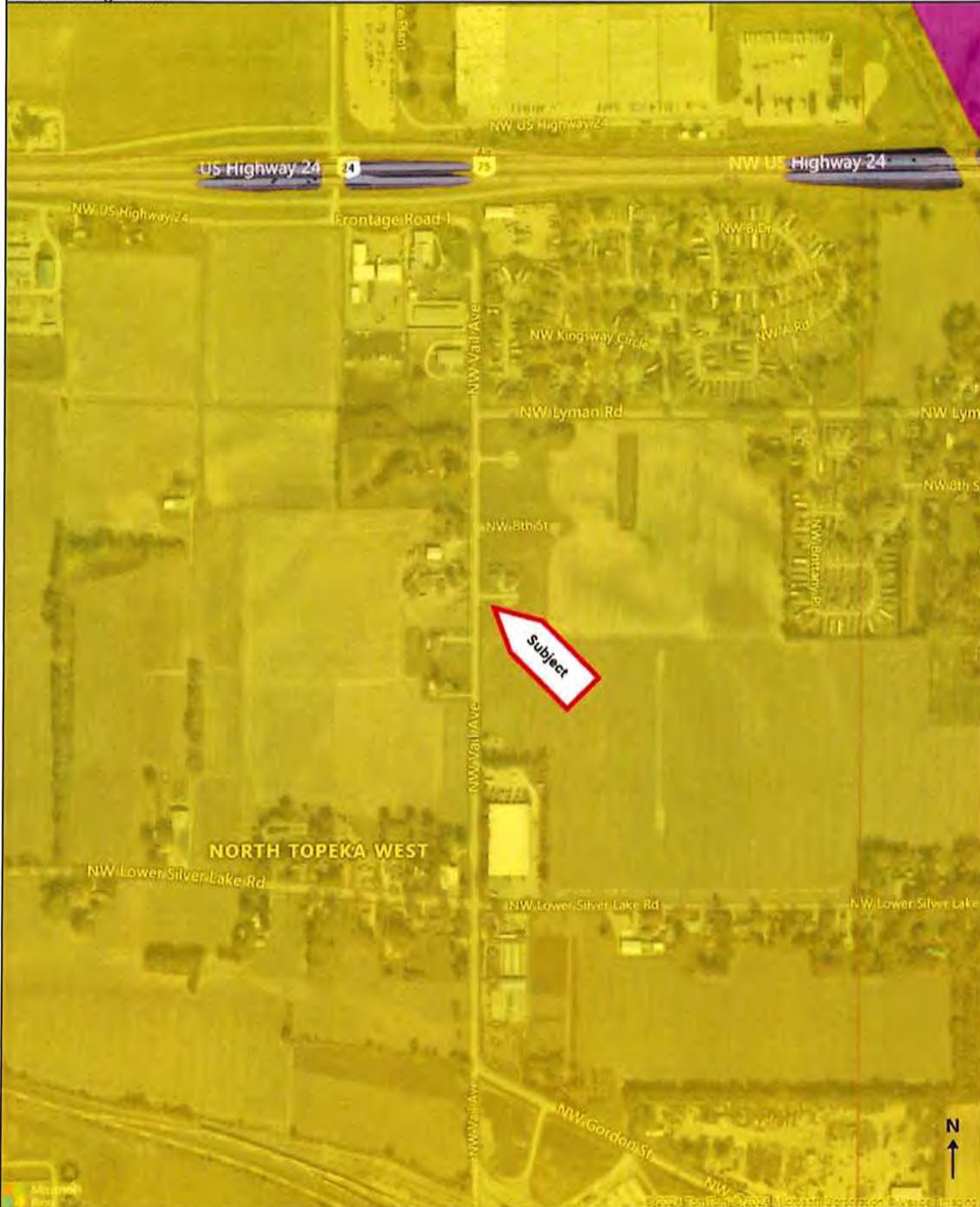
Borrower/Owner Gen 111 Construction			
Property Address 1931 NW Greenwood Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-2215
Client Heritage Bank			



1 miles 1 km

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.

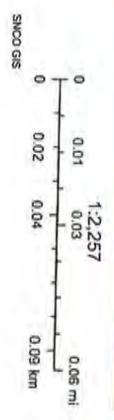
SITE PLAN

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

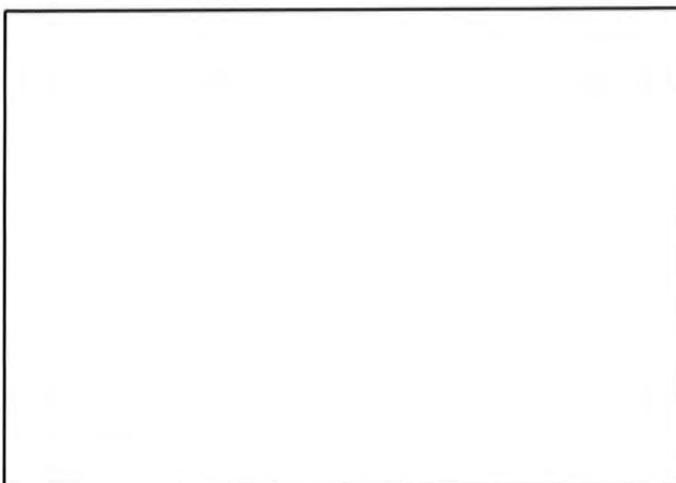
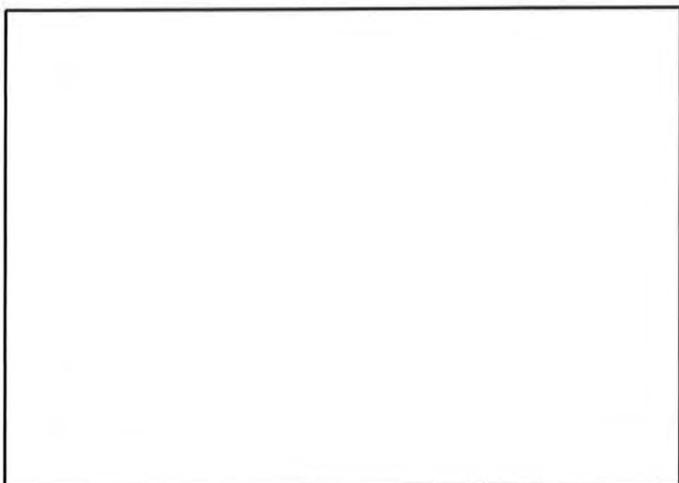
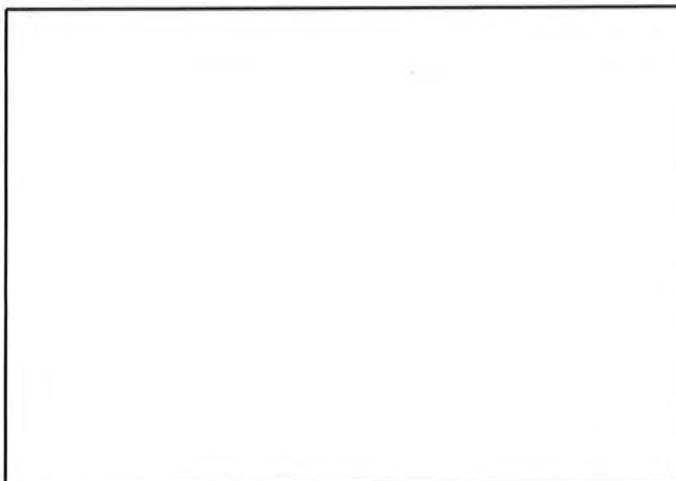
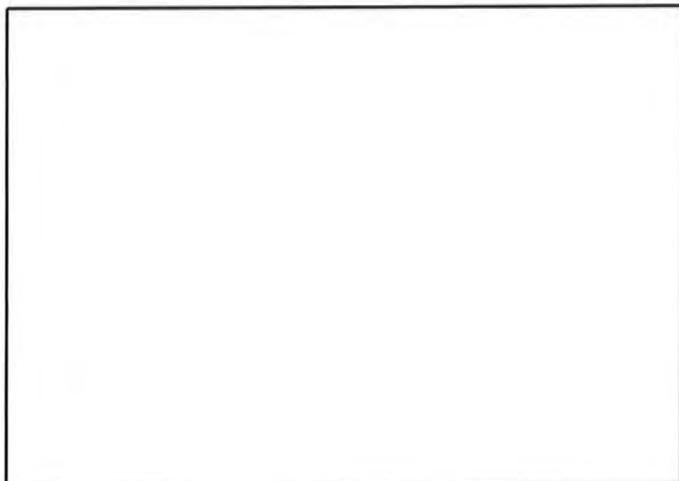
Client Heritage Bank



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
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

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 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 **123.43Fx150.1LSx115Rx123RS** Area **16278 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"/>	<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 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. The subject site is a corner site. Utilities for the area are typical. There are no adverse site conditions apparent.

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	PC/Gd	Floors	LVP-C/Gd
# of Stories	1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	Frame/Gd	Walls	DW/Gd
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area	1,082 sq. ft.	Roof Surface	Ashalt/Gd	Trim/Finish	Wood/Gd
	<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	90 %	Gutters & Downspouts	Complete/Gd	Bath Floor	LVP/Gd
Design (Style)	Ranch	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump		Window Type	D-H/Gd	Bath Wainscot	F-O/Gd
Year Built	2024	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	Yes/Gd	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs)	0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	Yes/Gd	Driveway	# of Cars 2
Attic	<input type="checkbox"/> None	Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities		Woodstove(s) #	0
	<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel	Gas	Fireplace(s) #	0	Fence	None
	<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling	<input checked="" type="checkbox"/> Central Air Conditioning	Patios/Deck	Patio	Porch	Front
	<input type="checkbox"/> Finished <input type="checkbox"/> Heated	Individual	<input type="checkbox"/> Other	Pool	None	Other	None
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)		Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in
Finished area above grade contains: 5 Rooms 2 Bedrooms 2.0 Bath(s) 1,082 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 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 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 260,000 to \$ 349,000					
There are 79 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 260,000 to \$ 349,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
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.	
	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.	
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	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)	
PUD INFORMATION	PROJECT INFORMATION FOR PUDs (if applicable)	
	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 Gen 111 Construction			
Property Address 2120 NW Vail Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-1650
Lender/Client Heritage Bank			

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

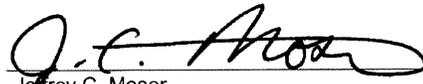
ADDITIONAL COMMENTS

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>
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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

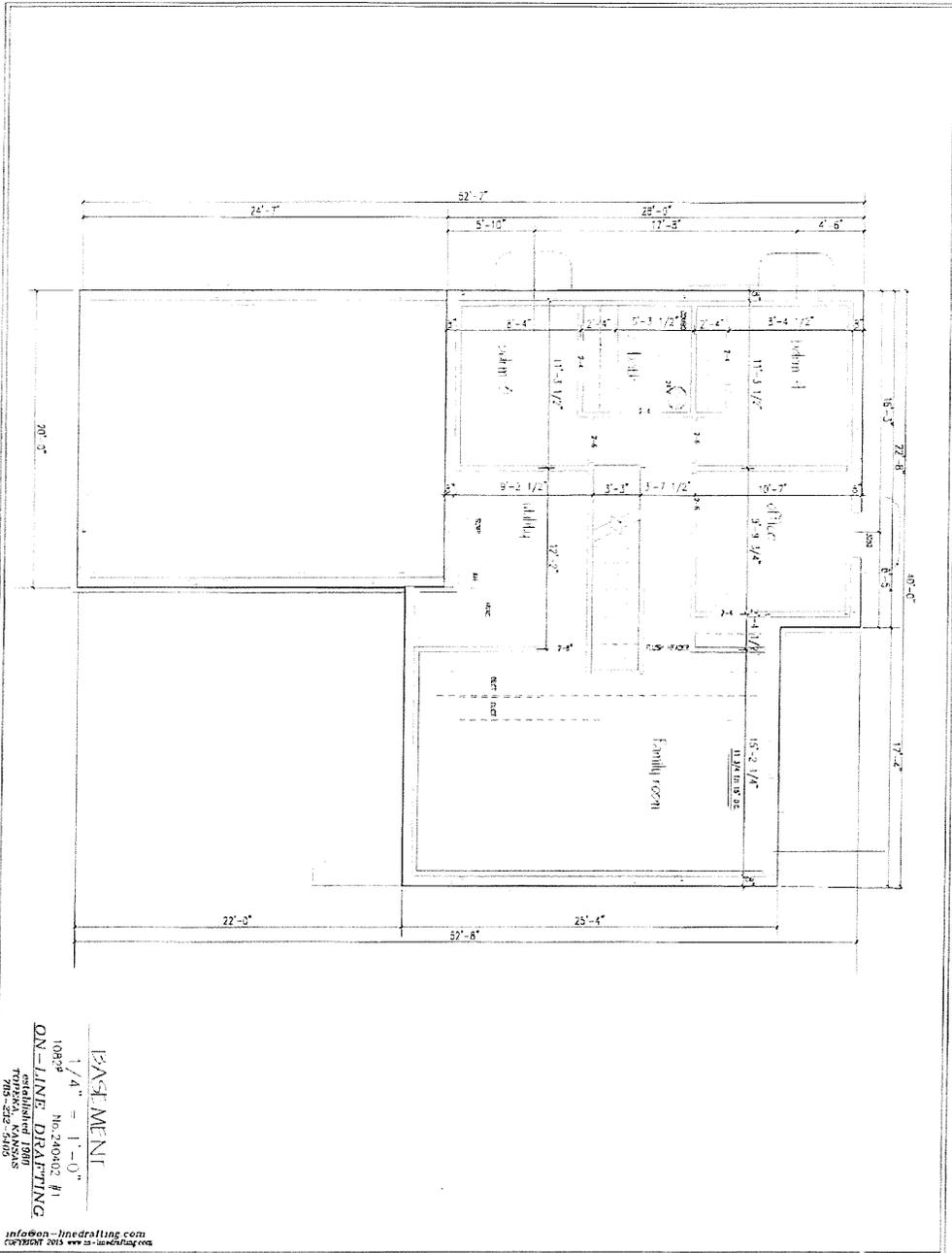
Effective Date: 07/01/2023

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			



ON-LINE DRAFTING
 established 1980
 715-273-4100
 info@onlinedrafting.com
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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

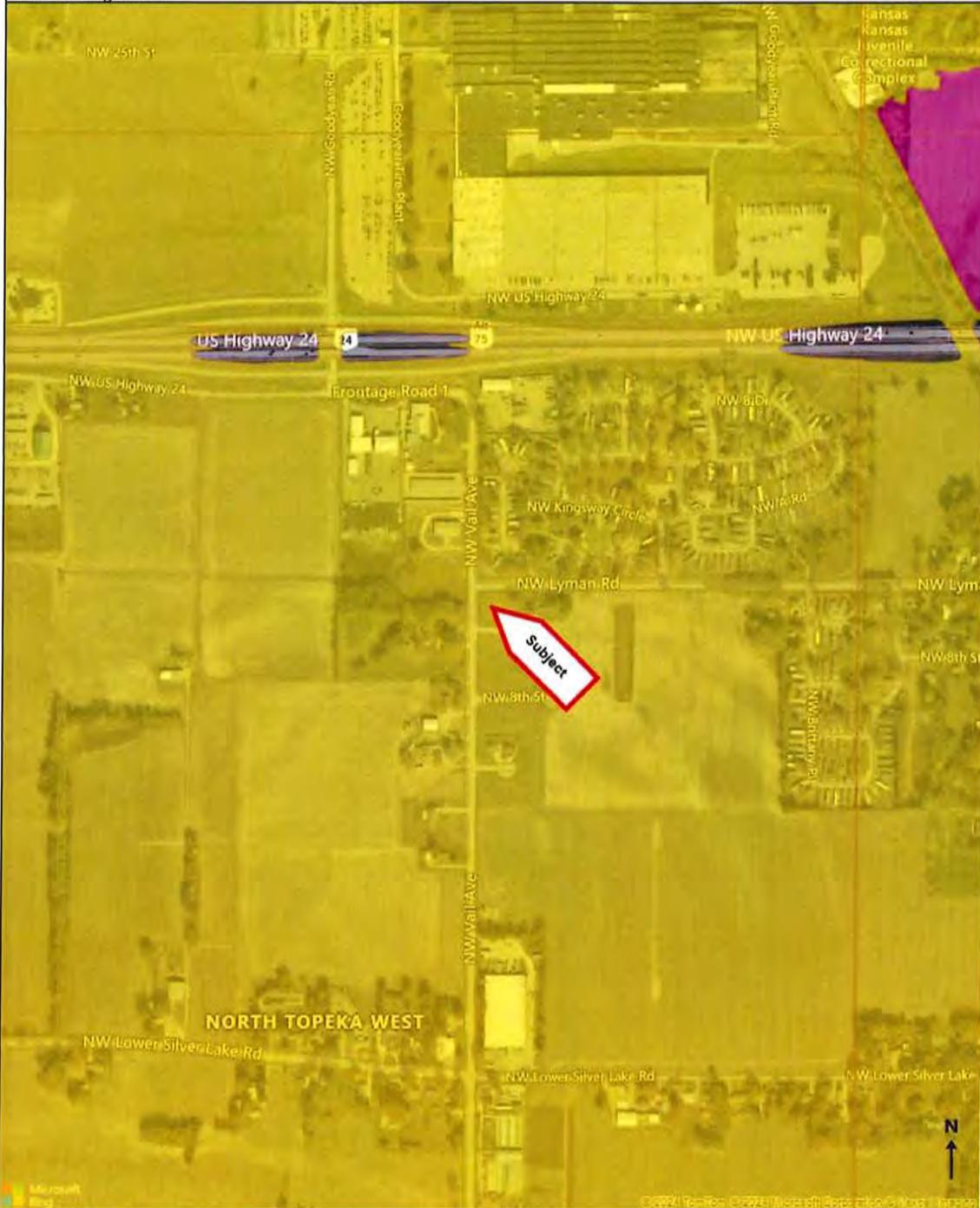
**COMPARABLE #3**3931 NW Krysten St
Topeka, KS 66618

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

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

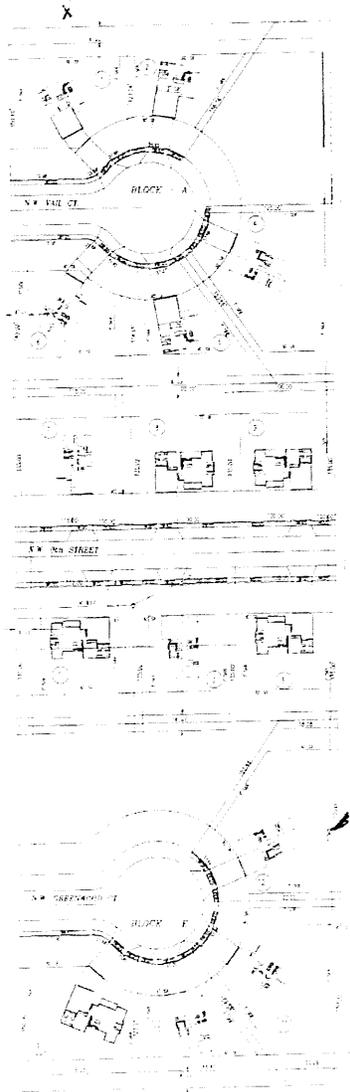
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank



PROJECT NO. 2120VAILCT
DATE 11/11/11
SCALE 1/8" = 1'-0"
ON LINE DRAFTING
PROJECT NO. 2120VAILCT
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

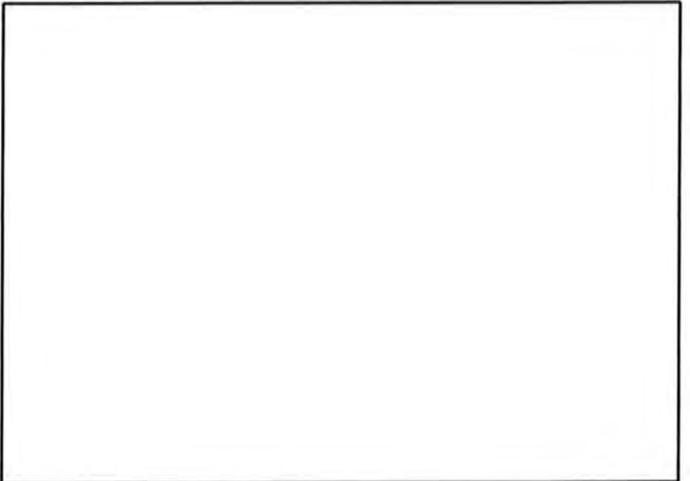
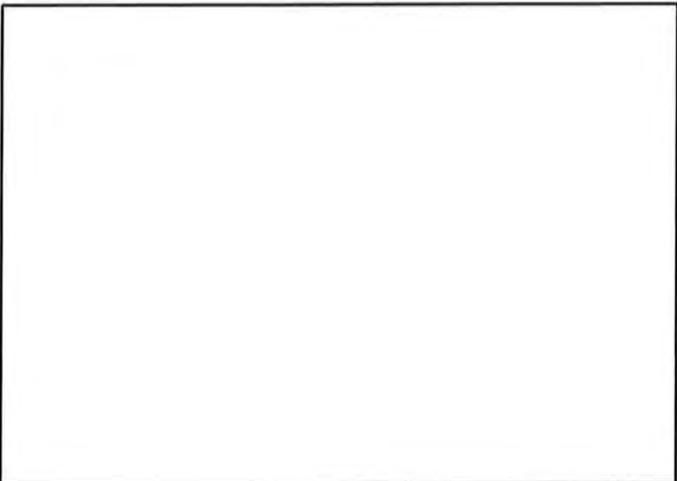
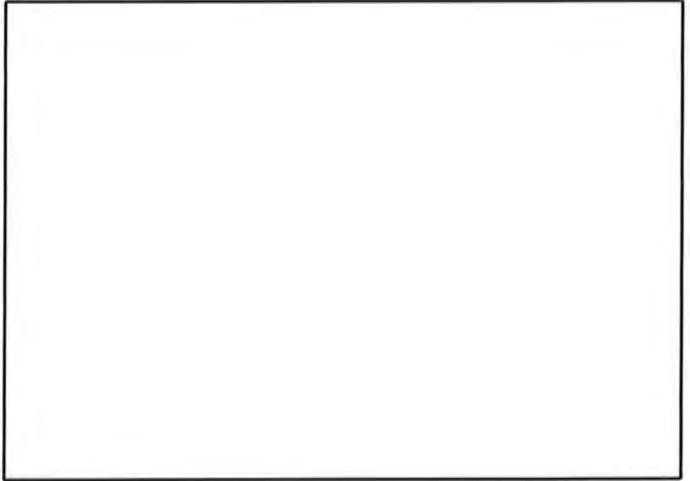
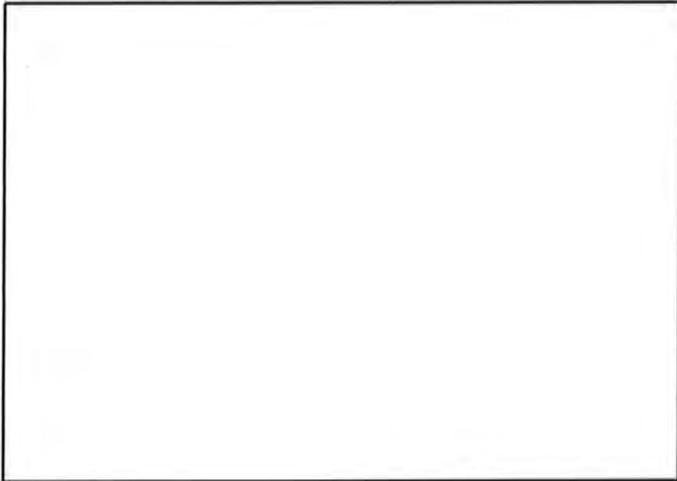
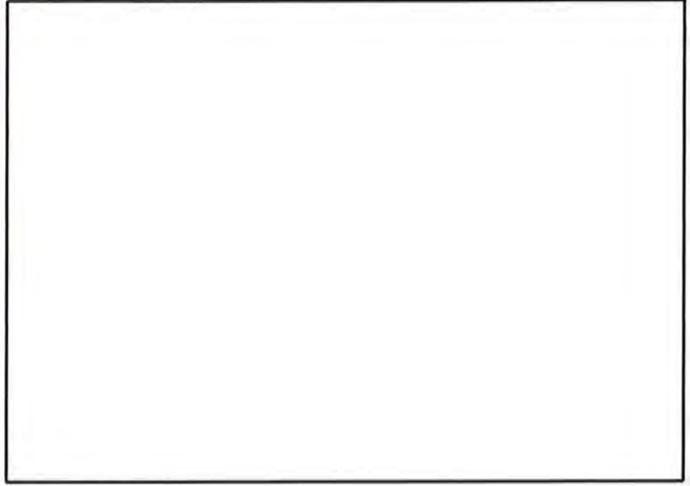
State KS

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

EXHIBIT B
RHID LEGAL DESCRIPTION

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

EXHIBIT C-1
PROJECT COSTS

EST. PROJECT COSTS	
Land Acquisition	\$ 397,500
Site Prep	377,150
Public Infrastructure	60,000
Vertical Construction	3,170,000
Other Costs	14,000
Total Costs	\$ 4,018,650

EXHIBIT C-2**RHID ELIGIBLE COSTS**

EST. RHID ELIGIBLE COSTS	
Land Acquisition	\$ 227,150
Site Prep	\$ 150,000
Public Infrastructure	60,000
Other Costs	14,000
Total Costs	\$ 451,150

**EXHIBIT D
CERTIFICATION OF EXPENDITURES**

Date: _____

Certification # _____

City Clerk of the
City of Topeka, Kansas

In accordance with the Development Agreement for the Riverstone (Meier’s Place) RHID dated _____, 2023 (the “Agreement”), between the City of Topeka, Kansas, (the “City”), and Gen III Construction & Development LLC., (the “Developer”), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

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

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

The total amount of reimbursement requested by this Certificate is \$_____, which amount is itemized on Attachment D-1 attached hereto and which Attachment D-1 includes ___ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate. Attached to Attachment D-1 are copies of the contract, invoice or other billing for the RHID Eligible Project Costs for which the Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such RHID Eligible Project Costs and hereby certify that such copies are true and accurate copies of the original documents.

Gen III Construction & Development LLC
A Kansas Limited Liability Company_____

By: _____
Name
Title

**EXHIBIT D-1 TO
CERTIFICATION OF EXPENDITURES
(RIVERSTONE
(MEIER'S PLACE)
RHID) PAGE_
OF**

Date: _____

Certificate # _____

Description of Expense (attach additional supporting documentation)

Amount of Expense

\$_

\$

\$

\$

Total Expenses

\$_

Initials of Developer



CITY OF
TOPEKA



Riverstone (Meier's Place)

Subdivision, Gen III
Construction & Development
LLC

RHID Approval Request

Riverstone (Meier's Place) Sub

- Riverstone (Meier's Place) Sub is located NW corner of Lyman Rd and Vail Ave. This area falls south of North 24 hwy.
- The map on the right shows the platted parcels that make up a portion of the 15 new single family homes proposed with this phase 1 development project.



Meier's Place Subdivision Developments

- Meier's Place proposal will add 15 additional single family homes with potential for 41 additional homes in future development plans.
- Homes in this development will range from 1,200 to 1,750 square feet with a 3 bedroom 2 bathroom layout to include a 2 car garage.
- A target price range to help fill the demand gap in the area will be between \$260,000 to \$325,000 depending on design layout.



RHID Process Overview

- March 14th - the City of Topeka received an application requesting the creation of an RHID district for **Riverstone (Meier's Place) Subdivision**.
- May 7th - the Governing Body approved resolution 9526 allowing staff to submit the proposed RHID district to KS Dept. of Commerce for creation approval.
- May 30th - KS Dept. of Commerce approved the RHID district creation allowing us to start working with Gen III Construction on their Phase 2 Housing Plan application.
- June 21st - Gen III Construction submitted their Phase 2 RHID Housing Development Plan.
- August 13th – RHID Review Team met to review financial analysis findings from proposal and sent back comments to developer.
- August 23rd – Development Agreement was signed by the developer pending final approval from Governing Body.
- September 10th – Public Hearing set for Oct. 15th and Funding agreement approved.
- October 15th – Public Hearing and final approval request of development agreement.



RHID Reimbursement

- After review of the financial analysis and negotiations with the Developer the City's RHID Review agreed to the following estimated RHID reimbursement amounts with an absolute cap of \$385,000 amounting to 9.58% of the total estimated project costs:

ESTIMATED SOURCES AND USES OF FUNDS	
USES	
Land Acquisition	\$ 397,500
Site Prep	377,150
Project Construction Costs	3,244,000
Total Uses	\$ 4,018,650
SOURCES	
Bank Loan	\$ 3,096,000
Developer Equity	922,650
Total Uses	\$ 4,018,650

AGREED-UPON RHID REIMBURSEMENT	
Land Acquisition	\$ 227,150
Site Prep	150,000
Public Infrastructure	60,000
Other Costs	14,000
Eligible RHID Costs	\$ 451,150
<i>Subject to a Cap of</i>	<i>\$ 385,000</i>

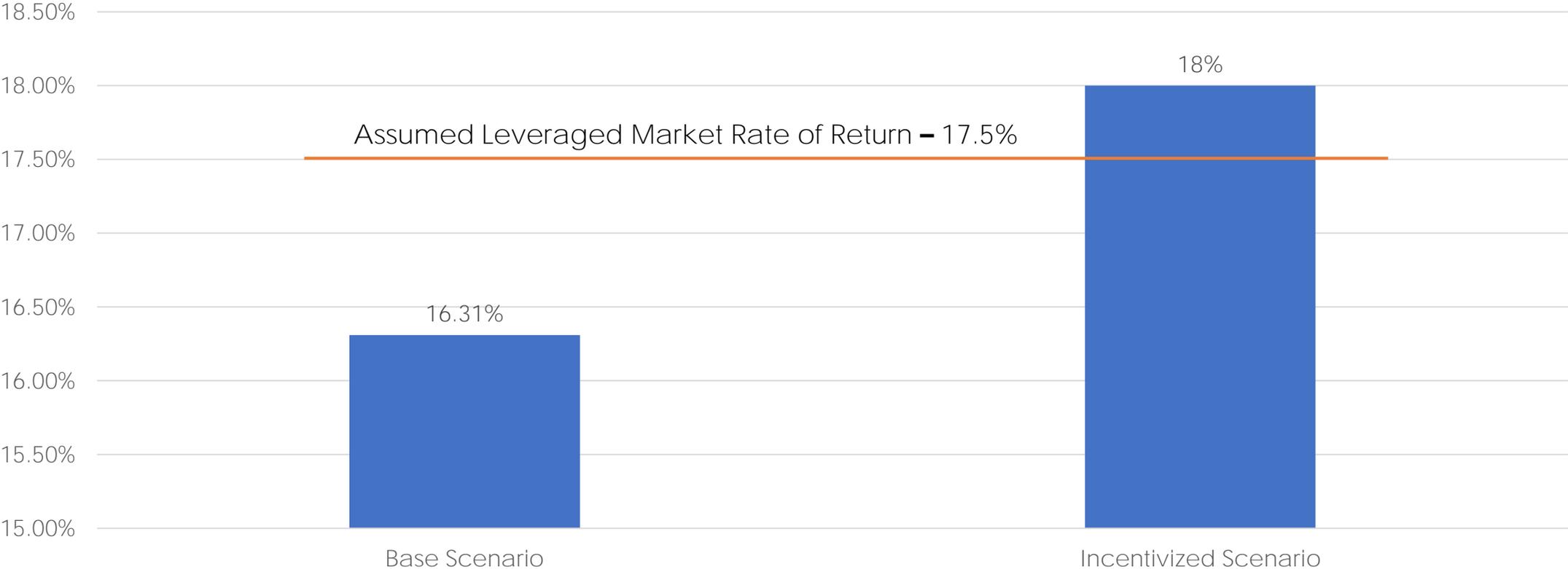


- The RHID Review Team determined that, given the relative speed at which the Developer proposes to construct the Project, a simple default mechanism in the development agreement causing some or all of its future RHID benefit to be reduced or eliminated if it does not perform—along with the “earn-up” structure of the RHID cap—to be a sufficient “guaranty” under City policy.
- Example of “earn-up” structure:
 - (a) Upon the completion of four (4) homes, as evidenced by receipt of a certificate of occupancy from the City for each of the four homes, the cap will increase from \$0 to \$110,000;
 - (b) Upon the completion of seven (7) homes in total, the cap will increase from \$110,000 to \$200,000;



Financial “but-for” Testing

Rate of Return





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 #: Contract No. 52381

SECOND PARTY/SUBJECT: Gen III Construction
and Development LLC

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #: 2024

PAGE #: 225

APPROVED 9-10-2024

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. 52381
FUNDING AGREEMENT**

THIS FUNDING AGREEMENT (the "Agreement") is entered into this 10th day of September, 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 7th 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 (30th) 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 7th Street
Topeka, KS 66603

With a copy to:

Amanda Stanley
City Attorney
City Hall, Room 353
215 SE 7th 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

Walker Brazdt
Its: Gen III managing member

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this 23rd day of August, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid. Walker Brazdt 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

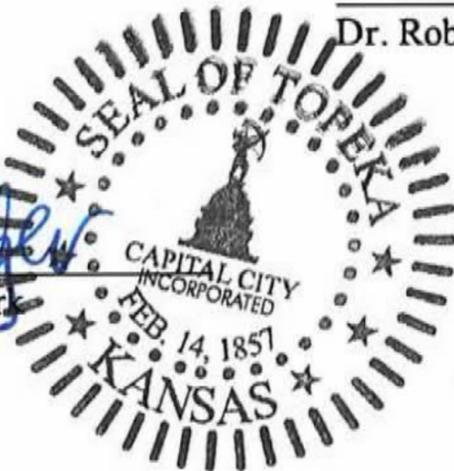


CITY OF TOPEKA, KANSAS

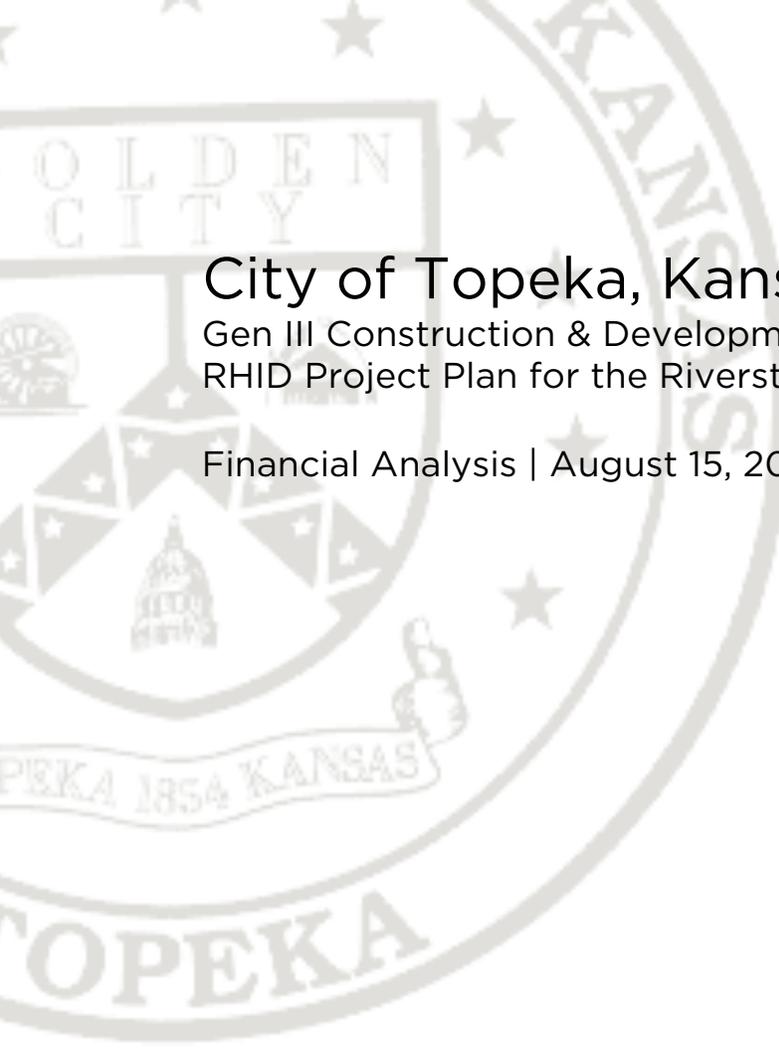
Robert Perez
Dr. Robert Perez, City Manager

ATTEST:

Brenda Younger
Brenda Younger, City Clerk



APPROVED AS TO
FORM AND LEGALITY
By: Amanda Stanley
Amanda Stanley



City of Topeka, Kansas

Gen III Construction & Development LLC

RHID Project Plan for the Riverstone (Meier's Place) Subdivision

Financial Analysis | August 15, 2024





Columbia Capital Management, LLC
6700 Antioch, Suite 250
Merriam, Kansas 66204
913.312.8077

Jeff White
Managing Member
jwhite@columbiacapital.com

Columbia Capital is an SEC-registered investment adviser and a registered municipal advisor. Columbia Capital provides advice as a fiduciary to its clients.



INTRODUCTION

Gen III Construction & Development LLC, a Kansas limited liability company (the “Developer”), requests the City of Topeka (“City”) approve a Reinvestment Housing Incentive District Act (“RHID”) project plan in the Riverstone subdivision (formerly Meier’s Place), generally in the southeast quadrant of NW Vale Ave. and NW Lyman Rd. (the “Plan”). The Plan would result in the development of an estimated 15 for-sale homes across a mix of four floor plans constructed over approximately two years with supporting infrastructure (the “Project”). According to the records of the Kansas Secretary of State, the Developer is in good standing as of August 4, 2024.

The purpose of this financial analysis (the “Analysis”) is to satisfy the requirements of Kansas statutes related to the development of an RHID (KSA 12-5241 *et seq.*), specifically the requirement found at KSA 12-5245(a)(7), and to assess the Project against the City’s own RHID policy.

RHID is a tool that allows a city to identify a defined geographic area within which certain *ad valorem* property taxes may be captured for a period of limited duration and redirected to the payment or reimbursement of certain eligible project costs, all with the goal of increasing quality housing stock within the community. RHID is limited to a 25-year duration from the effective date of a project plan.

RELATIONSHIPS

Columbia Capital Management, LLC (the “Financial Advisor”) is a registered municipal advisor and serves as the City’s financial advisor. The City engaged the Financial Advisor to provide a financial evaluation of the Plan and to make certain statutory findings. The Financial Advisor is not now, nor has ever been, engaged by the Developer or its related entities to provide it with similar services.

The Financial Advisor serves as a fiduciary to the City. The reader’s interests may vary from those of the City’s.

RELIANCE

This Analysis is not a projection of the likelihood of success of the project proposed in the Plan and as described more fully herein. In preparing this analysis, the Financial Advisor relied upon certain data and information supplied to it by the Developer, by the City and secured from third parties. Except where noted herein, the Financial Advisor has relied upon this data and information without independently verifying the veracity or reliability of such information. The Analysis may not be used except in the context of the City's review of the Developer's request for RHID incentives. The Analysis assumes all components of the Project are developed as described herein.

As with any work of this kind, the Analysis is almost exclusively forward-looking. The reader should note that small changes in modeling inputs could have significant impacts on modeled financial outcomes. The reader must consider this Analysis in light of contractual arrangements that the City would expect to undertake with the Developer to formalize the development components of the Plan and its anticipated timing for completion.

HOUSING NEEDS

The City conducted its July 2020 Citywide Housing Market Study and Strategy (the "Housing Study") which identified a need for development of up to 420 new housing units per year or 2,300 units over a five-year period to address the need not being met by the market. These units include for-sale and for-rent across affordable, workforce, senior, market rate and upscale categories.

On May 7, 2024, the Topeka City Council adopted Resolution 9526 making the requisite findings detailed at KSA 12-5244, related to the City's lack of quality housing stock. On May 30, 2024, the Kansas Secretary of Commerce advised the City in writing, pursuant to KSA 12-5244(c), that he agreed with each of the findings in City Resolution 9526, permitting the City to proceed with the creation of an RHID district and, if further approved by the Topeka City Council, the Plan.

CITY RHID POLICY

On December 20, 2022, the Topeka City Council adopted Resolution 9379, establishing the City's RHID policy (the "RHID Policy"). The RHID Policy expresses the City's willingness to use RHID as a tool to implement the recommendations of the Housing Study. The RHID Policy establishes procedures by which housing developers can petition for RHID benefits and also establishes the following requirements:

- Applicants must provide sufficient detail about the proposed project to permit the City to undertake significant due diligence
- Applicants must bear the costs of effecting the RHID incentive, including covering the costs of the City's advisors and counsel
- Applicants must certify that they are not delinquent on the payment of property taxes or special assessments on any property they own in Shawnee County
- Applicants must certify that they do not have outstanding utility bills, zoning or property maintenance issues, or code cases pending before the City

- Applicants must meet a “but-for” standard in order to qualify for RHID incentive: but for the presence of the incentive, the proposed project could not proceed
- Applicants must provide contractual and financial guarantees to ensure the RHID project will be constructed as proposed

The RHID Policy requires the City’s Finance Director to review an applicant’s proposal, to assess the application for completeness against the statutory and policy requirements, and to prepare a financial analysis consistent with KSA 12-5245(a)(7):

a comprehensive analysis of the feasibility of providing housing tax incentives in the district, as provided in this act, that shows the public benefits derived from such district will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such district. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis.

THE PROJECT

The Developer proposes to construct 15 for-sale homes, most with sale prices of approximately \$260,000, generally in the southeast quadrant of NW Vale Ave. and NW Lyman Rd. The Developer reports its expectation to construct the homes along the following development schedule:

- September 2024 through March 2025: four homes
- March 2025 through September 2025: three homes
- September 2025 through March 2026: three homes
- March 2026 through September 2026: three homes
- September 2026 through December 2026: two homes

The Developer documented a site acquisition cost of \$397,500 and provided engineering estimates showing site preparation costs and total public infrastructure costs totaling approximately \$437,150. It provided its own vertical construction estimates.

The Developer has secured a construction loan with Heritage Bank to support the development. Columbia Capital verified with a representative of Heritage that the Developer has access to the requisite equity to construct the first four homes.

ESTIMATED SOURCES AND USES OF FUNDS	
USES	
Land Acquisition	\$ 397,500
Site Prep	377,150
Project Construction Costs	3,244,000
Total Uses	\$ 4,018,650
SOURCES	
Bank Loan	\$ 3,096,000
Developer Equity	922,650
Total Uses	\$ 4,018,650

The Developer requests pay-as-you-go RHID incentive and will cover RHID-eligible costs with its own funds until RHID proceeds are available to reimburse it.

USE OF RHID PROCEEDS

Initial Request. The Developer requested total RHID reimbursement of \$848,589, related to costs in the following categories:

REQUESTED RHID REIMBURSEMENT	
Land Acquisition	\$ 397,500
Site Prep	377,150
Public Infrastructure	60,000
Contingency/Other	13,939
Total RHID Reimbursements	\$ 848,589

City RHID Review Team. On August 14, 2024, the City’s RHID Review Team reviewed the Developer’s application along with our preliminary financial analysis and concluded that a full reimbursement at the Developer’s request would be likely to lead to a return on investment that was substantially in excess of the required market return on the project.

In follow-up to that meeting, the Developer agreed to the terms of a development agreement limiting RHID reimbursement to the following estimated amounts with an absolute cap of \$385,000 in reimbursement:

AGREED-UPON RHID REIMBURSEMENT	
Land Acquisition	\$ 227,150
Site Prep	150,000
Public Infrastructure	60,000
Other Costs	14,000
Eligible RHID Costs	\$ 451,150
<i>Subject to a Cap of</i>	<i>\$ 385,000</i>

Further, the Developer agreed to an “earn-up” of the \$385,000 reimbursement cap pursuant to the following schedule:

- (a) Upon the completion of four (4) homes, as evidenced by receipt of a certificate of occupancy from the City for each of the four homes, the cap will increase from \$0 to \$110,000;
- (b) Upon the completion of seven (7) homes in total, the cap will increase from \$110,000 to \$200,000;
- (c) Upon the completion of ten (10) homes in total, the cap will increase from \$200,000 to \$270,000;
- (d) Upon the completion of thirteen (13) homes in total, the cap will increase from \$270,000 to \$340,000;
- (e) Upon the completion of fifteen (15) homes in total, the cap will increase from \$340,000 to \$385,000.

Based upon the Developer’s projections of construction timing and Project tax valuation upon completion, and assuming current mill levy rates persist over time, we estimate Developer would receive full reimbursement in 2035.

CITY POLICY FINDINGS

Based upon our review of the information provided by the Developer and from our own calculations derived from this information, we find the following:

- the Developer has provided adequate information in its application and follow-up materials to allow us to complete the Analysis
- the Developer proposes to construct approximately 12 of the 15 units with sale prices targeted to be \$260,000. The remaining three homes would have targeted sales prices of \$325,000.
- the Developer reports very little existing supply of three- to five-bedroom homes in the Seaman school district in this price range. The homes will be constructed on currently vacant land that was originally platted in 2009.
- the Developer has not offered specific indications of its intent to guaranty completion. Neither has not offered third-party support for such guaranties (letters of credit, performance/payment bonds, etc.). We note that, through direct conversation with a representative of the Developer and its banker at Heritage Bank, both confirmed that Developer has sufficient equity to meet the loan-to-value requirements of the construction loan on the initial tranche of four homes (construction commencing this fall), along with the expectation that Developer would use the sale proceeds from the initial tranche of homes to fund its equity contribution on the next tranche and so on.

The RHID Review Team determined that, given the relative speed at which the Developer proposes to construct the Project, a simple default mechanism in the development agreement causing some or all of its future RHID benefit to be reduced or eliminated if it does not perform—along with the “earn-up” structure of the RHID cap—to be a sufficient “guaranty” under City policy.

- the Developer likely meets the but-for requirement of the Policy as summarized below:



PRO FORMA RATE OF RETURN ANALYSIS	
BASE SCENARIO (No Incentives)	EQUITY RATE OF RETURN
Calculated Rate of Return	15.38%
Market Rate of Return	15-20%

INCENTIVIZED SCENARIO (RHID)	EQUITY RATE OF RETURN
Calculated Rate of Return	17.25%
Market Rate of Return	15-20%

• Equity Rate of Return allows us to evaluate the projected financial return to the developer on the project as measured by the return on the developer's equity over the holding period. The reversion amount is a measure of the net cash released to the developer at the end of the holding period, after repayment of any loans outstanding.

We project that leveraged returns for the Project without incentives would likely be at the bottom end of an estimated “market” return, and that the Project with the benefit of the RHID reimbursements at the negotiated cap (\$385,000) would be near the mid-point of an estimated rate of market returns. The Developer advises its lending commitment is based upon its success in securing RHID reimbursement.

We provide additional detail regarding our approach to calculating the but-for test in the appendix to this Analysis, including cautions about the challenge in identifying a “market” rate of return for this project.

We note that we have not verified that neither the Developer nor its principals are delinquent on tax or special assessment payments and encourage the City to undertake such a review.

STATUTORY FINDINGS

Based upon our review of the information provided by the Developer, we find the following:

- the estimated costs of the Project are \$4,018,650
- the costs of the Project will be initially paid through a combination of Developer equity and private financing totaling at least \$4,018,650
- the City anticipates using approximately \$385,000 in RHID proceeds over time to reimburse the Developer’s RHID eligible costs as identified herein

As such, the Plan’s benefits and RHID revenue and other available revenues under subsection (a)(7) of K.S.A. 12-5245, and amendments thereto, are expected to exceed or be sufficient to pay for the Plan’s project costs.



APPENDIX | “BUT-FOR” METHODOLOGY

The City’s ultimate desire for any commercial property is that it be developed to its highest and best use. An efficiently used site will maximize the City’s future tax receipts from the Project and will provide the Topeka community with access to amenities and experiences that might not be available in the community today. Without development impediments, a private developer would be willing to produce such an outcome without public subsidy in the project.

Philosophical Approach. Most modern urban redevelopment suffers from challenges that increase project costs and reduce investor returns versus similar projects on greenfield sites. Demolition and site preparation, environmental remediation, new or revitalized public utilities, parking and transportation infrastructure improvements are the common drivers of these higher costs. Philosophically, cities desire to “level the playing field” between more expensive infill sites and less costly “greenfield” sites (undeveloped properties) through the payment of incentives to infill developers. Cities desire to provide incentives that will equalize the profitability of an infill site and a greenfield site. The challenge for all cities is the asymmetry of information available to assess what, exactly, is this “perfect” level of incentive. Developers often have a desired minimum amount of incentives in mind, but cities are forced to guess this number. The key risk for a city in this challenging dance is that it ends up over-incentivizing the infill project by agreeing to pay the developer a subsidy amount higher than the developer would have accepted to move forward with the project.

“But-For” Test. The City maintains a policy requirement that an RHID incentives grant meet the so-called “but-for” test. The but-for test is simple in theory: but-for the presence of the incentives, the project would not proceed. As described above, urban infill development faces significant barriers to attracting private capital versus less costly, more certain greenfield developments.

In practice, the but-for test is challenging to apply. The City does not know the intentions of the Developer and the Developer has an incentive (and depending on its corporate structure, potentially a duty) to maximize its return from the investment in a project. While it is often



fairly easy to recognize that conditions at a particular site will require significant investment to make the site attractive to development, it is more challenging to quantify how much incentive is necessary to level the playing field with the cost of developing the same project at another site.

The but-for calculation generally relies on a comparison of the developer's return on investment, both with and without incentives, against market rates of return for similar projects. These types of analyses are blunt instruments, at best. Legitimate debates persist about calculation inputs, cashflow discounting rates and calculation mechanics at the end of the analysis period. Additionally, these analyses are often performed using concept plan-level project cost information, generic assumptions about sources of project income (lease rates, property sale proceeds) and speculative estimates of potential drivers of new tax revenues (retail sales per square foot, post-construction assessed valuation, construction completion timing). The result is that the developer and the city providing the incentives can draw very different conclusions from the same set of analytical inputs.

QUANTIFICATION OF INCENTIVES REQUESTED

In order to assess the value to the Developer of the incentives requested, it is important first to try to quantify their value. All financial projections suffer from a very fuzzy crystal ball. The potential end-of-life of the incentives requested for the Project is more than 20 years from now. (The RHID potentially extends 25 years from its commencement date.) This uncertainty falls mostly to the Developer—that is the reason it demands a rate of return on the Project that substantially exceeds a “risk free” rate of return. It is also one of the reasons why mixed-use developments have become so popular: a project including assets which have more predictable performance and value over time (such as multi-family housing) provides a less-risky overall development than one focused solely on retail.

The City is also at risk, however, in this transaction. By granting incentives, it is making an affirmative decision to cause a project to develop at this site that the market itself will not support. Further, it agrees to continue to support that project financially for more than two decades. If another, better use for this site emerges five or ten years from now, the City will not be able to revisit its decision of 2024. There is an opportunity cost to the City to forgo the property (and, in some cases, sales) taxes from the Project for nearly a generation. Additionally, each time the City grants incentives to a project it creates precedent for future projects. The City's prudent use of incentives here will provide a foundation for future development incentives requests from other developers.

APPROPRIATENESS OF THE INCENTIVES GRANT

As described above, the City's interest (presuming it desires to see the Developer construct the Project) is to provide just enough incentive to cause the Developer to proceed with the Project—but not a penny more. Where the parties have diametrically opposing interests (the Developer wants to maximize its incentives grant while the City wants to pay none), we look to calculate the Project's internal rate of return (“IRR”) with and without incentives, and then compares those rates with what we believe represents market rates of return for similar projects.



Unlike many commercial real estate asset classes, “capitalization rates” for similar projects in the region are not published for single family home development. The capitalization rate or cap rate—an indicator of value relative to stabilized NOI—is a commonly used metric of real estate pricing. Cap rate is a measure of property value per dollar of current net income. Cap rate is useful as a basic valuation measure so an investor can see how a specific project’s valuation compares to other, similar projects. IRR is similar to the concept of “net present value,” and captures the rate of return earned on an investment during a specific time frame, assuming a reinvestment of cash flows at the same return rate. Typically, we can use the cap rate as a proxy for the market rate of return required to induce the Developer to invest in the Project versus another development elsewhere.

Here, however, we do not have that third-party market guidance and, instead, will need to work with a proxy: what is the return the Developer could expect investing in other asset classes and what is a “reasonable” return for this project, including leverage (bank debt) as anticipated? We know the “risk-free” rate of return—US Treasuries—hovers around five (5) percent for short-term investments. Due to an inverted yield curve, that expected risk-free rate actually declines with longer-dated investments: as of the close of markets on August 2, 2024, the 10-year Treasury yielded 3.80%, while the 30-year yielded 4.11%. With risk-free rates around four percent, riskier asset classes have needed to pay high single- or low-double digit returns on an unleveraged basis to attract investment over the last 12-18 months. We expect the Developer, here, would want to see leveraged returns in the mid- to high-teens—say 15-20%. (As a comparison, we heard from potential investors in Hotel Topeka that they would need to returns in the low-20s on a leveraged basis.)

The table below summarizes the output of our models. Consistent with convention for real estate transactions, our IRR calculation is a ten-year analysis assuming a hypothetical sale of the Project at the end of the tenth year. Here, we expect that sale would include just the right to receive future RHID reimbursement, as the Developer anticipates selling all completed homes ahead of this time. (Please note that this assumption is more mathematical than practical: there is likely no secondary market for the sale of a future stream of RHID revenues without such sale also including physical assets.)

As shown in the summary, we project that leveraged returns for the Project without incentives would likely be at the bottom end of a “market” return, and that the Project with the benefit of the RHID reimbursements totaling the \$385,000 agreed-upon cap would likely provide a leverage return in near the mid-point of our assessment of a range of market returns. Please note the Developer advises its lending commitment is based upon its success in securing RHID reimbursement.





CITY OF TOPEKA
Riverstone Subdivision RHID

Version: Gen III IRR Model-v2-081524.xlsx
Last Updated:

PRO FORMA RATE OF RETURN ANALYSIS

BASE SCENARIO (No Incentives)	EQUITY RATE OF RETURN
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Calculated Rate of Return	17.25%
Market Rate of Return	15-20%

- Equity Rate of Return allows us to evaluate the projected financial return to the developer on the project as measured by the return on the developer's equity over the holding period. The reversion amount is a measure of the net cash released to the developer at the end of the holding period, after repayment of any loans outstanding.

Given our IRR calculations, it is the opinion of Columbia Capital that the requested incentives are required for the Project to develop as proposed by the Developer; this the developer likely meets the but-for test. The RHID Review Team agreed with our recommendations that the City consider taking actions in the development agreement to reduce the risk the Developer benefits from above-market post-incentive returns. As a result, the fully-negotiated development agreement includes a cap on RHID reimbursement at \$385,000 along with an “earn-up” structure to get to this cap based upon the total number of homes constructed.





CITY OF TOPEKA

Application for Creation of a RHID Housing Development Plan

'24 JUN 21 PM 4:00
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.

<u>Name</u>	<u>Address</u>	<u>Related Interests</u>
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

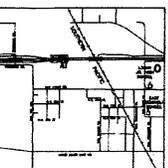
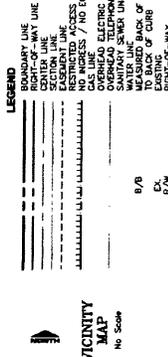


EXHIBIT A

Insert or attach here:

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

A MASTER PLANNED UNIT DEVELOPMENT FOR: MEIER'S PLACE



LEGAL DESCRIPTION:
LOTS 1 THROUGH 9, BLOCK 4, LOTS 1 THROUGH 3 AND LOTS 9 THROUGH 14, BLOCK 5, IN THE MEIER'S PLACE SUBDIVISION, IN CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS.

PROJECT PERFORMANCE OBJECTIVES:
The development that includes a single family and duplex neighborhood.

GENERAL NOTES:
1. THIS PROPERTY LIES WITHIN ZONE C (AREA OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD HAZARD MAP NO. 20187-012-E WITH AN EFFECTIVE DATE OF DECEMBER 1, 1981. THE SUBJECT TRACT LIES IN ZONE X, AREA OF AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 1% TO 10% FLOODING WITH NO EFFECTIVE DATE.

GENERAL NOTES CONTINUED:
2. PURSUANT TO SECTION 48-2408, THE APPLICANT MUST RECORD THE PLANS WITHIN THE PRESCRIBED PERIOD OR PROVIDE THE RECORD TO THE CITY ENGINEER WITHIN THE PRESCRIBED PERIOD OR PROVIDE THE RECORD TO THE CITY ENGINEER WITHIN THE PRESCRIBED PERIOD OR PROVIDE THE RECORD TO THE CITY ENGINEER WITHIN THE PRESCRIBED PERIOD OR PROVIDE THE RECORD TO THE CITY ENGINEER WITHIN THE PRESCRIBED PERIOD.

GENERAL NOTES:
3. ALL PUBLIC IMPROVEMENTS SHALL BE MADE TO CITY STANDARDS. SIDEWALKS SHALL BE INSTALLED FOR EACH INDIVIDUAL LOT AS THEY ARE ADJACENT TO A PUBLIC STREET OR HIGHWAY. CURBS SHALL BE INSTALLED PRIOR TO ANY NEW BUILDING PERMITS BEING ISSUED FOR LOTS ON NW GREENWOOD CT.

GENERAL NOTES:
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL SITE DEVELOPMENT PLANS HAVE BEEN REVIEWED BY CITY STAFF AND APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER SHALL ADDRESS BUILDING SITE LOCATIONS AND FOOTPRINT, JURISDICTIONS, AND RELATIONSHIP TO ADJACENT LOTS.

GENERAL NOTES:
5. COMPLETE BUILD OUT IS ANTICIPATED WITHIN FIVE YEARS.

BUILDING AND STRUCTURAL NOTES:
1. ZERO SETBACKS SHALL BE MAINTAINED BETWEEN DUPLEX UNITS TO PROVIDE FOR OWNERSHIP OF INDIVIDUAL UNITS WITHIN THE DUPLEX.
2. SETBACKS SHALL BE MAINTAINED AS SHOWN ON THIS PLAN.
3. USE GROUP DIMENSIONAL REQUIREMENTS APPLY UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN.

UTILITY NOTES:
1. ALL UTILITIES ARE EXISTING AND AVAILABLE FOR SERVICE.
2. ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT STANDARDS.

CIRCULATION PARKING AND TRAFFIC NOTES:
1. EACH SINGLE FAMILY UNIT SHALL HAVE AT LEAST TWO (2) GARAGE AND DRIVEWAY PARKING SPACES.

OWNER'S CERTIFICATE:
I, RUTH L. GILGANNON, COLLECTIONS MANAGER, ADDRESS: 1100 S. W. 10TH ST., TOPEKA, KS 66604, DO HEREBY CERTIFY FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF, I, THE OWNER(S) OF THE ABOVE DESCRIBED PROPERTY, MEIER READY MIX, RUTH L. GILGANNON, COLLECTIONS MANAGER, HAS SIGNED THESE PRESENTS
THIS 18th DAY OF June, 2009.

Ruth L. Gilgannon
Ruth L. Gilgannon, Collections Manager, Meier Ready Mix

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:
BE IT REMEMBERED THAT ON THIS 18th DAY OF June, 2009, before me, the undersigned Notary Public, personally appeared RUTH L. GILGANNON, COLLECTIONS MANAGER, MEIER READY MIX, OWNER OF THE ABOVE DESCRIBED PROPERTY, who being duly sworn, acknowledged to me that she executed the foregoing instrument for the purposes and to the effect therein expressed.

I, MEIER, SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.
Notary Public
My Commission Expires 12/31/2011

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:
BE IT REMEMBERED THAT ON THIS 18th DAY OF June, 2009, before me, the undersigned Notary Public, personally appeared RUTH L. GILGANNON, COLLECTIONS MANAGER, MEIER READY MIX, OWNER OF THE ABOVE DESCRIBED PROPERTY, who being duly sworn, acknowledged to me that she executed the foregoing instrument for the purposes and to the effect therein expressed.

I, MEIER, SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.
Notary Public
My Commission Expires 12/31/2011

APPROVAL:
DAVID F. THURSON, SECRETARY
TOPEKA PLANNING COMMISSION

CERTIFICATION OF MASTER PLANNED UNIT DEVELOPMENT PLAN

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:
BE IT REMEMBERED THAT ON THIS 18th DAY OF June, 2009, before me, the undersigned Notary Public, personally appeared DAVID F. THURSON, SECRETARY, TOPEKA PLANNING COMMISSION, who being duly sworn, acknowledged to me that he executed the foregoing instrument for the purposes and to the effect therein expressed.

I, MEIER, SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.
Notary Public
My Commission Expires 12/31/2011

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS:
MARTIN RICHOLS, REGISTER OF DEEDS

THIS PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN HAS BEEN APPROVED BY THE TOPEKA PLANNING COMMISSION AND IS SUBJECT TO ARTICLE 24 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA, KANSAS, AND MAY BE AMENDED ONLY AS PRESCRIBED IN SECTION 16.02 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA, KANSAS. THIS DOCUMENT OR ANY SUBSEQUENTLY BE APPROVED AND RECORDED.

OWNER'S CERTIFICATE:
I, RUTH L. GILGANNON, COLLECTIONS MANAGER, ADDRESS: 1100 S. W. 10TH ST., TOPEKA, KS 66604, DO HEREBY CERTIFY FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF, I, THE OWNER(S) OF THE ABOVE DESCRIBED PROPERTY, MEIER READY MIX, RUTH L. GILGANNON, COLLECTIONS MANAGER, HAS SIGNED THESE PRESENTS
THIS 18th DAY OF June, 2009.

Ruth L. Gilgannon
Ruth L. Gilgannon, Collections Manager, Meier Ready Mix

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I, MEIER, SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.
Notary Public
My Commission Expires 12/31/2011

APPROVAL:
DAVID F. THURSON, SECRETARY
TOPEKA PLANNING COMMISSION

CERTIFICATION OF MASTER PLANNED UNIT DEVELOPMENT PLAN

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:
BE IT REMEMBERED THAT ON THIS 18th DAY OF June, 2009, before me, the undersigned Notary Public, personally appeared DAVID F. THURSON, SECRETARY, TOPEKA PLANNING COMMISSION, who being duly sworn, acknowledged to me that he executed the foregoing instrument for the purposes and to the effect therein expressed.

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Notary Public
My Commission Expires 12/31/2011

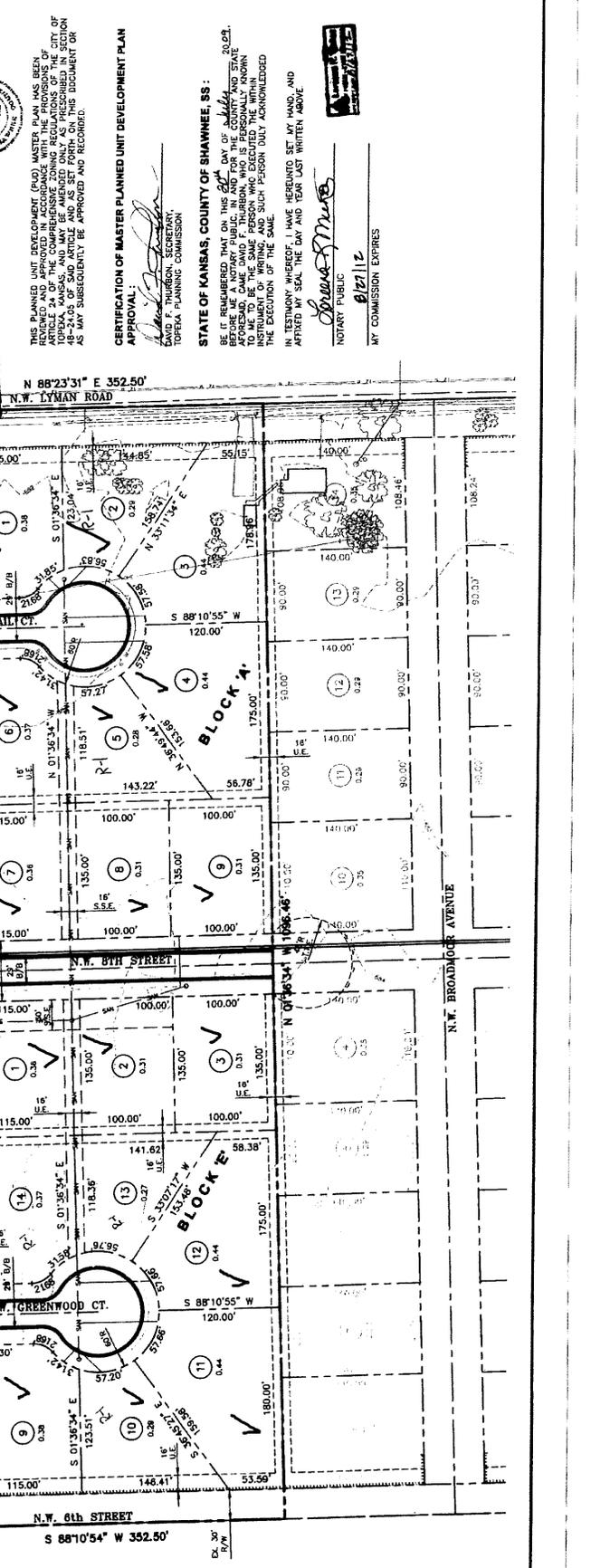


EXHIBIT B

Insert or attach here:

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

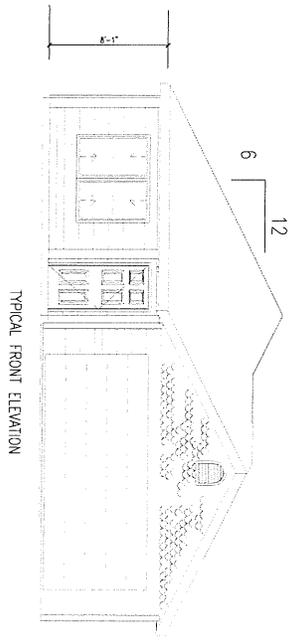
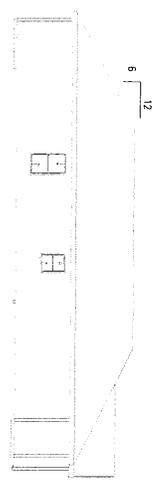
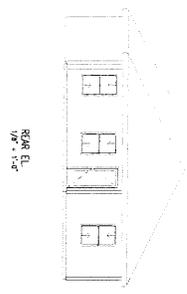
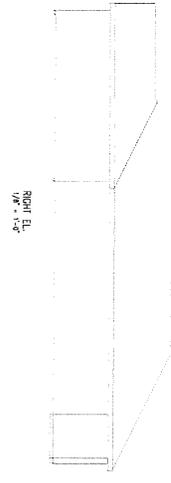
PARCELS OF RIVERSTONE SUBDIVISION

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

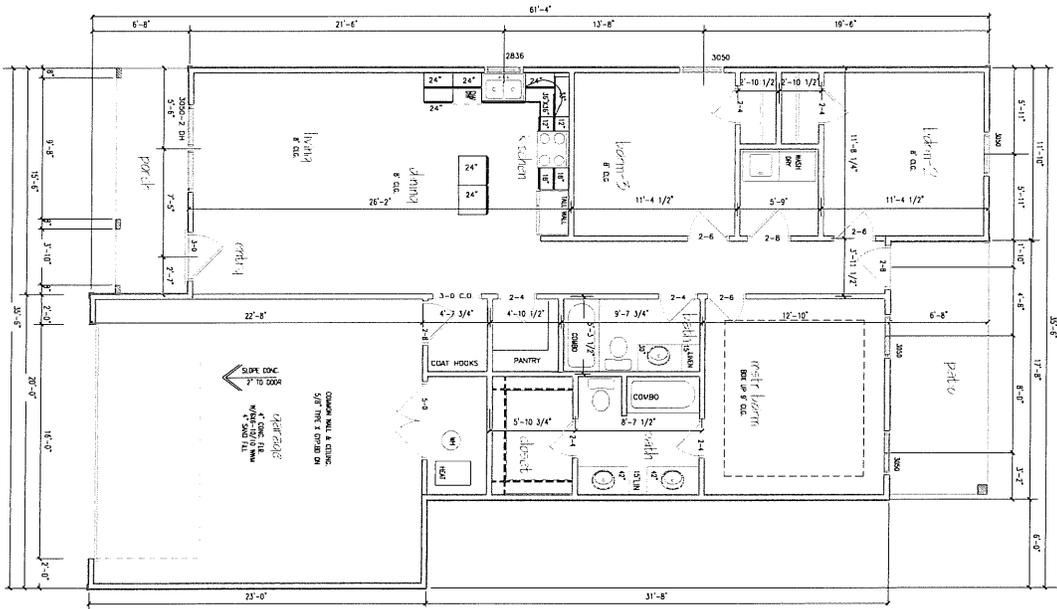
EXHIBIT C

Insert or attach here:

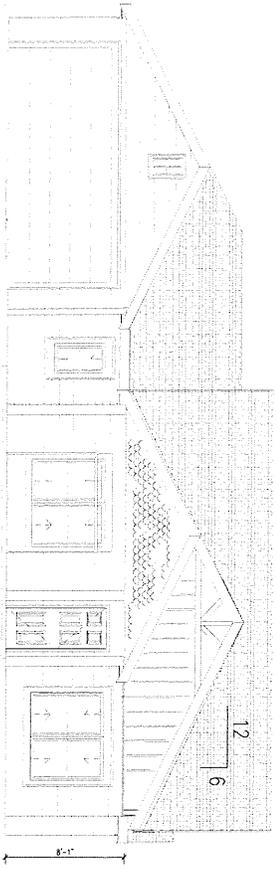
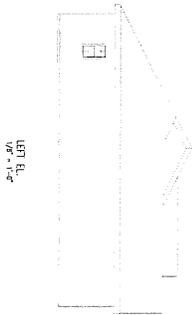
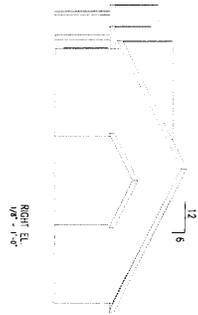
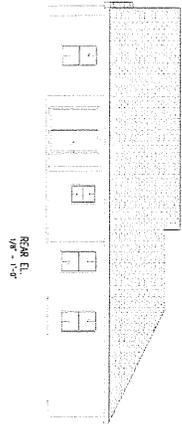
The Riverstone Subdivision will have fifteen (15) single family homes constructed. Gen III intends to develop and sell 15 single-family homes. These residences will range from 1200 to 1750 square feet each, featuring approximately 3-5 bedrooms, 2-3 bathrooms, and a double car garage and will be a mix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



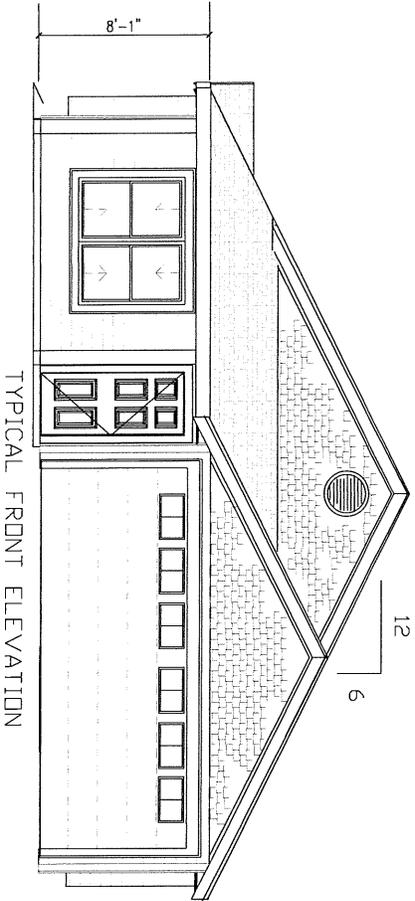
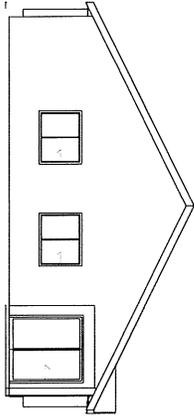
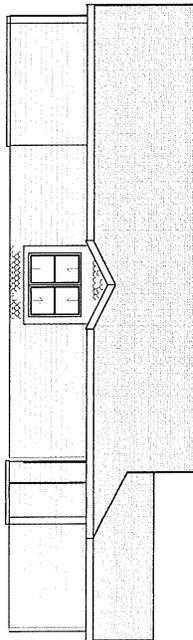
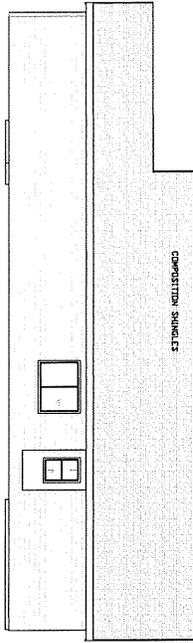
ELEVATIONS
 1/4" = 1'-0"
 1277# No. 240402 #2
 ON-LINE DRAFTING
 established 1988
 745-232-5405



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



TYPICAL FRONT ELEVATION

Seabrook Estates
ELEVATIONS lot 3

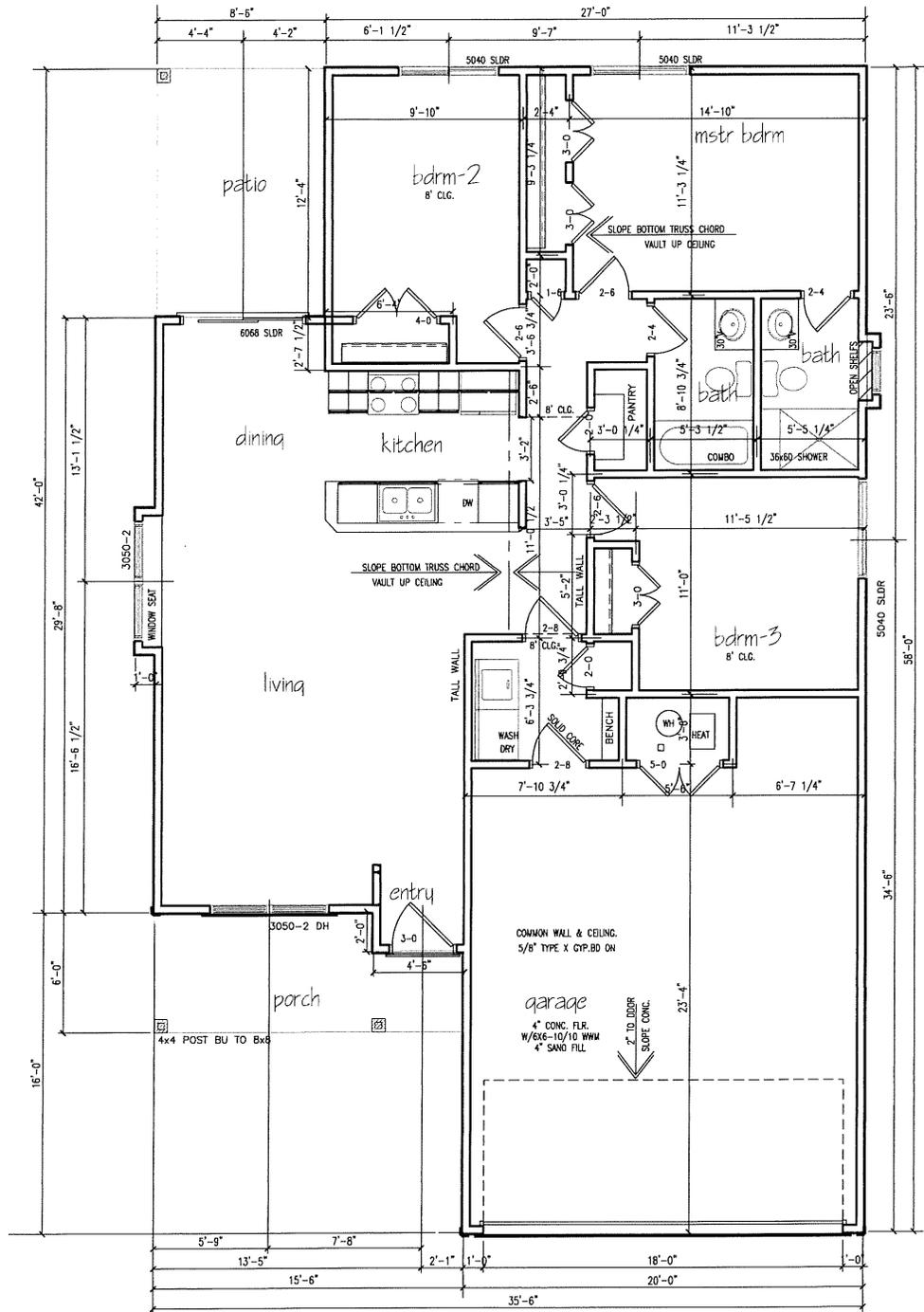
1/4" = 1'-0"

1253#

No. 220303

ON-LINE DRAFTING

established 1968
TOPEKA, KANSAS
785-232-3405



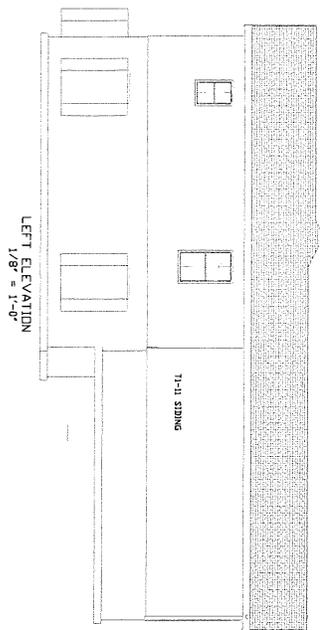
Seabrook Estates
 FLOOR PLAN Lot 3

1/4" = 1'-0"

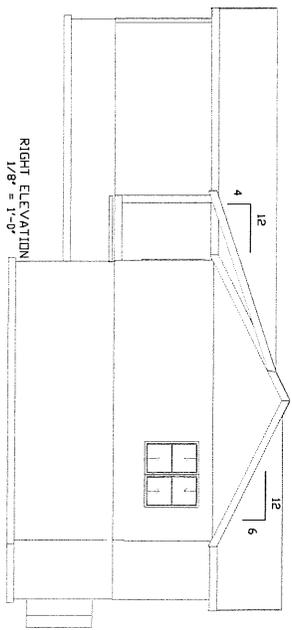
1253# No. 220303

ON-LINE DRAFTING

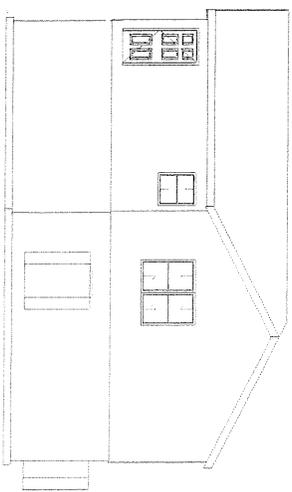
established 1988
 TOPICKA, KANSAS
 785-232-5405



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



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



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



TYPICAL FRONT ELEVATION

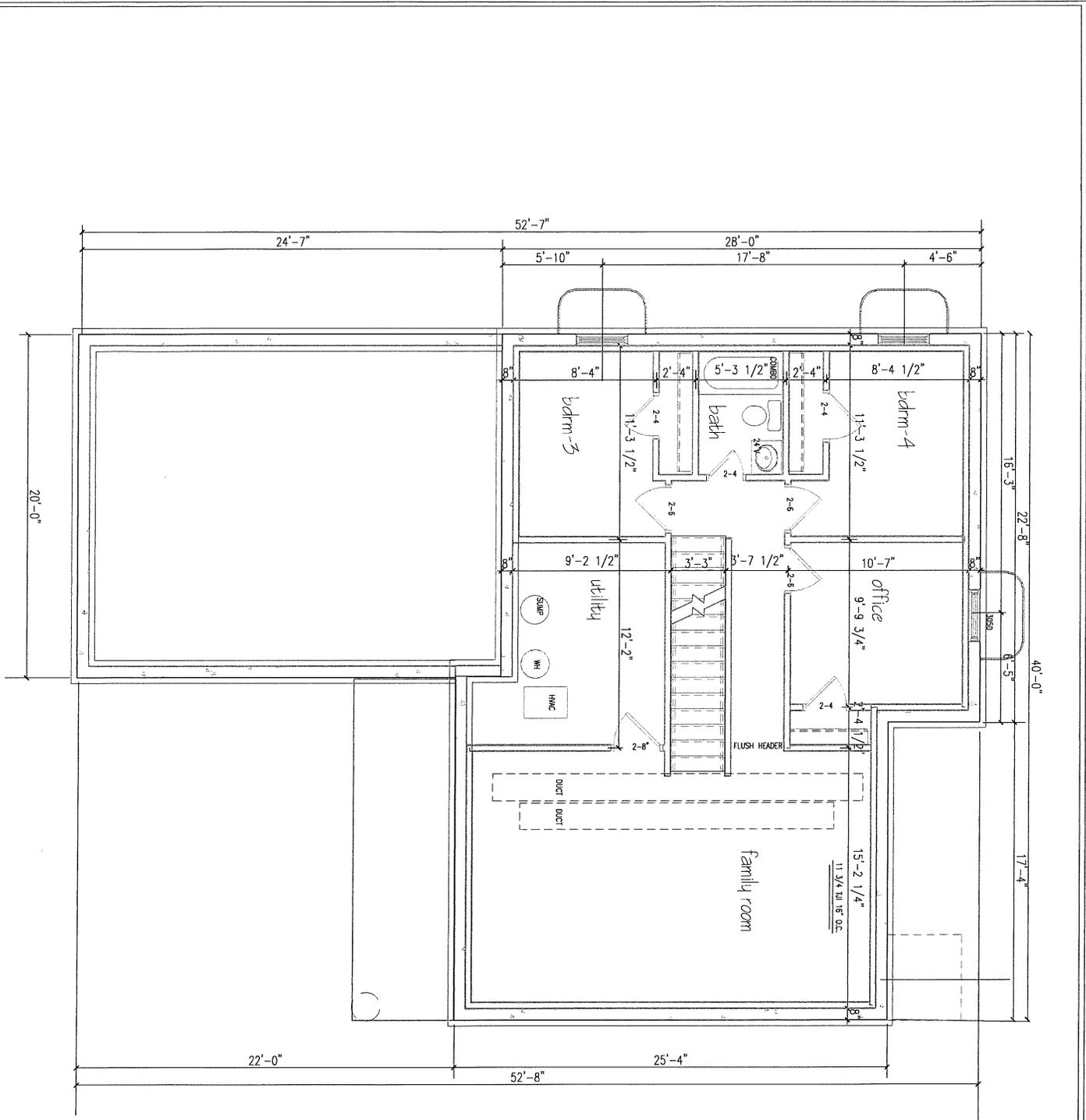
ELEVATIONS

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
Total				\$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 | 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 26th 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 1st, 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.

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

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

EST. TIME	EVENT
August 2024	<ul style="list-style-type: none">• Four (4) single family homes on Block E, Lots 1 and 2, and Block A, Lots 1 and 6 are started.• Continue to build additional homes as they sell.
August 2024 to December 2026	<ul style="list-style-type: none">• 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.

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 X Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month
Property Rights Appraised X Fee Simple Leasehold Other (describe)
Assignment Type Purchase Transaction Refinance Transaction X 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 X 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 Urban X Suburban Rural Property Values Increasing X Stable Declining PRICE AGE One-Unit 80 %
Built-Up X Over 75% 25-75% Under 25% Demand/Supply Shortage X In Balance Over Supply \$(000) (yrs) 2-4 Unit 10 %
Growth Rapid X Stable Slow Marketing Time X Under 3 mths 3-6 mths 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 %
150 Pred. 65 Other %
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.
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 X 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? X Yes No If No, describe
*** See Additional Comments ***

Utilities Public Other (describe) Public Other (describe) Off-site Improvements--Type Public Private
Electricity X Water X Street Asphalt X
Gas X Sanitary Sewer X Alley None
FEMA Special Flood Hazard Area Yes X 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? X Yes No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes X 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 X One One with Accessory Unit X Concrete Slab Crawl Space Foundation Walls PC/Gd Floors LVP-C/Gd
of Stories 1 Full Basement Partial Basement Exterior Walls Frame/Gd Walls DW/Gd
Type X Det Att S-Det/End Unit Basement Area 0 sq. ft. Roof Surface Asphalt/Gd Trim/Finish Wood/Gd
Existing X Proposed Under Const. Basement Finish 0 % Gutters & Downspouts Complete/Gd Bath Floor LVP/Gd
Design (Style) Ranch Outside Entry/Exit Sump Pump Window Type D-H/Gd Bath Wainscot F-O/Gd
Year Built 2024 Evidence of Infestation Storm Sash/Insulated Yes/Gd Car Storage None
Effective Age (Yrs) 0 Dampness Settlement Screens Yes/Gd X Driveway # of Cars 2
Attic None Heating X FWA HWBB Radiant Amenities Woodstove(s) # 0 Driveway Surface Concrete
Drop Stair Stairs Other Fuel Gas Fireplace(s) # 0 Fence None X Garage # of Cars 2
Floor X Scuttle Cooling X Central Air Conditioning X Patio/Deck Patio X Porch Front Carport # of Cars 0
Finished Heated Individual Other Pool None Other None X Att. Det. Built-in
Appliances Refrigerator X Range/Oven X Dishwasher X Disposal X 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 X No If Yes, describe
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes No If No, describe

Uniform Residential Appraisal Report

File # 1931GreenwoodCt

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 200,000 to \$ 320,000				
There are 32 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 200,000 to \$ 320,000				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
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	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment
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

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.

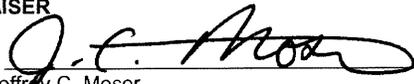
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

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

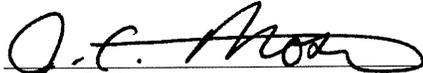
ADDITIONAL COMMENTS

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

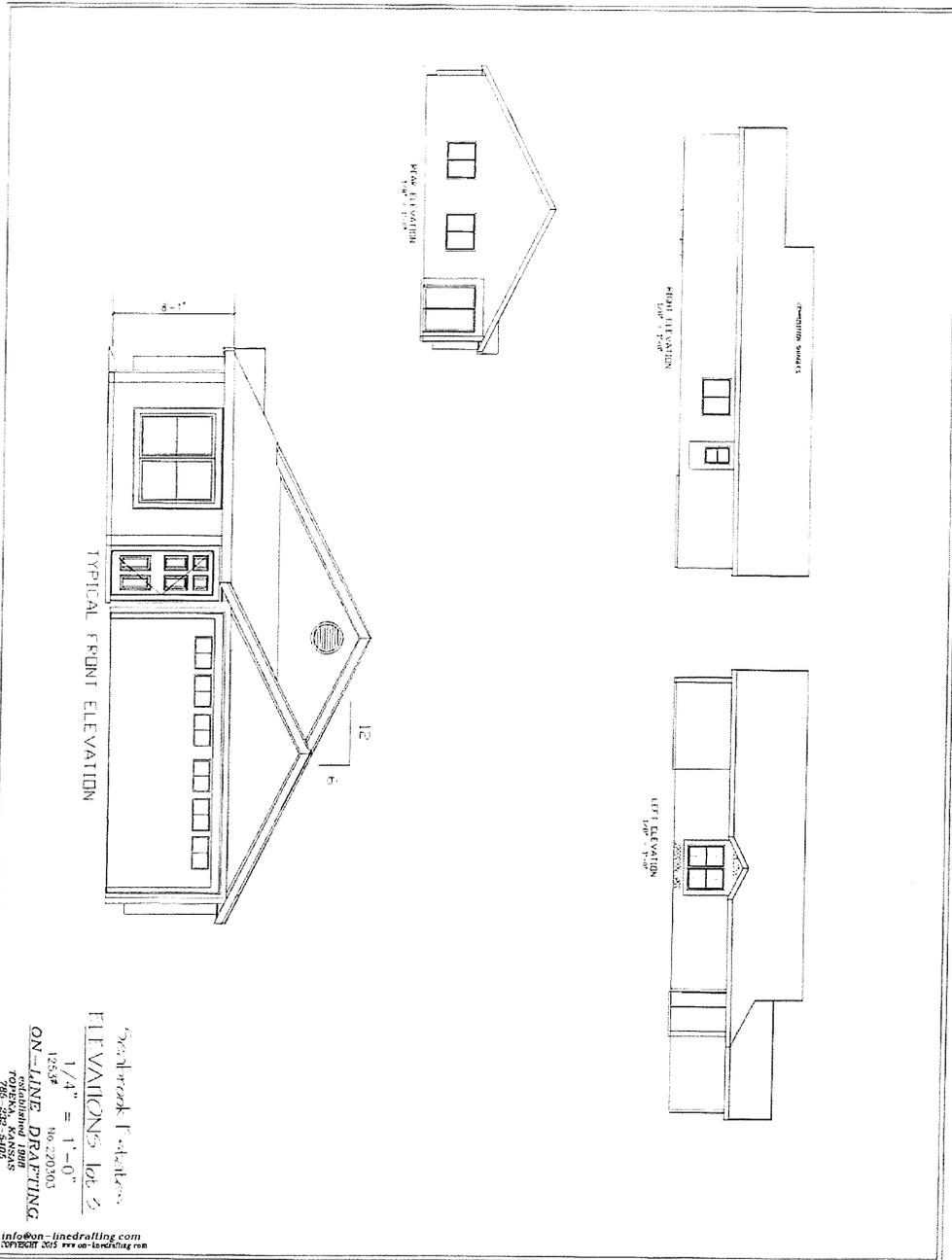
in the State of Kansas

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


 SCOTT 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			



GreatWork Elevation
 ELEVATIONS, Inc.
 1/4" = 1'-0"
 12535 No. 270003
 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

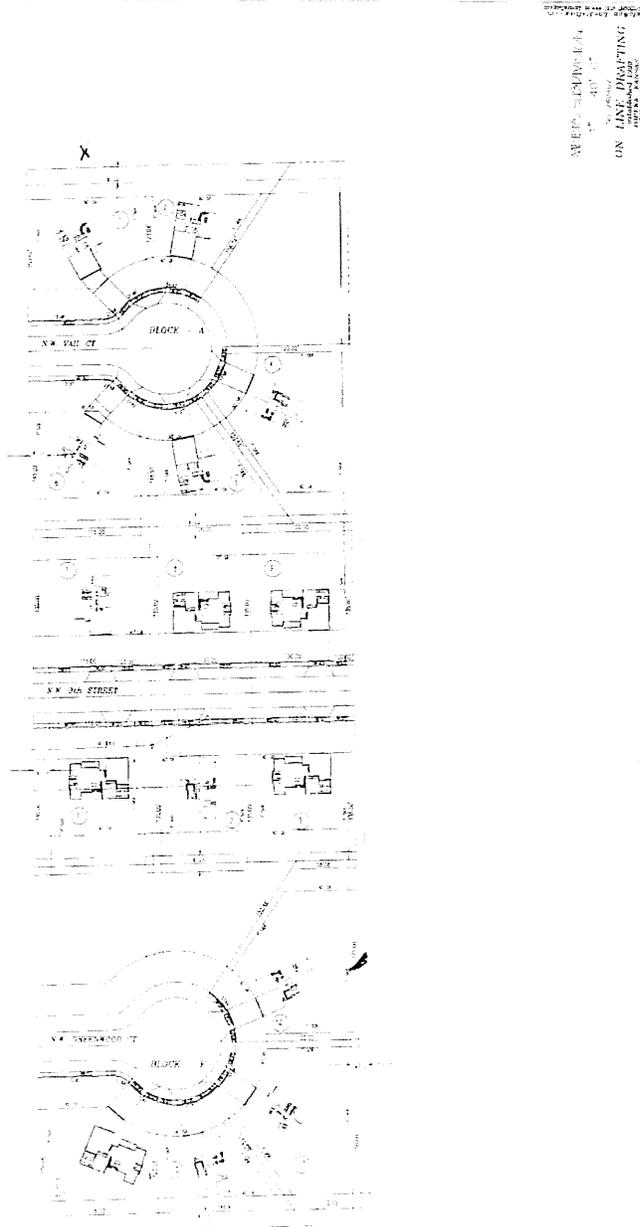
City Topeka

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

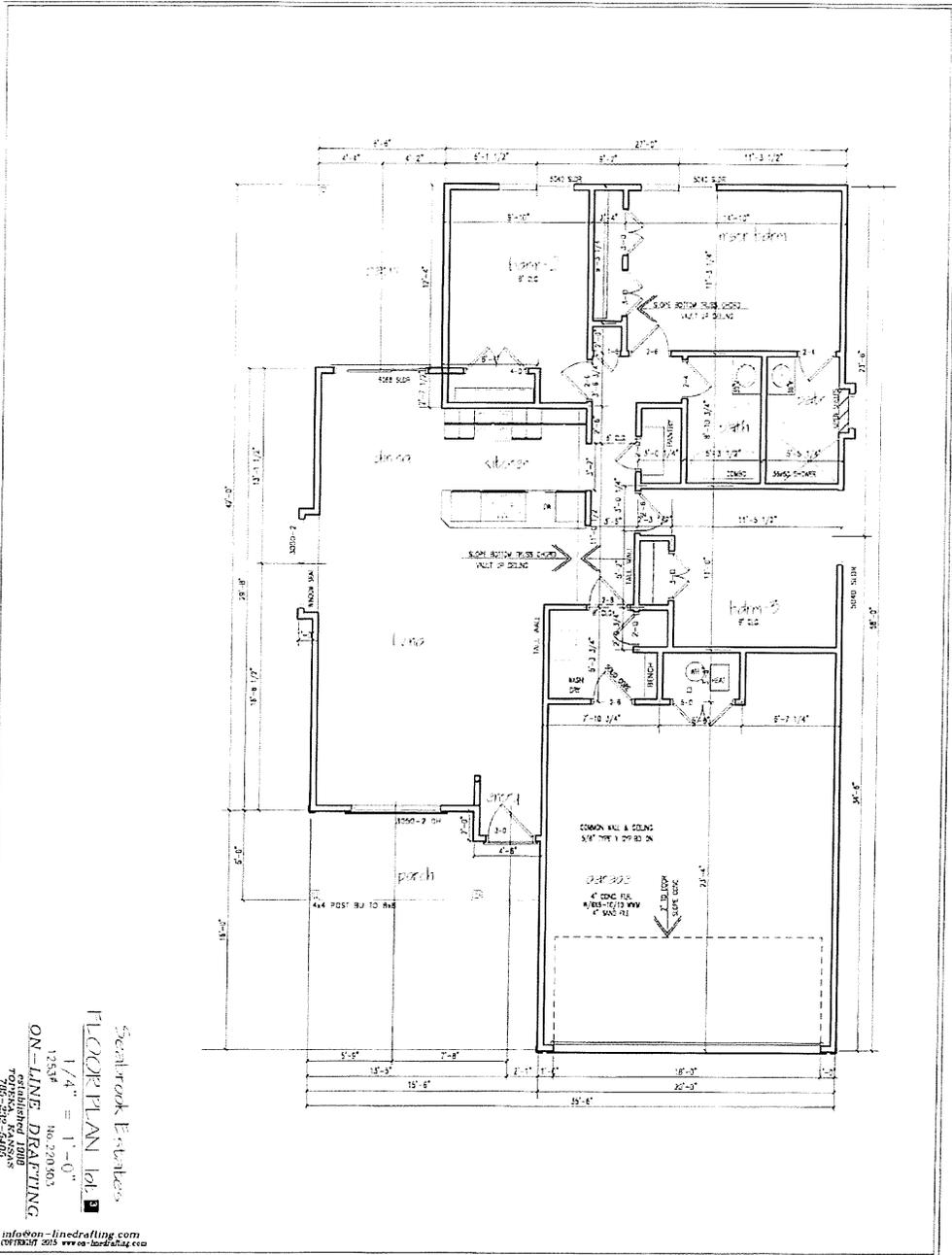
Room Count 6-3-2.0

Living Area 1,253

Value Indication \$235,000

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			

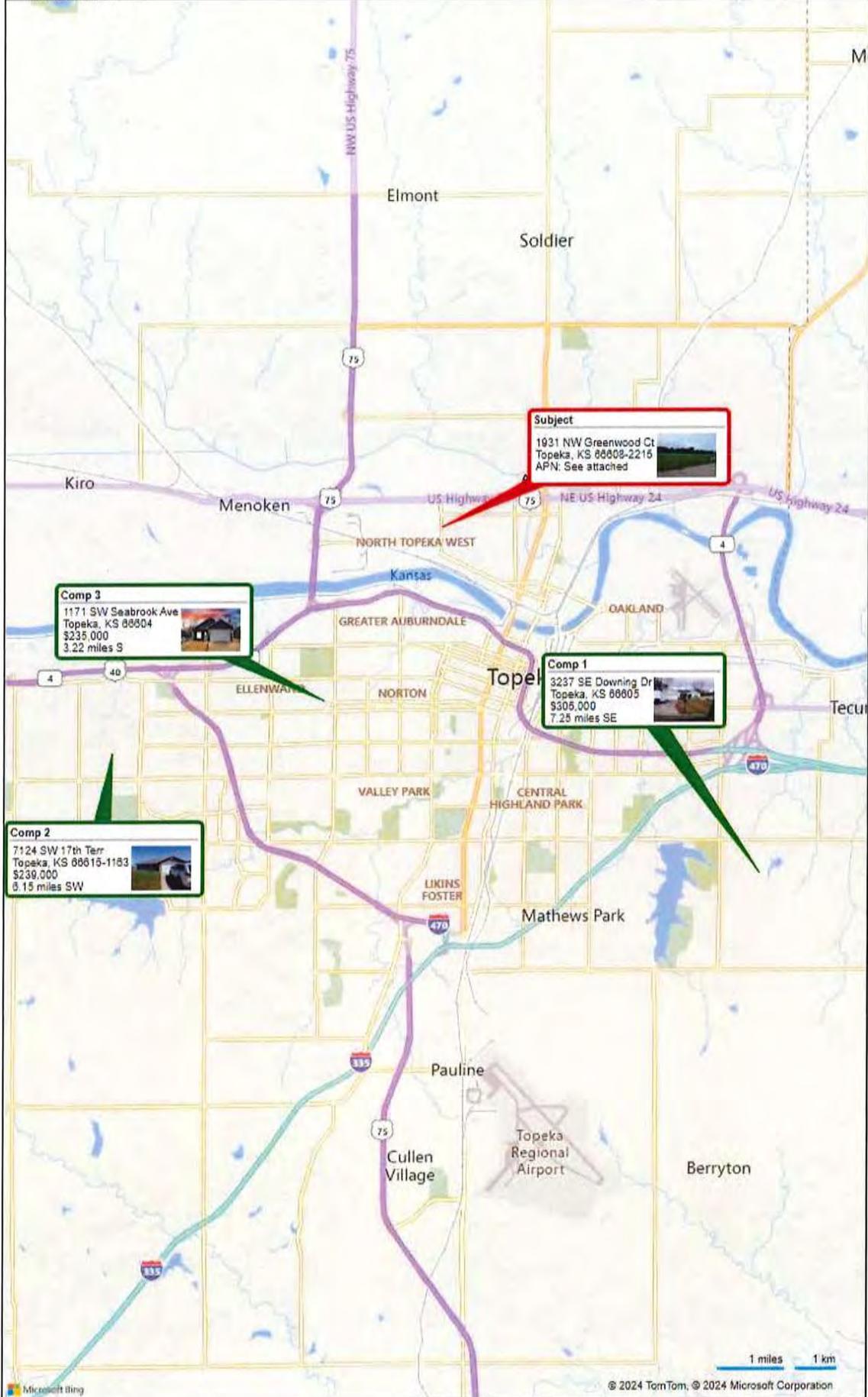


Specialties
 Floor Plan 16L
 1/4" = 1'-0"
 12588 No. 27060
 ON-LINE DRAFTING
 7000 W. 11th St.
 Topeka, KS 66604
 781-352-5100

info@on-linedrafting.com
 12/18/2015 www.on-linedrafting.com

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

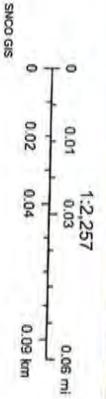
Borrower/Owner Gen 111 Construction
Property Address 1931 NW Greenwood Ct
City Topeka County Shawnee State KS Zip Code 66608-2215
Client Heritage Bank

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

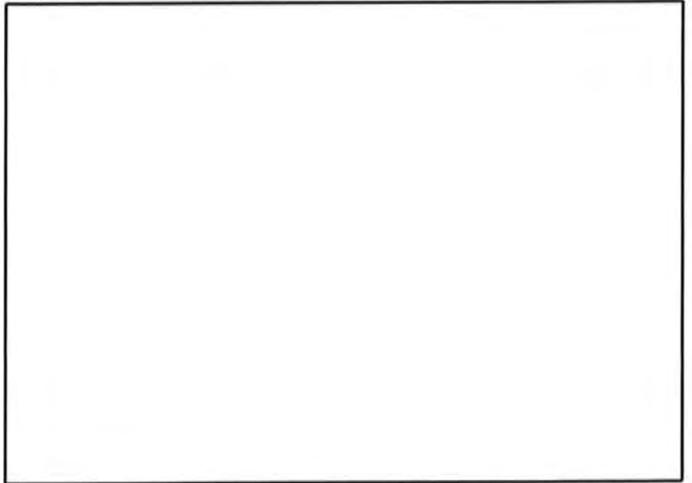
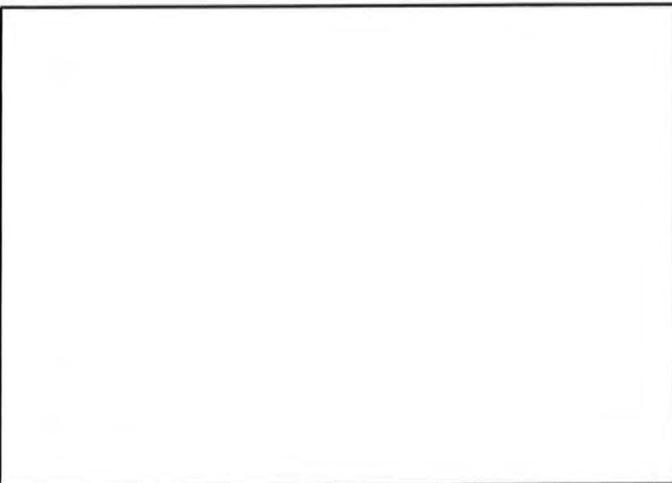
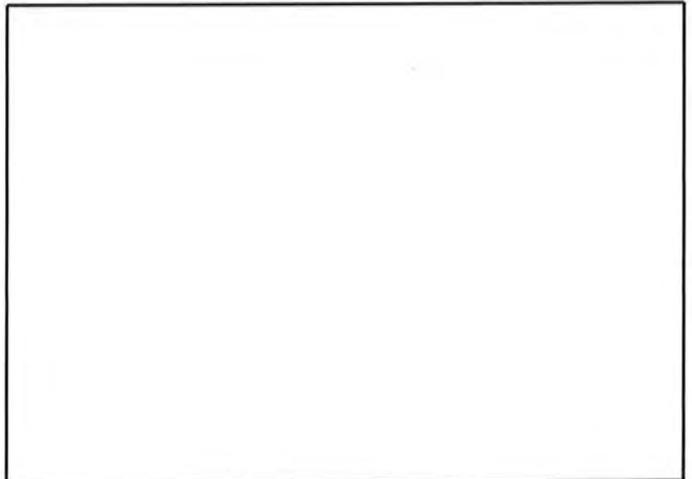
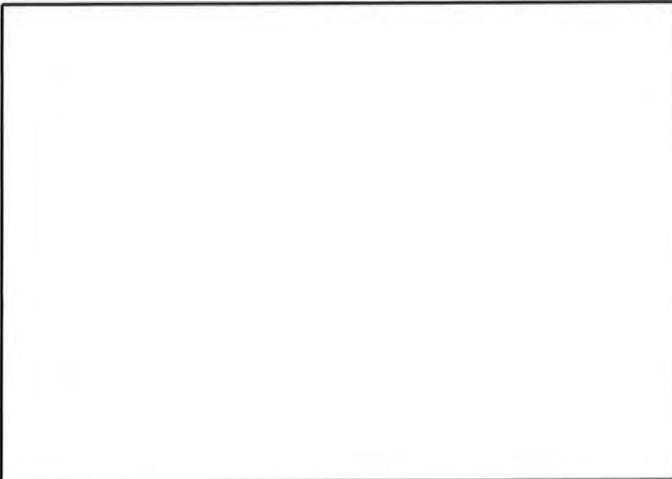
Client Heritage Bank



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:

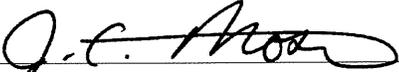
\$ 305,000

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 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 **123.43Fx150.1LSx115Rx123RS** Area **16278 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"/>	<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	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. The subject site is a corner site. 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	PC/Gd	Floors	LVP-C/Gd
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Frame/Gd	Walls	DW/Gd
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area 1,082 sq. ft.	Roof Surface	Ashalt/Gd	Trim/Finish	Wood/Gd
<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 90 %	Gutters & Downspouts	Complete/Gd	Bath Floor	LVP/Gd
Design (Style) Ranch	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump	Window Type	D-H/Gd	Bath Wainscot	F-O/Gd
Year Built 2024	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Yes/Gd	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Gd	<input checked="" type="checkbox"/> Driveway	# of Cars 2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel Gas	Fireplace(s) # 0	Fence	<input checked="" type="checkbox"/> Garage	# of Cars 2
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	Patio	<input checked="" type="checkbox"/> Carport	# of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	None	<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	<input checked="" type="checkbox"/> Washer/Dryer	Other (describe)			

Finished area **above** grade contains: **5** Rooms **2** Bedrooms **2.0** Bath(s) **1,082** 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 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 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 260,000 to \$ 349,000					
There are 79 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 260,000 to \$ 349,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
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.	
	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.	
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	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)	
PUD INFORMATION	PROJECT INFORMATION FOR PUDs (if applicable)	
	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 Gen 111 Construction			
Property Address 2120 NW Vail Ct			
City Topeka	County Shawnee	State KS	Zip Code 66608-1650
Lender/Client Heritage Bank			

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

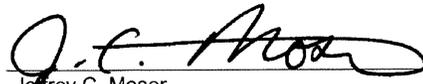
ADDITIONAL COMMENTS

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

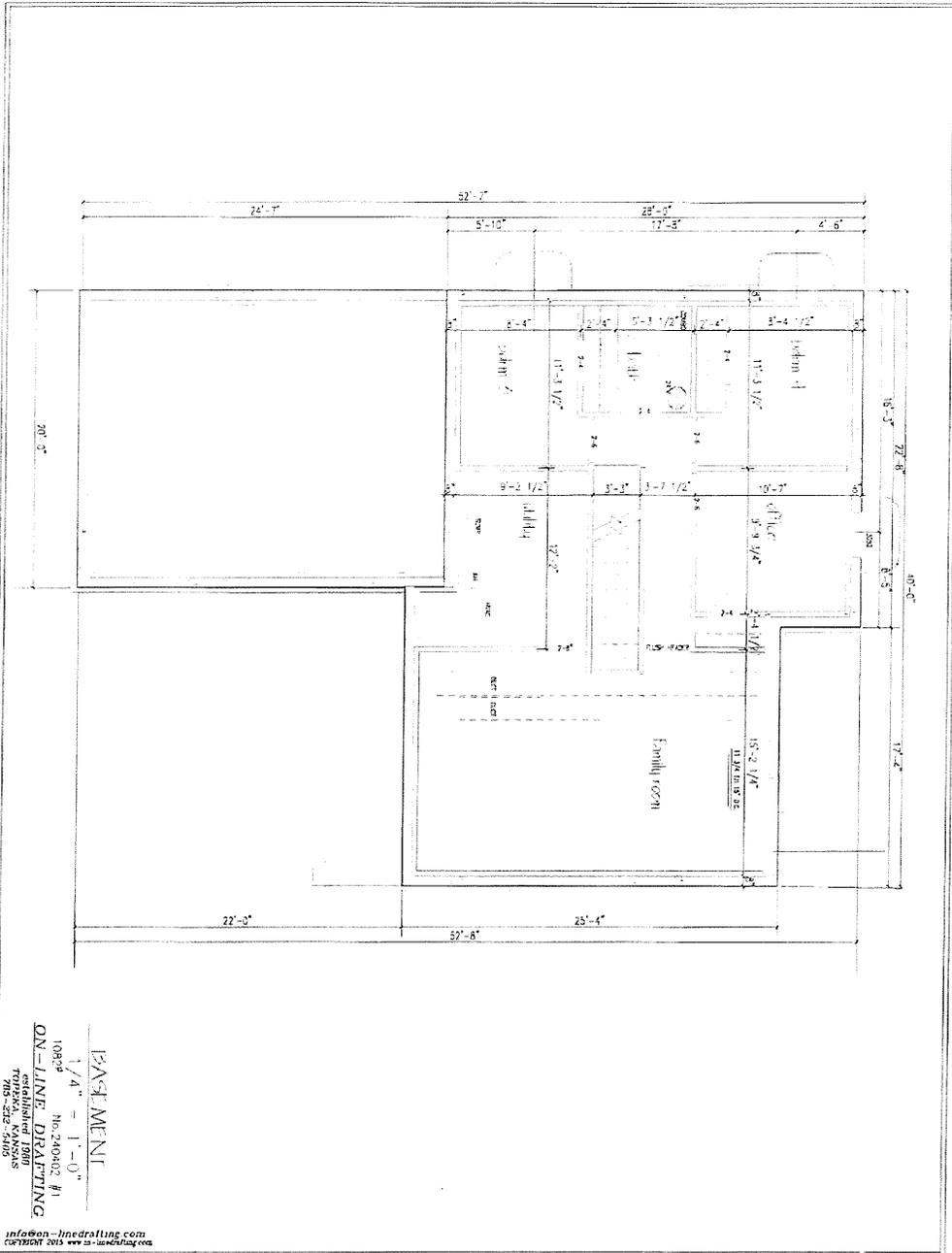
Effective Date: 07/01/2023

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

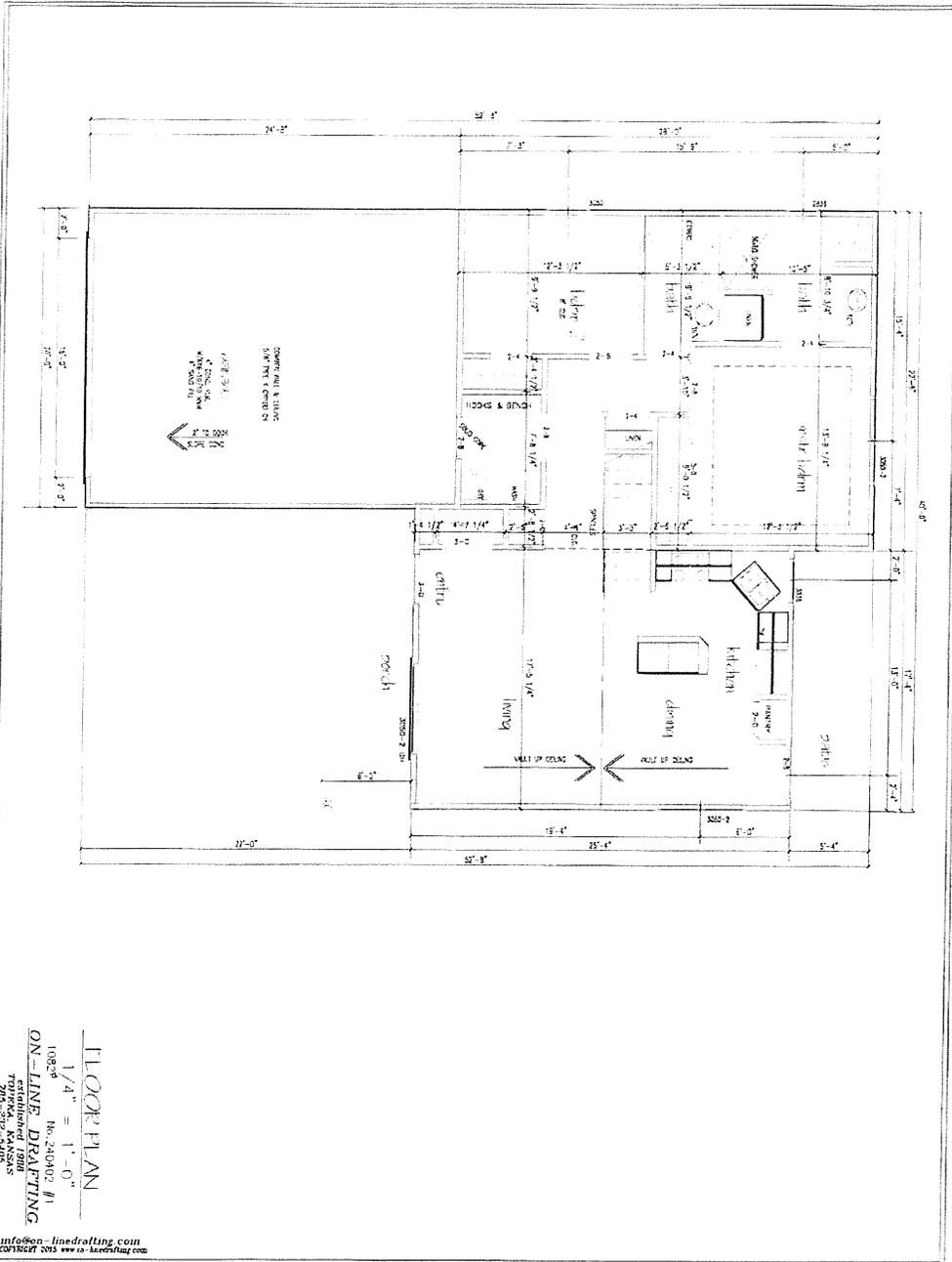
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank

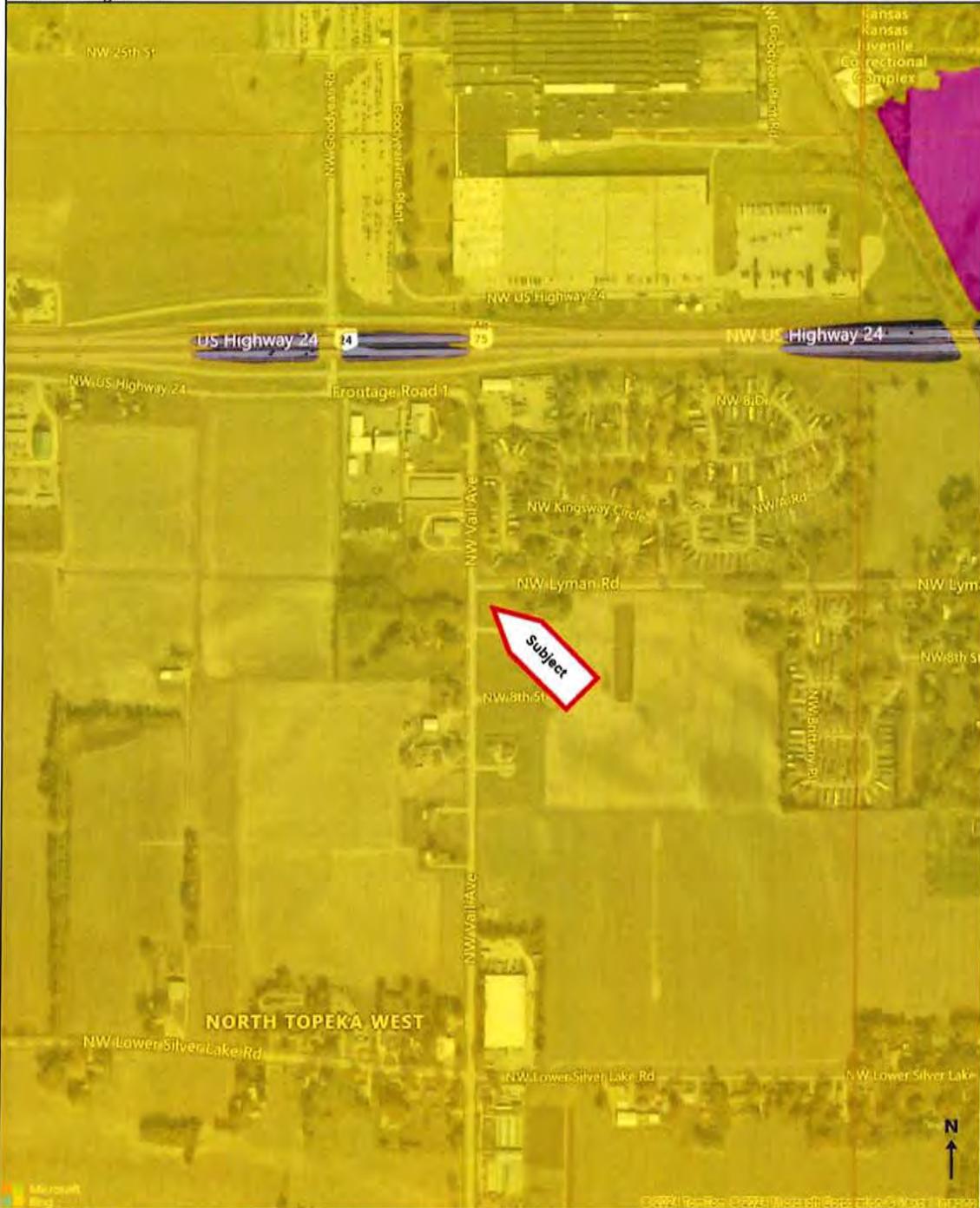


LOOK PLAN
 1/4" = 1'-0"
 10826 No. 240402 #1
 ON-LINE DRAFTING
 established 1988
 705-212-9405

info@on-linedrafting.com
 3371027 2015 www.on-linedrafting.com

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

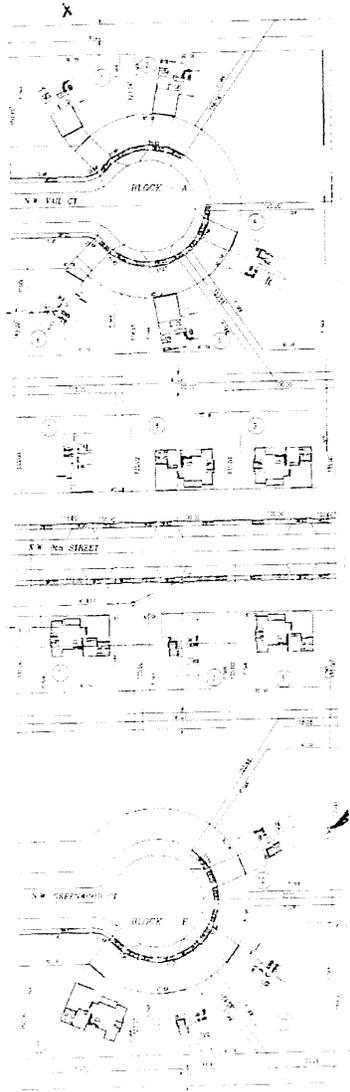
City Topeka

County Shawnee

State KS

Zip Code 66608-1650

Client Heritage Bank



PROJECT NO. 2120
DATE 11/11/11
SCALE 1/8" = 1'-0"
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

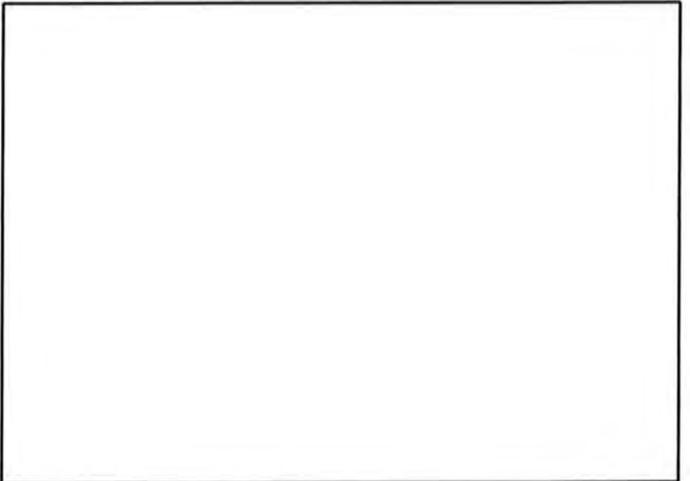
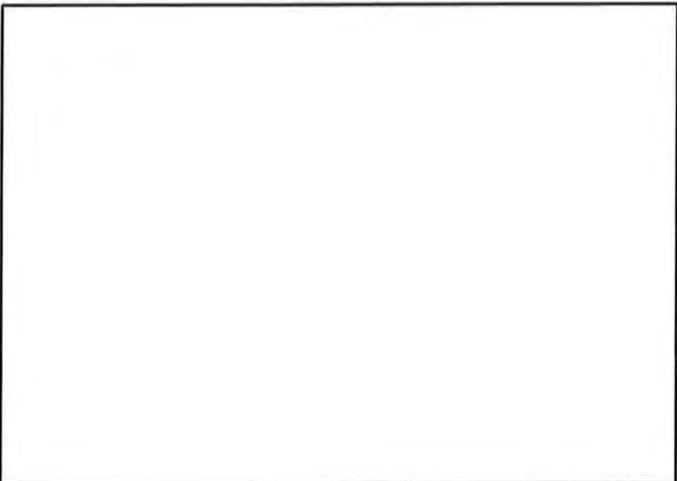
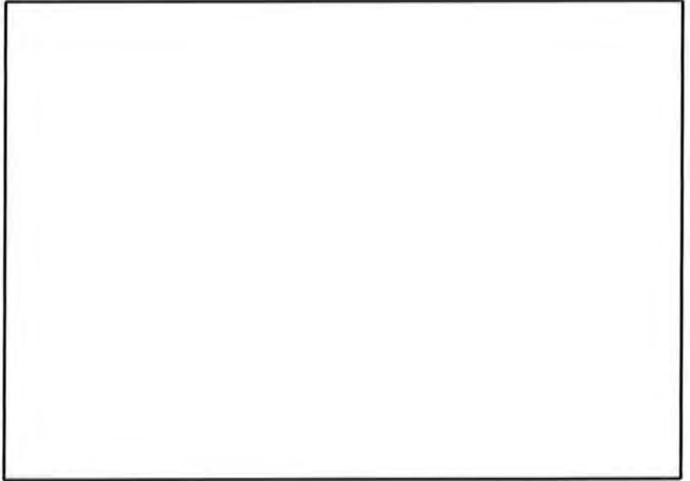
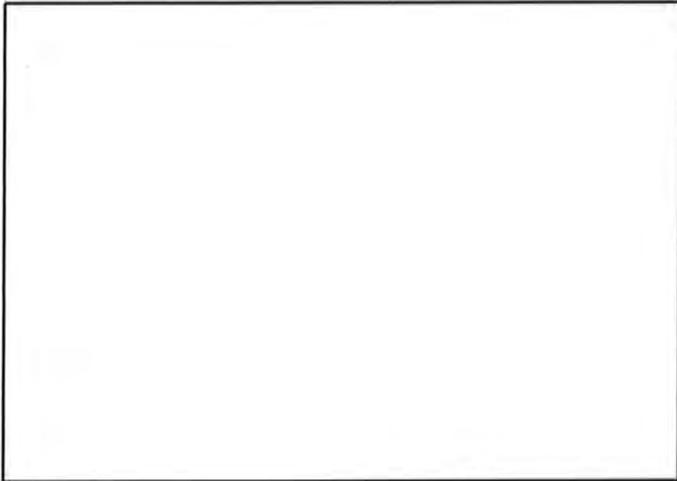
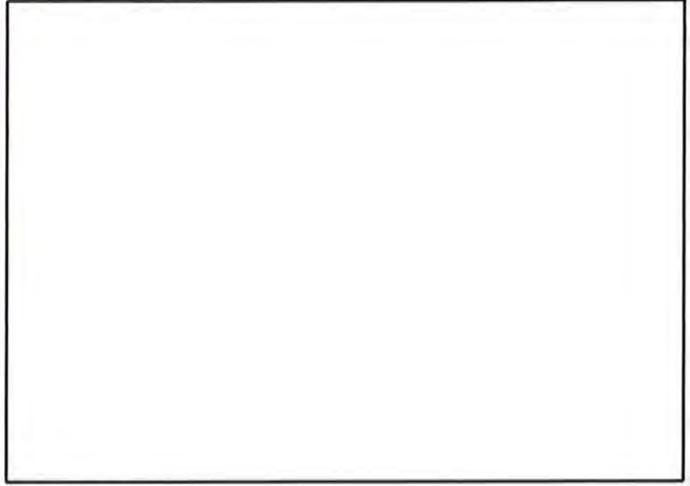
State KS

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
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



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

MAY 08 2024

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

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:

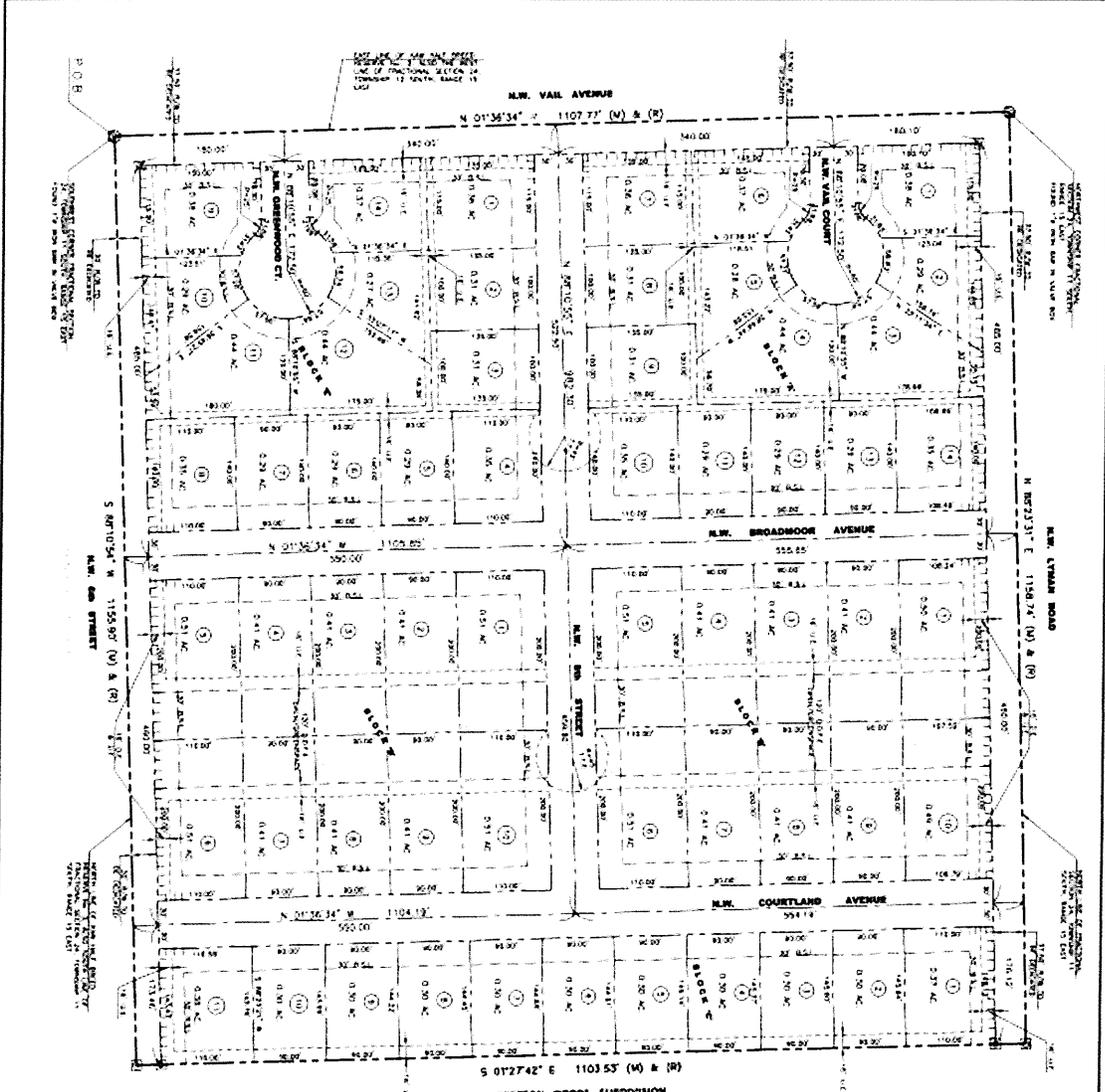
A PART OF FRACTIONAL SECTION 24, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

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.

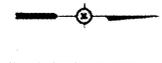
CONTAINS 29.37 ACRES MORE OR LESS.

See attached Plats.

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	0.11	1	1
2	0.11	1	2
3	0.11	1	3
4	0.11	1	4
5	0.11	1	5
6	0.11	1	6
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NOTES:

1. BOUNDARIES SHOWN SHALL BE DEPENDENT UPON SURVEY AND RECORDS IN THE PUBLIC RECORDS OF THE COUNTY OF SHAWNEE, KANSAS.
2. THE BOUNDARIES OF THE SEVERAL LOTS, SUBDIVISIONS AND BLOCKS SHOWN ON THIS PLAT ARE BASED UPON THE SURVEY AND RECORDS IN THE PUBLIC RECORDS OF THE COUNTY OF SHAWNEE, KANSAS.
3. THE BOUNDARIES OF THE SEVERAL LOTS, SUBDIVISIONS AND BLOCKS SHOWN ON THIS PLAT ARE BASED UPON THE SURVEY AND RECORDS IN THE PUBLIC RECORDS OF THE COUNTY OF SHAWNEE, KANSAS.
4. THE BOUNDARIES OF THE SEVERAL LOTS, SUBDIVISIONS AND BLOCKS SHOWN ON THIS PLAT ARE BASED UPON THE SURVEY AND RECORDS IN THE PUBLIC RECORDS OF THE COUNTY OF SHAWNEE, KANSAS.

DATE	11/11/11
BY	[Signature]
TITLE	Surveyor
SCALE	As Shown
RECORDS	11/11/11
INDEX	11/11/11
FILE	11/11/11
BOOK	11/11/11
PAGE	11/11/11

FINAL PLAT
 MEIER'S PLACE
 SUBDIVISION
 TOPEKA, SHAWNEE COUNTY, KANSAS

BARTLETT & WEST
 ENGINEERS

DATE	11/11/11
BY	[Signature]
TITLE	Surveyor
SCALE	As Shown
RECORDS	11/11/11
INDEX	11/11/11
FILE	11/11/11
BOOK	11/11/11
PAGE	11/11/11

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:

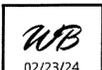
CANCEL THIS CONTRACT by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to cancel in the form of a written contract cancellation agreement within the Inspection Period and, upon execution of the cancellation agreement, the Earnest Money Deposit shall be promptly returned 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
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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.

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BUYER'S INITIALS
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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.

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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 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 8th 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.

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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 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 ^{1st} ~~1st~~ ^{may} Paid 11/20/23 Amount owed (if any): _____

Name and Title: Christine Huffman - Tax Manager

Signature: [Handwritten Signature]

Date: 3-11-24

The Topeka Metro News

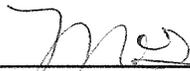
800 SW Jackson St., Ste. 1118
Topeka, KS 66612-1244
(785) 232-8600

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:

RESOLUTION NO. 9581
10/7/24



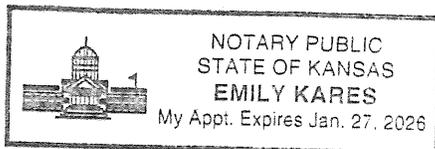
Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

October 7, 2024



Notary Public



L20238
Publication Fees: \$150.00

First published in The Topeka Metro News, Monday, October 7, 2024.

RESOLUTION NO. 9581

A 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; 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.

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

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

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

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

Section 2. Proposed Plan ("Plan"). The Governing Body further declares its intent to adopt the Plan that is filed in the office of the City Clerk and available for public inspection during normal business hours. A description of the housing and public facilities project proposed to be constructed is attached as Exhibit D. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis are attached as Exhibit E.

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

Section 4. Public Hearing. Notice is hereby given that a public hearing will be held to consider the establishment of the Riverstone (Meier's Place) Subdivision RHID and adoption of the Plan. The hearing will take place in the Cyrus K. Holliday Building First Floor Conference Room, 620 SE Madison, Topeka, Kansas, at 6:00 p.m. on October 15, 2024. Members of the public are invited to review the Plan and comment at the public hearing. At the conclusion of the public hearing, the Governing Body may establish the RHID and adopt the Plan.

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

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

ADOPTED and APPROVED by the Governing Body on September 10, 2024.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

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 B
(Map; Existing Parcels in Proposed RHID)

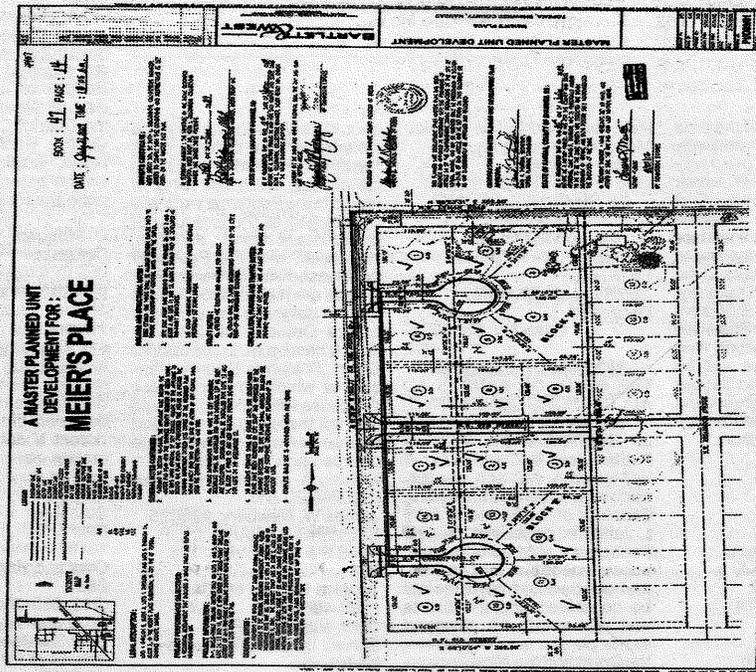


EXHIBIT C
(Parcels of Meier's Place Subdivision)

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
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Dan Warner, AICP, Planning Division Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Six Zero, Inc
PROJECT #: Z24/01
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located on the south side of NW Lower Silver Lake Road approximately 1000 feet east of NW Button Road FROM “R-1” Single Family Dwelling District to “I-1” Light Industrial District. (Z24/01) (Council District 2)

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

(Approval would allow future light industrial development.)

VOTING REQUIREMENTS:

The Governing Body has the following voting options:

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

Body.

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Z24/01 is a request to change the zoning of the subject property from "R-1" Single Family Dwelling District to "I-1" Light Industrial District to facilitate future light industrial development. Although much of the surrounding land is characterized by residential use and zoning, the subject property abuts I-1 zoning to the east and there has been little to no interest in residential development of the surrounding vacant land.

The proposed zoning and land use are consistent with the Land Use and Growth Management Plan which envisions *Industrial* uses for the subject property and surrounding land. The site has good transportation access, being approximately 1.5 miles away from the Interstate 70 interchange at NW Lower Silver Lake Rd.

The applicant conducted a Neighborhood Information Meeting on August 26th via video conference. Four individuals representing three nearby properties attended the meeting. One or more of the attendees expressed moderate concern but no-one expressed opposition after the neighborhood meeting.

The Planning Commission recommended approval by a vote of 8-0-0 after concluding the public hearing on September 16, 2024. Staff recommends approval per the attached staff report.

BUDGETARY IMPACT:

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

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Ordinance - Z24/02 Six Zero North, Inc.

Presentation

Planning Commission Minutes Z24/01 Sept 16, 2024

Staff Report Z24/01

Aerial Map

Zoning Map

Future Land Use Map

Neighborhood Information Mtg Summary

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

ORDINANCE introduced by City Manager Dr. Robert M. Perez amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on a 3.9 acre property located on the south side of NW Lower Silver Lake Road approximately 1,000 feet east of NW Button Rd from "R-1" Single-Family Dwelling District to "I-1" Light Industrial District. (Z24/01) (Council District #2)

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

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

Commencing at a point in the center of Silver Lake Road 2696 feet Westerly from its intersection with the East line of Kaw Reserve No.2; thence South 893 feet to the North line of the right of way of union Pacific Railroad Company; thence Westerly along said North line 262 feet to the East line of King's Land; thence North 821 feet to the center of Silver Lake Road; thence Easterly 245 feet to the place of beginning, in Shawnee County, Kansas, less tract taken in Condemnation Case #117,814 (the "Property").

FROM “R-1” Single Family Dwelling District TO “I-1” Light Industrial District

Section 2. This Ordinance Number shall be fixed upon the “District Map.”

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall take effect and be in force from and after its passage. Approval and publication in the official city newspaper.

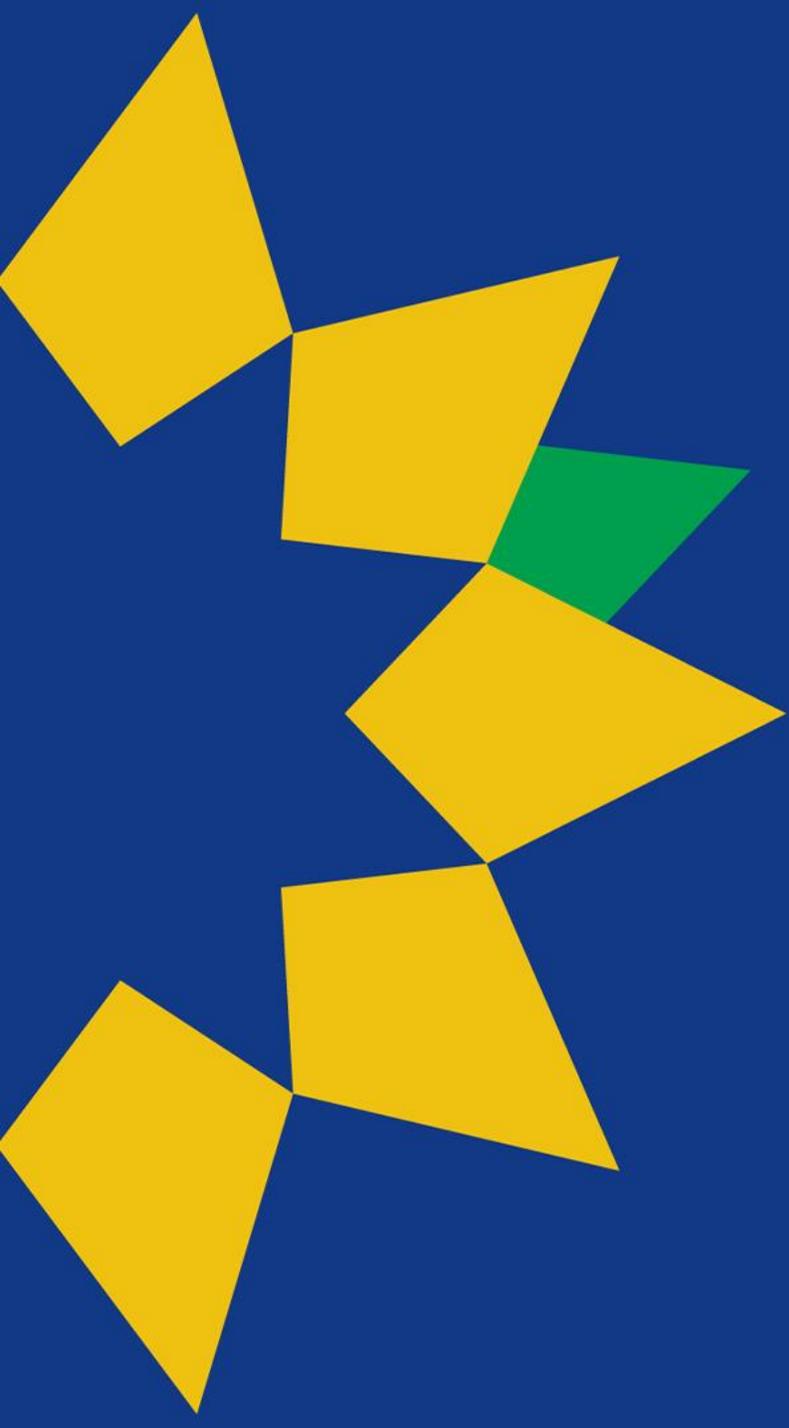
PASSED AND APPROVED by the Governing Body, City of Topeka, Kansas, _____, 2024.

CITY OF TOPEKA, KANSAS

Michael Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



**CITY OF
TOPEKA**

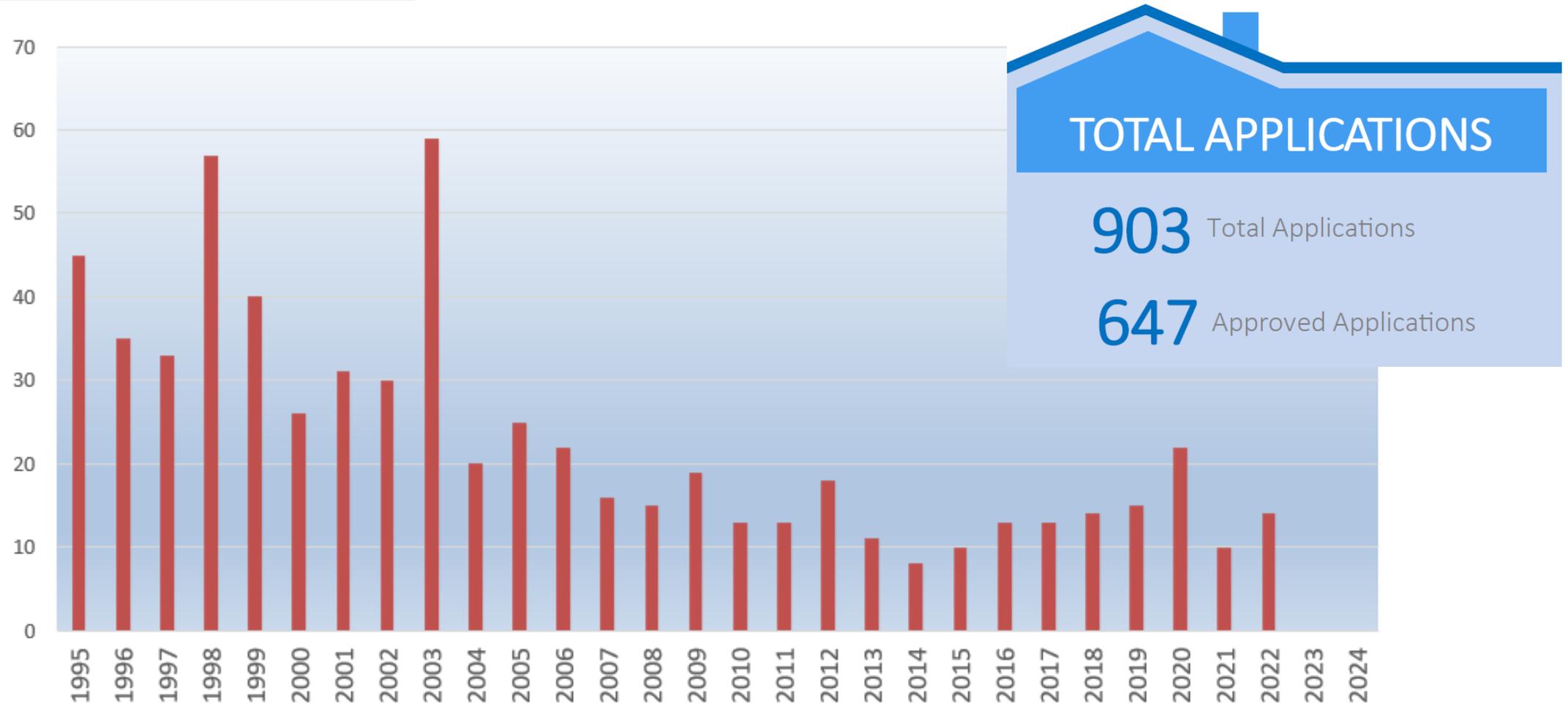


**City of Topeka
Neighborhood Revitalization Plan
Z24/01 NW Silver Lake Road
ACZR24/02 Density & Dimensional**

- Presented draft plan to Governing Body on June 18th
- Presented and discussed the draft with other tax entities throughout the summer and fall
- Governing Body approved Resolution to set public hearing on September 17th
- Governing Body holding public hearing on October 15th



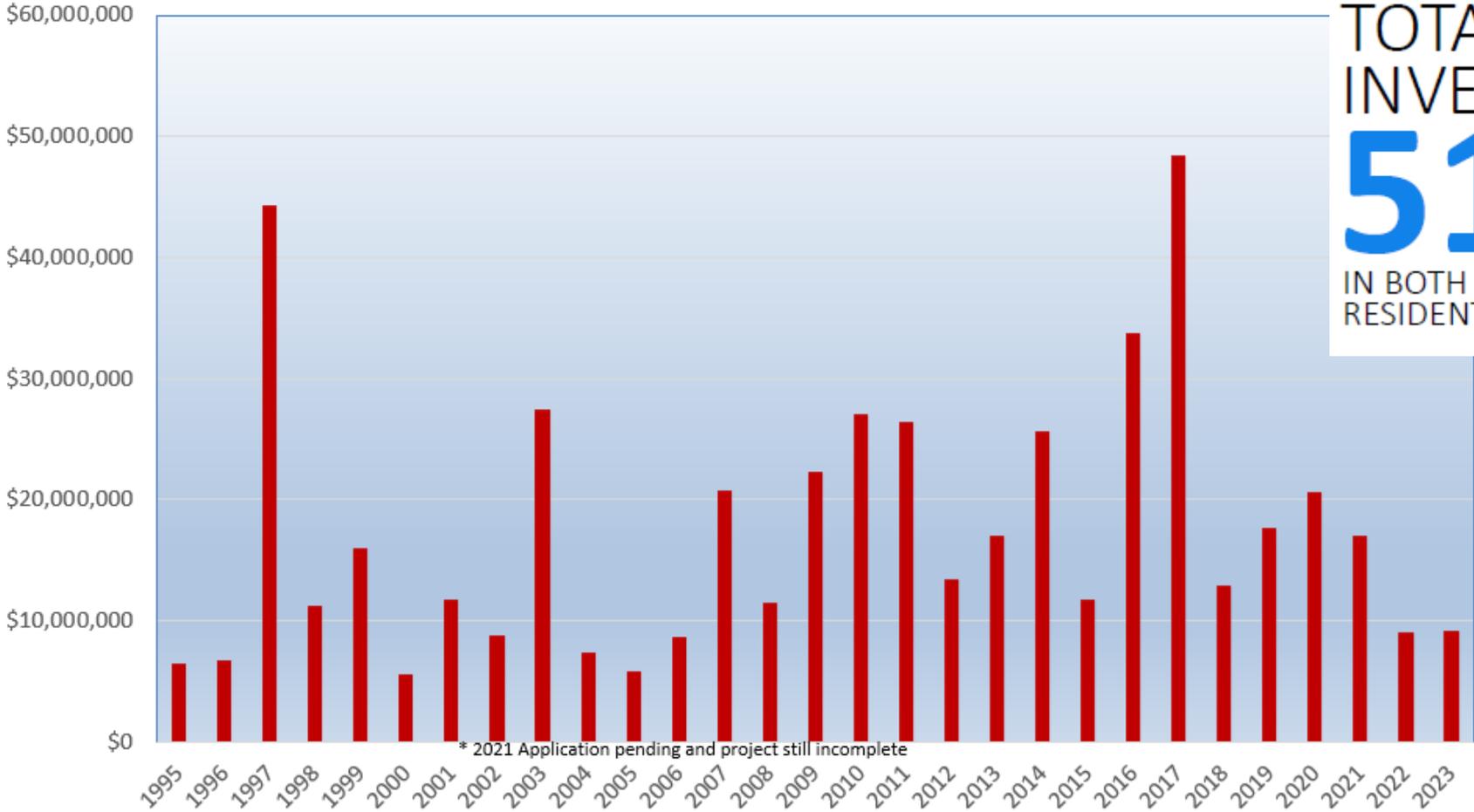
NRP Applications – Approved



Applications pending approval 2023/24



Total Investment Amount



TOTAL INVESTED
515 MILLION DOLLARS
IN BOTH COMMERCIAL AND RESIDENTIAL PROPERTIES



Return on Investment (2006-2023)

FOR EVERY
DOLLAR
REBATED
\$ 8 ARE
INVESTED

New Tax Revenue

All Taxing Units = \$34M

City of Topeka = \$8.3M



Neighborhood Health 2004-2024

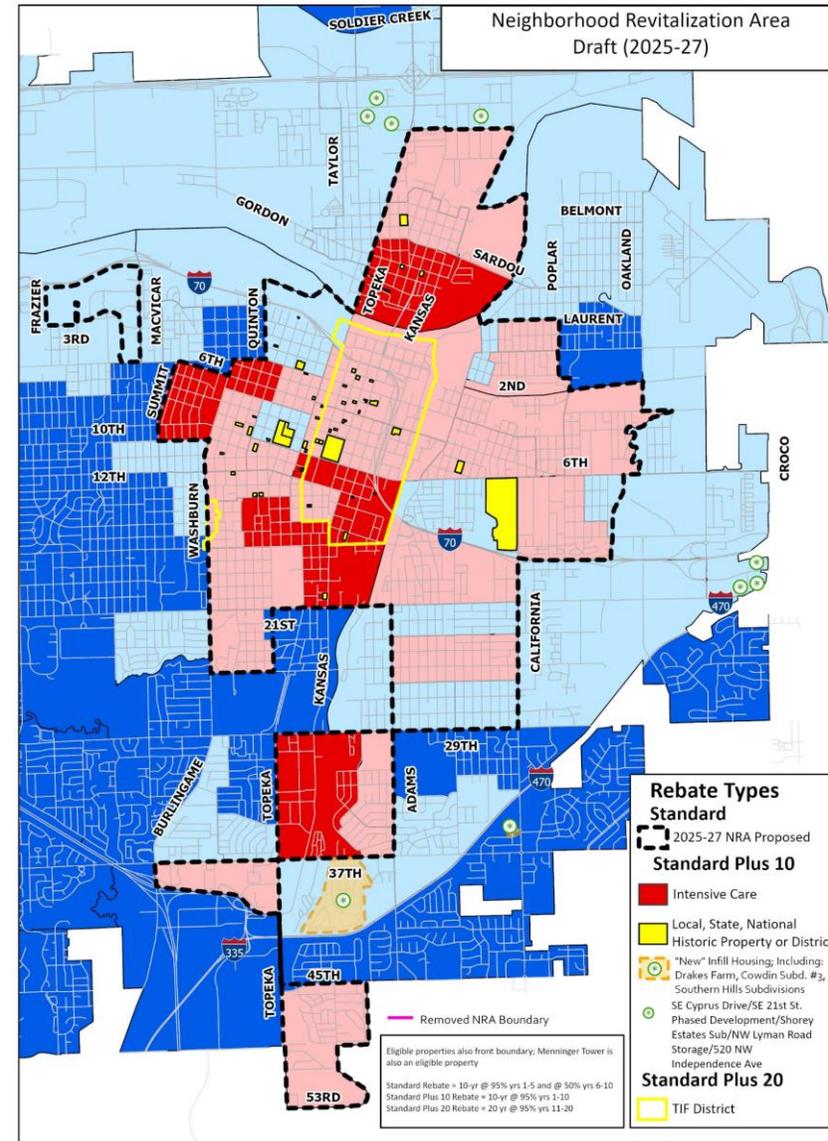
INTENSIVE CARE	\$52,412,754	14%
AT RISK	\$212,369,359	56%
OUTPATIENT	\$80,586,612	21%
HEALTHY	\$30,636,867	8%





Area

- Targets “At Risk”/”Intensive Care”
- 2023 Neighborhood Health data
- Reduces Boundary 1 sq. mile (19% of city)



If... appraised property value increases:

- 10% min. = Residential
- 20% min. = Commercial/Industrial

Then... you're returned extra property tax caused by your improvements (50%-95%)



Standard = 95% (years 1-5) 50% (years 6-10)

Standard Plus 10 = 95% (years 1-10)

- Intensive Care, Historic, or Infill Housing

Standard Plus 20 = 95% (11-20 years)

- TIF District, \$10M investment, housing
- Governing Body approval



Standard Rebates

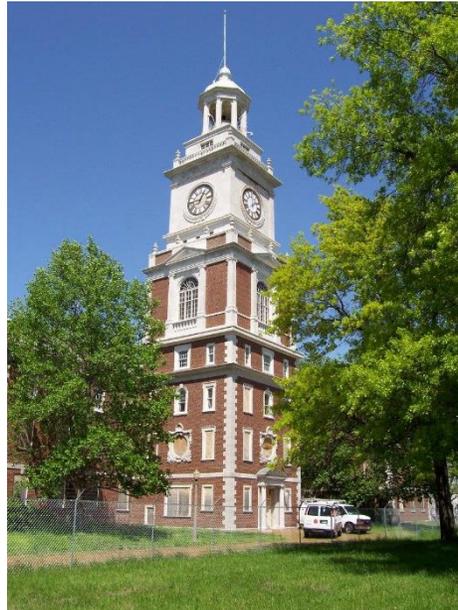
- No “but for” test required; already targets most investment-challenged areas
- Application within 60 days of building permit OR up to 1 year with proof of prior intent
- Significant investment thresholds to be eligible

Standard Plus 20 Rebate & Outside NR Area

- “But For” study required

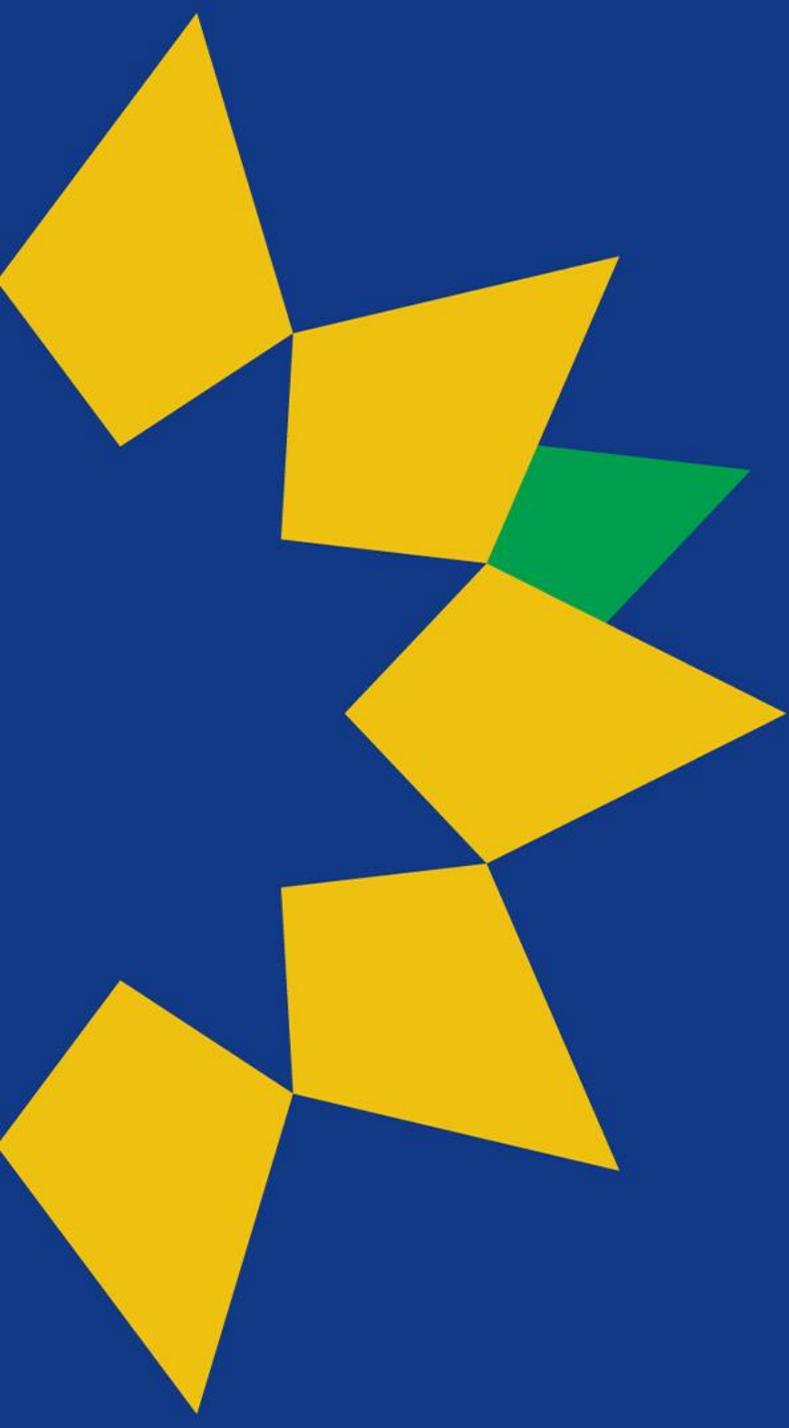


- Governing Body can approve a “Dilapidated Structure” worthy of preservation outside NRP area (KSA 12-17, 116)
 - Former Menninger Tower site included in the last update



- Hold public hearing – October 15, 2024
- City adopts plan
- Inter-local agreements by 12/31/2024





CITY OF
TOPEKA

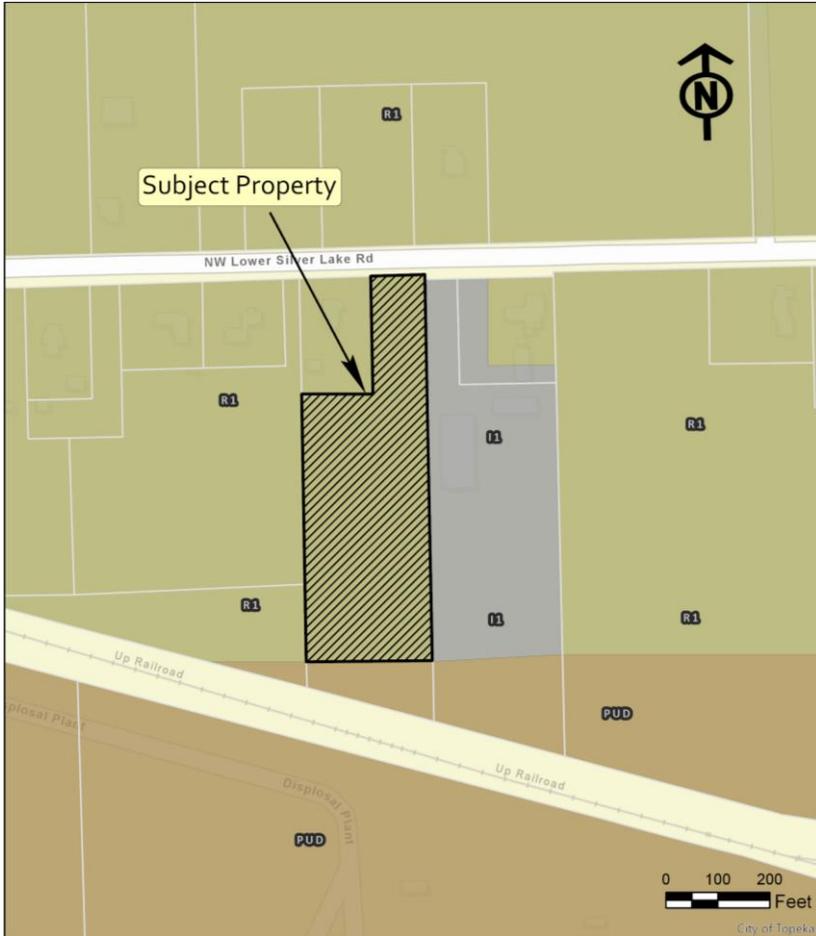


Z24/01 NW Lower Silver Lake Road

Dan Warner, AICP, Planning Director

Z24/01 Lower Silver Lake Road

- Proposal: Rezone from R-1 to I-1 to facilitate future light industrial development
- 3.9 acres
- Vacant
- Proposed: No specific development proposed at this time





CITY OF
TOPEKA



ACZR24/02 CODE AMENDMENTS

By Planning Commission Special Committee on Housing

Purpose of the Text Amendments?

- Address barriers to housing development
- Develop an affordable housing incentive through the zoning code

What are the Barriers?

- Cost to develop
- Time and uncertainty



Process

Special Committee on Housing

- Met multiple times to discuss the text amendments
- Focus group meeting with affordable and market rate housing developers

Planning Commission

- Discussed the amendment at their regular meeting on
- Considered the amendment at a public hearing on



Text Amendments

- Reduce building setbacks in R-1 Single Family
- Reduce minimum lot dimensions
- Ease restrictions on maximum density

Affordable housing incentive

- Permit an administrative increase in allowed density for the inclusion of affordable units



- Reduce minimum lot dimensions

Density Dimensional Standards - RR, R, M Districts

Density and Dimensional Standards - All Other Districts										
		RR1 Residential Reserve District	R1 Single Family Dwelling District	R2 Single Family Dwelling District	R3 Single Family Dwelling District	R4 Manufactured Home District	M1 Two Family Dwelling District	M1a Limited Multiple Family Dwelling District	M2 Multiple Family Dwelling District	M3 Multiple Family Dwelling District
Standards	Notes	Districts								
Lot Standards										
Minimum Lot Area (sq. ft.)	New Lots [3,7,14]	20 acs	6,500 5,500	5,000 4,000	4,000	30,000	4500 2,750	4500 2,750	7500 7,000	7500 7,000
Maximum Building Coverage	% of lot area	10	45	50 60	50 60	50 60	50 60	50 60	60	60
Minimum Lot Width (ft.)	2-4 units per lot	300	60 50	40 35	40 35	40 35	50	50	50	50



- Reduce front setback requirements

Density Dimensional Standards - RR, R, M Districts

Density and Dimensional Standards - All Other Districts											
		RR1 Residential Reserve District	R1 Single Family Dwelling District	R2 Single Family Dwelling District	R3 Single Family Dwelling District	R4 Manufactured Home District	M1 Two Family Dwelling District	M1a Limited Multiple Family Dwelling District	M2 Multiple Family Dwelling District	M3 Multiple Family Dwelling District	
Standards	Notes	Districts									
Principal Buildings											
Minimum Setbacks (ft.) [1][2]	Front [4]	30	30 25	25	4, 15	25	25	25	25	25	25
	Side [5][6]	7	7 5	5	0	5	5	5	5	5	5
	Rear	30	30 25	25	10	25	25	25	25	25	25
Maximum Height (ft.)		42	42	42	42	42	42	45	50	160	



- Reduce density requirements

Density Dimensional Standards - RR, R, M Districts

Density and Dimensional Standards - All Other Districts										
		RR1 Residential Reserve District	R1 Single Family Dwelling District	R2 Single Family Dwelling District	R3 Single Family Dwelling District	R4 Manufactured Home District	M1 Two Family Dwelling District	M1a Limited Multiple Family Dwelling District	M2 Multiple Family Dwelling District	M3 Multiple Family Dwelling District
Standards	Notes	Districts								
Lot Standards										
Minimum Lot Area (sq. ft.)	New Lots [3,7,14]	20 acs	6,500 5,500	5,000 4,000	4,000	30,000	4500 2,750	4500 2,750	7500 7,000	7500 7,000
Maximum Building Coverage	% of lot area	10	45	50 60	50 60	50 60	50 60	50 60	60	60
Minimum Lot Width (ft.)	2-4 units per lot	300	60 50	40 35	40 35	40 35	50	50	50	50
Maximum Density	Dwelling units/acre [15]	-	-	-	-	-	6 15	10 15	15 25	30 40



Residential Density

- Examples are within single-family neighborhoods.
- 2-story designs that fit in well.
- Density for both not compliant with existing density standards



Affordable housing incentive

Add footnote #15 to the Density/Dimensional Standards for Residential Districts.

[15] Density increase of 40% for a minimum of 30% of units being "affordable" housing, applicable in "M-2" and "M-3" Zoning Districts. "Affordable" for this requirement means affordable to households with an income of 60% of Area Median Income.

Example:

- Project on a one-acre site zoned M-2.
- Project allowed at a density of 25 units per acre (25 units in this case).
- Developer allowed to build to a density of 35 units per acre (an additional 10 units) if rent is kept to a level affordable to households with an income of 60% of or less of AMI for at least 30% of the units (11 of the 35 units).



QUESTIONS? COMMENTS?





CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, September 16, 2024

CASE MINUTES

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

Members Absent: Katy Nelson (1)

Staff Present: Rhiannon Friedman, Planning & Development Director; Michael Hall, Land Use Manager; Ann-Marie Driver, Planner; Paul Turner, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal

Z24/01 by Six Zero, Inc requesting to rezone of the property from “R-1” Single Family Dwelling District to “I-1” Light Industrial District to facilitate future light industrial development.

Staff:

Paul Turner presented the staff report and staff’s recommendations of approval.

Questions/Comments from Commissioners: NA

Owner Representative:

Walker Basset, Six Zero

Mr. Basset stated that Six Zero own property that is contiguous to it that is already zoned I1. Rezoning the property offers a better opportunity to develop this property.

Ms. Pearson **opened the hearing up for public comment.** With no one coming forward, **the public hearing was closed.**

Discussion by Commissioners:

Mr. Kaup asked about “I1” zoning adjacent to existing residential, and whether there is a building setback requirement. Mr. Hall said that there is a building setback in I1 with a budding residential zoning, and it must be the same as the setback that’s required for the “R1” zoning. It is a side yard setback that is seven feet.

Motion by Commissioner Kaup, **second** by Commissioner Dehn to approve the reclassification of the property from “R-1” Single Family Dwelling District to “I-1” Light Industrial District. **Approved 8-0-0**

**STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: Monday, September 16, 2024

APPLICATION CASE: Z24/01 By – Six Zero, Inc.

REQUESTED ACTION: Rezoning of the property from “R-1” Single Family Dwelling District to “I-1” Light Industrial District to facilitate future light industrial development

APPLICANT / PROPERTY OWNERS: Six Zero Inc.

APPLICANT REPRESENTATIVE: Walker Basset

PROPERTY LOCATION / PARCEL ID: NW Lower Silver Lake Rd
PID: 0962402002007000

PROPERTY SIZE: 3.9 acres

PHOTOS: View looking south from NW Lower Silver Lake Rd.



CASE PLANNER: Paul Turner, Planner I

RECOMMENDATION Approval

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the reclassification of the property from “R-1” Single Family Dwelling District **TO** “I-1” Light Industrial District.

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:	Rezoning will facilitate future light industrial development. A specific use and development is not proposed at this time.
DEVELOPMENT / CASE HISTORY:	This site, along with a significant portion of northwest Topeka, was annexed in 1969. There is no zoning or development history for this site. The industrial parcel immediately adjacent was rezoned in 1978 (Z78/52).
ZONING AND SURROUNDING PROPERTIES:	East: "I-1" Light Industrial District / building and site for Simplot Grower Solutions (agrochemicals supplier) West: "R-1" Single Family Residential / partially developed South: "PUD" Planned Unit Development / Railroad right-of-way; North Topeka Wastewater Treatment Facility North: "R-1" Single Family Dwelling District / partially developed

DEVELOPMENT STANDARDS AND POLICIES

PURPOSE, USE STANDARDS:	"I-1" district: <i>"The district is established to provide for a wide range of uses except specified uses which are obnoxious by reason of odor, dust, smoke, gas, or noise. The extent and range of uses are highly Intensive."</i> Industrial uses allowed under I-1 zoning include but are not limited to <i>agriculture product and sales; warehousing, storage and distribution; contractor yards; manufacturing processing, types I and II; self-storage, types I and II; truck/freight terminals; outside display and storage of equipment and products.</i> Manufacturing/Processing Types 1 and 2 uses include those businesses engaged in the manufacture of products from finished parts (Type 1) or engaged in the manufacture of products from previously prepared materials, as well as fabrication, assembly, treatment and packaging of such products (Type 2). Some Manufacturing/Processing uses include: Food processing, meat cutting, and wholesale storage; beverage manufacturing and bottling; laundry and dry cleaning plants; fabrication of metal products. A thorough list is provided in TMC 18.55 Definitions.
DIMENSIONAL STANDARDS:	"I-1" zoning has no building setbacks, except along the property lines abutting or across the street from a residential zoning district, in which case the minimum setback required is equivalent to the minimum setback required for the abutting residential district. The maximum allowed building coverage ratio is 85 percent in "I-1" zoning. The maximum building height limit is 70'.
OFF-STREET PARKING:	"I-1" District: Off-street parking is required per the standards in TMC 18.240. Outside storage areas will need to be hard surfaced per City policy based on the weight of loads that are parked and/or stored on

the pavement and extent to which these areas are accessible by the public and emergency responders.

OTHER DESIGN GUIDELINES AND CONSIDERATIONS:

A Landscape Plan subject to TMC 18.235 Landscape Requirements will be required at the time of Site Plan Review application. A buffer yard with a minimum width of 6 feet with a screen of fencing or landscaping, or combination of both, is required where industrial or commercial development abuts a residential zoning district. Other landscape requirements apply.

SIGNAGE:

Signage will be permitted per TMC 18 Division 2 Signs as allowed under I-1 zoning. Most signs require a Sign Permit.

COMPREHENSIVE PLANS:

Land Use and Growth Management Plan 2040 (LUGMP): Designated *Industrial* on the Future Land Use Map. The Industrial category comprises both light and heavy industrial uses. Areas are generally located at sites with available transportation access.

TRANSPORTATION PLANS:

Not applicable

OTHER FACTORS

SUBDIVISION PLAT:

The parcel itself is unplatted. The industrial parcel immediately adjacent is platted ("Wagner Sub"). Approval of a subdivision plat may be required prior to approval of building permits.

FLOOD HAZARDS, STREAM BUFFERS:

The land is protected by the levee and outside of any 100-year or 500-year floodplain. There are no stream buffers on the property.

UTILITIES:

There is a 12" City water main running parallel along the north side of NW Lower Silver Lake Rd. A sanitary sewer interceptor main (Vail Interceptor) runs through the rear of the site.

TRAFFIC:

Access to the property will be from NW Lower Silver Lake Rd.

HISTORIC PROPERTIES:

Not applicable

NEIGHBORHOOD MEETING:

The owner/applicant conducted a neighborhood information meeting on Monday, August 26 at 5:30 pm via a video conference on Zoom. Four individuals, representing three neighboring properties, attended the meeting. They inquired about the land uses allowed under the proposed I-1 zoning. One participant voiced concern that the development might obstruct his view of the state capitol. Staff explained the zoning process, permitted uses, buffer and landscape requirements, and other development standards, and provided a link to the use and dimensional standards in the zoning code.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:	Traffic review will occur with review of site development plans. May require traffic impact analysis with site development plans.
FIRE:	No objection to rezoning; additional comments may be forthcoming as site development progresses.
DEVELOPMENT SERVICES:	No comments received.

KEY DATES

SUBMITTAL:	July 26, 2024
NEIGHBORHOOD INFORMATION MEETING:	August 26, 2024
LEGAL NOTICE PUBLICATION:	August 26, 2024
PROPERTY OWNER NOTICE:	August 22, 2024

STAFF ANALYSIS

In accordance with Topeka Municipal Code Section 18.245.020, the following findings and conclusions are presented for consideration and adoption. These findings and conclusions reflect the “golden factors” per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court.

CHARACTER OF NEIGHBORHOOD: The surrounding area is characterized by low density residential use, storage buildings, undeveloped agricultural land, the light industrial use immediately to the east, and the North Topeka wastewater treatment facility. The proposed zoning facilitates development of a form and character different from its residential surroundings, but generally consistent with the light industrial character of neighboring parcels, as well as potential future character of the adjacent parcels and land in the general vicinity of NW Lower Silver Lake Rd.

ZONING AND USES OF SURROUNDING PROPERTIES: The surrounding properties in the immediate vicinity of the site are zoned “R-1” Single Family Dwelling District, “I-1” Light Industrial District, and “PUD” Planned Unit Development. The PUD land use is “I-1.” Further west along NW Lower Silver Lake Rd, the predominant zoning classifications are “I-1” and “PUD” (“I-1” use). Further east along NW Lower Silver Lake Rd, the predominant zoning classification is “R-1.” The proposed zoning is compatible with adjacent non-residentially zoned lands. In the short term, compatibility with neighboring residential properties is questionable.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: Based on historic aerial maps, the property has been vacant since at least 1968.

CONFORMANCE TO COMPREHENSIVE PLAN: The proposed I-1 Light Industrial zoning is in conformance with Topeka's comprehensive plan. The Land Use and Growth Management Plan – 2040 designates the property for *Industrial* uses. The Industrial designation applies to both light and heavy industrial uses, for areas generally located where there is available transportation access and other infrastructure. The subject property is close to the US Highway 75 interchange at NW Lower Silver Lake Rd roughly 1.25 miles to the west. The site has access to both water and sewer.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: Residential development of the type allowed under the current R-1 zoning is physically possible but development history on this site and surrounding properties suggests residential development is not economically feasible or commercially viable. The R-1 zoning classification is intended for single family residential development and a narrow range of residential and non-residential uses. The property is in an area with apparent low residential demand and has been vacant for at least 55 years. Additionally, larger-scale residential development is further constrained by the site's limited size, narrow width of 245 feet at its widest point, and narrow frontage of 107 feet.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Industrial development has the potential to negatively affect neighboring residential property. A broad range of uses are permitted under I-1 zoning. On the other hand, development standards applicable under I-1 zoning will help to protect surrounding property owners. Under the proposed I-1 zoning, development of the site will be required to meet the City's standards for parking, landscaping, and building design. These include landscape buffers and setbacks between the development and residentially zoned property. Property development will require approval of a site plan that incorporates stormwater management.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: Neighboring property owners and residents get some benefit from the property remaining vacant, including but not limited to unobstructed views and general quietude. However, denial of the request for rezoning will greatly limit how the owner can use the property. The site is not likely to be developed for residential use. Of non-residential land use and zoning, development allowed by I-1 zoning is perhaps the best fit because of the existing light industrial zoning and use abutting the property.

AVAILABILITY OF PUBLIC SERVICES: Adjacent public streets are adequate to serve the development. All essential public utilities, services and facilities are presently available to serve this property.

STAFF RECOMMENDATION:

RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends APPROVAL of the reclassification of the property from "R-1" Single Family Dwelling District "TO "I-1" Light Industrial District.

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body APPROVAL of the reclassification of the property from "R-1" Single Family Dwelling District "TO "I-1" Light Industrial District.

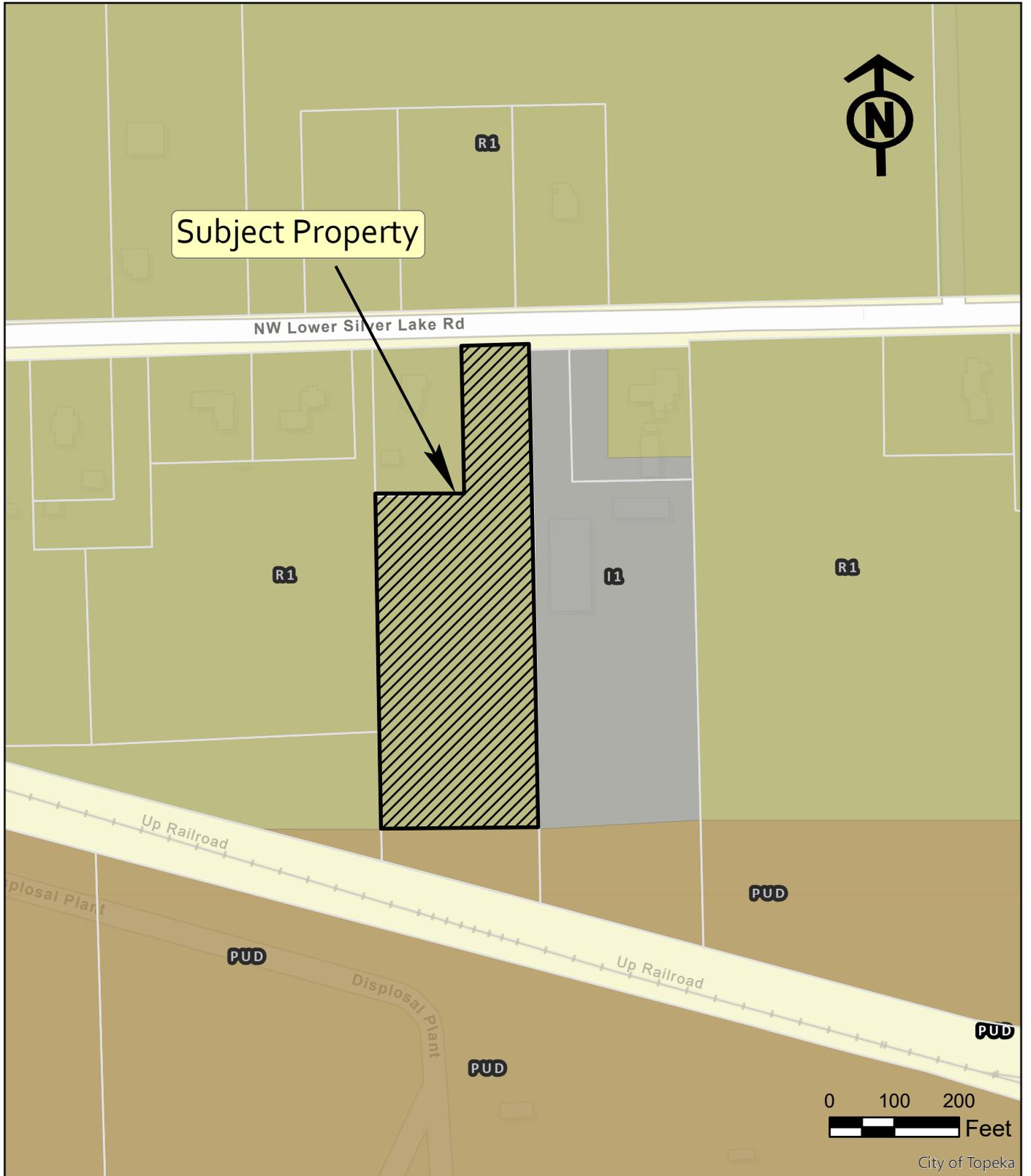
Attachments / Exhibits:

Aerial map
Zoning map
Future land use map
NIM Summary

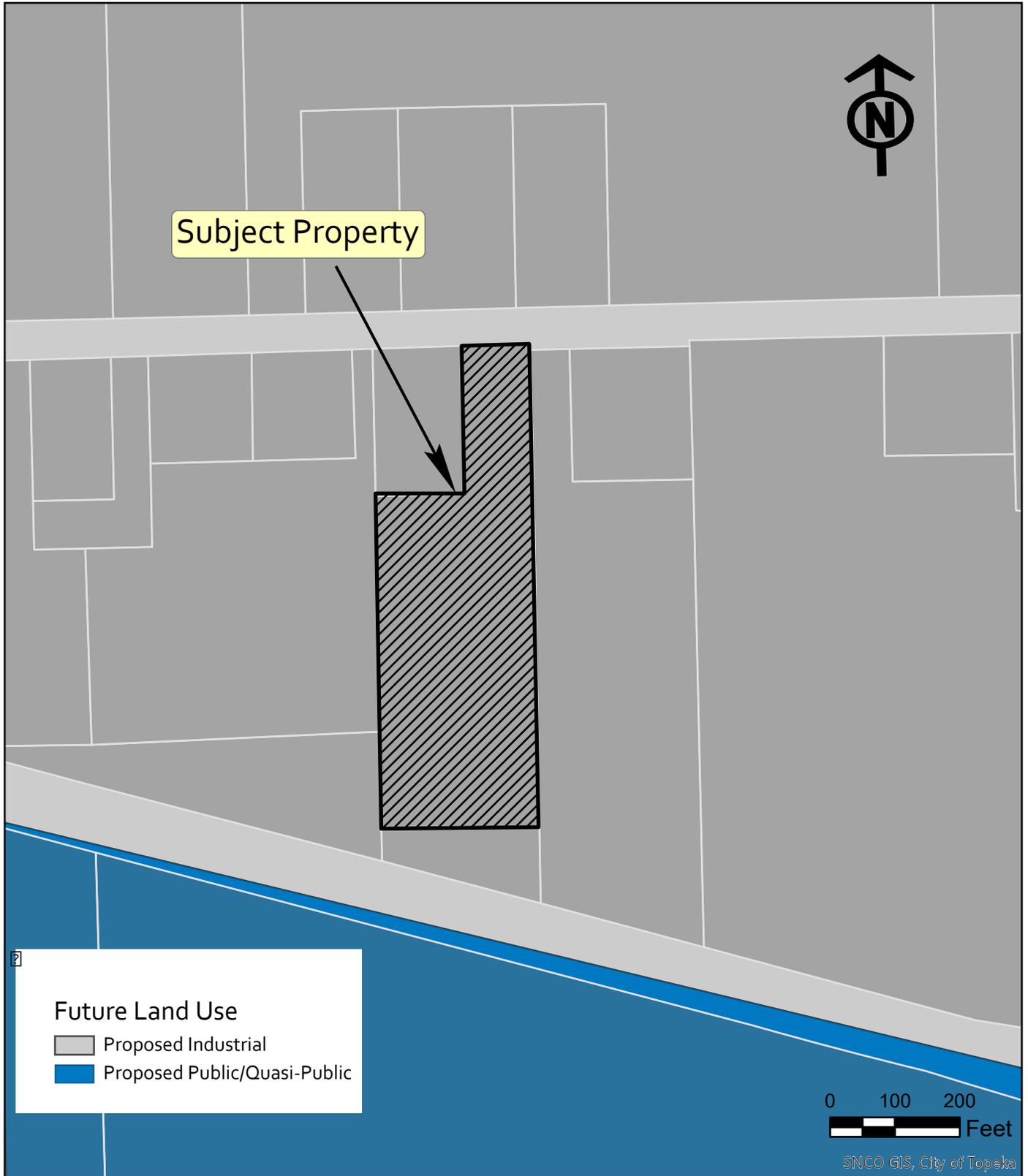
Z24/01 by Six Zero, Inc. - Aerial Map



Z24/01 by Six Zero, Inc. - Zoning Map



Z24/01 by Six Zero, Inc. - Future Land Use Map



Neighborhood Information Meeting Summary

Z24/01 Rezoning of NW Lower Silver Lake Road Property by Six Zero, Inc.

Meeting Time and Date: 5:30 PM, August 26, 2024 via Zoom Video Conference

Meeting attended by applicant's representative Walker Bassett and City of Topeka Planning staff Mike Hall.

Summary by Walker Bassett: *Four individuals (neighboring property owners), representing three neighboring properties, attended the meeting. They inquired about the land uses allowed under the proposed I-1 zoning. One participant voiced concern that the development might obstruct his view of the state capitol. Staff explained the zoning process, permitted uses, buffer and landscape requirements, and other development standards, and provided a link to the zoning code use standards.*

Thanks,

Walker Bassett



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Dan Warner, AICP, Planning Division Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Planning Commission Special Committee for Housing
PROJECT #: ACZR24/02
CATEGORY/SUBCATEGORY: 013 Ordinances - Codified / 110 Planning
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning density and dimensional standards in residential districts, amending Section 18.60.020 of the Topeka Municipal Code and repealing original section.

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

(Approval will ease restrictions regarding lot dimensions, minimum building setbacks, and residential density in residential zoning districts.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to amend the Zoning Code to reduce required minimum lot dimensions, building setbacks, and ease restrictions on maximum residential densities in residential zoning districts.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the ordinance.

BACKGROUND:

The Planning Commission established the Special Committee for Housing (initially the Incentives Committee) on

February 19, 2024 to identify possible text amendments to the Topeka Development Code that will remove unnecessary restrictions on residential construction and create incentives for the development of affordable housing. The Committee is comprised of four members of the Planning Commission.

The Committee used the City's 2020 "Citywide Housing Market Study and Strategy" as a primary resource to understand the dimensions of Topeka's housing shortage. The Committee met six times, including one meeting with a group of housing developers active in Topeka to solicit their feedback.

The amendments proposed by the Committee and recommended by the Planning Commission affect the single family, two-family, and multiple family residential districts and include 1) reduction in minimum lot dimensions; 2) reduction in the minimum building setbacks for the R-1 Single Family Dwelling District; 3) increase in building coverage ratio; 4) increase in maximum residential densities; and 5) a density bonus provision as an incentive for affordable housing in multi-family residential districts.

The proposed text amendments help to reduce development costs. The increase in maximum residential densities will provide for a form of multi-family residential development compatible with low density residential neighborhoods and similar to existing apartment buildings in Topeka.

The proposed text amendments are consistent with Topeka's Land Use & Growth Management Plan 2040 and the Citywide Housing Market Study and Strategy (2020).

The Planning Commission discussed the text amendment at their regular meeting on August 19, 2024. The Planning Commission held a public hearing on September 16, 2024 and voted 8-0-0 to recommend approval. No one has expressed opposition to the proposed amendments.

BUDGETARY IMPACT:

There is no budgetary impact.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Description

Ordinance

Planning Commission Minutes Sept 16, 2024

Planning Commission Memo

Proposed Text Amendments Summary

Memo from PC Special Committee for Housing

Housing Study Excerpt

Capitol Journal Article Housing

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, concerning density and dimensional standards in residential districts, amending § 18.60.020 of the Topeka Municipal Code and repealing original section.

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

Section 1. That section 18.60.020, Density/dimensional standards of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Density/dimensional standards.

The density/dimensional matrix tables establish the density and dimensional standards for the zoning districts identified in the tables below.

Density and Dimensional Standards – Residential Districts

		RR-1 Residential Reserve District	R-1 Single-Family Dwelling District	R-2 Single-Family Dwelling District	R-3 Single-Family Dwelling District	R-4 Manufactured Home District	M-1 Two-Family Dwelling District	M-1a Limited Multiple-Family Dwelling District	M-2 Multiple-Family Dwelling District	M-3 Multiple-Family Dwelling District
Standards	Notes	Districts								
Lot Standards										
Minimum Lot Area (sq. ft.)	New Lots [3][7][14]	20 acs	6,500 5,500	5,000 4,000	4,000	30,000	4,500 2,750	4,500 2,750	7,500 7,000	7,500 7,000
Maximum Building Coverage	% of lot area	10	45	50 60	50 60	50 60	50 60	50 60	60	60
Minimum Lot Width (ft.)	2 – 4 units per lot	300	60 50	40 35	40 35	40 35	50	50	50	50
Maximum Density	Dwelling units/acre	–	–	–	–	–	6 15	40 15	15 25	30 40
Principal Buildings										
Minimum Setbacks (ft.) [1][2]	Front [4]	30	30 25	25	4; 15	25	25	25	25	25
	Side [5][6]	7	7	5	0	5	5	5	5	5

			<u>5</u>							
	Rear	30	30 <u>25</u>	25	10	25	25	25	25	25
Maximum Height (ft.)		42	42	42	42	42	42	45	50	160
Minimum Number of Lots in District		-	-	-	-	10	-	-	-	-
Accessory Buildings (Detached)										
Minimum Setbacks (ft.) [1][2][12][13]	Front [8]	30	30	25	15	25	25	25	25	25
	Side [5][9]	3	3	3	3	3	3	3	3	3
	Rear	5	5	5	5	5	5	5	5	5
	From other buildings [10]	6	6	6	6	6	6	6	6	6
Maximum Accessory Building Coverage Ratio	% of principal building coverage	90	90	90	90	90	90	90	90	90
Maximum Height (ft.)	[11]	15 – 20	15 – 20	15 – 20	15 – 20	15 – 20	15 – 20	15 – 20	15 – 20	15 – 20
Minimum Garage Entry Setback (ft.)	Front entry	20	20	20	20	20	20	20	20	20
Minimum Garage Entry Setback (ft.)	Rear entry (from alley)	10	10	10	10	10	10	10	10	10
Minimum Garage Entry Setback (ft.)	Side entry (from alley)	5	5	5	5	5	5	5	5	5
Maintenance Accessory Building	Maximum size (sq. ft.)	-	-	-	-	-	-	-	400	400
	Maximum #	-	-	-	-	-	-	-	1	1

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NOTES:

- [1] If the recorded plat of subdivision provides greater setbacks, the provisions of the plat shall prevail.
- [2] The side yard of a corner lot and rear yard of a double frontage lot shall conform to the minimum front yard requirements of its district.
- [3] In RR-1 district, the minimum lot size is 20 acres unless the lot meets minimum compliance with subdivision regulations.
- [4] In R-3 district: First number represents front setback when an attached garage is designed for side entry. Second number represents front setback when attached garage is designed for front entry.
- [5] In R-3 district: District allows zero-foot side yard setback on one side; 10-foot on other side with a minimum of 10 feet between principal buildings. Accessory buildings for a zero lot line dwelling shall not be located in the required 10-foot side yard.

30 [6] For single-family attached dwellings in M districts, a zero-foot side yard setback is
31 allowed along the lot line separating the two units; a five-foot setback is required on the
32 other lot line.

33 [7] In M-1 and M-1a districts, the minimum lot area of 4,500 square feet is “per unit.”

34 [8] Accessory structures shall not be located within a required front yard or beyond the
35 front face of the principal structure, whichever is more restrictive. However, a minimum
36 setback of 20 feet from all street rights-of-way shall be provided for roadside stands,
37 garages and carports. If, in the judgment of the Planning Director, construction of a
38 roadside stand, garage or carport is compatible with the neighborhood, in respect to
39 availability of land for public sidewalks, right-of-way needs, and the location of
40 structures within the block, then such construction may occur with revised minimum
41 setback(s) as determined by the Planning Director.

42 [9] An unenclosed carport located less than six feet from the principal building may
43 extend to within three feet of a side property line.

44 [10] Setback from Principal Building. No portion of an accessory building, except for a
45 carport, shall be located closer than six feet to the principal building or another
46 accessory building on the same lot. However, an unenclosed breezeway may be
47 extended between the principal structure and the accessory structure for the purpose
48 of providing a covered walkway. In no event shall the construction of a covered
49 walkway or a detached carport located next to another building be deemed to join the
50 principal and accessory structures into one principal structure.

51 [11] Maximum Height. Accessory buildings and structures shall not exceed 15 feet
52 when the principal building is one story or 20 feet when the principal building is two
53 stories or more.

54 [12] Reversed Corner Lot. On a reversed corner lot in a residential district, and within
55 15 feet of any adjacent property to the rear in a residential district, no detached
56 accessory building or portion thereof located in a required rear yard shall be closer to
57 the side lot line abutting the street than a distance equal to the least depth which would
58 be required under this division for the front yard on such adjacent property to the rear.
59 Further, in the above instance, all such accessory buildings shall meet the minimum
60 side yard requirements of such adjacent property which coincides with the side lot line
61 or portion thereof of property in any residential district.

62 [13] Attached Accessory Buildings. Attached accessory buildings, except for side yards
63 for carports as outlined above, shall be located pursuant to the requirements for

64 principal buildings. Attached garages and carports shall be located on a lot so that a
 65 minimum 20-foot-length “aisle” between the building and the street right-of-way line is
 66 provided.

67 [14] The minimum lot area in the R-4 district is the combined area needed for 10
 68 contiguous lots.

69 [15] Density increase of 40% for a minimum of 30% of units begin “affordable” housing,
 70 applicable in “M-2” and “M-3” Zoning Districts. “Affordable” for this requirement means
 71 affordable to households with an income equal to or less than 60% of Area Median
 72 Income.

73 **Density and Dimensional Standards – Office/Institutional Districts and Commercial Districts**

		O&I-1 Office & Institutional District	O&I-2 Office & Institutional District	O&I-3 Office & Institutional District	C-1 Commercial District	C-2 Commercial District	C-3 Commercial District	C-4 Commercial District
Standards	Notes	Districts						
Lot Standards								
Minimum Lot Area (sq. ft.)		7,500	7,500	7,500	7,500	10,000	10,000	10,000
Maximum Building Coverage	% of lot area	40	50	60	40	50	60	60
Minimum Lot Width (ft.)		50	50	50	50	50	50	50
Principal Buildings								
Setbacks (ft.) [1][2][3]	Front	25	25	25	25	25	25	25
	Side	7	7	10	10	10	10	10
	Rear	25	25	25	25	25	25	25
Maximum Building Size (sq. ft.)	Ground floor area	7,500	20,000	–	10,000	50,000	–	–
Maximum Height (ft.) [5][6]		42	60	75	35	50	70	70
Accessory Buildings (Detached)								
Setbacks (ft.) [1][2]	Front [4]	25	25	25	25	25	25	25
	From other buildings	6	6	6	6	6	6	6
Minimum Garage Entry Setback (ft.)	Rear entry (from alley)	10	10	10	10	10	10	10

Minimum Garage Entry Setback (ft.)	Side entry (from alley)	5	5	5	5	5	5	5
Maximum Height (ft.) [6]		-	-	-	-	-	-	-
Maintenance Accessory Building	Maximum size (sq. ft.)	400	400	400	400	600	600	600

NOTES:

[1] If the recorded plat of subdivision provides greater setbacks, the provisions of the plat shall prevail.

[2] The side yard of a corner lot and rear yard of a double frontage lot shall conform to the minimum front yard requirements of the district.

[3] During site plan review, side yard setbacks may be reduced to zero feet where the buildings are attached along a common lot line.

[4] Accessory structures shall not be located within a required front yard or beyond the front face of the principal structure, whichever is more restrictive. However, a minimum setback of 20 feet from all street rights-of-way shall be provided for garages and carports. If, in the judgment of the Planning Director, construction of a garage or carport is compatible with the neighborhood, in respect to availability of land for public sidewalks, right-of-way needs, and the location of structures within the block, then such construction may occur with revised minimum setback(s) as determined by the Planning Director.

[5] Height restrictions of airport overlay district may be more restrictive.

[6] Height shall not exceed the height of its principal structure.

Density and Dimensional Standards – All Other Districts

		I-1 Light Industrial District	I-2 Heavy Industrial District	U-1 University District	MS-1 Medical Services District	X-1 Mixed Use District	X-2 Mixed Use District	X-3 Mixed Use District	D-1 Downtown District	* See [17]	D-2 Downtown District	D-3 Downtown District
Standards	Notes	Districts										
Lot Standards												
Minimum Lot Area (sq. ft.)	New lots	10,000	10,000	None	None	None	None	None	None	None	None	None
Maximum Density	Dwelling units/acre	-	-	-	15	12	12	29	-	-	-	-
Maximum Building Coverage	% of lot area	85	85	-	80	75	75	100	100	75	100	100

Minimum Lot Width (ft.)		50	50	–	50	50	50	25	0	0	0
Setbacks (ft.) [1][2][7][10]	Front [5]	0	0	–	25	0 – 15	0 – 25	0 – 10	0	0	0
	Side [4][7][10]	0	0	–	5; 10	0 – 8	10	0	0	0	0
	Rear [4][10]	0	0	–	25	0 – 25	25	10	0	0	0
Maximum Height (ft.) [3][6][8] [16]		70	None	–	160	40	50	50	See [16]	50	60
Accessory Buildings (Detached)											
Maximum Accessory Building Coverage Ratio	% of principal building coverage	–	–	–	90	90	90	90	–	–	–
Setbacks (ft.) [1][2]	Front [9][11]	–	–	–	25	0 – 15	0 – 25	0 – 10	–	–	–
	Side [10][14][15]	–	–	–	3	3	3	3	–	–	–
	Rear [10][14]	–	–	–	5	5	5	5	–	–	–
	From other buildings [12]	–	–	–	6	6	6	6	–	–	–
Minimum Garage Entry Setback (ft.)	Front entry [9]	–	–	–	20	20	20	20	–	–	–
Minimum Garage Entry Setback (ft.)	Rear entry (from alley)	–	–	–	10	10	10	10	–	–	–
Minimum Garage Entry Setback (ft.)	Side entry (from alley)	–	–	–	5	5	5	5	–	–	–
Maximum Height (ft.) [3][13]		–	–	–	15 – 20	15 – 20	15 – 20	15 – 20	–	–	–

NOTES:

[1] If the recorded plat of subdivision provides greater setbacks, the provisions of the plat shall prevail.

[2] The side yard of a corner lot and rear yard of a double frontage lot shall conform to the minimum front yard requirements of the district.

[3] Height restrictions of airport overlay district may be more restrictive.

[4] I districts: 10-foot rear or seven-foot side yard setback where that yard abuts any residential dwelling district.

[5] I districts: Where the frontage along one side of the street in that block abuts a residential district, then the front yard requirements of the residential district shall apply.

[6] U-1 district: Minimum yard requirements and maximum height shall be in accordance with the approved master development plan.

105 [7] MS-1 district: The side setbacks are five feet for buildings up to 50 feet in height
106 and 10 feet for buildings taller than 50 feet in height.

107 [8] MS-1 district: Any other building or structure that is not a hospital shall not exceed a
108 height of 100 feet; however, if located within 150 feet of the boundary of the district, it
109 shall not exceed a height of 50 feet.

110 [9] X districts: Setbacks within a range are determined at the discretion of the Planning
111 Director.

112 [10] X-2 district: Side and rear yard setbacks may be reduced if not abutting residential
113 uses, as determined at the discretion of the Planning Director.

114 [11] Accessory structures shall not be located within a required front yard or beyond
115 the front face of the principal structure, whichever is more restrictive. However, a
116 minimum setback of 20 feet from all street rights-of-way shall be provided for roadside
117 stands, garages and carports. If, in the judgment of the Planning Director, construction
118 of a roadside stand, garage or carport is compatible with the neighborhood, in respect
119 to availability of land for public sidewalks, right-of-way needs, and the location of
120 structures within the block, then such construction may occur with revised minimum
121 setback(s) as determined by the Planning Director. If more restrictive than provided
122 above, setbacks as set forth by plats of subdivision shall apply to any and all accessory
123 structures.

124 [12] Setback from Principal Building. No portion of an accessory building, except for a
125 carport, shall be located closer than six feet to the principal building or another
126 accessory building on the same lot. However, an unenclosed breezeway may be
127 extended between the principal structure and the accessory structure for the purpose
128 of providing a covered walkway. In no event shall the construction of a covered
129 walkway or a detached carport located next to another building be deemed to join the
130 principal and accessory structures into one principal structure.

131 [13] Maximum Height. In the MS-1, X, and D-2 districts, accessory buildings and
132 structures shall not exceed 15 feet when the principal building is one story or 20 feet
133 when the principal building is two stories or more.

134 [14] The accessory building (detached) side and rear setbacks only apply to residential
135 uses in the X and MS-1 districts.

136 [15] An unenclosed carport located less than six feet from the principal building may
137 extend to within three feet of a side property line.

138 [16] (i) In D-1 district, no building hereafter erected or structurally altered shall exceed
139 a height at the street line which is greater than the width of the street right-of-way times
140 a factor of three. On corner lots, and where the widths of the two intersecting streets
141 are varied, the larger street width shall be used to determine the height of any building
142 or structure.

143 (ii) Exception. Within the State zoning area, as defined by K.S.A. 75-3620, the height of
144 structures and buildings shall be regulated in accordance with the following provisions:
145 no building shall exceed a height at the street line of six stories or 75 feet, but above
146 the height permitted at the street line three feet may be added to the height of the
147 building for each one foot that the building or portion thereof is set back from all sides
148 of the lot, except that the cubical contents of such building shall not exceed the cubical
149 contents of a prism having a base equal to the area of the lot and a height equal to two
150 times the width of the street; provided, however, that a tower with a base not to exceed
151 20 percent of lot area, nor to have any side greater than 60 feet, nor to have any wall
152 closer than 20 feet to any lot line, may be constructed without reference to the above
153 limitations. Any applicable provisions of Chapter 18.225 TMC shall apply to buildings
154 erected in this district.

155 [17] D-1 district: Refer to Downtown Topeka Urban Design Guidelines.

156 Section 2. That original § 18.60.020 of The Code of the City of Topeka,
157 Kansas, is hereby specifically repealed.

158 Section 3. This ordinance shall take effect and be in force from and after its
159 passage, approval and publication in the official City newspaper.

160 Section 4. This ordinance shall supersede all ordinances, resolutions or rules,
161 or portions thereof, which are in conflict with the provisions of this ordinance.

162 Section 5. Should any section, clause or phrase of this ordinance be declared
163 invalid by a court of competent jurisdiction, the same shall not affect the validity of this
164 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

165 PASSED AND APPROVED by the Governing Body on _____.

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167 CITY OF TOPEKA, KANSAS

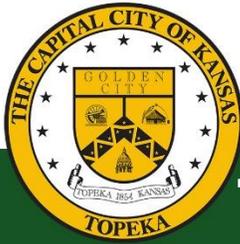
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ATTEST:

Michael A. Padilla, Mayor

Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, September 16, 2024

CASE MINUTES

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

Members Absent: Katy Nelson (1)

Staff Present: Rhiannon Friedman, Planning & Development Director; Michael Hall, Land Use Manager; Ann-Marie Driver, Planner; Paul Turner, Planner; Amanda Tituana-Feijoo, Administrative Officer; Matthew Mullen, Legal

ACZR24/02- a request to amend the Topeka Municipal Code (TMC) Title 18 (Comprehensive Plan Signs-Subdivisions- Zoning) as follows: Amendments to the Density and Dimensional Standards in Section 18.60.020 as may affect minimum lot dimensions, minimum building setbacks, standards for maximum residential density, including a density bonus incentive for development of affordable housing. Other sections of TMC Title 18 may be considered to support housing development. Title 18 can be accessed at <http://topeka.municipal.codes/TMC/18>.

Staff:

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

The goal of the *Citywide Housing Study* was to present actionable strategies to improve the existing housing stock and meet future demand for housing. 30% of houses in Topeka are cost burdened, which means that more than 30% of income on housing. Topeka is projected to need the following housing over the next 20 years:

4,000 units of affordable housing
3,650 units of workforce housing
2,250 units are needed for seniors

The Planning Commission's Special Committee for Housing discussed reducing minimum lot sizes, lot widths, and minimum required setbacks. The "R1" has larger setbacks, and it is the most prominent of the single-family residential districts. The "R2" district mostly applies to central and Southeast Topeka. The City of Topeka is proposing to reduce the following:

the minimum lot size in a "R1" district from 6,500 feet to 5,500 feet
the minimum lot size in a "R2" district from 5,000 feet to 4,000 feet
reducing the sizes in the other districts as well
the minimum lot width in the "R1" district be reduced from 60 feet to 50 feet
the minimum lot width in the "R2" district be reduced from 40 feet to 35 feet

A big part of affordability or building cost is lot size.

Regarding Density, The Planning Commission's Special Committee for Housing is proposing to increase maximum densities as follows:

the maximum density (dwelling units per acre) in a "M1" district from six to 15 units per acre
the maximum density in a "M1A" district from 10 to 15 units per acre

the maximum density in a "M2" district from 15 to 25 units per acre
the maximum density in a "M3" district from 30 -40 units per acre

The committee is also wanting to add the following footnote to the Density/Dimensional Standards for Residential Districts:

Density increase of 40% for a minimum of 30% of units being "affordable" housing, applicable in "M-2" and "M-3" Zoning Districts. "Affordable" for this requirement means affordable to households with an income of 60% of area median income.

Questions/Comments from Commissioners: NA

Ms. Pearson **opened the hearing up for public comment.** With no one coming forward, **the public hearing was closed.**

Discussion by Commissioners:

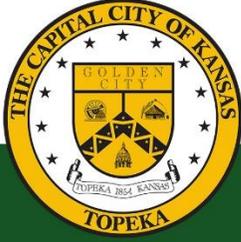
Mr. Kaup stated that it is a beginning effort to deregulate and urged the commission to approve the proposed amendments.

Mr. Brooks asked about the process. Mr. Hall stated that there is a motion that is drafted in the memo, and the recommendation would be to forward to the governing body for approval. They do not hold a public hearing, and they act on the record of this meeting.

Mr. Naeger clarified that a new build would do what fits that specific scenario. Mr. Hall stated that there are a lot of existing lots (lots of records), and the rules for lot dimensional apply to new lots being created not existing lots on record. If they have a lot of record, they can get a building permit for that lot.

Ms. Pearson clarified that the city will not come around to existing lot owners and tell them they will need to change their lot size. Mr. Hall stated yes, that is correct.

Motion by Commissioner Dehn, **second** by Commissioner Herron to approve the approval of ACZR 24/02, an amendment to zoning regulations regarding density and dimensional standards for residential zoning districts to support housing development. **Approved 8-0-0**



CITY OF TOPEKA

Planning Division
Holliday Building, 620 SE Madison St., Unit 11
Topeka, KS 66607

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

MEMORANDUM

To: Topeka Planning Commission

From: Dan Warner, AICP, Director – Planning Division

Date: September 5, 2024 / September 16, 2024 Planning Commission Meeting

RE: ACZR24/02 - Text Amendments Proposed by the Planning Commission Incentives Committee

A public hearing has been advertised for September 16, 2024 for the Planning Commission to consider this item. Planning staff presented the draft text amendments for discussion at the August 19th Planning Commission meeting. Staff now requests the Planning Commission forward a recommendation of APPROVAL to the Governing Body upon close of the public hearing. The proposed text amendments are attached.

Recommended Motion: I move to recommend APPROVAL of ACZR24/02, an amendment to the zoning regulations regarding density and dimensional standards for residential zoning districts to support housing development.

Planning Commission Incentives Committee

The Planning Commission established the Incentives Committee on February 19, 2024 to identify possible text amendments to the Topeka Development Code that would (1) remove unnecessary restrictions on residential construction and (2) create incentives for residential construction, specifically affordable housing. The Incentives Committee is comprised of Planning Commissioners Jim Kaup (Committee Chairman), Del-Metrius Herron, William Naeger, and Katy Nelson. Work of the Incentives Committee will help to implement recommendations from the City's 2020 Citywide Housing Market Study and Strategy.

The Incentives Committee has met six times. The Committee held one of these meetings (July 17th) with a group of housing advocates and developers active in Topeka to solicit their feedback on proposed text amendments.

Reducing Required Minimum Lot Dimensions

Large minimum lot size and width standards can be an obstacle to housing development. Development cost is affected in large part by cost of land and infrastructure. Smaller lot widths reduce the length of streets, water, and sewer mains which translates to a reduction in infrastructure costs typically borne by the developer or home buyer. Allowing smaller lot size and dimensions could make it easier to plat new lots for homes, especially on infill land. Therefore, a reduction in minimum lot width from 60 feet to 50 feet in the R-1 district, and from 40 to 35 feet in the other residential districts is proposed. A minimum width of 35 feet in the R-2 district is consistent with the development pattern of central Topeka neighborhoods zoned R-2. The proposed minimum lot area standards are a function of the proposed minimum lot width and minimum lot depth of 110 feet as required by Topeka's subdivision regulations (e.g. 50' width x 110' depth = 5,500 sf).

Reducing Required Minimum Building Setbacks

Overly restrictive minimum building setbacks can make the construction of new homes or home additions difficult, especially on smaller infill sites. An overly large front setback can increase the length of the driveway to a garage and increase the length of the service lines for water and sewer, resulting in higher costs. Staff researched the building setback standards from other cities in Kansas and Midwest, including Lawrence, Manhattan, and Wichita, and find that Topeka's setback requirements for the R-1 district are slightly larger than the setback requirements for the comparable zoning classification in those cities. Therefore, a reduction in the required front and rear setback from 30 feet to 25 feet, and the side setback from 7 feet to 5 feet is proposed for the R-1 district.

Increasing Maximum Density Standards

Over time staff have observed that the current density standards (dwelling units per acre) for the "M" zoning districts are overly restrictive. The current maximum density for the M-2 district is 15 dwelling units per acre, although there are multiple examples of existing apartment buildings that exceed 20 units per acre and these are of a modest size and compatible with surrounding low density residential land use. Substantial increases in maximum residential densities are proposed.

Density Bonus for Affordable Housing

The Incentives Committee recommends the addition of footnote #15 to the Density/Dimensional Standards for Residential Districts.

[15] Density increase of 40% for a minimum of 30% of units being "affordable" housing, applicable in "M-2" and "M-3" Zoning Districts. "Affordable" for this requirement means affordable to households with an income of 60% of Area Median Income.

Housing is considered "affordable" when the rent or mortgage on the home is no more than 30% of gross income.

Example: A project is proposed on a one-acre site zoned M-2. Under the proposed text amendments, the project is permitted to be built at a density of 25 units per acre (25 units for

this project). If the developer commits to keeping the rent at a level that is affordable to households with an income of 60% of or less of AMI, the project can be built to a density of 35 units per acre (an additional 10 units).

In Shawnee County, a four-person household with an annual income of \$52,380 is at 60% of Area Median Income (AMI). 80% of AMI is at the highest income level served by the Low Income Housing Tax Credit (LIHTC) and other government programs to support affordable housing.

The Incentives Committee discussed methods to ensure housing built under the incentive bonus retains its affordability. Staff will continue to explore the most effective and efficient measures to enforce “affordability” under the density bonus provision.

Other Possible Text Amendments

The Topeka Zoning Regulations include requirements for off-street parking. Off-street parking is a substantial part of development cost. It is estimated that each off-street parking space (surface level parking) costs \$5,000 and may, on average, add \$142 to monthly rent.

Per the zoning code, for most multi-family residential development two (2) parking spaces are required for each dwelling. The Incentives Committee discussed a reduction in parking requirements, and Planning staff have observed Topeka’s parking requirements for multi-family residential use to be higher than other Kansas cities. Most or all of the off-street parking requirements in chapter 18.240 of the zoning code are in need of review with substantial amendments likely. Staff has begun work on a comprehensive update to chapter 18.240 and intends to present that update at a future date.

Upon a recommendation by the Planning Commission, Topeka’s Governing Body recently adopted amendments to allow accessory dwellings in single family zoning districts R-1 and R-2. However, Topeka’s zoning regulations continue to prohibit duplexes, triplexes, and four-plexes in R-1 and R-2 districts. The Incentives Committee has asked staff to review the zoning code for a possible amendment to allow approval of duplexes, tri-plexes, and quad-plexes in single family residential districts by conditional use permit. A proposed amendment is expected to generate a lot of interest and concern from stakeholders. Staff has started research on the topic and will present a potential text amendment at a future date.

Attachments:

- Draft Text Amendments to 18.60.020, Density/Dimensional Standards for Residential Districts

Density Dimensional Standards - RR, R, M Districts

Density and Dimensional Standards - All Other Districts										
		RR1 Residential Reserve District	R1 Single Family Dwelling District	R2 Single Family Dwelling District	R3 Single Family Dwelling District	R4 Manufactured Home District	M1 Two Family Dwelling District	M1a Limited Multiple Family Dwelling District	M2 Multiple Family Dwelling District	M3 Multiple Family Dwelling District
Standards	Notes	Districts								
Lot Standards										
Minimum Lot Area (sq. ft.)	New Lots [3,7,14]	20 acs	6,500 5,500	5,000 4,000	4,000	30,000	4,500 2,750	4,500 2,750	7,500 7,000	7,500 7,000
Maximum Building Coverage	% of lot area	10	45	50 60	50 60	50 60	50 60	50 60	60	60
Minimum Lot Width (ft.)	2-4 units per lot	300	60 50	40 35	40 35	40 35	50	50	50	50
Maximum Density	Dwelling units/acre [15]	-	-	-	-	-	6 15	10 15	15 25	30 40
Principal Buildings										
Minimum Setbacks (ft.) [1][2]	Front [4]	30	30 25	25	4; 15	25	25	25	25	25
	Side [5][6]	7	7 5	5	0	5	5	5	5	5
	Rear	30	30 25	25	10	25	25	25	25	25
Maximum Height (ft.)		42	42	42	42	42	42	45	50	160
Minimum Number of Lots in District		-	-	-	-	10	-	-	-	-
Accessory Buildings (Detached)										
Minimum Setbacks (ft.) [1][2] [12][13]	Front [8]	30	30	25	15	25	25	25	25	25
	Side[5] [9]	3	3	3	3	3	3	3	3	3
	Rear	5	5	5	5	5	5	5	5	5
	From other buildings [10]	6	6	6	6	6	6	6	6	6
Maximum Accessory Building Coverage Ratio	% of principal building coverage [16]	90	90	90	90	90	90	90	90	90
Maximum Height (ft.)	[11]	15-20	15-20	15-20	15-20	15-20	15-20	15-20	15-20	15-20
Minimum Garage Entry Setback (ft.)	front entry	20	20	20	20	20	20	20	20	20
Minimum Garage Entry Setback (ft.)	rear entry (from alley)	10	10	10	10	10	10	10	10	10
Minimum Garage Entry Setback (ft.)	side entry (from alley)	5	5	5	5	5	5	5	5	5
Maintenance Accessory Building	Maximum size (sq. ft.)	-	-	-	-	-	-	-	400	400
	Maximum #	-	-	-	-	-	-	-	1	1
Notes:										
[1] If the recorded plat of subdivision provides greater setbacks, the provisions of the plat shall prevail.										
[2] The side yard of a corner lot and rear yard of a double frontage lots shall conform to the minimum front yard requirements of its district.										
[3] In "RR-1" District, the minimum lot size is 20 acres unless the lots meets minimum compliance with Subdivision Regulations.										

Density Dimensional Standards - RR, R, M Districts

[4] In the "R-3" District - First number represents front setback when an attached garage is designed for side entry. Second number represents front setback when attached garage is designed for front entry.

[5] In "R-3" District - District allows 0' side yard setback on one side; 10' on other side with a minimum of 10' between principal buildings. Accessory buildings for a zero lot line dwelling shall not be located in the required 10-foot side yard.

[6] For single family attached dwellings in "M" Districts, a 0 ft. side yard setback is allowed along the lot line separating the two units; a 5 ft setback is required on the other lot line.

[7] In "M-1" and "M-1a" Districts, the minimum lot area of 4,500 2,750 sq. ft. is "per unit".

[8] Accessory structures shall not be located within a required front yard or beyond the front face of the principal structure, whichever is more restrictive. However, a minimum setback of 20 feet from all street rights-of-way shall be provided for roadside stands, garages and carports. If, in the judgment of the planning director, construction of a roadside stand, garage or carport is compatible with the neighborhood, in respect to availability of land for public sidewalks, right-of-way needs, and the location of structures within the block, then such construction may occur with revised minimum setback(s) as determined by the planning director.

[9] An unenclosed carport located less than 6 feet from the principal building may extend to within 3 feet of a side property line.

[10] Setback from Principal Building. No portion of an accessory building, except for a carport, shall be located closer than six feet to the principal building or another accessory building on the same lot. However, an unenclosed breezeway may be extended between the principal structure and the accessory structure for the purpose of providing a covered walkway. In no event shall the construction of a covered walkway or a detached carport located next to another building be deemed to join the principal and accessory structures into one principal structure.

[11] Maximum Height. Accessory buildings and structures shall not exceed 15 feet when the principal building is one-story or 20 feet when the principal building is two-stories or more.

[12] Reverse Corner Lot. On a reversed corner lot in a residential district, and within 15 feet of any adjacent property to the rear in a residential district, no detached accessory building or portion thereof located in a required rear yard shall be closer to the side lot line abutting the street than a distance equal to the least depth which would be required under this division for the front yard on such adjacent property to the rear. Further, in the above instance, all such accessory buildings shall meet the minimum side yard requirements of such adjacent property which coincides with the side lot line or portion thereof of property in any residential district.

[13] Attached Accessory Buildings. Attached accessory buildings, except for side yards for carports as outlined above, shall be located pursuant to the requirements for principal buildings. Attached garages and carports shall be located on a lot so that a minimum 20-foot-length "aisle" between the building and the street right-of-way line is provided.

[14] The minimum lot area in the "R-4" District is the combined area needed for 10 contiguous lots

[15] Density increase of 40% for a minimum of 30% of units being "affordable" housing, applicable in "M-2" and "M-3" Zoning Districts. "Affordable" for this requirement means affordable to households with an income of 60% of Area Median Income.

TO: Chair Pearson and Members, Planning Commission
CC: Rhiannon Freidman, Dan Warner, Mike Hall
FROM: Incentives Committee
RE: Committee Activity; Proposed Text Amendments to Topeka Development Code;
and Recommendations for Additional Study
DATE: August 13, 2024

I. BACKGROUND

- A. The Planning Commission Chair created the incentives study committee on February 19, 2024, to identify possible text amendments to the Topeka Development Code (Code) that would (1) remove unnecessary restrictions on residential construction and (2) create incentives for residential construction, specifically affordable housing.
- B. The Committee met with Planning & Development Department (Planning) staff between March 6 and June 10. We studied the text amendments which Planning was already working on which were relevant to the Committee's assignment. We also discussed how incentives for affordable housing could be incorporated into the Code.
- C. On July 17 the Committee and Planning staff met with a number of housing advocates and developers to ask for their input on possible Code amendments, and any additional ideas.
- D. The Committee then met with staff on August 2 to finalize a set of text amendments recommended for a September public hearing. We also discussed other potential amendments which may require additional study, subject to directions from the Planning Commission.

II. TOPEKA HOUSING

- A. Scale of the Problem.
 - 1. The Committee used the City's 2020 "Citywide Housing Market Study and Strategy" (2020 Study) as a primary resource to understand the dimension of Topeka's housing shortage.
 - 2. The numbers in the 2020 Study were shocking and have almost certainly become more so by 2024, due to rapidly rising costs for both homeowners and renters.
 - 3. Greatly summarized from the 2020 Study:
 - a. 15,000 households were identified as low income (less than \$41,160/yr.) (60% of AMI).
 - b. 7900 households were identified as very low income (less than \$20,580/yr.) (30% of AMI).
 - c. Supply of affordable housing: 4820 dwelling units [3000 LIHTC, 745 Public Housing, 1000 Other (Sec. 8, etc.)]
 - d. Average Median Income (AMI) for Topeka in 2020 was \$50,100.

- e. Using the 30% standard, a family with a median 2020 AMI could afford a rental of \$1,250/mo. or a mortgage of \$227,000.
- f. A good explanation of the 2020 study was published by the Topeka Capital Journal on July 26, “We Have a Housing Shortage”. That news story also provides data on the rise in housing costs since 2020. (Attached)

4. Demand Summary – the 2020 Study

- a. The 2020 study quantified demand for different housing types for the time period of 2020-2040 as follows (p. 54):
- b. 4000 units of affordable housing
 - 2800 rental
 - 1200 for sale
- c. 3650 units of workforce-affordable housing
 - 1650 rental
 - 2000 for sale
- d. 4500 units of market-rate housing
 - 1400 rental
 - 3100 for sale
- e. 2250 units of senior housing
 - 1500 affordable rental
 - 400 for sale, market rate
 - 200 independent living
 - 150 assisted living
- f. It should be noted that these projections of housing demand assume a “slight decrease in population and households” (p. 52). Obviously, should Topeka experience growth by 2040 the above figures would increase.

5. While we lacked hard data to quantify how home ownership and rents have changed since 2020, we offer the following:

- a. The shortage of housing, including affordable housing, has worsened since 2020.
- b. The low number of building permits for 2022, 2023 and YTD 2024 reflect that worsening situation:

	2022	2023	2024
Single-Family	67	61	21
Duplex	16	22	5
Multi-Family	13	0	1

- c. The CEO of the Topeka Housing Authority, as reported in the July 26 newspaper story, estimated that rent for a two-bedroom apartment that the 2020 study said cost \$785/mo. now goes for about \$900/mo.

III. COMMITTEE RECOMMENDED AMENDMENTS

The Committee recommends the following text amendments for the Planning Commission's consideration and scheduling for public hearing as soon as September:

A. Density and Dimensions.

1. The recommended amendments to the R and M Districts will reduce minimum lot areas, increase maximum lot coverages, and reduce minimum lot widths for most of these Districts.
2. Maximum density (dwelling units/acre) will be increased for all the M Districts.
3. These amendments are the same as previously reported to the Planning Commission. They would amend Ch. 18.60.020 of the Development Code.
4. Staff will provide a graphic.

B. Affordable Housing Incentive.

1. The recommended amendment is a modest one, as it affects only the M-2 and M-3 Districts. The amendment provides a density increase of 40% if 30% of more of the proposed multi-family units are affordable – meaning affordable to households with an income of 60% or less of Topeka's AMI (Area Median Income).
2. This recommended amendment remains the same as previously reported to the Planning Commission.
3. Staff will provide a graphic. The amendment is a footnote to Ch. 18.60.020 of the Code.

[We recognize that adoption of this incentive necessitates the City develop the means to ensure a dwelling unit remains affordable for a specified period of time.]

C. Setbacks.

1. At the July 17 meeting several housing advocates stated that the setback requirements in the Code are obstacles to development.
2. The Committee asked staff to look at this issue. Staff compared the City's setbacks to those of other Kansas cities. That comparison showed our R-1 setbacks are greater than most of the other cities.
3. The Committee recommends, and staff supports, amending Ch. 18.60.020 to reduce requirements to make the R-1 front, rear and side yard minimum setbacks the same as for the R-2 District. Staff has a graphic showing this amendment.

IV. ADDITIONAL TEXT AMENDMENTS

A. Parking Requirements.

The Committee finds:

1. Off-street parking requirements are a significant development cost, particularly for the multi-family housing this City needs so badly.
2. Planning staff had already concluded the City's parking requirements were unnecessarily severe, and has undertaken revisions to the full body of code regulations for parking.
3. The Committee, at staff's request, agrees to have revised off-street parking requirements for the multi-family districts be kept as part of the larger revision staff is working on.
4. The Planning Commission should note that this approach means reduced parking for the "missing middle" will be six months away, as staff advised its overall revisions won't be ready until February 2025.

B. The Committee has had discussions on several other possible Code amendments. These may require additional study before being considered by the Planning Commission.

1. Duplexes as Conditional Use in the R-1 District.

The Committee finds:

- a. The 2020 Housing Study notes that duplexes are economically feasible "in certain subdivisions" and as infill development where new single-family housing is not economically feasible (p. 62).
- b. An amendment to the R-1 regulations to allow duplexes as a conditional use would greatly enlarge the areas around the City where infill development might occur, as well as in existing and future subdivisions.
- c. Staff raised concerns about bringing forth such an amendment to the R-1 regulations before vetting the idea with NIAs and other interested parties, as the recently-adopted ADU regs were.
- d. The Committee agrees that the staff concern has merit, so we do not propose immediate action by the Planning Commission, although we do want to have some discussion of the potential amendment at the August meeting.
- e. The Committee requests direction from the Planning Commission to either drop the R-1 duplex conditional use idea, or move consideration forward:
 1. Schedule the amendment for September public hearing.
 2. Schedule the amendment for October public hearing if adequate vetting is completed.
 3. Defer the idea for now, pending vetting, with an indefinite public hearing date.

4. Take no further action on the idea.
2. Amending the subdivision regulations to designate Type A and Type B subdivisions. Type A would be subject to current regulations. A Type B subdivision would require curb and gutter, sidewalks, and certain other infrastructure only if financed 100% city at-large. Type B subdivisions would require a percentage of dwelling units to qualify as affordable.

V. COMMITTEE OBSERVATIONS

- A. The proposed Code amendments, and the ADU amendments recently adopted, are all reasonable and desirable. However, they will not open the floodgates to build the housing construction we need. While the vetting done to date is positive, these amendments will likely lead to only modest increases in infill development and possible expansion of existing multi-family housing. By themselves these amendments are not enough to keep us from falling even further behind, renter and owner-occupied, market-rate and affordable, single-family and multi-family.
- B. We recognize that factors beyond the City's control are largely responsible for the worsening of the supply of housing, including affordable housing. High interest rates and rapidly increasing construction costs cannot be addressed by the City. The recent phenomenon of investors converting owner-occupied houses to market rental units has also affected the local market. Investor acquisition of a large number of multi-family units has also been said to have contributed to rising rents.
- C. Some techniques used by other cities to stimulate residential development are beyond the reach of the Planning Commission. These measures, such as free land, publicly-financed infrastructure for subdivided land that is "build-ready", reduced infrastructure requirements, and free utility hookups would no doubt be welcomed by developers, but are, for the most part, outside the Code.
- D. Affordable Housing.
 1. While the Committee heard only positive comments on the density "bonus" for construction of affordable housing in the M districts, the Committee has doubts as to whether that feature will produce results. We have not yet found other means, within the text of the Code, to provide meaningful incentives for more multi-family housing, affordable or otherwise.
 2. The Committee reluctantly concludes that at this time the most effective way to increase the supply of affordable housing in Topeka is to encourage housing construction. Period. The "trickle down" approach may be the most attainable approach at this time. If the private sector wants to build a \$500,000 house, then a household in a \$400,000 house buys it. A household in a \$300,000 house buys the \$400,000 house... a household in a \$100,000 house moves to the \$200,000 house that comes onto the market.
 3. This "trickle down" may, slowly, help low-income households wanting to buy, but likely has little benefit for renters.

4. We do not see any “inclusion” mandates being viable in Topeka at this time.
5. In summary, the proposed amendments will likely have a slight impact on affordable housing. They may make it possible for local non-profits like Habitat and Cornerstone to undertake lot-by-lot projects they would not otherwise. However, the amendments will not lead to subdivision scale construction of affordable housing which the City greatly needs. Only the Governing Body has the authority to more aggressively address Topeka’s housing problems.

VI. NEXT STEPS

The Committee recommends the following additional actions by the Planning Commission:

- A. Find ways to recognize and support the efforts of local non-profits and the THA building safe housing for Topekans.
- B. The 2020 Housing Study Implementation Matrix

In Chapter 6 of the 2020 Housing Study, “Prioritization & Implementation” is an Implementation Matrix.

The attached pages 105-107 have that Matrix. The Committee recommends that the Planning Commission consider all of the 27 “Strategic Recommendations” which indicate “Planning” as playing a role in achieving the recommendation. There are at least 9 such listings for “Planning”. A focus on identifying how the City has worked towards achieving each of the strategic recommendations relevant to “Planning” could be assigned to the Incentive Committee, a new committee, or kept with the Planning Commission itself.

- C. Encourage Planning staff to annually produce an Implementation Plan for the 2020 housing study, and to present those Plans to the Planning Commission.
- D. Either keep the Incentives Committee alive or create a standing committee on housing. The committee would be charged with being the liaison for the Planning Commission with the Topeka Housing Authority, the AHTF, the Land Bank and non-profit housing entities.

Jim Kaup, Chair
Del Metrius Herron
Katy Nelson
William Naeger

Attachments:

“We Have a Housing Shortage”, Topeka Capital Journal, July 26, 2024

Implementation Matrix, pp. 105-107 of the 2020 Housing Study

IMPLEMENTATION MATRIX

Strategic Recommendations	Target Housing Demand Type			Resources and Partners	Implementation Timeframe			Neighborhood Cycle Applicability			
	Owner	Renter	Price Point (Affordable, Workforce, Moderate, Upscale)		Short-Term 1-3 years	Mid-Term 4-6 years	Long-Term 7+ years	Opportunity	Transitioning	Stable	Growing
Strategy 1: Improve the quality of the existing housing stock to provide non-subsidized affordable housing and stabilize neighborhoods											
Expand weatherization programs to help lower utility costs for low-income homeowners.	x	-	Affordable; Workforce	Housing Division, Utilities, Utility Companies, Community Partners	○	○	○				
Expand financial and technical assistance for home repair.	x	x	Affordable; Workforce	Community Housing Partners, Housing Division, Financial Institutions	○						
Consider a landlord licensing program to address landlords with persistent code violations and excessive evictions.	-	x	Affordable; Workforce; Moderate	Housing Division, Property Maintenance Development Services, Municipal Court, City Council		○					
Leverage historic districts and community anchors to identify targeted investment areas.	-		n/a	Planning, Kansas Historical Society, Developers, Other Community Partners		○					
Fund adequate staff to support consistent code enforcement.	-		n/a	City Council		○					
Strategy 2: Address abandoned and vacant properties											
Create a land bank to return vacant properties to productive use.	-		n/a	City Council, Legal Department, Planning, County, Non-Profit Partners	○						
Continue consistent code enforcement efforts.	-		n/a	Property Maintenance, Municipal Court, Landlords & Property Owners	○						
Expand the foreclosure and vacant property registry to support other initiatives.	-		n/a	City	○						
Adopt a “demolition as a last resort” policy to promote renovation and preservation.	-		n/a	Housing Division, Planning	○						

Strategic Recommendations	Target Housing Demand Type			Resources and Partners	Implementation Timeframe			Neighborhood Cycle Applicability			
	Owner	Renter	Price Point (Affordable, Workforce, Moderate, Upscale)		Short-Term 1-3 years	Mid-Term 4-6 years	Long-Term 7+ years	Opportunity	Transitioning	Stable	Growing
Strategy 3: Expand resource to encourage housing stability and support homeownership											
Expand financial assistance for low- and moderate-income homebuyers and homeowners.	x	-	Affordable; Workforce	Community Partners		o					
Support residents working toward homeownership with affordable rental opportunities.	-	x	Affordable; Workforce	Housing Division, Community Partners, THA, Developers		o					
Expand financial and technical assistance for rehabilitation.	x	-	Affordable; Workforce	Planning, Housing Division, City Council, THA, Community Partners	o						
Provide housing options that support aging in place.	x	x	All	Planning, Developers	o						
Expand supports to prevent and address eviction and homelessness.	x	x	Affordable; Workforce	Housing Division, Community Partners,		o					
Support a 2nd chance tenancy program	-		Affordable; Workforce	Community Partners, Municipal Court	o						
Strategy 4: Support development of a diverse mix of housing types											
Market housing needs and development opportunities to new developers.	-		n/a	Topeka Builder's Association, Planning, Greater Topeka Partnership, Community Partners	o	o					
Support a diverse range of infill housing typologies and price points.	x	x	all	Planning, Development Services, Developers	o	o	o				
Support market-rate housing Downtown to bolster economic development.	x	x	Workforce, Moderate, Upscale	Downtown Topeka, Inc., Planning, Greater Topeka Partnership, Developers	o	o	o				
Leverage ongoing or planned public investments.	x	x	all	Planning, Development Services, Public Works	o	o	o				

IMPLEMENTATION MATRIX (CONTINUED)

Strategic Recommendations	Target Housing Demand Type			Resources and Partners	Implementation Timeframe			Neighborhood Cycle Applicability			
	Owner	Renter	Price Point (Affordable, Workforce, Moderate, Upscale)		Short-Term 1-3 years	Mid-Term 4-6 years	Long-Term 7+ years	Opportunity	Transitioning	Stable	Growing
Strategy 5: Expand production of affordable housing to enhance economic mobility											
Identify locations for affordable housing with convenient access to employers and amenities.	x	x	Affordable; Workforce	Community Partners, Neighborhood Services, Planning, Developers		o					
Coordinate with employers to provide alternative transportation options.	-		all	Planning, TMTA, Greater Topeka Partnership, Employers			o				
Coordinate with employers, institutions, and social service agencies to provide support services.	-		Affordable; Workforce	Community Partners, Housing Division, Employers	o	o	o				
Leverage existing programs, such as the 4% LIHTCs, to produce more affordable housing.	x	x	Affordable; Workforce	Developers, Financial Institutions, Investors	o	o					
Strategy 6: Expand financial and organizational capacity											
Market Topeka, its housing options, and development opportunities.	-		n/a	Greater Topeka Partnership & GoTopeka, Topeka Builder's Association, Planning, Communications, Sunflower Association of Realtors	o	o					
Enhance the city's ability for strategic land control (not eminent domain).	-	x	all	Planning, City Council, Legal Department	o						
Target incentives to support quality housing development.	-		all	Planning, City Council, Community Partners, Developers	o	o	o				
Leverage city resources to create a more robust community development ecosystem.	-		n/a	Community Partners, Housing Division, Greater Topeka Partnership	o	o					

LOCAL

'We have a housing shortage': Topeka wages are static as rentals costs rise

Shanna Sloyer Special to The Capital-Journal

Published 4:04 a.m. CT July 26, 2024 | Updated 4:04 a.m. CT July 26, 2024

With the price of housing increasing at rates faster than wages can keep up, Topeka continues to face a city-wide affordable housing shortage.

The Topeka Citywide Housing Market Study, published in July 2020, was conducted to find long-term solutions to the city's lack of affordable housing. Four years later, Topeka still struggles to provide appropriate and affordable options for low-and-moderate income households.

The study found that 85% of potential home buyers didn't have enough savings for a down payment on a median-priced home in the capital city. Investors who took advantage of historically low interest rates bought up single-family homes and converted them into rental properties.

This practice drove up home prices, putting ownership out of reach for many Topeka residents, and especially for first-time buyers.

Demand for rental housings has led to shortage of safe options

"We definitely need more housing in Topeka. That's been an ongoing issue for quite some time," said Topeka Housing Authority CEO Trey George. "We have a housing shortage across all types of housing. There's a need for approximately 4,000 additional units for home ownership and rentals."

Renting has become the most viable option for many families due to the rising costs associated with owning a home. George said the need for rental housing is high, but the increased demand has caused a shortage of safe and affordable rental options in Topeka.

“We have a lot of rentals available, but not enough that are affordable and of quality,” he said. “Some of the homes available are not at acceptable levels for the programs we operate.”

Topeka Housing Authority’s mission is to connect low- and moderate-income residents with quality, affordable housing. The organization helps eligible individuals apply for rental assistance programs like Section 8. Under these programs, tenants contribute 30% of their monthly income to their rent and utilities, and the balance is covered by such federal agencies as the U.S. Department of Housing and Urban Development (HUD) or by a city’s local housing authority.

George said THA works with more than 400 property owners across the city to offer a variety of property sizes and types.

“We have a pretty good stock,” he said, “but we need more.”

The definition of affordable housing is generally accepted to mean that an individual or family spends no more than one-third of their monthly budget on housing and utility costs. The median income in Topeka in 2020 was \$50,066. An individual or family with this income would need to have a mortgage less than \$227,000 or pay no more than \$1,250 in rent and utilities each month to avoid being house or rent burdened.

Wages have remained static as rental costs have increased

At the time of the market study, George said a decent two-bedroom market-rate apartment in Topeka was going for \$785 per month. The study found that a renter in 2020 needed to make a minimum wage of at least \$16 per hour to afford a quality apartment this size.

Rental rates over the past four years have only continued to grow, while wages have remained static. George estimates that rent for the same two-bedroom apartment would be closer to \$900 today. Many property owners won’t offer a lease until a renter can show that they have a monthly income at least three times the cost of rent.

As a result, more Topeka residents than ever are being priced out of safe, affordable housing options.

“We have a fairly high poverty rate in Topeka, and we have older housing stock that hasn’t been maintained well,” said George.

Twenty-five percent of households in Topeka have an annual income of less than \$25,000, making market rate rentals unaffordable for a quarter of the city's population. Those households require rental costs less than \$625 per month, including utilities, to meet the definition of affordable.

Low-income households are often forced to choose between spending a significant amount of their monthly income on housing or residing in substandard or unsafe conditions.

In Topeka, 47% of renters are rent-burdened by what they pay in housing costs, leaving them less income for basic needs, and making it difficult to save up for better housing in the future. The study acknowledged that without additional affordable housing options, this cycle will continue.

To complicate matters, the majority of rental properties in Topeka were built before 1970. In 2020, the city had an inventory of 10,400 multi-family rental units, but fewer than 100 of them were less than 10 years old.

Cost of materials has quadrupled in the past four years

And while many Topeka neighborhoods have vacant lots that could be developed or existing properties that could be redeveloped, the cost of new builds comes with a price.

George said there is a correlation between quality of housing and rental prices. Properties built after the turn of the century have rents 20% higher than the city-wide average for comparable units, putting the price to rent newer builds out of reach for many low-income households.

This is largely due to costs surrounding new construction projects. Even when a developer wants to keep rent prices affordable, they are unable to do so because they need an income to recoup the loans taken out to develop the property.

“The cost of materials has gone up fourfold in four years,” said George. “An HVAC system that used to cost \$3,000 to \$4,000 in 2020 now runs between \$8,000 and \$12,000 installed.”

Another challenge associated with constructing new affordable housing is that new builds cause property taxes to go up, which in turn increases the cost of insuring them.

“Growth in our city is wonderful because it funds police and schools and roads, but it also drives up prices. Property taxes go up and insurance goes up. You have to have rent to support the debt you’re taking on to support the project,” said George. “Anything you can do to drive down operating expenses of a property is helpful in keeping rentals affordable. Tax credit programs are the most viable way to build.”

The Low-Income Housing Tax Credit (LIHTC) is a federal program by which Kansas receives an allocation of housing tax credits based on the state’s population. Credits are distributed to property investors for the purpose of developing affordable housing. Investors benefit by using the tax credits to offset their tax liability, and LIHTC provides an incentive for private developers to build housing that would otherwise fail to generate enough profit to support the investment required to build it.

“LIHTC provides us 80% of the cost to build a development, and then we come up with private funds or loans to make up the rest,” said George.

Additional revenue sources needed to meet affordable housing demand

Rental units built through the LIHTC program are leased at below-market rental prices. They are not rent-subsidized like public housing or Section 8 housing. LIHTC helps families who are rent burdened by high market rates, but who make too much money to qualify for rental assistance programs.

George said LIHTC is a very competitive program, with states vying for the available tax credits. The government has five times the applications than they do funds to allocate, and since Kansas has not grown as quickly as others, the state doesn’t receive as many tax credits.

“There’s not a lot of new development happening,” said George. “We do develop affordable housing through the low-income tax credit program, but there aren’t enough credits available.”

The Topeka Citywide Housing Market Study noted that Topeka had 4,820 affordable rental units in 2020. Three thousand were part of LIHTC initiatives, 745 were public housing units, and the remainder were supported by Section 8 vouchers or other rental assistance programs.

Stakeholders, including George, seem to agree that meeting the growing demand for affordable housing in Topeka is going to require additional sources of revenue.

“If more funds were available to develop affordable housing, the want is there,” he said. “We have a number of good organizations in Topeka that work on housing on a daily basis, but there has to be another reliable funding stream to address the housing challenges.”

Housing trust fund idea has stalled because it would require tax increase

Solutions have centered around partnerships between for-profit and affordable housing developers like THA, as well as the creation of affordable housing trust funds.

Trust funds would provide a revenue stream paid for by the public that could be used to develop affordable housing communities. George said this idea has stalled because it would require a tax increase and due to the current cost of development.

“Money from a trust fund would be spent quickly on one or two projects,” said George. “Without a way to continually replenish funds, it would be a one-time solution.”

For now, THA relies on the generosity of area property owners who recognize the importance of the organization’s mission.

“We’ve got some really amazing landlords who have kept market rates level because they think what they’re doing is important,” said George. “It really warms my heart.”



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Rhiannon Friedman, **DOCUMENT #:**
Planning and
Development Director
SECOND PARTY/SUBJECT: Councilmember, **PROJECT #:**
Spencer Duncan
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 002 Administration
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 10-01-24. **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Councilmember Spencer Duncan concerning the land bank administration of property, amending Section 6 of Ordinance No. 20426, to be codified at TMC 2.260.060. (*The Policy and Finance Committee recommended approval on August 15, 2024.*)

Voting Requirement: Action requires five (5) votes of the City Council. The Mayor does not vote. The proposed ordinance involves a matter of home rule on which the Mayor has veto authority.

(*Approval of the proposed ordinance would allow for transfer of property to be utilized as a rental property not exclusively homeownership.*)

VOTING REQUIREMENTS:

Action requires five (5) votes of the City Council. The Mayor does not vote. The proposed ordinance involves a matter of home rule on which the Mayor has veto authority.

POLICY ISSUE:

Whether to allow the transfer of property to be utilized as a rental property not exclusively homeownership as it currently stands today.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

The Governing Body approved Ordinance No. 20426 on May 16, 2023, establishing the City of Topeka Land Bank. The land bank shall serve the public purpose of providing for the orderly, planned and reutilization of abandoned, tax-foreclosed or otherwise underutilized properties.

The proposed amendment to Section 6(d) of Ordinance No. 20426 concerns to the Administration of property, striking the language, "except that the Board shall not transfer any property to be utilized as rental property." The Policy and Finance Committee recommended approval on August 15, 2024.

BUDGETARY IMPACT:

Not Applicable

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Proposed Land Bank Ordinance

Policy and Finance Committee Referral Sheet (August 15, 2024)

Policy and Finance Committee Meeting Minutes Excerpt (August 15, 2024)

Ordinance No. 20426 (May 16, 2023)

1
2 (Published in the Topeka Metro News _____)
3

4 ORDINANCE NO. _____
5

6 AN ORDINANCE introduced by Councilmember Spencer Duncan concerning the
7 land bank administration of property, amending Section 6 of
8 Ordinance 20426, to be codified at TMC 2.260.060.
9

10 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:
11

12 Section 1. That Section 6 of Ordinance No. 20426, to be codified at TMC
13 2.260.060, Administration of Property, of The Code of the City of Topeka, Kansas is
14 hereby amended to read as follows:

15 **Administration of property.**

16 Pursuant to K.S.A. 12-5907 and amendments thereto, the Board shall assume
17 possession and control of any property acquired by it and shall hold and administer
18 such property. In the administration of property, the Board shall:

19 (a) Manage, maintain and protect or temporarily use for a public
20 purpose such property in the manner the Board deems appropriate;

21 (b) Compile and maintain a written inventory of such property;

22 (c) Study, analyze and evaluate potential, present and future uses for
23 such property which would provide for its effective reutilization;

24 (d) Plan for and use the Board's best efforts to consummate a sale or
25 other disposition of Bank property upon such terms and conditions deemed
26 appropriate; ~~except that the Board shall not transfer any property to be utilized as~~
27 ~~rental property;~~ and

28 (e) Sell property acquired by the Bank upon such terms and conditions
29 allowed by K.S.A. 12-5908 and amendments thereto.

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

**Name of
Committee:**

Policy & Finance

Title:

Ordinance: Land Bank Administration of Property
Amendment (TMC 2.260.060)

**Date referred
from Council
meeting:**

**Date referred
from
Committee:**

August 15, 2024

**Committee
Action:**

MOTION: Committee member Duncan made a motion to approve and get on the Governing Body agenda to amend the ordinance language for the Land Bank. Committee member Miller seconded. Approved 3-0-0.

Comments:

**Members of
Committee:**

Councilmembers Spencer Duncan (Chair), Marcus Miller,
Michelle Hoferer

**Agenda Date
Requested:**

October 1, 2024



CITY OF TOPEKA

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

Tonya Bailey, Sr Executive Assistant
Tara Jefferies, Sr Executive Assistant
E-mail: councilassist@topeka.org
www.topeka.org

EXCERPT

HOLLIDAY 1st FLOOR CONFERENCE ROOM, Topeka, Kansas, Thursday, August 15, 2024. The Policy & Finance Committee members met at 1:00 P.M., with the following Committee members present: Duncan (Chair), Marcus Miller, Michelle Hoferer.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL by the Committee to allow staff to draft a proposal to move before the Governing Body for consideration of the Land Bank Ordinance.

LAND BANK ORDINANCE

Rhiannon Friedman, Planning Director, stated that the suggestion is to have an amendment to the current ordinance. It would allow the language to transfer property utilized as rental property; instead of only land ownership.

Chairman Duncan provided history of the Land Bank ordinance as it was originally written. He passed on that vacant lots are ideal to provide a multi-unit for-profit development. The Land Bank program will continue to have the authority to follow the rules with having good standing landlords with also owning the land for a minimum of five years.

Committee member Miller asked if there is a clear criteria for any denials of the program. Spencer Duncan replied that there is a clear list of requirements that applicants must have.

Councilmember Banks asked how many properties are in Landbank. Duncan stated there are five; they are vacant lots that the City of Topeka owned. He is looking to expand to ten to twelve.

MOTION: Committee member Duncan made a motion to approve and get on the Governing Body agenda to amend the ordinance language for the Land Bank. Committee member Miller seconded. Approved 3-0-0.

1 (Published in the Topeka Metro News May 22, 2023)

2
3 **ORDINANCE NO. 20426**

4
5 AN ORDINANCE introduced by Councilmember Spencer Duncan establishing a land
6 bank and creating new Chapter 2.260 in the Topeka Municipal
7 Code.

8
9 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

10
11 Section 1. That the Code of the City of Topeka, Kansas, is hereby amended
12 by adding a section to be numbered 2.260.010, which said section reads as follows:

13 **Establishment and purpose.**

14 The governing body of the city, by the power vested in it by K.S.A. 12-5901 et
15 seq., hereby establishes the City of Topeka Land Bank. The land bank shall serve the
16 public purpose of providing for the orderly, planned and reutilization of abandoned, tax-
17 foreclosed or otherwise underutilized properties.

18 Section 2. That the Code of the City of Topeka, Kansas, is hereby amended
19 by adding a section to be numbered 2.260.020, which said section reads as follows:

20 **Definitions.**

21 For the purpose of this chapter, the words set out in this section shall have the
22 following meanings:

23 Board means the board of trustees of the land bank established pursuant to this
24 chapter.

25 Bank means the land bank established pursuant to this chapter.

26 City means the City of Topeka, Kansas.

27 Governing Body means the governing body of the City.

28 Land Bank Act means K.S.A. 12-5901 et seq. and amendments thereto.

29 Section 3. That the Code of the City of Topeka, Kansas, is hereby amended
30 by adding a section to be numbered 2.260.030, which said section reads as follows:

31 **Board of trustees; appointment, terms.**

32 (a) The Board shall consist of five members who reside within the boundaries of
33 the City or Shawnee County. One member shall be a member of a neighborhood
34 improvement association established pursuant to TMC 2.25.050; one member shall be
35 an employee of the City designated by the city manager; and one member shall be a
36 City Council member.

37 (b) Board members shall be appointed by the Mayor and approved by the City
38 Council. Board members' terms shall commence upon approval of the appointment by
39 the City Council and terminate on the earlier of (1) December 31, 2026; or (2) on the
40 date the Bank is dissolved, by ordinance, pursuant to K.S.A. 12-5902(d) and
41 amendments thereto.

42 Section 4. That the Code of the City of Topeka, Kansas, is hereby amended
43 by adding a section to be numbered 2.260.040, which said section reads as follows:

44 **Staff and operations.**

45 (a) Staff. The city manager may allocate such staff as is necessary for the
46 performance of the functions and purposes of the Bank. Additional support may be
47 contracted, as necessary.

48 (b) Operating funds. The city manager may utilize City operating funds
49 allocated by the Governing Body to pay the expenses of the Board and the Bank.

50 (c) Operations. The duties of the Bank shall include, but are not limited to, the
51 following:

52 (1) Establish annual budgets for submission to and approval by the
53 Governing Body. The budget must be submitted to the Governing Body prior to
54 June 1 of each year and include, at a minimum, the amounts designated for
55 staffing, land acquisition, demolition, renovation, maintenance, upkeep and new
56 construction development.

57 (2) Provide an annual report to the Governing Body on or before
58 January 31 of each year, in accordance with K.S.A. 12-5903(f) and amendments
59 thereto.

60 (3) Comply with the Topeka Land Bank Administrative Policy
61 Guidelines approved by the Governing Body.

62 (4) Perform and do all things and acts necessary to carry out the
63 statutory purposes of the Land Bank Act.

64 (d) Audits. As required by K.S.A. 12-5903 and amendments thereto, the
65 receipts and disbursements of the Board shall be audited yearly by a certified or
66 licensed public accountant and the audit report shall be included in the annual report of
67 the Board.

68 Section 5. That the Code of the City of Topeka, Kansas, is hereby amended
69 by adding a section to be numbered 2.260.050, which said section reads as follows:

70 **Property available for inclusion.**

71 (a) Property available for inclusion in the Bank shall include, but not be
72 limited to:

73 (1) Property currently held in the name of the City;

74 (2) Property donated by other governmental entities;

75 (3) Property purchased by the Board to complement properties in the
76 Bank; and

77 (4) Property offered to and accepted by the Board.

78 (b) Pursuant to K.S.A. 12-5906 and amendments thereto, any property
79 acquired by the City may be transferred to the Bank. The Board may accept or refuse
80 to accept any property. The transfer of any property pursuant to this section shall not
81 be subject to any bidding requirement and shall be exempt from any provision of law
82 requiring a public sale.

83 (c) The fee simple title to any real estate that is sold to Shawnee County in
84 accordance with K.S.A. 79-2803 and 79-2804 and amendments thereto, if accepted by
85 the Board, may be transferred to the Bank by a good and sufficient deed by the County
86 Clerk upon a written order from the Board of County Commissioners.

87 Section 6. That the Code of the City of Topeka, Kansas, is hereby amended
88 by adding a section to be numbered 2.260.060, which said section reads as follows:

89 **Administration of property.**

90 Pursuant to K.S.A. 12-5907 and amendments thereto, the Board shall assume
91 possession and control of any property acquired by it and shall hold and administer
92 such property. In the administration of property, the Board shall:

93 (a) Manage, maintain and protect or temporarily use for a public
94 purpose such property in the manner the Board deems appropriate;

95 (b) Compile and maintain a written inventory of such property;

96 (c) Study, analyze and evaluate potential, present and future uses for
97 such property which would provide for its effective reutilization;

98 (d) Plan for and use the Board's best efforts to consummate a sale or
99 other disposition of Bank property upon such terms and conditions deemed
100 appropriate, except that the Board shall not transfer any property to be utilized as
101 rental property; and

102 (e) Sell property acquired by the Bank upon such terms and conditions
103 allowed by K.S.A. 12-5908 and amendments thereto.

104 Section 7. That the Code of the City of Topeka, Kansas, is hereby amended by
105 adding a section to be numbered 2.260.070, which said section reads as follows:

106 The City Manager shall have authority to veto any recommendations of the Board
107 as it relates to purchases, acquisitions, sales and transfers of property.

108 Section 8. This ordinance shall take effect and be in force on ~~May~~ July 1, 2023
109 after its passage, approval and publication in the official City newspaper. Pursuant to
110 K.S.A. 12-5902(d), the Bank will be dissolved on December 31, 2026; or by ordinance
111 prior to December 31, 2026.

112 Section 9. All ordinances, resolutions or rules, or portions thereof, inconsistent
113 with the provisions of this ordinance are hereby rescinded or repealed.

114 Section 10. Should any section, clause or phrase of this ordinance be declared
115 invalid by a court of competent jurisdiction, the same shall not affect the validity of this
116 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

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PASSED AND APPROVED by the Governing Body May 16, 2023.



CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Randy Phillips, Topeka Fire Chief
DOCUMENT #:
SECOND PARTY/SUBJECT: International Association of Fire Fighters (IAFF) 2025-2027
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a three-year labor agreement between the City of Topeka and the International Association of Fire Fighters (IAFF) Local Union No. 83.

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

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of the agreement is 2025 through 2027.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Pursuant to Topeka Municipal Code Section 2.115.020(a) approval of employee agreements between the city and a recognized employee organization is approved by the governing body and signed by the city manager.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the labor agreement.

BACKGROUND:

Current contract expires December 31, 2024. Union and Management reached tentative agreement for 2025-

2027 and the Union has ratified the contract.

BUDGETARY IMPACT:

Categories	2025	2026	2027
Total Employee Cost and Add Pays	\$25,255,698	\$26,908,306	\$28,541,177
Difference from Previous Year	-	\$1,652,608	\$1,632,871
Mill Levy Equivalent	-	1.148	1.135

SOURCE OF FUNDING:

Fire Department Operational Budget (General Fund)

ATTACHMENTS:

Description

IAFF 2025-2027 FINAL Contract

IAFF 2025-2027 Contract (Redlined Version)

IAFF Finance Memo

Summary of 2025-2027 IAFF Contract Changes

Letter of Understanding Contract Exhibit

CITY OF TOPEKA

Contract No. _____

Agreement between

City of Topeka

and

International Association of Firefighters
Local 83

January 2025 – December 2027



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**AGREEMENT BETWEEN CITY OF TOPEKA
AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 83
PREAMBLE**

This AGREEMENT is entered into by and between the City of Topeka, Kansas, hereinafter referred to as the Employer, City, or Management, and Local 83 of the International Association of Firefighters, hereinafter referred to as the Union.

The parties agree that there shall be no discrimination because of race, disability, creed, gender, sexual orientation, familial status, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

ARTICLE 1

RECOGNITION

The City of Topeka, Kansas recognizes IAFF Local 83 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide Civil Service City Firefighters and EMS personnel specifically in the following classifications and designated as 24-hour or 8-hour bargaining unit members:

Captain (24-hour)	Firefighter Second Class (24-hour)
Lieutenant (24-hour)	Training Officer I, II, and III (8 hour)
Apparatus Operator (24-hour)	Inspector I, II and III (8-hour)
Advanced Firefighters (24-hour)	Investigator I, II and III (24-hour)
Firefighter First Class (24-hour)	Public Education Officer I, II and III (8-hour)
Firefighter Third Class (24-hour)	Communications Officer I, II and III (8-hour)

The City agrees to meet and confer with the duly authorized representatives of the bargaining unit concerning matters affecting working conditions and/or grievances of members; and to inform the Union of the new classifications and duties relating thereto, in the bona fide fire service which would be under the Civil Service system, at least thirty (30) calendar days in advance of implementing the new classification. The City further agrees to meet and confer with the Union regarding terms and conditions of employment of any new classification within the bargaining unit.

ARTICLE 2

CHECKOFF

The Employer agrees to deduct the IAFF Local Union membership initiation fees, assessments, dues and/or representation fees once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be delivered and received by the City no later than thirty (30) days prior to the day that said deduction is to be made. The amounts to be deducted shall be certified to the Employer by the official treasurer of the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement, at least once each month no later than ten (10) calendar days from the day said deductions are made, to the official treasurer of the Union. An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld.

The City shall retain a fee of six cents (\$.06) per deduction from the aggregate of the deductions of all employees and/or employees' monies turned over to the treasurer of the Union.

It is further agreed between the parties that the City shall be entitled to retain sixty cents (\$.60) per change in deductions for any single employee's deduction. It is further agreed between the parties that the words "per change in deductions" shall mean only changes in the amount deducted for membership initiation fees, assessments, dues and/or representation fees, or additions to or deletions from payroll deduction for Union purposes.

The above shall not limit the right of any employee who after ninety (90) days from

the date of his/her initial authorization to the Fire Chief, or his/her designee, directing a written request to the Fire Chief, or his/her designee, and Union President stating he/she no longer desires deductions for Union membership initiation fees, assessments, monthly dues and/or representation fees, from having his/her name struck from the list of employees authorizing deductions from their pay.

The Union agrees the Fire Chief, or his/her designee, may post, at any time, a notice on any and all Department bulletin boards, or by any other method the Department may choose, the procedures each employee may follow for instating/canceling his/her deduction for Union dues from his/her pay.

In the event no wages are left in any pay period to meet the Union deduction, the City is not responsible for the deduction of dues. If an employee is on leave without pay for any reason, the City is not responsible for Union dues deductions.

The Union will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with the above provisions.

In the event that any legal action is incurred by the Union because of this provision, the Union shall be allowed to employ their own attorney.

ARTICLE 3

UNION BUSINESS

Section 1. Activities. Authorized, official Union business agents who are not current City employees, not to exceed two (2) at any one time at any one facility, shall have access to the City facilities during working hours to investigate matters directly relating to the administration of this Agreement. However, such individuals shall notify the Fire Chief, or in his/her absence a Deputy Chief, before entering City facilities. It is understood that there will be no interruption or interference with the City's operations and that the visiting agent(s) shall adhere to all City safety and security procedures.

The Union Executive Committee may conduct Union business during on-duty hours and/or on City property provided that the business does not interfere, impede or disrupt assigned duties of the Fire Department per determination of the Fire Chief, or his/her designee. Further, Union business conducted as stated above, shall not cause additional costs or otherwise distract from any employee's work.

Requests to conduct Union business on City property must be made and must receive prior approval of the Fire Chief, or his/her designee, at least twenty-four (24) hours in advance of any intended meeting, unless specifically authorized by the Fire Chief, or his/her designee.

Furthermore, Union meeting space shall be provided for regularly scheduled Union meetings on the first Monday and Tuesday of each month in the basement of the administration building providing that:

The meeting space is cleaned up by the Union immediately after its use; the Union shall be responsible for the security of the building; and any damages which may occur

as a result of Union use of City facilities shall be reimbursed to the City by the Union following a joint investigation of the matter by the Fire Chief, or his/her designee, and Union President.

Section 2. Aid to Other Unions. The City shall not aid, promote, finance or otherwise support any recognized labor group or organization which purports to engage in or make any agreement with any such labor group for the purpose of decertifying or replacing Local 83.

Section 3. Bulletin Boards. The City shall furnish space for the Union on available bulletin boards, not to exceed one-half (1/2) of the total area of the board. Bulletin boards shall be used by the Union for the following notices:

- Recreational and social affairs of the Union
- Union meetings
- Union elections
- Reports of policies of the International Union
- Reports of the Union
- Newsletters

Notices and announcements shall not contain any discriminatory, sexual, or libelous statements, materials or endorsements of political candidates.

Notices may be posted during normal working hours, providing a copy is made available to the Fire Chief, or his/her designee.

All posted materials shall be signed by the President of the Union or his/her designated representative. Any violation of this article shall entitle the City to remove that notice and/or announcement from the bulletin boards.

Section 4. Copy Machine Use. The City shall allow the Union's Executive Board to use the copy machine located in the administration office, provided that:

- A. The work area is left clean and orderly;
- B. The Union reimburses the City three cents (\$.03) (including paper) for every copy run;
- C. The running of copies does not impede or interfere with normal work activities of Fire Department personnel; and
- D. Use shall be limited to running copies of official Union business notices and related material and shall not be utilized for bulk copying which can cause excessive wear and tear of the copier.

The City shall keep accurate records of the number of copies run per month, and the Union shall reimburse the City for the copies at least quarterly or as may be required by the Fire Chief, or his/her designee.

Further, the Union shall advise the City of supplies needed to operate the copier and of any breakdowns or malfunctions of the copier while in use by the Union.

Section 5. Leave for Union Officials for Union Business. Members of the Union's Executive Board, or the Union's designees, shall be allowed paid leave, which shall not be deducted from the employee's accrued leaves, to attend the following Union functions:

- KANSAS STATE FIREFIGHTERS ASSOCIATION
 - 6 (six) Local 83 Bargaining Unit Members
- KANSAS STATE COUNCIL OF FIREFIGHTERS
 - 4 (four) Local 83 Bargaining Unit Members
- IAFF BI-ANNUAL CONVENTION
 - 4 (four) Local 83 Bargaining Unit Members
- IAFF 2nd District Caucus
 - 4 (four) Local 83 Bargaining Unit Members

There shall be a minimum of two (2) seminars per year, provided that staffing levels are not unreasonably and unduly affected as provided in this agreement. Additional

seminars may be approved by the Fire Chief, or his/her designee. Paid leave will be granted to attend these seminars and will not be deducted from the individuals leave accruals.

Further, the Fire Chief, or his/her designee, shall allow Executive Board members time off for regular and special meetings called by the Union President pursuant to Union bylaws.

Requests for time off under this provision must be submitted in writing to the Fire Chief, or his/her designee, at least two (2) calendar weeks in advance of the requested time off unless approved by the Fire Chief, or his/her designee, and must include literature indicating the times and dates of the Union function and/or seminar. Commencing January 1, 2011 a Union representative of the Safety and Spec committees will be granted time off with pay and shall have all their expenses paid by the City to attend the bi-annual Redmond symposium. All appropriate documentation will be filed as described in Article 16, Section 4, Paragraph B.

Section 6. Mail. Union related mail shall be distributed through the regular Fire Department interoffice mail by Fire Department personnel, provided the deliveries do not necessitate special or extra trips.

Section 7. Negotiating Meetings. A maximum of six (6) on-duty members of the Local 83 negotiating team shall be granted time off with pay to attend meetings which are mutually set by the Employer and the Union, provided an employee's attendance does not unreasonably and unduly affect staffing levels specified in this Agreement. Such employer/employee meetings shall not be charged against any attending employee's leave time. Additional time off with pay shall be granted by the Fire Chief, or his/her

designee, to members of the Local 83 negotiating team for discussing the results of meetings or to prepare meetings at his/her discretion following a request by the Union's chief negotiator.

Section 8. Office Space. The Employer agrees to provide office space at No.3 Fire Station, 318 Jefferson, for Local 83. The Employer agrees to allow use of City utilities for the office space, provided that the Union practice conservatism in the use of any utilities and continued cleanliness of the area as may be required by the Fire Chief, or his/her designee.

Any repairs or maintenance of the office space desired by the Union shall be the sole responsibility of the Union.

Section 9. Witnesses for Disciplinary Proceedings. Employees shall, on request of the employee, have the right to have a Union witness present during any interrogation by management for which the employee might reasonably believe that disciplinary action will result from facts stated during the interrogation.

Employees shall have the right to have a Union witness present if a bargaining unit member is to receive a formal adverse action which is intended to be a part of the employee's official personnel record. Employees shall be advised of their right to a Union witness by the supervisor taking the action.

This Section shall not apply to minor infractions such as uniform violations or personal appearance problems where immediate correction is warranted, provided no reference of these actions are made a part of the employee's personnel record.

An action shall be administered as promptly as possible and union witnessing shall be limited to the most readily available individual who may be the member's assigned

steward, a member of the Executive Board, or another bargaining unit member at the discretion of the individual receiving the action.

Individual employees shall not be compelled to have a Union witness present, and a Union witness shall not actively participate in the administration of an adverse action.

Section 10. President's Time Off. The Union President and the Executive Board shall be allowed paid leave, which will not be deducted from leave accruals, to participate in additional Union functions and/or community services, as determined by the Union President, not listed in the above sections of this article, not to exceed 240 (two hundred and forty) hours annually. Such time off shall be approved by the Fire Chief, or his/her designee, provided that staffing levels are not unreasonably or unduly affected as provided in this agreement.

Additional hours beyond the 240 may be granted to the Union President with the approval of the Fire Chief or his/her designee. The remainder of the Executive Board members will be allowed 120 (one hundred twenty) hours to perform similar functions or fill-in for the President as determined by the President and approved by the Fire Chief.

The hours provided in this section shall count as hours worked for the purpose of computation of maximum hours per work cycle as provided for in Article 4 of the Agreement.

ARTICLE 4

HOURS OF WORK

Section 1. Hours Defined. For the duration of this agreement, subject to change in future agreements, bargaining unit members assigned to twenty-four (24) hour shifts, as identified in Article 1, shall work maximum hours during work cycles as defined in Section 2 of this article.

Members shall receive their regular hourly rate of pay plus compensation of one-half (1/2) additional hourly rate of pay for each hour worked in excess of the hours per cycle in Section 2 of this article.

All twenty-four (24) hour bargaining unit members shall work a twenty-four (24) hour shift commencing at 0700 and ending at 0700 the following day. There shall be three (3) shifts to accomplish this schedule and they shall make rotation as follows: ABC BCA CAB.

All eight (8) hour bargaining unit members, as identified in Article 1, shall work a forty (40) hour week exclusive of lunch breaks, whose hours will be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch break except as may be arranged with the appropriate member of management.

Personnel approved for Light Duty assignment may be scheduled 8:00 a.m. to 5:00 p.m. at management's discretion.

By mutual agreement between Specialty personnel and management, different work times and flexible work schedules (flex time) may be arranged.

Section 2. Work Cycles.

KELLY DAY	PERIOD		CYCLE DURATION	MAXIMUM HOURS	KELLY DAY HOURS
	Start Date	End Date			
1	02/09/25	03/07/25	27 DAYS	204 HRS	24 HRS
	03/08/25	04/03/25	27 DAYS	204 HRS	
2	04/04/25	04/30/25	27 DAYS	204 HRS	24 HRS
	05/01/25	05/27/25	27 DAYS	204 HRS	
3	05/28/25	06/23/25	27 DAYS	204 HRS	24 HRS
	06/24/25	07/20/25	27 DAYS	204 HRS	
4	07/21/25	08/16/25	27 DAYS	204 HRS	24 HRS
	08/17/25	09/12/25	27 DAYS	204 HRS	
5	09/13/25	10/09/25	27 DAYS	204 HRS	24 HRS
	10/10/25	11/05/25	27 DAYS	204 HRS	
6	11/06/25	12/02/25	27 DAYS	204 HRS	24 HRS
	12/03/25	12/29/25	27 DAYS	204 HRS	
7	12/30/25	01/25/26	27 DAYS	204 HRS	24 HRS
	01/26/26	02/21/26	27 DAYS	204 HRS	
8	02/22/26	03/20/26	27 DAYS	204 HRS	24 HRS
	03/21/26	04/16/26	27 DAYS	204 HRS	
9	04/17/26	05/13/26	27 DAYS	204 HRS	24 HRS
	05/14/26	06/09/26	27 DAYS	204 HRS	
10	06/10/26	07/06/26	27 DAYS	204 HRS	24 HRS
	07/07/26	08/02/26	27 DAYS	204 HRS	
11	08/03/26	08/29/26	27 DAYS	204 HRS	24 HRS
	08/30/26	09/25/26	27 DAYS	204 HRS	
12	09/26/26	10/22/26	27 DAYS	204 HRS	24 HRS
	10/23/26	11/18/26	27 DAYS	204 HRS	
13	11/19/26	12/15/26	27 DAYS	204 HRS	24 HRS
	12/16/26	01/11/27	27 DAYS	204 HRS	
14	01/12/27	02/07/27	27 DAYS	204 HRS	24 HRS
	02/08/27	03/06/27	27 DAYS	204 HRS	
15	03/07/27	04/02/27	27 DAYS	204 HRS	24 HRS
	04/03/27	04/29/27	27 DAYS	204 HRS	
16	04/30/27	05/26/27	27 DAYS	204 HRS	24 HRS
	05/27/27	06/22/27	27 DAYS	204 HRS	
17	06/23/27	07/19/27	27 DAYS	204 HRS	24 HRS
	07/20/27	08/15/27	27 DAYS	204 HRS	
18	08/16/27	09/11/27	27 DAYS	204 HRS	24 HRS
	09/12/27	10/08/27	27 DAYS	204 HRS	
19	10/09/27	11/04/27	27 DAYS	204 HRS	24 HRS
	11/05/27	12/01/27	27 DAYS	204 HRS	
20	12/02/27	12/28/27	27 DAYS	204 HRS	24 HRS
	12/29/27	01/24/28	27 DAYS	204 HRS	

Kelly days will be available at a rate as provided above and shall be taken in full within the period which they are available.

If any member has not taken his/her Kelly Day within the work cycle(s) they are available, that Kelly Day shall be lost.

Kelly Days shall be chosen in accordance with Article 6, Section 6 of this agreement.

Section 3. Computation of Maximum Hours Per Work Cycle. Time paid for but not worked is not considered compensable time for purposes of determining overtime eligibility. Thus, any leave time taken during a work cycle (as defined in Section 2 above) will reduce or eliminate the scheduled overtime that would otherwise be earned during that period. Examples of such leave shall include, but not be limited to, vacation, sick leave, holiday-vacation, Kelly Day, emergency leave, special leave (for non-duty related reasons to be considered by management on an individual case basis, excluding special leave for union business as defined in Article 3 of this Agreement), military leave, or compensatory time.

ARTICLE 5

STATION AND WORK ASSIGNMENTS

Section 1. Station Transfers. Transfers between work stations shall not be performed in an arbitrary or capricious manner. Written requests for reasons for transfers shall be explained in writing by Management to each transferred party, prior to consummation of the transfer. Final decisions regarding transfers will rest with Management.

Transfers arranged between bargaining unit members must be requested in writing by both affected parties, in advance. Final approval on these transfers regarding time and acceptability will rest with Management.

Section 2. Specialty Assignments. Transfers between work assignments; i.e., Suppression to Specialty and vice versa, shall not be performed in an arbitrary or capricious manner.

A. Notification. Transfer opportunities from Suppression to Specialty shall be posted at least ten (10) calendar days in advance of selection for transfer. Announcement of actual transfers within Suppression shall be, whenever possible, a minimum of fourteen (14) calendar days prior to the effective date and posted in all stations and divisions.

B. Requirements and Preference. Bargaining unit members shall not be considered for specialty positions until they achieve the non-probationary rank of advanced firefighter. Bargaining unit members applying for a specialty position that have achieved the non-probationary rank of Lieutenant or above shall be given preference when candidates are qualified.

C. Procedure for Selection. Applications for specialty positions must be

submitted through the City's Internal Application Process. The selection process will be determined by the Fire Chief or designee and may include testing, evaluation, and interviews with management from the Topeka Fire Department and related service professionals with the final selection being made by the Fire Chief or designee.

D. Probation. The employee transferring to specialty from suppression shall serve a one (1) year probationary period prior to being eligible for promotion to the next specialty level, up to level III. The employee may be returned to their previously held suppression rank with a corresponding adjustment in base pay at any time during the Level I probationary period. Failure to meet the requirements to advance to the next specialty level may result in a transfer of the employee back to the last suppression rank held. Management may choose to extend the probationary period for up to one (1) additional year to allow the employee an opportunity to meet the requirements of advancement.

E. Advancement requirements. Bargaining unit members assigned to specialty positions levels I, II, and III, shall meet eligibility requirements in order to advance to the next specialty level.

(1) Advancement from I to II:

- Obtain or maintain certification license for the specialty position, as determined by the Fire Chief or designee that shall be provided to the employee at no cost during on-duty hours or paid off-duty status and that can be obtained within eighteen (18) months.
- Satisfactorily completed a one (1) year probationary period in Level I.

(2) Advancement from II to III:

- Obtain one or more advanced certifications, as determined by the Fire Chief or designee that shall be provided to the employee at no cost during on-duty hours or paid off-duty status and that can be obtained within eighteen (18) months.
- Satisfactorily completed a one (1) year probationary period in Level II.

F. If a Captain is selected to fill a specialty position, they may be placed as a Level III for purposes of pay, but shall be required to meet the other eligibility requirements.

Section 3. Specialty to Suppression Transfers.

A. Voluntary. Any member of a specialty unit voluntarily transferring to suppression will return to the last suppression rank held, provided that if the rank the employee's group is in at the time of return to suppression did not exist at the time of or during the employee's assignment in specialty, the employee will return to the rank his/her group now holds but only for salary purposes until the employee completes a qualifying period in suppression (before being given full authority and responsibility in the rank) as specified for promotional eligibility as follows: the employee must serve the months or years in suppression equal to the time spent in specialty, or a maximum of one (1) year in suppression equal to the time in specialty before full seniority and rank are restored

B. Involuntary. Bargaining unit members who are involuntarily transferred from specialty to suppression, and such involuntary transfer is not the result of disciplinary action or inability to perform the job to which the member is assigned, shall return to the last suppression rank held, provided that if the rank the employee's group holds at the time of return to suppression did not exist at the time of or during the employee's

assignments in specialty, the employee will return to the rank his/her group now holds but only for the purpose of title. His/her specialty rate of pay shall be frozen for a period not to exceed five (5) calendar years or until his/her salary falls in line with the established rate for the classification in suppression to which they are assigned}. If the employee's specialty position or job description significantly changes, as determined by Human Resources, (hours of work, job duties and responsibilities) and the employee elects to return to Suppression, the employee will continue to be paid his/her Specialty rate for a period of two (2) years. Following this, the employee's base pay shall be consistent with the rank being held or until such time that the employee completes a qualifying period in suppression (before being given full authority and responsibility in the rank) as specified for promotional eligibility as follows: the employee must serve the months or years in suppression equal to the time spent in specialty, or maximum of one (1) year, before full seniority and rank are restored.

C. Emergency Transfers. Emergency transfers shall be affected by Fire Department seniority as provided in Article 8, provided however that the Department reserves the right to determine which Specialty Division shall be utilized for such emergency transfers and the number of employees who shall be transferred from each Division.

Employees who have not completed their probationary periods in a Specialty Division may be selected for transfer without regard to seniority.

An employee transferred from Specialty to Suppression in emergency situations shall be assigned by the Fire Chief. Pay shall be continued at the Specialty salary rate.

Section 4. Major Transfers. The City agrees to make all major transfers by the

beginning of the first K-Day period of the year whenever possible.

Section 5. Shift Exchange. To the extent permitted by 29 U.S.C. §207(p)(3) and 29 CFR 553.31 and provided that there is no expense to the City of Topeka, other than Worker's Compensation or other benefits that the City would be obligated to pay in case of injury or death from a work related accident or illness, employees shall, with the prior approvals of the Company Officer, Battalion Chief, and Shift Commander, or above, have the right to exchange partial or full shifts when, in the opinion of management, the change does not interfere with the operation of the Fire Department. In the event of a bona fide emergency where an employee must immediately leave the workplace, the Company Officer may grant such permission to the employee to either use leave or exchange a shift, provided the Company Officer immediately notifies the Battalion Chief or Shift Commander by phone or radio of the change in personnel status. All time traded pursuant to a shift exchange must be paid back within a twelve (12) month period. Shift exchanges are allowed for a maximum of 288 hours per calendar year.

Leaves and/or actions shall apply to a substitute as if he/she were normally scheduled to work. In the event that an employee who is a Sub In utilizes sick leave during the scheduled Sub In time, he/she will be prohibited from exchanging time for a period of 6 months for the first occurrence. Any subsequent uses of sick leave by the same employee while in a Sub In status will result in he/she being prohibited from exchanging time for a period of 1 year. The Fire Chief, at his/her sole discretion, may waive the penalty stated above. A Sub Out is responsible for working their assigned shift or finding another Sub In if they have been notified at least fifteen (15) calendar days in advance that the Sub In is unavailable due to extended medical leave, unpaid leave or termination

of employment.

A Training Officer can exchange time with another Training Officer in accordance with this section with approval of the Fire Chief or designee.

An Investigator can exchange time with another Investigator in accordance with this section with approval of the Fire Chief or designee.

Section 6. Minimum Qualifications.

A. Employees are expected to maintain the minimum qualifications of the position and be qualified to perform their job duties.

B. The City agrees to provide training or the opportunity for training in achieving and maintaining certifications required to maintain minimum position qualifications. The City will make on duty training available for the minimum number of hours mandated by the state of Kansas for EMS recertification on an annual basis. The City will provide all mandatory recertification hours and will be responsible for all costs and/or fees associated with such recertification offered through the City. National certifications for Hazmat Tech and Structural Collapse, or any other certifications which qualify for additional pay, will not be subject to this section.

C. Specialty employees who fail to maintain certifications required to perform their job assignment may be returned to their previously held suppression rank at the currently applicable pay rate for such rank. Employees on long term sick, injury, or military leave will be provided adequate opportunity to obtain/restore certifications required for the position.

D. Employees who fail to maintain Kansas EMT-B certification will be terminated. Any employee hired after January 1, 2020, who possesses certification as a

Kansas Certified Paramedic ("Paramedic") and who is approved by Management to work as a Paramedic, or any employee who obtains paramedic certification after January 1, 2020, and who is approved by Management to work as a paramedic, shall be required to maintain certification. Any employee hired after January 1, 2022, who possesses certification as a Kansas Certified Advanced Emergency Technician ("AEMT") and who is approved by Management to work as an AEMT, or any employee who obtains AEMT certification after January 1, 2022, and who is approved by Management to work as an AEMT, shall be required to maintain certification.

E. Employees who lose driving privileges for more than sixty days or are convicted of a DUI offense may be subject to progressive discipline, up to and including immediate termination. "Convicted" for purposes of this section includes a "no contest" or "guilty" plea or a finding of guilty; conversely "convicted" shall not include a deferred prosecution or a successfully completed diversion.

F. An employee who fails, at any time during employment with the City, to satisfy insurability guidelines as set forth within the City Vehicle Policy shall not, under any circumstances, drive a city vehicle and may be subject to progressive discipline, up to and including immediate termination, unless such employee is reassigned pursuant to subsections (1) - (4) below. Inability to operate a city vehicle may also subject the employee to the following sanctions:

(1) If holding the position of Apparatus Operator, the employee may be reassigned to the position of Advanced Firefighter at the pay rate assigned to that position.

(2) If holding the position of Advanced Firefighter or a lower rank, the

employee may be terminated or may be reassigned to any lower-ranking position at the pay rate assigned to that position.

(3) If holding any specialty position, the employee may be reassigned to their previously held position. If such previous position was an Apparatus Operator or Advanced Firefighter, the provisions of subsections (1) and (2) above shall apply.

(4) An employee shall not be eligible for promotion until the employee is permitted to operate a city vehicle as established by insurability guidelines within the City Vehicle policy and the provisions of this section shall supersede any conflicting provisions within Article 23; provided however, that once the period of ineligibility expires, the employee shall be immediately returned to their prior rank for the purpose of compensation. The employee will be returned to their previous position at the earliest possible opportunity.

(5) An employee shall not be eligible for out-of-class assignment until the employee is able to operate a city vehicle as established by insurability guidelines within the City Vehicle policy.

(6) For purposes of this Article, any bargaining unit member reassigned herein shall be allowed to test for all promotions. Bargaining unit members on a promotions list at the time they lose eligibility under the City's vehicle policy shall, upon gaining eligibility, be returned to their previously held position on the promotions list.

(7) Driving and related insurability matters not expressly covered by this agreement shall be addressed in accordance with the current City Vehicle Policy.

Section 7. Mileage Reimbursement. Use of an employee's private vehicle for the performance of official duties shall be approved by the Fire Chief or designee. The reimbursement for use of a private vehicle shall be the current IRS mileage reimbursement rate, not less than forty cents (\$.40) per mile. Requests for reimbursement shall be submitted on the form(s) provided by management, including mileage log. Requests for reimbursement shall be submitted by the 15th day following the end of the previous quarter. Failure to do so may result in the reimbursement request not being considered.

Due dates are as follows:

For the period	Jan – Mar:	Apr 15 th
	Apr – Jun:	Jul 15 th
	Jul – Sep:	Oct 15 th
	Oct – Dec:	Jan 15 th

ARTICLE 6

VACATION

Section 1. Definitions. A four (4) hour vacation shall be any consecutive four (4) hour period except that a four (4) hour vacation must fall within the hours of 0700 to 2300 hours.

One half (1/2) day vacation shall be a twelve (12) hour scheduled working period from either 0700 hours to 1900 hours or 1900 to 0700 hours.

One (1) day vacation shall be a twenty-four (24) hour scheduled working period from 0700 to 0700 hours.

One (1) week vacation shall be three (3) consecutive twenty-four (24) hour scheduled working periods.

Kelly Day shall be a scheduled working period as provided for in Article IV, Section 2 of this Agreement.

Section 2. 24-Hour Employee Accumulations.

Twenty-four (24) hour bargaining unit employees shall earn vacation by pay period according to the following:

A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation per pay period at the rate of 5.539 hours per pay period, not to exceed 144 hours per year.

B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation per pay period at the rate of 8.308 hours per pay period, not to exceed 216 hours per year.

C. From the beginning of the tenth year of service to the end of the fourteenth

year of service, firefighters shall accrue vacation per pay period at the rate of 9.692 hours per pay period, not to exceed 252 hours per year.

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation per pay period at the rate of 11.077 hours per pay period, not to exceed 288 hours per year.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 12.462 hours per pay period, not to exceed 324 hours per year.

F. From the beginning of the twenty-fifth year, and for succeeding years of service, firefighters shall accrue vacation at the rate of 13.846 hours per pay period, not to exceed 360 hours per year.

G. Maximum Accrual Rate (Effective Date January 31, 2005)

1. A twenty-four (24) hour employee shall be eligible to accrue a maximum of 720 vacation hours.

2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 720 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 360 hours. The amount greater than the 720 hour limit must be used in the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 3. 8-Hour Employee Accumulations.

A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation at the rate of 3.696 hours per pay period, not to exceed 96 hours per year.

B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation at the rate of 4.616 hours per pay period, not to exceed 120 hours per year.

C. From the beginning of the tenth year of service to the end of the fourteenth year of service, firefighters shall accrue vacation at the rate of 5.536 hours per pay period, not to exceed 144 hours per year.

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation at the rate of 6.364 hours per pay period, not to exceed 168 hours per year.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 7.384 hours per pay period, not to exceed 192 hours per year.

F. From the beginning of the twenty-fifth year of service to the end of the twenty-ninth year of service, firefighters shall accrue vacation at the rate of 8.304 hours per pay period, not to exceed 216 hours per year.

G. From the beginning of the thirtieth year, and for all succeeding years of service, firefighters shall accrue vacation at the rate of 9.232 hours per pay period, not to exceed 240 hours per year.

H. Maximum Accrual Rate (Effective Date January 31, 2005)

1. An eight (8) hour employee shall be eligible to accrue a maximum of 480

vacation hours.

2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 480 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 240 hours. The amount greater than the 480 hour limit must be used in the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 4. Accrual Status. An employee must be performing assigned duties or on authorized accrued, paid leave in order to be eligible to accrue vacation time. An employee in a non-pay status such as a leave of absence or suspension shall not accumulate vacation leave for the duration of the non-pay status.

Section 5. Minimum Use and Entitlement. All bargaining unit members will accrue vacation solely on a pay period basis and shall not be allowed to take vacation time in advance of accrual. Accrued vacation may be utilized any time on or after January 1 with approval of the immediate supervisor outside of the bargaining unit.

In case of voluntary resignation, if the member does not give prior written notice of such intent, the member shall forfeit any such accruals. Written notice shall be at least two (2) weeks prior to the intended resignation.

Except as otherwise provided herein, vacation choices shall be scheduled at a time desired by the bargaining unit member in minimum four (4) hour increments for 24-hour bargaining unit members and in one (1) hour increments for 8-hour bargaining unit members.

Section 6. Vacation Selections.

A. Advance Draw – 24 Hour Personnel. This provision shall not apply to vacation draws of less than one-half (1/2) day. To receive approval for vacation, advance notice must be given to the appropriate supervisor outside the bargaining unit by 7:00 p.m. on any duty day prior to the requested time off. Members requesting advance draw vacation will be notified as to whether a vacation request has been approved by 9:00 p.m. on the day the request was made. One member from each fire company shall be granted vacation in advance for any given day, if requested, provided there are at least four (4) fully staffed companies in service each day.

Investigators are not included in the number of approved company personnel for advanced draw vacations.

B. On Duty - 24 Hour Personnel. If a member from a company that has no member on approved leave for vacation, Kelly Day or personal day (collectively “approved leave”) on that day and requests vacation, such member shall be considered a First Out. If a member from a company that has a member on approved leave on that day requests vacation, such member shall be considered a Second Out. First Out requests shall have priority over Second Out requests except as follows: For requests between 0600 and 0700 hours (on-duty draws) on that day, a 12 or 24 hours First Out request will take priority over a 4 hour First Out request. After 0700 hours, First and Second Outs will be given the same priority on a first come basis provided management determines staffing is sufficient throughout the department. Members requesting vacation under the provisions of this section must report to their company by 0700 hours, and at that time the Suppression Chief may grant the second person vacation if manning is sufficient

throughout the Fire Department. Employees must be at their assigned station and receive approval of their immediate supervisor to make a request. All vacation selections of less than ½ day shall be limited to on duty draws as specified in this section. Bargaining unit members shall be allowed to draw vacation while on duty provided there are at least two (2) four person companies in service.

Fire Investigators are not included in the number of approved company personnel for On-duty draw vacations.

C. Advance Draw – 8 Hour Personnel. A maximum of fifty percent (50%) of 8 hour bargaining unit members in each specialty division may be approved for vacation or compensatory time in advance unless staffing and work activity allows the appropriate member of management in each specialty division to approve additional advance vacation/compensatory time requests.

If a specialty division has an odd number of bargaining unit members, then the number of 8 hour personnel allowed advance draw will be rounded up to the next higher number. Members requesting advance draw vacation shall be notified as to whether the request has been approved by 4:30 p.m. if the member has made such a request by 2:00 p.m.

D. On-Duty Draw - 8 Hour Personnel. 8 hour bargaining unit members will be allowed to draw vacation or compensatory time on duty provided the appropriate member of management in each specialty division determines that staffing and work activity allows vacation/compensatory time requests to be approved.

E. Procedures for Requesting. One vacation choice shall be the use of uninterrupted consecutive hours of vacation accrual.

The senior company member has one (1) first choice opportunity for vacation, either as one-half (1/2) day or days; day or days; week or weeks; or full vacation. The second senior member then takes one (1) choice opportunity of either one-half (1/2) day or days; day or days; week or weeks; or full vacation. The third, fourth, and fifth member then takes one (1) choice opportunity each as stated above. After each member has had the opportunity to take one (1) choice, the senior member starts the same procedure over again. When a member has made one (1) choice, he/she must wait for the rotation of seniority before using seniority to make a second choice.

Any person below the senior member must be shown the courtesy of a reply the same day when he/she asks members his/her senior for a definite answer as to their choice of a certain vacation so time off can be planned.

Training Officers shall submit time away from work forms for approval to the Chief of Training or designee.

Investigators shall submit time away from work forms for approval to the Fire Marshal or designee.

F. Transferred Employees - 24 Hour Personnel. Upon being transferred to a different shift, the employee involved will relinquish all previously drawn vacations, and will pick from open vacation dates at the station of new assignment. He/she will not use seniority to bump a younger member from a vacation previously scheduled for the balance of that particular year.

If an employee is transferred to a different company on the same shift, he/she will retain all previously drawn vacations. He/she will not affect advance draws as specified in Section 6A of this article for the remainder of the current advance draw period.

Section 7. Payment for Unused Vacation. Any firefighter whose employment is terminated, voluntarily or involuntarily, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation not to exceed 720 hours for twenty-four (24) hour personnel and 480 hours for eight (8) hour personnel, except as provided for in Article 6, Section 5. In the event of the employee's death the payment will be made to his/her beneficiary.

An employee who accrues vacation as described in Article 6, Section 2.G.2 or Section 3.H.2., but is unable to use the additional accrual in accordance with either of those provisions shall be paid the amount greater than 720 hours or 480 hours, whichever is applicable, when employment ends or at retirement.

ARTICLE 7

HOLIDAYS

The term "recognized holiday period" shall mean the twenty-four (24) hour period commencing at midnight and ending the midnight following on each of the following days:

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving - Fourth Thursday and the following Friday in November

Christmas Eve Day - December 24

Christmas Day - December 25

Plus special days as the City Council may from time to time designate.

The term "special holiday period" shall mean a twenty-four (24) hour period commencing at midnight and ending the midnight following, other than a recognized holiday period, designated as a holiday for all City employees by the Governing Body of the City of Topeka.

Commencing January 1, 2010, all Bargaining Unit Members called into work while off duty on a holiday shall be paid at a rate of one and one-half (1½) times the holiday rate of pay for each hour worked resulting from such call.

Section 1. Twenty-Four Hour Personnel.

(a) All twenty-four (24) hour firefighter personnel shall be paid at a two and one-half (2 ½) times the bargaining unit member's regularly hourly rate for each hour worked, on approved vacation, on approved leave with substitute, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement), during a recognized holiday period or a special holiday period.

(b) Any twenty-four (24) hour firefighter personnel whose regularly scheduled days off fall on a holiday will be paid an additional twelve (12) hours at their regular hourly rate of pay for each recognized holiday period or special holiday period.

Section 2. Eight (8) Hour Personnel.

(a) All eight (8) hour firefighter personnel shall be paid at a two and one-half (2 ½) times the bargaining unit member's regularly hourly rate for each hour worked during a recognized holiday period or a special holiday period, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement).

(b) Any eight (8) hour firefighter personnel whose regularly scheduled days off fall on a holiday will be paid an additional eight (8) hours at their regular hourly rate of pay for each recognized holiday period or special holiday period.

(c) Whenever any holiday, as defined above, falls on a Saturday the preceding Friday shall be observed as the holiday. Whenever any holiday, as defined above, falls on a Sunday the following Monday shall be observed as the holiday. If consecutive holidays fall on a Friday/Saturday, then the holidays shall be observed on the preceding Thursday and on Friday. If consecutive holidays fall on a Sunday/Monday, then the holidays shall be observed on Monday and the following Tuesday.

ARTICLE 8
SENIORITY

Seniority shall be defined as the status attained by length of continuous service from the later of the start date of the recruit academy or certification as an emergency medical technician with the Kansas Board of Emergency Medical Services. For employees who have not served continuously with the Fire Department since starting the recruit academy, seniority will be defined as the status attained by length of continuous service from later of the date of last hire with the Fire Department or certification as an emergency medical technician with the Kansas Board of Emergency Medical Services. The City recognizes the principle that seniority consideration is giving the employee that has the most years of service invested in his/her job a greater consideration than another employee with less investment.

The Fire Department shall establish and maintain a seniority list. The list shall be brought up-to-date on or about January 1 of each year, and be available to each Fire Station and Specialty Department. A copy shall be provided to the Secretary of the Union at the time of distribution. Any objection to the seniority list as posted shall be reported to the Fire Department within thirty (30) days after being posted. The list shall show name, rank and seniority date. Effective January 1, 2022, if two or more employees have the same seniority date, the higher Firefighter 3rd Class written test score shall determine the greater seniority. If they have the same test score, the individuals involved will draw numbers to determine the greater seniority.

Seniority shall apply to scheduling of vacation, layoffs, recall, and to promotions as provided in this Agreement.

ARTICLE 9

LAYOFF

Layoff shall be defined as a reduction in staff.

In the event of a layoff, the person to be removed from employment with the department will be determined by most recent seniority date, first to be released. In the event that two (2) or more firefighters with the same date of hire are to be laid off, the person with the higher seniority shall determine their status for the purpose of this provision.

Employees and the Union shall be given written notice of a pending layoff at least thirty (30) calendar days before the effective date of the layoff.

Call back to work shall occur in reverse order of layoff, provided the individual is available for work within two (2) weeks of notice to return to work. An employee not available within two (2) weeks shall be considered as resigned.

ARTICLE 10

SICK LEAVE

Section 1. Accrual. An employee must be performing assigned duties or otherwise in a pay status to be eligible to accrue sick leave.

Sick leave allowances shall accrue at the rate of 11.077 hours per pay period for twenty-four (24) hour bargaining unit members and at the rate of 3.692 hours per pay period for eight (8) hour bargaining unit members.

Twenty-four (24) hour bargaining unit members hired after January 1st 2010 will receive seventy-two (72) hours of sick leave upon hire and will then accrue additional sick leave at the rate of 5.538 hours per pay period. At the beginning of the fifth year of service, employees hired after January 1, 2010 will begin accruing sick leave at the rate of 8.308 hours per pay period, and at the beginning of the tenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 9.692 hours per pay period. At the beginning of the fifteenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 11.077 hours per pay period.

Section 2. Payment. An employee shall receive hour for hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. An employee shall, if eligible, receive his/her full prevailing salary rate for sick leave and shall file appropriate forms with the authorized supervisor as designated by the supervisor. Sick leave shall be available as it is accrued (including during initial probationary periods), but it shall not be allowed in advance of accrual.

The City retains the right to require an injured employee to consult with a physician of the City's choice to determine the employee's ability to perform his/her assigned duties

and/or the duties which an injured employee may perform. The City shall be responsible for any costs incurred for the above required consultation and compensate employees for hours worked if not during scheduled work hours, unless such leave is determined to be an improper use of sick leave.

Section 3. Acceptable Use for Twenty-four (24) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness or for the illness of a family member residing in the employee's household. Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 4. Acceptable Use For Eight (8) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness, need for medical, dental, or other routine, diagnostic or remedial treatment for the employee, or for the illness of a family member residing in the employee's household (provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by the appropriate member of management). In non-emergency situations, the employee shall schedule medical or dental appointments and/or treatments at a time which does not unduly interfere with job related duties and shall notify his/her supervisor as soon as the time of

the appointment is known.

Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 5. Misuse Controls. The Union recognizes the importance of sick leave and the obligations of the employees as well as the advantage to them to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the City in efforts to eliminate unwarranted or improper use of sick leave.

The City of Topeka may require competent proof of the use of sick leave for a purpose approved within sections 3 or 4 directly above. Proof of the appropriate use of sick leave may be requested at any time a supervisor has a reason to suspect an employee's misuse of sick leave, including, but not limited to the following:

- Repeated use of sick leave in conjunction with regular days off or vacation days or holidays or Kelly days without a physician's statement.
- A pattern of sick leave usage on a particular day or days of the week.
- Use of more sick leave than accrued in any six month period within a given year without notification from Human Resources of qualified circumstances.
- Use of sick leave when employee is engaged in activities, which indicate ability to perform assigned duties.

An employee with a pattern of consistent or continued unavailability for work shall

be subject to review and counseling. Use of sick leave for purposes other than those authorized in sections 3 or 4 above (or pursuant to any State or Federal applicable law) may be an abuse of sick leave subject to progressive discipline. Should discipline be imposed for misuse of sick leave, the employee will not be paid for hours deemed to be misuse nor will the misused sick leave hours be reinstated.

Section 6. Light Duty Assignment.

A. The City agrees to make light duty work assignments available for members of the bargaining unit, when the member is temporarily unable to perform the essential job functions of his or her assigned position duties due to an on the job injury or illness or a personal health condition. For purposes of this section, pregnancy will be treated as a personal health condition.

Members medically eligible and released by the attending physician for light duty as a result of a non-duty related illness/injury, may report to the Fire Chief's office for assignment to light duty or they may choose to utilize sick leave as provided in this Article, provided however that any such use of sick leave shall require written notification from the attending physician stating that the member is unable to return to full and normal duties.

Employees who sustain a duty related illness/injury shall report his/her release to light duty to the Fire Chief and the Human Resources Department. Failure to report the release to light duty shall render the member ineligible to utilize the provisions of Section 7 of this Article.

Work restrictions due to illness/injury or personal health condition will be reviewed by the Human Resources Director or designee. Upon approval of the Fire Chief, light

duty assignments may be established within specified work restrictions for up to eighteen (18) months. The Human Resources Director or designee may require periodic medical status updates from the treating health care provider as deemed necessary. Such periodic medical status updates shall not be required more frequently than every forty-five (45) days. To continue in light duty assignments, bargaining unit members must comply with requested medical status updates.

While light duty assignments will generally be limited to eighteen (18) months in duration, the Human Resources Director or designee, with concurrence of the Fire Chief, may, based upon a current medical status update, authorize extension of the light duty assignment if there is a specified anticipated time for return to regular position assignment.

An employee not able to return to his or her regular position assignment may be required to apply for a disability retirement. The Human Resources Department will provide assistance as applicable with the disability application process.

Bargaining unit members assigned to light duty shall be assigned to a forty (40) hour work week with specific work assignments determined by the Fire Chief or designee, consistent with Article 4, §1. Bargaining unit members serving light duty assignments shall have salary and benefits based on forty (40) hour wages and benefit provisions. However, the employee on light duty will be allowed to maintain the accrual balances up to the maximums assigned to his/her regularly assigned position. Hours worked in light duty assignments shall not be considered toward the completion of the initial employment probationary period or the promotional probationary periods for the positions of apparatus operator, lieutenant and captain. Light duty assignments will be considered as continuous

service for the purposes of seniority.

In the event a vacancy occurs in a position outside of fire suppression, preference shall be given in filling the position to firefighters injured in the line of duty, provided that the firefighter is fully qualified as determined by management for the available position.

B. The City agrees that any member who becomes pregnant shall be entitled, upon written request by the member and medical verification of pregnancy, to be assigned to appropriate light duty for the duration of such pregnancy and that the terms and conditions of employment for each pregnant member shall be in conformity with all applicable federal and state laws, rules and/or regulations.

Section 7. Illness/Injury on the Job: Related Sick Leave. A firefighter, temporarily totally disabled as the result of an illness or an injury, not caused, created or substantially contributed to by his/her own negligence, and arising out of and in the course of his/her employment, who cannot perform his/her duty may make application to the Fire Chief, or his/her designee, for a waiver of the use of his/her accrued sick leave except for the time after which the member is released for light duty as provided for in Section 6 of this Article. Such application shall include the type of illness/injury sustained, the date the illness/injury occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, an approximate date when the

employee shall be returned to full duty, and any other information or documents the Fire Chief, or his/her designee, may request. It shall be at the discretion of the Fire Chief, or his/her designee, to grant such a waiver.

In the event the members petition for a waiver of his/her accrued sick leave is denied by the Fire Chief, or his/her designee, the member may petition the City Manager of the City of Topeka for a waiver of his/her accrued sick leave during the entire period of time he/she is incapacitated and unable to work. The injured employee submitting the petition shall provide one (1) copy to the City Manager, and said petition shall specifically state: the type of illness/injury sustained, the date the illness/injury occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. Said petition shall be accompanied by a signed statement from the Fire Chief, or his/her designee, stating precisely and clearly the Fire Chief's recommendation for an approval or disapproval of the said petition. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, and an approximate date when the employee shall be returned to full duty. Provided further, that the granting of said petition shall rest within the sole discretion of the City Manager. It is further understood that each petition for illness/injury related sick leave in accordance with the above terms shall be considered on its facts and merits, and the granting or denying of any petition shall not serve as precedent for any future action of the City Manager.

In the event that the firefighter so injured or suffering from sickness is incapacitated and unable to act for himself/herself then and in that event the appropriate application may be submitted by someone other than said firefighter.

Section 8. Sick Leave and Workers' Compensation Reimbursement. Any bargaining unit member injured while in the formal employment of someone other than the City, and the other employer is insured, shall reimburse the City for any losses sustained by the City through sick leave or other paid leave use, provided a Workers' Compensation settlement is consummated between the employee and the other employer. The amount reimbursed will not exceed the amount of the settlement or the amount in pay lost to the City whichever is less. Upon the City's receipt of reimbursement for sick leave usage, sick leave time will be reinstated to the employee's sick leave accrual.

Section 9. Sick Leave Payment Upon Retirement or Death. Upon their retirement or death, firefighters shall be paid for accrued sick leave not to exceed fifty-five (55) days according to the following formula:

$$\frac{\text{Number of days} \times 8 \times \text{monthly salary}}{173.33} = \text{Amount paid}$$

Payment for accrued sick leave shall be made to the firefighter in a lump sum on retirement or paid to his/her beneficiary in the event of the death of a firefighter before his/her retirement. For the purpose of this section, retirement shall be defined as: the voluntary separation or compulsory retirement pursuant to City of Topeka Ordinance 20342 of a firefighter who has a vested pension in the KP&F retirement system. For clarity, retirement shall not include any involuntary termination issued as a disciplinary action based on misuse of sick leave.

Additionally, Firefighters shall, upon their retirement or death, be paid an additional accrued sick leave incentive for all remaining hours of accrued sick leave over and above the 55 day formula described above using the following formula: One dollar (\$1.00) per hour multiplied by the total remaining hours of accrued sick leave.

Section 10. Perfect Attendance Incentive. If sick leave is not utilized for a period of ninety (90) consecutive days, bargaining unit members shall be entitled to receive one (1) additional day of pay at their regular hourly rate of pay ("Perfect Attendance Pay") not to exceed four (4) additional days of Perfect Attendance Pay per calendar year. The bargaining unit member has the option of exchanging any additional day of Perfect Attendance Pay for one (1) Personal Day, but only if the bargaining unit member submits a written request to receive such Personal Day within fourteen (14) calendar days after the additional day of Perfect Attendance Pay is earned.

For purposes of this section, "last utilization" ends on the calendar day when the bargaining unit member calls off the sick list.

For the purpose of this section, sick leave waived under the provisions of Section 7. Illness/Injury on the Job: Related Sick Leave of this article will not count against perfect attendance eligibility.

Bargaining unit members shall have one year from the date a Personal Day is earned under this provision to schedule and use such Personal Day; otherwise, it will be forfeited.

Section 11. Medical Certification.

Twenty-four (24) hour personnel absent on Sick Leave for personal illness or injury more than forty-eight (48) consecutive scheduled hours and eight (8) hour personnel

absent on Sick Leave for more than three (3) consecutive work days shall be required to provide medical certification to Human Resources prior to being authorized to return to work.

In order to obtain approval for returning to work, employees shall submit medical certification to Human Resources and must schedule a return to duty meeting with Human Resources at least two (2) days in advance of the anticipated return to work date. For the purpose of this Section, such certification shall include a completed Fire Department Return to Duty Form.

All forms, including a detailed description of the steps necessary for an employee to return to duty, will be available at every fire station or other work location. Administrative staff, company officers, and chief officers shall be responsible for insuring that current forms are available; that outdated versions are removed; and that employees adhere to the specified procedures.

ARTICLE 11

EMERGENCY LEAVE

Section 1. Death of an Immediate Family Member. In the event of death in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee shall be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days per incident. The three consecutive calendar days may commence at any time, as determined by the employee, following the death of a family member, (as defined below), but in no event may the three consecutive calendar days begin later than the actual day of the funeral.

The term immediate family as used in this section shall include the member's spouse, children, sons-in-law, daughters-in-law, legal step children, parents, step parents, grandparents, grandchildren, sibling(s), first aunts or uncles, spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchildren, spouse's sibling(s), or any member of the immediate household having permanently resided under the same roof.

If requested by the Fire Chief, or his/her designee, the employee may be required to produce evidence of the death of the immediate family member.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee to use accrued vacation leave, except the selection may be made in advance, to attend the funeral of anyone other than the immediate family as defined in this section.

If a bargaining unit member is on approved leave and a death of an immediate family member occurs, the member, at their option, may cancel their approved leave and

be placed on emergency leave.

Any employee who has misrepresented a death in the immediate family, as defined above, shall be subject to disciplinary action.

Section 2. Serious Illness of an Immediate Family Member. In the event of a serious illness in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee may be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days, per incident.

The term "serious illness" as used in this section shall be defined as a condition which requires hospitalization and continuous professional medical care of the employee's immediate family as defined in Section 1 of this Article, and shall be determined by the attending physician as a condition which, in his/her opinion, is serious.

If requested by the Fire Chief or his/her designee, the employee may be required to produce evidence of a serious illness of the immediate family member.

Any employee who has misrepresented a serious illness in the immediate family as defined above shall be subject to disciplinary action.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee a paid leave for a serious illness of anyone other than the immediate family as defined in this section.

ARTICLE 12

PERSONAL LEAVE DAYS

Two (2) personal leave days per year will be granted each member of the bargaining unit beginning January 1, 1998. Newly hired employees will receive both days if hired before July 1; if hired on or after July 1, employee will receive one (1) day for that year. The personal leave days will be selected in accordance with Article 6, Section 6, of this Agreement, to be used in the calendar year granted or lost.

ARTICLE 13

MISCELLANEOUS LEAVES

Section 1. Court Appearance. A bargaining unit employee called to serve on jury duty, or subpoenaed to serve as a court witness, provided that the employee is not a plaintiff in a non job related civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror (or an employee may sign witness/juror fees over to the City in order to receive regular pay).

An employee on this leave shall return to work for the balance of a work day if the employee is excused from a jury panel or from serving jury duty.

Code enforcement officials or other employees appearing in their typical employment capacity shall be paid for court appearances pursuant to Fire Department rules and regulations governing such situations.

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a plaintiff in a non job related civil matter or if an employee appears as a voluntary expert witness.

An employee appearing in court under this provision may retain any travel, lodging and/or meal reimbursement.

Section 2. Voting Time. A bargaining unit member eligible and registered to vote in a primary, general, or special election held within the state of Kansas shall, on the day of such election, be entitled to leave from duty (if on duty) such that the employee would be allowed two (2) consecutive hours of voting time between the opening and closing time of the polls.

This section shall not apply to a voter on the day of an election if there are two (2) consecutive hours while the polls are open during which the employee is not on duty.

A duly authorized supervisor may specify any two (2) consecutive hours during which an employee may be granted to vote with paid leave if the employee is eligible.

Section 3. Military Leave.

A. Temporary Training Period. A bargaining unit member who is a member of a military reserve organization or National Guard unit shall be entitled to a paid leave as hereinafter provided. If such assignment would substantially interfere with execution of duties in the public interest, the member may be encouraged to request a rescheduling of any such training/assignment. Employees will receive a maximum of fifteen (15) working days of military leave for 8-hour employees and a maximum of nine (9) working days of military leave per year for 24-hour employees. Employees shall provide the City with notification of pending Military Leave at least, thirty (30) days prior to the commencement of Military Leave by submission of completed Request for Military Leave of Absence Form and appropriate documentation of orders to attend any training, citation of the training and any related information as may be required to fully clarify the absence.

No City compensation shall be allowed for any persons called to active or extended military service, provided that in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize Military Leave for the duration of such active service not to exceed fifteen working days for 8-hour employees and nine working days for 24-hour employees as stated herein.

B. Extended Military Assignment. Employees shall provide the City with notification of pending Extended Military Leave at least thirty (30) days prior to the

commencement of Extended Military Leave by submission of completed Request for Military Leave of Absence Form and appropriate documentation of orders. All notifications of military leave in excess of thirty (30) calendar days must be received by the Human Resources Department prior to the commence of extended military leave assignment. An employee may have entitlement to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leave. It should be noted that the intent of this provision, unless superseded by state or federal law, it is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity. In case of involuntary conscription, the absences may be considered as a leave of absence without pay, and the employee may be allowed to continue in employment following completion of such service (at a point in the salary and benefit structure where the employee left the City) unless he/she opts to formally resign from a position, at which point all obligations by the City would cease.

Section 4. Seminars and Schools. Employees may make application for leave to attend job related schools or seminars in accordance with the following guidelines:

1. The request must be submitted to the Fire Chief or his/her designee, in writing, thirty days in advance of the school or seminar.
2. Justification for attendance, including an explanation of the benefit to be derived by the Fire Department, must be included with the request.
3. The request must include literature detailing program content and dates of the school or seminar.

4. The employee must identify scheduled days of work that will be missed, including the total number of hours away from work. No deductions shall be made from a member's accrued leave while the member is attending a school or seminar approved by the Department pursuant to the provisions of this Section.

5. The request must state the total cost of attendance, including a detailed breakdown of costs.

6. Leave granted for the attendance of schools or seminars shall be counted as hours worked for the purpose of calculating overtime.

7. Requests for leave to attend schools or seminars which are not in compliance with this section shall be denied.

All applications will be considered on a fair and equal basis by the Fire Chief or his/her designee. Replies from the Fire Chief or his/her designee, shall be in writing, to the requesting employee, within two (2) weeks of the application; provided however, a failure to reply within the two (2) week period shall be construed to be a denial of the request. Denials shall contain the reasons therefore.

Section 5. Parental Leave. The City agrees to comply with all provisions of the Family and Medical Leave Act (FMLA). Under the FMLA, parental leave is defined as up to 12 weeks of unpaid leave in a 12-month period for one or more of the following reasons:

- Leave for the birth of a son or daughter, and to care for the newborn child. Leave to care for a newborn child must conclude within 12 months after the birth.
- Leave for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child. Leave to care for a newly placed child must conclude within 12 months after placement.
- Leave to care for a child with a serious health condition, as defined by the FMLA.

ARTICLE 14

HEALTH/SAFETY

Section 1. Aerial and Snorkel Apparatus Tests. The Employer and the Union agree that the health and safety of employees is a priority, and that every effort shall be made to provide safe, proper and efficient working equipment.

The employer agrees to perform, as specified by the manufacturer, maintenance evaluations of all aerial and snorkel apparatus of the Fire Department. Such apparatus must meet performance tests as specified by the manufacturer of the apparatus. Any unsafe condition shall be corrected prior to reuse. Apparatus found to not meet safety standards shall be taken out of service until such repairs have been made. No equipment or apparatus shall be placed into service without having received the approval of the Fire Chief, or his/her designee.

Section 2. Self-Contained Breathing Apparatus (SCBA). The employer agrees that all maintenance and repairs of self-contained breathing apparatus (SCBA) shall be performed only by personnel certified by the distributor and/or manufacturer of such equipment, and such repairs and repair parts shall meet or exceed current N.F.P.A. minimum standards. The employer further agrees that all future purchases of SCBA shall meet or exceed current N.F.P.A. minimum standards.

There shall be an air quality test performed on all high pressure air compressors used for the purpose of filling SCBA. This test shall be performed quarterly.

Section 3. Safety Equipment. Protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the department. The department shall assess a fair and reasonable charge to cover loss

resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing. At the time of purchase, protective clothing and devices shall meet or exceed current minimum N.F.P.A. standards.

1 pair suspenders

1 bunker coat

1 pair bunker pants

1 pair boots

1 helmet and suspension

2 hoods

2 pair gloves

1 SCBA face mask

Damaged or worn out protective devices or safety equipment shall be replaced by the department upon proof and/or return by the bargaining unit member to his/her appropriate supervisor.

Section 4. Safety Committee. The safety committee shall be comprised of three (3) members from management who are appointed by the Fire Chief and three (3) members from the bargaining unit who are appointed by the Union President. Both parties agree that the safety committee will meet on a regular basis and further it is agreed that recommendations of this committee will be forwarded to the Fire Chief, or his/her designee, who shall evaluate them and provide a response back to the committee.

Section 5. Employee Safety. The City further agrees to not place an employee, including, but not limited to, specialty to suppression transfers, into any position for which they are not qualified and capable of fulfilling the duties assigned.

Both parties agree that this issue directly affects the safety and welfare of all bargaining unit members.

Section 6. Employee Health. The City agrees to provide information on all communicable diseases and work place hazards to which employees may have routine exposure as such information is made available. Information provided shall include but not be limited to symptoms, modes of transmission, methods of self protection, proper workplace procedures and special precautions. The City further agrees to provide, at no cost to the employee, immunization against communicable diseases to bargaining unit employees who request such immunizations. The Fire Chief or his/her designee shall provide a listing of the types of immunizations, mutually agreed to by the City and the Union, which are available to the employees.

ARTICLE 15

WAGES

Section 1. Wages. Each employee within the bargaining unit shall be paid pursuant to the below listed wage schedules.

Commencing January 1, 2025, there shall be a four percent (4%) wage increase in overall bargaining unit salaries. Commencing January 1, 2026, there shall be a four percent (4%) wage increase in overall bargaining unit salaries. Commencing January 1, 2027, there shall be a four percent (4%) wage increase in overall bargaining unit salaries. (See Wage Tables). The following section shall only apply in the event of severe budget shortfalls caused by unforeseen external national and/or regional economic forces beyond the control of the City. In the unlikely event the City experiences said budget shortfalls that, if not resolved during the budget year, would result in the layoff of bargaining unit members herein and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Art. 15 Section 1 of this Agreement.

2025 WAGE TABLE

Effective 01/01/2025

24 Hour Positions (Annual Work Hours 2776)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
FIREFIGHTER 3RD CLASS	18.2593	1949.5315	4223.9848	50,687.8168
FIREFIGHTER 2ND CLASS	20.3187	2169.4120	4700.3926	56,404.7112
FIREFIGHTER 1ST CLASS	21.2486	2268.6967	4915.5095	58,986.1136
ADVANCED FIREFIGHTER	24.7991	2647.7809	5736.8585	68,842.3016
APPARATUS OPERATOR	27.4714	2933.1003	6355.0506	76,260.6064
LIEUTENANT	29.9967	3202.7246	6939.2366	83,270.8392
CAPTAIN	33.3369	3559.3552	7711.9362	92,543.2344
INVESTIGATOR I	29.9967	3202.7246	6939.2366	83,270.8392
INVESTIGATOR II	30.2307	3227.7086	6993.3686	83,920.4232
INVESTIGATOR III	33.3369	3559.3552	7711.9362	92,543.2344
8 Hour Positions (Annual Work Hours 2080)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
TRAINING OFFICER I	40.0341	3202.7246	6939.2366	83,270.8392
TRAINING OFFICER II	40.3464	3227.7086	6993.3686	83,920.4232
TRAINING OFFICER III	44.4920	3559.3552	7711.9362	92,543.2344
INSPECTOR I	40.0341	3202.7246	6939.2366	83,270.8392
INSPECTOR II	40.3464	3227.7086	6993.3686	83,920.4232
INSPECTOR III	44.4920	3559.3552	7711.9362	92,543.2344
PUBLIC EDUCATION OFFICER I	40.0341	3202.7246	6939.2366	83,270.8392
PUBLIC EDUCATION OFFICER II	40.3464	3227.7086	6993.3686	83,920.4232
PUBLIC EDUCATION OFFICER III	44.4920	3559.3552	7711.9362	92,543.2344
COMMUNICATION OFFICER I	40.0341	3202.7246	6939.2366	83,270.8392
COMMUNICATION OFFICER II	40.3464	3227.7086	6993.3686	83,920.4232
COMMUNICATION OFFICER III	44.4920	3559.3552	7711.9362	92,543.2344

2026 WAGE TABLE

Effective 01/01/2026

24 Hour Positions (Annual Work Hours 2776)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
FIREFIGHTER 3RD CLASS	18.9897	2027.5157	4392.9506	52,715.4072
FIREFIGHTER 2ND CLASS	21.1315	2256.1940	4888.4204	58,661.0440
FIREFIGHTER 1ST CLASS	22.0986	2359.4506	5112.1428	61,345.7136
ADVANCED FIREFIGHTER	25.7911	2753.6960	5966.3412	71,596.0936
APPARATUS OPERATOR	28.5703	3050.4290	6609.2628	79,311.1528
LIEUTENANT	31.1966	3330.8370	7216.8135	86,601.7616
CAPTAIN	34.6704	3701.7320	8020.4192	96,245.0304
INVESTIGATOR I	31.1966	3330.8370	7216.8135	86,601.7616
INVESTIGATOR II	31.4400	3356.8247	7273.1200	87,277.4400
INVESTIGATOR III	34.6704	3701.7320	8020.4192	96,245.0304
8 Hour Positions (Annual Work Hours 2080)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
TRAINING OFFICER I	41.6355	3330.8370	7216.8135	86,601.7616
TRAINING OFFICER II	41.9604	3356.8247	7273.1200	87,277.4400
TRAINING OFFICER III	46.2717	3701.7320	8020.4192	96,245.0304
INSPECTOR I	41.6355	3330.8370	7216.8135	86,601.7616
INSPECTOR II	41.9604	3356.8247	7273.1200	87,277.4400
INSPECTOR III	46.2717	3701.7320	8020.4192	96,245.0304
PUBLIC EDUCATION OFFICER I	41.6355	3330.8370	7216.8135	86,601.7616
PUBLIC EDUCATION OFFICER II	41.9604	3356.8247	7273.1200	87,277.4400
PUBLIC EDUCATION OFFICER III	46.2717	3701.7320	8020.4192	96,245.0304
COMMUNICATION OFFICER I	41.6355	3330.8370	7216.8135	86,601.7616
COMMUNICATION OFFICER II	41.9604	3356.8247	7273.1200	87,277.4400
COMMUNICATION OFFICER III	46.2717	3701.7320	8020.4192	96,245.0304

2027 WAGE TABLE				
<i>Effective 01/01/2027</i>				
24 Hour Positions (Annual Work Hours 2776)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
FIREFIGHTER 3RD CLASS	19.7493	2108.6176	4568.6714	54,824.0568
FIREFIGHTER 2ND CLASS	21.9768	2346.4461	5083.9664	61,007.5968
FIREFIGHTER 1ST CLASS	22.9826	2453.8346	5316.6415	63,799.6976
ADVANCED FIREFIGHTER	26.8228	2863.8498	6205.0078	74,460.0928
APPARATUS OPERATOR	29.7132	3172.4556	6873.6536	82,483.8432
LIEUTENANT	32.4445	3464.0744	7505.4944	90,065.9320
CAPTAIN	36.0573	3849.8102	8341.2554	100,095.0648
INVESTIGATOR I	32.4445	3464.0744	7505.4944	90,065.9320
INVESTIGATOR II	32.6976	3491.0976	7564.0448	90,768.5376
INVESTIGATOR III	36.0573	3849.8102	8341.2554	100,095.0648
8 Hour Positions (Annual Work Hours 2080)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
TRAINING OFFICER I	43.3010	3464.0744	7505.4944	90,065.9320
TRAINING OFFICER II	43.6388	3491.0976	7564.0448	90,768.5376
TRAINING OFFICER III	48.1227	3849.8102	8341.2554	100,095.0648
INSPECTOR I	43.3010	3464.0744	7505.4944	90,065.9320
INSPECTOR II	43.6388	3491.0976	7564.0448	90,768.5376
INSPECTOR III	48.1227	3849.8102	8341.2554	100,095.0648
PUBLIC EDUCATION OFFICER I	43.3010	3464.0744	7505.4944	90,065.9320
PUBLIC EDUCATION OFFICER II	43.6388	3491.0976	7564.0448	90,768.5376
PUBLIC EDUCATION OFFICER III	48.1227	3849.8102	8341.2554	100,095.0648
COMMUNICATION OFFICER I	43.3010	3464.0744	7505.4944	90,065.9320
COMMUNICATION OFFICER II	43.6388	3491.0976	7564.0448	90,768.5376
COMMUNICATION OFFICER III	48.1227	3849.8102	8341.2554	100,095.0648

Section 2. Compensation for Extra Hours Worked.

A. Call-Back Pay. As used in this Section, “Call-Back” shall mean calling in personnel from off-duty for the purpose of minimum staffing of companies.

1. All Bargaining Unit Members called into work while off duty shall be paid at a rate of one and one-half (1½) times the regular rate of pay for each hour worked resulting from such call. All Bargaining Unit members shall be called back

through use of a voluntary callback list within their division. There shall be a minimum of three (3) hours pay for each such call. In no event shall any Bargaining Unit Member receive call-back pay as provided in this article unless the member is called into work by the Fire Chief or designee. It shall be understood that multiple call-backs may occur within any three (3) hour period, but the employee shall be restricted to one (1) paid call-back per list rotation. Members accepting call-back assignment must be able to report to their normal assigned duty station or call-back assignment within one hour of being contacted.

(a) Twenty-Four (24) hour Firefighters called back to duty shall be done by a voluntary call-back list. Call back to duty shall be done by seniority, by shift, using first, the list of the shift not scheduled to work the next calendar day and then the list of the shift scheduled to work the next calendar day. Twenty-Four (24) hour Firefighters shall be qualified for the position that needs to be filled.

(b) Twenty-Four (24) hour Firefighters called back to duty for ALS services, Hazmat or Structural Collapse shall each be done by a voluntary call-back list and each shall be filled by bargaining unit members that possess the required certifications. Call back to duty for ALS services, Hazmat and Structural Collapse shall be done by seniority, by shift, using first, the list of the shift not scheduled to work the next calendar day and then the list of the shift scheduled to work the next calendar day. Any shift shall be staffed with the minimum certified personnel required for hazmat by the Kansas State Fire Marshal.

2. Bargaining unit members, as agreed upon by Management and the

Local, may add or remove their name from any voluntary call-back list by making written notification to their Battalion Chief, who will coordinate with the Shift Commander to add or remove the name of the member to, or from, the call-back list within three (3) working days of receiving such notification.

3. When twenty-four (24) hour firefighters need to be called back to duty for shift coverage, management will start at the top of the appropriate voluntary call-back list to fill the opening. When a call-back occurs again management shall start where they left off before. The calling will be done by the Shift Commander, Battalion Chief, or designee.

4. Twenty-four (24) hour Investigators shall not be allowed to add their names to the voluntary call-back list used to call back twenty-four (24) hour Firefighters or be allowed to be called back to fill positions for suppression Firefighters.

5. If management is unable to fill the necessary slot to meet required staffing through the voluntary call back procedure, which includes all off-duty personnel on the voluntary call-back list, then mandatory call back will be initiated beginning with the least senior qualified person and proceeding up the list until the slot is filled.

B. Overtime for Twenty-Four Hour Shift Employees. Twenty-four (24) hour shift employees (also referred to as suppression employees) who work in excess of a twenty-four (24) hour shift due to Holdover shall be paid at a rate of one and one-half (1½) times the regular rate of pay for the additional hours actually worked.

For the purpose of this section, employees who are absent from work due to the

use of any earned and/or authorized paid leave shall be eligible for overtime when working in excess of a twenty-four (24) hour shift due to Holdover or Call-back as described above.

Twenty-four (24) hour firefighters who work while off duty, but not for the purpose of being called in to staff apparatus, shall be paid at the rate of one and one-half (1½) times the regular rate of pay for each hour worked and shall receive compensation for a minimum of one (1) hour, or actual time worked, whichever is greater.

C. Overtime for Eight (8) Hour Employees. Eight (8) hour bargaining unit members, also referred to as eight (8) hour employees, who work in excess of forty (40) hours per week shall be paid at a rate of one and one-half (1½) times the regular rate of pay.

Functions eligible for one (1) hour minimum overtime pay, i.e., one and one-half (1½) times the regular rate of pay, or actual time worked, whichever is greater, include:

- Eight (8) hour personnel called in (not scheduled in advance) after hours;
- Off-duty personnel used for specialized functions or events (including, but not limited to, conducting physical agility tests, recruiting, etc.); and
- Approved time for meetings, court appearances, and the like.

Eight (8) hour personnel scheduled in advance to work after normal hours shall be paid for the actual time worked at a rate of one and one-half (1½) times the regular rate of pay.

D. Overtime Generally.

In order to be considered as valid overtime, the work and the time of performing it must be assigned and approved by the bargaining unit member's duly authorized supervisor.

A bargaining unit member may be required by his/her duly authorized supervisor to work overtime. Whenever possible, overtime assignments will be equalized among members of a working unit (consisting of qualified employees who would be most effective and efficient in completing work assignments on an overtime basis as promptly and effectively as possible).

Off-duty personnel used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, shall be scheduled based on qualification, availability, interest, and specific needs of the Department.

When on-duty personnel are used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, and it is necessary to back-fill positions, the call-back list and call-back procedures shall be utilized.

Any bargaining unit member found to be misusing and/or manipulating work assignments, schedules, and/or time off provisions in order to enable overtime assignment to himself/herself or to another employee, shall be subject to disciplinary action.

Section 3. Standby. The Bargaining Unit Members required to be on standby shall be determined by the Fire Chief, or his/her designee, who shall may prepare a roster of employees assigned to standby. Assignments shall be posted on accessible bulletin boards of each facility.

All personnel assigned to standby shall be required to be easily reached and ready to work during the time they are on standby.

Safety equipment and procedures shall be used as during normal working hours.

Employees required to be on standby shall be provided a Fire Department vehicle, subject to availability, at the Fire Chief's discretion.

A standby duty "period" shall be (normally) twenty-four (24) hours in duration, rotated among qualified employees. Eight (8) hour personnel shall not normally be on standby except when those temporary conditions warrant as determined by Members of Management. Eight (8) hour personnel required to be on standby shall accrue three (3) hours of compensatory time for every standby period. Twenty-four (24) hour personnel shall not normally be on standby nor be eligible for standby compensation except in a declared emergency. In the event that a twenty-four (24) hour employee is required to be on standby, he/she shall receive two (2) hours compensatory time for every twenty-four (24) hour period. Accrual limits of Compensatory time shall be governed by Section 9 of this Article.

An employee shall be removed from standby duty if deemed incapable by his/her supervisor, due to illness, or other sanctioned, cleared emergency as determined by the Fire Chief, or his/her designee.

Section 4. Advanced Education Compensation. Any Bargaining Unit Member who has completed his/her probationary period and who has obtained an Associates' Degree, Bachelor's Degree, or Master's Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation, prorated over twenty-six (26) annual pay periods, according to the following schedule:

- \$500 per year for Associates Degree;
- \$800 per year for Bachelor's Degree; or
- \$800 per year for Master's Degree.

Section 5. Health Insurance.

A. The Employer and the Union have agreed to cost-sharing for healthcare benefits as set forth within the current Joint Memorandum of Agreement between the City of Topeka and the bargaining units recognized by the City.

B. All retired bargaining unit members will be allowed to transfer to the City's Group Health Plan in accordance with K.S.A. 12-5040.

Section 6. Cafeteria Benefit Plan. The City agrees that bargaining unit members may be members of the existing city cafeteria benefit plan, established and recognized as a qualified I.R.S. section 125 plan; bargaining unit members shall have the same benefits, rights and obligations as all other city employees who are members of this plan, and will be subject to the same changes in the plan that may be made which would effect those other employees.

Section 7. Longevity.

All bargaining unit members who regularly work a forty (40) hour work week shall receive longevity pay at a rate of thirty cents (\$.30) per hour after five (5) consecutive years of uninterrupted service in the bargaining unit and sixteen cents (\$.16) per hour for each additional year of continuous service in the bargaining unit, which shall increase to twenty cents (\$.20) per hour commencing on January 1, 2026 and to twenty-four cents (\$.24) per hour commencing on January 1, 2027, up to a maximum of seven dollars and seventy-four cents (\$7.74) per hour. All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at a rate of twenty-two and one-half cents (\$.225) per hour after five (5) consecutive years of service in the bargaining unit and twelve cents (\$.12) per hour for each additional year of uninterrupted

service in the bargaining unit, which shall increase to fifteen cents (\$0.15) per hour commencing on January 1, 2026 and to eighteen cents (\$0.18) per hour commencing on January 1, 2027, up to a maximum of five dollars and eighty and one-half cents (\$5.805) per hour.

Section 8. Out of Classification Pay.

(a) As used in this section, a Captain shall be “deemed eligible” to temporarily fill a Battalion Chief vacancy as an out of classification assignment upon meeting the following criteria:

- (1) Maintain a valid Kansas driver’s license;
- (2) Maintain a City insurable driving record;
- (3) Complete National Incident Management System certifications—levels 100, 200, 700 & 800;
- (4) Complete Blue Card Incident Command; if offered by T.F.D.;
- (5) Complete training criteria as determined by management; and
- (6) Must have taken Incident Safety Officer, if offered during their time as a Captain.

Management will complete a quarterly evaluation of all captains who have been deemed eligible to be assigned to temporarily fill a Battalion Chief vacancy. Any captain who is rated below expectations for two consecutive quarters on such evaluation will be removed from the list of those eligible to be assigned to temporarily fill a Battalion Chief vacancy for six (6) months.

When a Captain is designated by management to fill a Battalion Chief vacancy, the Captain shall work in the higher level capacity and shall be compensated for hours

worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties of Battalion Chief.

Only non-probationary Captains who have been deemed eligible and who have opted-in pursuant to this section will be designated. Non-probationary Captains may opt-in to be assigned to fill-in for the absence of a Battalion Chief. Letters must be submitted annually by November 30th to opt-in for the upcoming year. Failure to complete an opt-in letter by the deadline of November 30th of each year will be considered an opt-out for the upcoming calendar year. For legitimate reasons as determined by the Fire Chief, a Captain may be allowed to opt-out for the remainder of the calendar year.

The four most senior Captains assigned to each shift who have been deemed eligible and who have opted-in shall take turns filling the temporary vacancies of Battalion Chiefs. This will provide an even amount of opportunity to gain skill and experience in this out-of-class position. In the event that the four most senior Captains assigned to the shift who have been deemed eligible and who have opted-in are unavailable to fill a Battalion Chief vacancy, the most senior non-probationary Captain who has been deemed eligible and who has opted-in and who is available and on duty will be assigned to the Out of Classification position.

(b) If an apparatus operator is absent for more than six (6) consecutive shifts for reasons other than vacation, personal leave, or Kelly Day, any lower ranked bargaining unit member who assumes the duties of the apparatus operator shall be compensated for hours worked at the rate of an additional \$2.00 per hour for the added duties.

Section 9. Compensatory Time. Compensatory time shall be accrued at a

rate equivalent to the overtime rate. A maximum of one hundred-sixty (160) hours of compensatory time earned will be allowed to accrue for eight hour employees and a maximum of one hundred-forty-four (144) hours of compensatory time shall be allowed to accrue for twenty-four (24) hour employees. Officers do not have to take this time, but may carry it over from year to year. An officer may at his/her sole discretion choose between taking overtime in pay or compensatory time at the time it is earned, provided that the Fire Chief or his/her designee may at his/her discretion, designate in advance compensatory time or pay for voluntary assigned overtime to enable control over staffing and budget allocation. Once an officer has elected to take overtime in compensatory time, there shall be no entitlement to receiving payment for said time other than in the form of approved leave. Utilization of compensatory time shall be scheduled with the approval of the appropriate member of management.

An employee in an eight (8) hour position moving to a twenty-four (24) hour position may carry over a maximum of one hundred forty-four (144) hours of compensatory time. Any hours above the maximum one hundred forty-four (144) hours will be paid to the employee at the appropriate rate.

Section 10. Uniforms.

A. Original Issue. The City agrees to provide and maintain without cost to the employee, the following work clothing to all firefighters upon initial hire:

	SUPPRESSION	INVESTIGATION	TRAINING	INSPECTION	PEO
Trousers	4 pair	4 pair	5 pair	5 pair	2 pair
Dress pants	2 pair	2 pair	2 pair	2 pair	5 pair
Shorts	4 pair		4 pair		
Dress shirts short/long sleeve	3 long sleeve or 3 short sleeve or a combination not	3 long sleeve or 3 short sleeve or a combination not to exceed 3	3 long sleeve or 3 short sleeve or a	3 long sleeve or 3 short sleeve or a combination	6 long sleeve or 6 short sleeve or a

	to exceed 3		combination not to exceed 3	not to exceed 3	combination not to exceed 6
Polo shirt	4	4	5	5	2
T-shirt short/long sleeve	6 short sleeve or 6 long sleeve or a combination not to exceed 6	6 short sleeve or 6 long sleeve or a combination not to exceed 6	6 short sleeve or 6 long sleeve or a combination not to exceed 6	1	1
Sweat shirt	2	2	2	2	2
Winter coat	1	1	1	1	1
Non-safety footwear	2	1	2	2	2
Belt	1	1	1	1	1
Class A jacket		1			2

B. Standards. Work clothing must conform to Fire Department standards.

Such standards shall include but not be limited to the manufacturer, color, style, etc. The Department shall provide a listing of work clothing and standards to all employees of the Department. All employees shall be responsible for maintaining their wearing apparel in a neat and presentable condition free of tears and holes.

C. Reimbursement. Investigators shall receive up to one hundred fifty dollars (\$150) per year for clothing reimbursement for civilian attire. Requests for reimbursement shall be made pursuant to Finance Department procedures.

D. Repair and Replacement. The Department shall be responsible for the repair and/or replacement of department issued uniform items no longer suitable for wear due to physical damage, contamination, aging, discoloration, size changes, or other situations deemed appropriate by the designated member of management. Any replacements of t-shirts, polo shirts, sweatshirts and trousers in excess of half of the allotment listed for original issue will be subject to exchange with the exchange occurring

when the replacement item is provided (i.e., the old polo shirt will be exchanged for a new polo shirt). Replacement of nonsafety footwear, including tennis shoes, tactical boots and pull-on boots, is limited to one pair per year. Requests for non-emergency replacement will be made using the following schedule:

Month	Last Name Begins
January	A thru B
February	C thru D
March	E thru G
April	H thru L
May	M
June	N thru R
July	S
August	T thru Z

Section 11. Firearms. The City agrees to provide the firearm, holster and ammunition to each Investigator in the event the Fire Chief determines to require the Investigators to carry sidearms. The City agrees to transfer title of a Department issued weapon to a retiring member if the member has been carrying the Department issued weapon for a period of five years.

In the event the Fire Chief requires Investigators to carry sidearms, bargaining unit members agree to be bound by any standard operating procedures the Fire Chief implements regarding use of force, authorized weapons, and review of use of force incidents. Violations of these standard operating procedures may result in progressive discipline in accordance with Article IX of the City of Topeka Personnel Code.

Section 12. Benefits for Deceased Firefighters.

A. **Lump Sum Benefit.** Where a firefighter in regular pay status with the City dies from an illness contracted or an injury related to the performance of the firefighter's duties, the City shall pay the sum of \$10,000.00 to such beneficiary or beneficiaries as

may be designated by the firefighter on his or her Kansas Police and Fire (KP&F) pension form. In the event the deceased firefighter has designated more than one beneficiary on the KP&F pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

B. Continuation of Health Benefits for Dependents. For a period of 6 months following the death of a firefighter in regular pay status, who dies from an illness contracted, or an injury related to the performance of his/her duties, the City shall pay the difference between the cost of health and/or dental coverage under the firefighter's plan in force and effect at the time of his/her death and the cost of COBRA monthly premium which commences following said death.

Section 13. SCBA Technician. Employees certified as SCBA Technicians and designated at the sole discretion of the Fire Chief, the duties of which shall include repair and maintenance of SCBA, shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to their regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

Section 14. Ladder Testing. Employees designated at the sole discretion of the Fire Chief to be responsible for the annual testing of all Topeka Fire Department ladders shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to their regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

Section 15. Equipment Calibration. Employees designated at the sole discretion of the Fire Chief to be responsible for the calibration and maintenance of monitoring equipment in the Topeka Fire Department (e.g. four gas, carbon monoxide, etc.) shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to

their regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

Section 16. ALS compensation.

A. Advanced Life Support (“ALS”) shall be defined as certain medical procedures or medication administration authorized or defined by protocol or scope of practice for Paramedics or AEMTs.

B. Employees who are Kansas Certified Paramedics (“Paramedics”) who have successfully completed the recruit academy and are approved by Management to provide ALS services, and who provide ALS services shall receive \$6,000 of additional compensation for the calendar year 2025; \$6,500 of additional compensation for the calendar year 2026; and \$7,000 of additional compensation for the calendar year 2027.

C. Employees who are Kansas Certified Advanced Emergency Medical Technicians (AEMTs), who have successfully completed the recruit academy and are approved by Management to provide ALS services, and who provide ALS services shall receive \$4,800 of additional compensation for the calendar year 2025; \$5,200 of additional compensation for the calendar year 2026; and \$5,600 of additional compensation for the calendar year 2027.

D. This ALS compensation will be prorated over the annual pay periods in the respective calendar year.

E. Paramedics: Unless previously approved by Management to provide ALS services, employees assigned to suppression and hired before January 1, 2020, who are certified paramedics and who desire to perform ALS services for the Topeka Fire Department must submit a letter of interest to the Fire Chief within 30 days from the date the Fire Chief provides written notice to provide ALS services. Once approved by

Management, the add pay shall commence no earlier than January 1 of each calendar year. An employee hired before January 1, 2020, who elected to work as a Paramedic may notify the Fire Chief in writing to request to no longer provide ALS services and which will end additional paramedic compensation; such employees may forfeit future opportunities for paramedic compensation.

F. Advanced Emergency Medical Technicians (AEMTs): Unless previously approved by Management to provide ALS services, employees assigned to suppression and hired before January 1, 2022, who are certified AEMTs and who desire to perform ALS services for the Topeka Fire Department must submit a letter of interest to the Fire Chief within 30 days from the date the Fire Chief provides written notice to provide ALS services. Once approved by Management, the add pay shall commence no earlier than January 1 of each calendar year. An employee hired before January 1, 2022, who elected to work as an AEMT may notify the Fire Chief in writing to request to no longer provide ALS services and which will end additional AEMT compensation; such employees may forfeit future opportunities for AEMT compensation.

G. Any notice provided pursuant to this section, as referenced above, will include general information regarding how ALS will be implemented including anticipated duties to be performed.

Section 17. Haz-Mat and Structural Collapse Certification.

Any Bargaining Unit member that receives or has received a certificate of completion from a national, state, local or otherwise recognized authority having jurisdiction for Haz-Mat Tech or structural collapse and of which the same is on file with or approved by the Topeka Fire Department will receive additional pay of \$600 per year,

prorated over twenty-six (26) annual pay periods, with the understanding that they will be expected to fulfill hazmat duties or structural collapse duties when assigned by Management. If any such Bargaining Unit member is permanently assigned to a Haz-Mat or structural collapse unit, such member shall receive an additional \$800 per year, prorated over twenty-six (26) annual pay periods for the duration of that assignment.

Section 18. Personal Protective Equipment Inspection and Testing.

One (1) Bargaining Unit Members per shift shall be designated by the Fire Chief to be responsible for the inspection and testing of Personal Protective Equipment (PPE) in the Topeka Fire Department, defined as such clothing and/or equipment itemized in Article 14, § 3 of this agreement. The selection of such Bargaining Unit Members shall be at the sole discretion of the Fire Chief. Any Bargaining Unit Member selected under this section shall receive twelve hundred dollars (\$1,200) per year incentive pay in addition to their regular pay, prorated over twenty-six (26) annual pay periods.

Section 19. Community Outreach and Specialized Equipment Work.

(a) Any employee designated at the sole discretion of the Fire Chief, or the Fire Chief's designee, to perform any community outreach service work as a representative of the City of Topeka or Topeka Fire Department (e.g., activities sponsored by the Topeka Fire Department such as the Topeka Fire Explorers program and/or the Camp Courage program) shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to the employee's regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

(b) Any employee designated at the sole discretion of the Fire Chief, or the Fire Chief's designee, to be responsible for the specialized maintenance and/or repair of any

Topeka Fire Department equipment not covered by any preceding section of this Article shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to the employee's regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 1. Maintenance. Twenty-four (24) hour firefighter personnel agree to perform daily routine work in connection with maintaining the fire stations and the grounds on which such buildings are located. For purposes of this section, such work shall not include painting or paint preparation which cannot be done safely or major carpentry, masonry, electrical, plumbing, roofing, heating, glass, or floor covering work. Twenty-four (24) hour Fire Investigators shall not be required to perform routine maintenance on buildings and grounds.

Eight (8) hour personnel shall not be required to perform routine work in connection with maintaining the buildings in which they are assigned or the grounds on which the building is located with the exception of maintenance personnel.

Section 2. Parking. Reasonable parking shall be provided by the City for on duty firefighting personnel provided that such space is not needed for other activities as may be determined by the Fire Chief, or his/her designee. Parking permits will be provided for Executive Board members to park at any City parking to be used only while doing Union business pursuant to the City's employee parking policy.

Section 3. Residency.

(a) *City Employees.* All employees must be bona fide residents of the State of Kansas and are encouraged to reside inside the City limits of the City of Topeka.

(b) *Residency – Defined.* “Residency” is defined as the actual principal residence of the individual, where the individual normally eats and sleeps and maintains normal personal and household effects. Residency requirements must be

established within one year of the employee's date of hire. Documents that may be used to verify residency include, but are not limited to, voter registration card, proof of vehicle registration, property record card, property tax statement or valuation notice, executed rental agreement, and state issued identification cards showing proof of residency.

(c) *Critical Response Positions.* Employees employed in critical response time positions, or any others that require immediate physical presence on an as-needed basis, may be required to live within a fixed maximum response time from an identified point of report. Such a requirement shall be identified in the job description and will be a condition of employment. The amount of time allowed for the employee to establish such residence shall be established by the City Manager and provided to the employee in writing.

Section 4. Education Reimbursement. The purpose of the education reimbursement program is to promote improved productivity in City services. Each bargaining unit employee shall be eligible for education reimbursement under the following guidelines:

A. Tuition/Textbook Reimbursement. Only full-time benefit eligible employees may be reimbursed for tuition/textbook expenses for academic or technical courses pursued through recognized educational institutions.

1. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted to while employed with the Topeka Fire Department and the employee must receive at least a 2.0 grade point average.

2. An amount not to exceed one thousand dollars (\$1,000) may be authorized

and reimbursed annually for eligible employees.

3. An employee must complete the request for tuition/textbook reimbursement form as provided by the Human Resources Department and have the concurrence and signature of their immediate supervisor outside of the bargaining unit, the appropriate division head, the Fire Chief, or his/her designee, and the Human Resources Department before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade and proof of payment for the course and/or textbook must be received by the Human Resources Department within two months after the ending date of the course in order for the employee to receive reimbursement.

4. The City will not reimburse employees for special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs.

5. The Fire Chief, or his/her designee, shall make every effort to budget for and approve reimbursement for academic courses for employees. The Fire Chief, or his/her designee, shall approve courses on a first-come, first-served basis in a non-discriminatory manner within appropriate budget constraints.

B. Educational reimbursement for Fire related schools or seminars approved pursuant to the provisions of Section 4 of Article 13.

1. An employee who is attending a fire related school or seminar shall be reimbursed as defined under the IRS per-diem for the region for meals and lodging.
2. Members may be required to share rooms and ground transportation if more than one member attends the same school or seminar.
3. Only the cost of the school or seminar will be prepaid by the Department.
4. Expenses for attending the school or seminar will be reimbursed by the Department when the member completes and submits the proper forms with proper receipts attached and providing that the total reimbursable expense does not exceed the total expenditure authorized by the Fire Chief.
5. The expense voucher provided for in paragraph 4 above must be accompanied by a concise and detailed report on the school or seminar including a listing of the classes attended and a statement relative to the applicability of information presented to the Topeka Fire Department.

Section 5. Legal Counsel. The City will provide legal representation for bargaining unit members against whom suit is brought in civil or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the city shall not be liable for payment under this clause.

Provided, further, that in the event the City, city officials, and a bargaining unit member are sued as a result of actions arising out of the bargaining unit member's official

duties, the bargaining unit member shall be provided with a list of local attorneys approved by Local 83 and the City, from which the bargaining unit member may select counsel of his or her choosing.

Section 6. Employee Assistance Program. The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance (or their families if in the form of family counseling) in such areas as but not limited to, alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed toward their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Fire Chief the employee's personal behavior and/or activity is interfering with the job performance.

Referrals for assistance may be arranged confidentially through the contracting EAP provider by the Fire Chief or his/her designee, the Union Representative, the individual and/or their family. The cost of an initial diagnostic referral shall be at the City's expense. Any subsequent expenses for treatment or diagnosis shall be the employee's responsibility.

This person will have no affiliation with the City or any officials beyond establishing the initial contract for services. This person will not report to the City or any City officials the names of employees or their families who are utilizing this service or the nature of any problems unless with the consent of the employee or when the nature of the problem presents a danger to the employee or others. The employee or his family will incur no expense for the assistance received with the licensed clinical psychologist or psychiatrist on retainer.

ARTICLE 17

DISCIPLINARY ACTIONS

Section 1. Progressive Steps. The City reserves the right to, with just cause, discipline, suspend or discharge employees for violations of City or departmental rules and regulations. Progressive discipline will be applied for infractions or a similar nature which are not serious enough to constitute just cause for immediate suspension or discharge. The progressive disciplinary process involves the following four progressive steps:

First Offense ----- Documented Verbal Reprimand

Second Offense -- Written Reprimand

Third Offense ----- Suspension

Fourth Offense --- Termination

Second and subsequent steps of discipline for offenses of a similar nature may not be taken by Management unless the employee has been served with the earlier disciplinary action and appropriate steps have been taken to place a copy of the prior disciplinary action in the official personnel file in the Human Resources Department.

Section 2. Procedure. The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in further progressive discipline.

A. Disciplinary actions of less than a suspension of fifteen days shall be removed from an employee's personnel file on completion of two years (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

Disciplinary actions of suspensions of fifteen (15) days or more will remain in the employee's personnel file but may not be considered for the purposes of promotion after twenty-four (24) months (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

B. Examples of offenses which may constitute sufficient and just cause for immediate suspension or termination are as follows:

1. Dishonesty in any form or degree.
2. Theft of property belonging to the City of Topeka.
3. Knowingly making false statements in matters relative to employment.
4. Insubordination.
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City of Topeka payroll.
6. Violation of the City's No Harassment or Discrimination policy.
7. Solicitation or acceptance of money or anything of value to influence decision in public matters or as a reward for such decisions.
8. Possession of any type of firearm, explosive or concealed weapon without specific authority.
9. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on duty.
10. Conviction of a crime involving dishonesty, fraud, deception, embezzlement, forgery, criminal threat, or acts of violence.
11. Other violations of a similar nature.

Any violation of policies, rules and/or regulations may constitute just cause for

immediate suspension or termination depending on the circumstances related to the offense.

The Fire Chief, shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City.

C. An employee who has received a disciplinary action of a suspension may make a written request to the Fire Chief to substitute accrued vacation leave for all or any portion of the suspension ordered on an hour for hour basis. The Fire Chief, shall have the sole discretion to either grant or deny the request including the number of hours which may be substituted. The employee who makes the request for substitution shall be deemed to have given up his/her right to grieve the decision to grant to deny the request and the decision of the number of hours granted.

D. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of any appeal filed under the grievance procedures of this agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. Definitions and Procedural Clarifications.

Grievance. An alleged infraction or inconsistency in the administration of a City or Departmental rule, policy, procedure, EEO matter, this Agreement or any other term or condition of employment as governed by this Agreement.

Applicability. This process shall apply to any employee who has been determined by the Public Employee Relations Board to be included within the appropriate unit of firefighters within the City of Topeka, Kansas. The resolution of grievances relating to matters governed by Civil Service rules and regulations may be pursued under the appropriate Civil Service remedy or under the provisions of this Article.

Employee Representation. An employee may represent him/herself through the fifth step of the grievance process with or without legal or other representation. Any costs incurred by the employee for outside counsel shall be the responsibility of the employee, regardless of the outcome of any decisions at any step of the process. Local 83 may initiate the grievance on its own volition.

Written Documentation. Any and all grievances proceeding to and beyond Step 2 of this process shall be on mutually agreed upon forms and shall include a grievance number provided by the Human Resources Department. All grievances and complaints must specify: the problem, including names, dates, places, and quotes, and why the preceding response did not reasonably resolve the problem. Incomplete grievances shall be returned to the grievant by the relevant party, and that grievant shall have forty-eight (48) hours from the day the grievance was returned (exclusive of weekends and holidays)

to complete the grievance and return it or it shall be considered null and void.

Receipt of Grievance or Grievance Response. A grieving or responding party shall serve the grievance or response on the appropriate party as specified in Section 3 herein. If said party is not available to be served, the specified time sequence shall be extended until the appropriate individual can receive the matter personally. The time for answering a grievance will not begin until the proper party has received the grievance or the response. Provided, however, a supervisor may designate a receiving party in his/her absence at his/her discretion.

Failure to Respond. Time sequences shall begin on the day the grievance appeal and/or response is submitted to the appropriate party and the date of receipt shall be noted on the grievance form by the receiving party. A response due on a particular day will be timely if delivered before midnight on that day. In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of management's last determination. In the event management does not respond within prescribed time sequences, the grievance shall automatically proceed to the next step of the grievance process, unless mutually agreed by the parties.

Notice of Intent to Arbitrate. Notices of intent to arbitrate shall be presented to the Director of Human Resources on the proper forms within the prescribed time sequences, and the Director of Human Resources shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an arbitrator shall be made by alternately striking names until one name remains. The party that strikes a name first shall be determined by the flip of a coin.

Malicious/Harassing Intent. If it is found by the arbitrator that either party has referred a problem to arbitration for the purpose of harassment or if the grievance process was not adhered to in good faith or if either party demonstrated malice in forwarding the grievance, then the full cost of arbitration shall be borne by the guilty party.

Section 2. Policy/Rights. It shall be the policy of the City to prevent the conditions which may cause a grievance or complaint, and to deal promptly, fairly, objectively, and in good faith with grievances or complaints which may occur.

Eligible employees shall have the right, without being subjected to restraint, interference, discrimination, reprisal or harassment of any form, to utilize the grievance and complaint procedure when in his/her opinion an action taken against him/her was without just cause.

The employee and/or not more than two (2) representatives shall be granted on duty time off with pay (not to exceed two (2) hours with pay in a seven (7) calendar day period) to facilitate discussions and conferences with City supervisors and/or administrators relating to the resolution of a specific grievance.

The scheduling of such discussions and conferences shall be by agreement of the aggrieved employee, his/her representative(s) and the employee's immediate supervisor.

Local 83 shall furnish to the employer a list of its accredited representatives and will promptly notify the employer of any changes.

All steps of the grievance procedure shall be followed by all parties in good faith and pursuant to the prescribed time frames, unless mutually agreed by the parties.

A Local 83 representative may be present with or without legal counsel at grievance proceedings involving matters of interest to Local 83.

Section 3. Grievance Procedure.

Step One. Informal Resolution. It shall be the policy of the City of Topeka to give individual employees or the Union an opportunity to discuss grievances with supervision in order to find mutually satisfactory resolutions as promptly as possible.

A grievance must be taken to a supervisor outside of the bargaining unit within ten (10) business days following knowledge of a problem. If possible, grievances shall be settled at this level through discussion with the involved parties. Such discussions shall be completed within thirty (30) business days. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within ten (10) business days following completion of discussions, and submitted to Step Two of this procedure. Nothing in this provision shall discourage the resolution of a grievance by lower level supervisory staff whenever possible.

The parties agree that neither the existence nor the utilization of this grievance procedure impairs or in any way interferes with the rights of any member of the bargaining unit to seek redress of any complaints, including an alleged violation of constitutionally protected substantive and procedural due process, in a court of law, unless said grievance is subject to final, binding arbitration as defined herein.

Step Two. The Union Grievance Committee, upon receiving a written, signed grievance petition, shall review the matter to determine if a grievance has merit and shall advise the employee if the Union will support the grievance within ten (10) business days following the receipt of the grievance. In the event the Union will not support the grievance, the employee may participate alone in the remaining steps of this grievance procedure at the employee's sole expense, provided the Union shall be allowed to have

a representative present and will be provided all documents associated with the grievance at the Union's expense.

Step Three. In the event Step Two does not resolve the matter, then within ten (10) business days of the Union Grievance Committee's decision in Step Two, the employee or Union may forward the matter to the Fire Chief, or designee, who shall investigate the matter and render a written decision within ten (10) business days following receipt of the grievance. The Union or Employee shall have ten (10) business days from the date of receipt of the Fire Chief or designee's decision to either accept the decision or proceed to Step Four of this grievance procedure.

Step Four. In the event the grievant believes the Fire Chief's (or designee's) written response does not resolve the matter, the grievant may, within ten (10) business days of receipt of the response, file a grievance with the Department of Human Resources. The Director of Human Resources, or designee, accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The City Manager or designee shall within ten (10) business days investigate and shall, unless sustaining the grievance, conduct an informal hearing giving all parties an opportunity to express their positions and shall, within ten (10) business days from the date of the hearing, deliver a written determination.

Step Five. The final step of the grievance process shall be final and binding arbitration as provided herein. Following receipt of the City Manager or designee's determination in the matter, the union or employee shall have up to ten (10) business days to either accept the determination or issue a notice of intent to arbitrate. The notice of intent to arbitrate shall be in writing and shall be filed with the Department of Human

Resources.

The City agrees to request FMCS rosters for arbitration within ten (10) business days of being provided a notice of intent to arbitrate and pay the entire fee for such roster subject to reimbursement of ½ the cost of the roster from the Union or Employee. In the event the Union, or Employee in the event of an arbitration not supported by the Union, fails to submit payment for its/their ½ share of the costs of obtaining a roster from FMCS within ten (10) business days of receipt of notice to arbitrate, the City shall make a written request for such payment. Failure to submit payment within twenty (20) business days of the City's written request will result in a withdrawal of the notice and the matter shall be considered settled on the basis of the City's last determination.

Section 4. Arbitration Conditions and Restrictions. If binding arbitration is opted for by either the City, Union or the employee, Local 83 shall pay for one-half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the City, provided, however, that Local 83 shall not be responsible for arbitration fees incurred in the event an employee chooses to take a grievance to arbitration without the concurrence of the Union. In such an event, the arbitration fees shall be borne equally by the employee and the City.

The parties will attempt to stipulate to the issues prior to the arbitration. If stipulation on the issue is unattainable, each party shall prepare an issue statement. All issues must be submitted in writing to the arbitrator who shall rule only on the issues as stipulated or determined by the arbitrator based on the issue papers submitted by the parties. The parties may agree at any time prior to appointment of an arbitrator to mediation of any dispute utilizing FMCS.

The arbitrator shall consider all factors relevant to a dispute, including attempted

resolution of problems at preceding steps of the grievance process, whether or not a grievance is being addressed in good faith by either party, and shall attempt to render a decision within thirty (30) business days following completion of hearings and/or submission of post-hearing briefs.

Arbitrations hereunder shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association.

The arbitrator shall not add to, nullify, modify, ignore, amend, or delete any City Ordinance, Council Directive, Departmental Rule, Regulation, or Policy applicable to the dispute being arbitrated.

Either party desiring a transcript of arbitration hearings shall be responsible for the cost of such transcripts.

Finding of the arbitrator shall be final and binding unless the arbitrator's decision exceeds the limits stated herein. If the arbitrator rules outside the scope of his/her authority, his/her decision will be null and void.

Only issues arising following adoption of this policy shall be eligible for arbitration.

The arbitrator shall decide:

- A. Arbitrability of the issue(s);
- B. Whether or not this Agreement has been violated based on the issue(s) presented to the Arbitrator;
- C. Good faith adherence to the process;
- D. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 19

PREVAILING RIGHTS

The City and Union agree to continue existing employee practices and benefits not specifically referred to or modified in this Agreement, provided that continuance of any such benefits shall be consistent with the Management's Rights section of this Agreement and shall in no manner detract from management's ability to conduct business as stated herein.

It is also agreed by and between the parties that all ordinances now in force or hereinafter enacted by the Governing Body, which describe specific benefit and/or condition of employment areas for Local 83 bargaining unit members, shall be referenced as a part of this Agreement.

It is further agreed that bargaining unit members shall be covered by Civil Service provisions as they pertain to initial placement, promotion, and appeal of disciplinary actions as prescribed by Civil Service ordinances and regulations.

ARTICLE 20

COST CONTAINMENTS

The parties hereby agree that the Union shall aid the City in every possible and conceivable manner to avoid the waste of the Fire Department's assets. Local 83 further agrees that they will aid the City to the best of their ability toward acquisition of the uniform goal of increasing the efficiency of all operations which are carried on by the Topeka Fire Department.

ARTICLE 21

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to Management if the public service mission of the City is to function effectively and efficiently. Unless specifically modified by any subsection of this Agreement, Management reserves the right to:

1. Direct the work of the employees;
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
3. Maintain the efficiency of governmental operations;
4. Discipline, suspend and/or discharge employees for proper cause;
5. Take actions as may be necessary to carry out the mission of the agency in emergencies as declared by the City Manager;
6. Determine the methods, means and personnel by which operations are to be carried on;
7. Relieve employees from duties because of lack of work or for other legitimate reasons.

ARTICLE 22

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Agreement is subject to all Federal and State laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be revised as provided herein.

This Agreement shall be binding on any subsequent Union or City elected officials, and no provisions, terms, or obligations herein contained shall be changed for the duration of this Agreement without the mutual consent of both parties. Discussions concerning any changes in this Agreement may be initiated with at least a two (2) week notice to the other party unless mutually agreed by the parties.

ARTICLE 23

FIRE SUPPRESSION PROMOTIONAL EXAMINATION PROCEDURES

Promotions to the ranks of Apparatus Operator, Lieutenant and Captain are governed by the provisions of all Sections of this Article. Promotions to the ranks of Firefighter 2nd class, Firefighter 1st class and Advanced Firefighter are governed by the provisions of:

Section 1. All provisions apply.

Section 2. Only the provisions of Subsections A, B & C apply.

Section 3. Only the provisions of Subsections A1 & A5 apply.

Section 5. All provisions apply.

Section 6. All provisions apply.

Section 7. All provisions apply.

Section 8. Only the provisions of Subsection A apply.

Section 9. Only the provisions of Subsection A, B, & E apply.

Section 10. All provisions apply.

Section 11. Only Subsection A and C applies.

Section 12. All provisions apply.

Section 1. Promotional Examination Guidelines.

- A. Written examinations will be administered through the administrative staff of the Fire Department and the Promotion Board.
- B. The Promotional Board shall consist of one training officer, two members of Management and two bargaining unit members selected by the Union who are equal or above the rank being tested for promotion. The Board shall

monitor all promotional test procedures.

- C. Test questions and answers will be selected and established by the Fire Chief, or his/her designee.

Section 2. Promotional Test Eligibility.

- A. To be considered for promotion from Firefighter 3rd class to Firefighter 2nd class, the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter I must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter I has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.
- B. To be considered for the promotion from Firefighter 2nd class to Firefighter 1st class the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter II must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter II has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.
- C. To be considered for the promotion from Firefighter 1st class to Advanced

Firefighter an individual must hold the rank for one (1) year.

- D. To be considered for the promotion from Advanced Firefighter to Apparatus Operator, the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Driver/Operator Pumper must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Driver/Operator Pumper has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.
- E. To be considered for the promotion from Apparatus Operator to Lieutenant the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Instructor I must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Instructor I has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.
- F. To be considered for the promotion from Lieutenant to Captain, the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Officer I must have been

obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Officer I has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.

- G. Individuals whose tenure with the Department in a bona fide fire service capacity equals at least ninety percent (90%) of the tenure of the most senior individual in the same rank shall be eligible for consideration for promotion to the next rank (the "Ninety Percent Rule"). For example, all Fire Apparatus Operators whose tenure equals at least ninety (90%) of the tenure of the most senior Fire Apparatus Operator shall be eligible for consideration for promotion to Lieutenant. Individuals must be an Advanced Firefighter to be considered for Fire Apparatus Operator; a Fire Apparatus Operator to be considered for Lieutenant; a Lieutenant to be considered for Captain.
- H. If the Ninety Percent Rule does not present a minimum of five (5) candidates, or at least a sufficient number of candidates plus five (5) to fill the foreseeable vacancies at the time, then individuals whose tenure with the Department in a bona fide fire service capacity equals at least ninety percent (90%) of the second senior persons shall also be eligible; ninety percent (90%) of the third; of the fourth, etc., until at least a sufficient number of candidates plus five (5) to fill the foreseeable vacancies are taking the

test.

- I. In case the ninety percent (90%) clause at any time, including first, second, third, and fourth examples, brings in a list of personnel who all have the same seniority date, then this entire group will take the test.
- J. A minimum score of seventy percent (70%) must be met (this includes any deductible point loss from personnel records) to qualify for the promotion. Candidates who have met the seventy percent (70%) requirement shall be promoted in order of seniority when there are different dates of hire.
- K. In the event candidates up for promotion have the same date of hire, the candidate with the highest final written score shall be promoted first. If candidates with the same date of hire have the same final written score, the candidate listed highest on the current seniority roster will be promoted first.

Section 3. Written Test.

The categories from which personnel shall be examined, for the respective rank, a written test given must be restricted to:

- 1. The I.F.S.T.A. Essentials Manual, Topeka Fire Department General Orders, Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test).
- 2. The I.F.S.T.A. Pumping Apparatus Driver/Operator Handbook, I.F.S.T.A. Aerial Apparatus for promotional examinations from Advance Fighter to Apparatus Operator.
- 3. The Topeka Fire Department Training Manuals, I.F.S.T.A. Manuals, General Orders and Rules and Regulations (in effect for at least sixty (60)

calendar days prior to the time of the test).

4. Additional questions for Captain positions may be from the following sources: Reports they are required to file daily, monthly, or yearly, including a summary from National Fire Incident Reporting System (NFIR's).
5. Promotional tests shall consist of multiple choice questions.

Section 4. Practical Examination.

- A. Apparatus Operator – Candidates for the position of Apparatus Operator will participate in a practical test to include the following:
 1. Driving course.
 2. Pump operations.
- B. Lieutenant – Candidates for the position of Lieutenant will participate in a practical test to include the following:
 1. Fire scene scenario.
 2. Citizen interaction.
- C. Captain – Candidates for the position of Captain will participate in a practical test to include the following:
 1. Fire scene scenario.
 2. Employee interaction.

Section 5. Probationary Periods.

- A. All promotions shall be followed by a one (1) year probationary period with an evaluation made at the end of that period based upon the following information:
 1. Personnel and Training Records.

- B. No employee will be promoted to the next higher rank until they have successfully completed their probationary period in the rank they currently hold.

Section 6. Notification. Notice of a forthcoming promotional (written and/or practical) tests shall be posted in all fire stations and departments at least sixty (60) days prior to the test being given. At least thirty (30) days prior to the test being given, management shall provide a study guide for written and practical exams for the ranks of Apparatus Operator, Lieutenant, and Captain.

Section 7. Absence/Exemptions. Any eligible member choosing to be examined as defined in the preceding sections shall request absence from the testing as soon as possible. The following are reasons for excused absence:

- A. Death or serious illness of an immediate family member as defined in Section 1 of Article 11 of this agreement.
 - B. Extended illness of the member with an accompanying doctor's report.
 - C. The applicant's vacation was scheduled prior to the sixty (60) day notice.
- Any member determined eligible for promotional testing who is absent and has not obtained an excused leave shall be removed from the list of those eligible to be tested, and will not become eligible until the next promotional test is given.

Section 8. Testing Times and Locations.

- A. Subject to Section 7, the test shall be given one (1) time at one (1) location to all eligible personnel. Arrangements will be made for all eligible, on duty personnel to take the test at the location designated by the Fire Chief, or his/her designee.

- B. Every effort will be made to test candidates for the positions of Apparatus Operator, Lieutenant and Captain within the first quarter of each year.

Section 9. Test Grading.

- A. No questions will be allowed regarding the test until grading is completed.
- B. Testing and Grading will be by the Promotion Board immediately following the test.
- C. If a tie occurs and the candidates have the same seniority date, the candidate listed highest on the seniority roster will be promoted first.
- D. Following an exam the participant shall receive a written statement of results from the duly authorized test administration.

Section 10. Promotional Test Scores and Ratings. All personnel taking a promotional test shall have their personnel records reviewed for evidence of reprimand or suspension. Any standing written reprimand or suspension shall result in the following point loss in the participants written test score.

- A. Written reprimand. Ten (10) point loss to be reduced two (2) points per year of good conduct after reprimand.
- B. Suspension following a written reprimand. Twenty (20) point loss to be reduced four (4) points per year of good conduct after suspension.
- C. Immediate suspension. Removal from testing eligibility list. Will become eligible on following testing eligibility list.
- D. If any suspension or reprimand is overruled, all rights will be restored on the list of eligible candidates for promotion.

Section 11. Promotion Ranking System.

- A. Firefighters:
 - 1. 50 written question test
 - 2. 100 total points possible
 - 3. 70% of the total points required for passing after point loss

- B. Officers/Apparatus Operators:
 - 1. 100 written question test (100 points)
 - 2. 100 point practical test
 - 3. 70% of each test required for passing after point loss from written test

- C. Upon completion of promotion procedure, a list of promotion standings shall be established and posted in all fire stations and departments within the Fire Department. This list will be used until it is depleted. This list and its order of promotions is subject to variation with subsequent disciplinary actions (see preceding section).

- D. In the event that a candidate who is selected for promotion declines or has not completed the necessary certificates set forth in Section 2(d), (e), and (f), the candidate will be removed from the list of promotion standings and may test again at the next testing opportunity.

Section 12. Failure to Pass Exam.

- A. A Firefighter 3rd class who fails the Firefighter 2nd class examination, a Firefighter 2nd class who fails the Firefighter 1st class examination, or a

Firefighter 1st class who fails the Advanced Firefighter examination on the first attempt, shall be eligible to take such examination a second time no sooner than ninety (90) days from the date of failure. Eligibility for additional opportunities to take such examination shall occur no sooner than twelve (12) months from the date of the failed second test.

- B. An Advanced Firefighter, Apparatus Operator or Lieutenant who fails a promotional exam to the next higher rank will be allowed to take the next scheduled promotional exam. Upon passing of subsequent exam, the employee will be promoted at the top of said testing groups. After promotion to said rank, the employee shall return to their original seniority group for future promotional exams.

ARTICLE 24

RULES AND REGULATIONS

The City agrees to allow Local 83, IAFF, to provide written input concerning departmental rules and regulations, SOP's, and SOG's prior to their presentation in final form to the City Manager for ratification and implementation. The Union will have two (2) calendar weeks to provide information to management which would have bearing on the fundamental issue addressed by any specific policy. If input is not received within the two (2) week period, it shall be assumed that the Union does not have any principle difference in the intended implementation of any such policy.

While the Union will have input into the policy, it should be clearly understood that the promulgation of departmental rules and regulations is a Management prerogative and is not hereby abbreviated or compromised in any manner. Management does, however, agree to give full and due consideration to timely written arguments presented by the Union regarding set departmental rules and regulations.

ARTICLE 25

WELLNESS-FITNESS INITIATIVE

Section 1. Implementation. The parties agree to implement the Joint IAFF-IAFC Wellness-Fitness Initiative. By March 13, 2013, a committee of management and employees will be formed to customize the initiative specific to the Topeka Fire Department.

Section 2. Costs. To support the Wellness Fitness Initiative, there shall be three (3) bargaining unit members, comprising of one (1) member per shift, who will become certified peer-fitness trainers for the program. The Union agrees to share half the cost of the initial certification for three (3) peer-fitness trainers. Those certified peer-fitness trainers will receive incentive pay in the amount of one hundred dollars (\$100.00) per month, not to exceed \$1200.00 per employee per contract year. Certification incentive pay will commence upon completion of certification. The peer-fitness trainers will be bargaining unit members and will be selected from those who apply for consideration based on seniority.

Section 3. Wellness Fitness Program.

All members are eligible to participate in a wellness program with the City Wellness Center by registering with the Wellness Center. The member shall have full access to the facilities within the Wellness Center.

ARTICLE 26
(ELIMINATED)

ARTICLE 27

VACANCIES

The City agrees that when a permanent vacancy occurs in an Apparatus Operator, Lieutenant, or Captain position in suppression it shall be filled within 14 days of the official severance of the vacating department member at the entry salary rate of the vacant position by the next employee on the applicable eligibility roster. Failure of an employee to assume such a position shall cause removal of an employee from the eligibility roster.

Nothing in this section shall prohibit the Fire Chief, or his/her designee, from determining whether or not permanent vacancies other than Apparatus Operator, Lieutenant, or Captain in suppression exist and whether or not permanently filling such other positions is in the best interest of the Fire Service. A permanent vacancy means a position which is open and not subject to a pending grievance or arbitration. In the event of a captain or apparatus operator vacancy created by a disciplinary action that is the subject of a pending grievance or arbitration, the employee filling such vacancy shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties.

ARTICLE 28

MINIMUM FIREFIGHTER STAFF

It is agreed between the City of Topeka and Local 83 that at least four (4) firefighters will be assigned to each first line fire company; provided, however, that at any time the City may alter this staffing pattern so long as there will be enough personnel present at each fire station so that when a fire truck leaves the station on a call, there will be three (3) firefighters staffing the said vehicle, except in inadvertent emergency situations not brought about by the City.

It is further agreed that any supplemental equipment used by firefighters to aid them in the performance of their jobs shall be considered as part of their first line company. Personnel on both the first line company and the supplemental equipment shall be counted in meeting the above staffing requirements for the personnel assigned to the first line company.

Supplemental equipment may be delivered to an ongoing incident by less than three firefighters so long as a first line piece of equipment is not taken out of service. EMS Squads shall be operated by two or more fire personnel, who each possess not less than certification at the level of EMT, for the sole purpose of providing Emergency Medical Service. Except in inadvertent emergencies not brought about by the City, one of the personnel assigned to an EMS Squad shall be an officer. EMS Squads (I.E. brush truck, suburban & pickup) shall not be first line equipment. Supplemental equipment or EMS Squads shall not be manned unless all first line companies are in service. Manning for supplemental equipment and, including but not limited to EMS Squads, shall not prohibit members from utilizing the various leave and vacation time provided for in this contract.

Any time a piece of reserve equipment is staffed and placed in service, as a first line company, it shall meet the staffing clause as set forth in this contract.

Twenty-four (24) hour Investigators shall not be utilized to maintain staffing levels of first line fire companies. Twenty-four (24) hour Investigators shall be subject to emergency transfers as defined in Article 5, Station and Work Assignments, Section 3, Emergency Transfers.

ARTICLE 29

DRUG SCREENING POLICY

Section 1. Definitions.

Aliquot - A portion of a specimen used for testing.

Bargaining Unit Officer - Any officer on the Topeka Fire Department in the pay grade of Lieutenant or Captain.

Chain-of-Custody - The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing and reporting.

Collection Site - A place where employees present themselves to provide, under controlled conditions, a urine specimen which will be analyzed for the presence of drugs.

Confirmatory Test - An analytical procedure which is independent of the initial test to identify the presence of a specific drug or metabolite and which uses a different chemical principle from that of the initial test to ensure reliability and accuracy. Gas chromatography\mass spectrometry (GC/MS) shall be the accepted standard confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine. Evidential breath testing shall be utilized to determine the presence of alcohol.

Confirmed Positive Result - The presence of an illicit substance in the pure form or its metabolites at or above the specified cutoff level identified pursuant to the procedures as specified within the definition of Confirmatory Test as described above.

Director - The Director of the Department of Human Resources or the Director's designee. The designee may be an individual who acts on behalf of the Director to implement and administer these procedures.

Department Head - Person in charge of the Topeka Fire Department.

Division Head - Person in charge of a division of the Topeka Fire Department. (i.e., Training, Fire Prevention, Investigation)

Drug - Any illegal or controlled substance, including alcohol, as defined by the Kansas Statutes Annotated.

Drug Screen - A test to determine the presence of drugs or alcohol.

Employee - An individual employed by the City of Topeka.

Fire Department Officer - Any officer on the Topeka Fire Department holding the rank of Lieutenant or above.

Initial Test - A screen to eliminate negative urine specimens from further consideration or other preliminary test to detect the presence of alcohol.

Negative Result - The absence of drugs in the pure form or metabolites in sufficient quantities to be identified by either an initial screen or confirmatory test or as determined by the Medical Review Officer.

Medical Review Officer - A licensed physician who reviews and interprets positive results of confirmatory tests and evaluates those results together with medical history or any other relevant biomedical information to confirm positive results. This person has knowledge of substance abuse and appropriate medical or forensic training.

Reportable incident-Any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, as well as any incident involving an employee operating a City vehicle or equipment that can be operated on public right-of ways.

Suppression Chief – Deputy Chief of Operations, Shift Commander and

Battalion Chief.

Section 2. Policy Statement.

A. Policy/Procedure:

1. The City of Topeka has a commitment to a drug-free work place.
2. This policy applies to drug screening, education, and rehabilitation for city employees who are suspected of substance abuse, or required to test after a reportable incident—all pursuant to the provisions set forth herein.
3. Drug screens may screen for alcohol and any drugs listed in Schedule I or II of the Kansas Controlled Substances Act, K.S.A. 65-4101*et seq.* Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. Current test levels are reflected within Exhibit A to the City's ARR 102.
4. Specimens collected pursuant to this policy will be used only to test for those substances specified in these procedures and may not be used to conduct any other analysis or test unless otherwise authorized by law or the individual.
5. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) utilizing an Evidential Breath Testing (EBT) device which meets the requirements established by the conforming products list published in the Federal Register. An initial EBT reading of less than .02 shall be considered a negative screen. An initial EBT reading of .02 to .0399 will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive. If the

second test falls within the same range, the individual will be removed from his/her duty assignment for a time not less than 24 hours following administration of the test. All records of EBT test results falling within the .02 to .03999 range under this policy shall be destroyed and not utilized in any other testing or disciplinary action.

6. A reading of .04 or greater on the EBT will result in the necessity of a second test within the time-frame noted in paragraph 5 above. A second EBT test result of .04 or greater will result in the employee being placed on Administrative Leave and directed to the Employee Assistance Program (EAP) for referral to an appropriate drug assessment and education or treatment program approved by the EAP.

7. Collection sites, laboratories and test methods used to conduct drug screens shall comply with accepted practices within the industry and shall comply with all certification requirements. Confirmation tests shall be performed by a Substance Abuse and Mental Health Service Administration(SAMHSA) certified lab. Alcohol testing will be conducted by a certified BAT affiliated with the third-party vendor hired by the City to conduct its drug screenings. The City will provide reasonable prior notice to the Union when changes are made to the vendor(s) selected to serve as collection sites and/or laboratories for the administration of this Drug and Alcohol Policy.

8. Individual drug screen records maintained by the Director pursuant to this policy shall be considered confidential by the City and its representatives to the extent it is appropriate and feasible to observe reasonable expectations of privacy on the part of the individual.

9. Employees shall be informed of the City's drug screening policy prior to being subjected to any drug screens.

10. Chiefs or those persons who have responsibility to administer the City's drug screening policies and procedures shall receive training approved by the Director. In the case of the Topeka Fire Department's contract, Bargaining Unit Officers will also receive this training. For the purpose of this policy, "employees who have responsibility for administering the City's drug screening program" means department heads and their respective administrative and managerial staff who may have responsibility for advising or notifying s employees, preparing and maintaining forms or proposing disqualification or disciplinary actions pursuant to the drug screening policy.

11. Employees may be screened under the following circumstances pursuant to the provisions set forth herein:

- A. Reasonable Suspicion Testing.
- B. Post Reportable Incident Testing.

12. An employee required to submit to a drug screen shall be advised of the following:

- A. Methods of drug screening which may be used;
- B. Substances which may be identified;
- C. Consequences of a refusal to submit to a drug screen or of a confirmed positive result;
- D. Reasonable efforts to maintain the confidentiality of results and any medical information which may be provided; and

E. The right to request that the specimen be split in order for the employee to cause a separate screen to be made with all costs associated thereto to be paid by the employee. This right applies with testing for non-alcohol substances.

13. An employee shall be required to sign the drug screening consent forms. Refusal by the employee to sign the consent forms shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the employee to fulfill a condition of employment, resulting in the employee's immediate discharge from City employment.

14. An employee shall be informed of the drug screening specimen collection location and time. The employee shall be responsible for reporting to the collection site at the scheduled time.

A. An employee who is requested to submit to a drug screen shall be given time off with pay for that purpose.

B. An employee who is requested to submit to a drug screen shall be provided transportation to the testing site by a Suppression Chief who shall identify the employee for the testing facility.

C. Failure by an employee to report to the collection site at the scheduled time shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the to fulfill a condition of employment, resulting in the employee's immediate removal from the employee's duty assignment.

15. Drug screening results shall be reported in as timely a manner as

reasonable and be revealed only to the employee and those persons authorized by the Director as having an established need for the information.

16. A permanent employee who receives a confirmed positive result and who has not previously had a confirmed positive result shall be directed to the Employee Assistance Program for referral to an appropriate drug assessment and education and/or treatment program approved by the appropriate EAP.

A. An employee will be granted leave to participate in an appropriate and approved education and/or treatment program pursuant to this policy for a period not to exceed an aggregate of 60 working days. Upon recommendation of the program provider, leave may be approved beyond these limits solely at the discretion of the Director if the recommended program warrants such an extension.

B. Leave to participate in education and/or treatment programs, as outlined in paragraph A above, shall be granted with pay to the extent the employee has accrued leave and without pay thereafter.

C. The employee shall be required to provide verification to the Director that the employee is participating in an appropriate and approved education and/or treatment program to receive approved leave.

D. The department head shall review the job duties required of the employee to determine whether the employee poses a threat to safety or health at the work site while undergoing out-patient or after-care treatment. The department head may reassign the employee to a light duty assignment in accordance with Article 10, Section 6 of this agreement.

E. Refusal by an employee to enter into an appropriate and approved drug assessment and education and/or treatment program may be grounds for termination. An employee may appeal his/her assignment to a specific program to the Director. The Director shall then determine the appropriate program and the employee shall be required as a condition of continued employment to participate in the program determined to be appropriate by the Director.

17. On completion of the recommended education and/or treatment program, the employee shall be required to provide or release clinical verification to the Director that the employee has successfully completed the recommended education and/or treatment program.

A. For the purposes of the City's drug screening program, successfully completing the recommended education and/or treatment program means the employee achieved and maintained a drug-free state which will normally be determined by a "negative" result from an authorized drug screen.

B. All employees who have entered a program as specified in this section shall be required, as a condition of continued employment, to submit to a drug screen once each quarter for a period of eighteen (18) months commencing sixty days after the date of the drug screen. The specific date each quarter on which the drug screen shall be made shall be at the discretion of the Director and shall not require advance notice to the employee.

18. An employee who receives a confirmed positive result shall be subject to

dismissal as follows.

A. The employee shall be subject to dismissal if the employee is serving an initial employment probation at the time the Director is notified of a confirmed positive result.

B. The employee shall be subject to dismissal if the employee fails to successfully complete an appropriate and approved drug assessment and recommended education and/or treatment program.

C. The employee shall be subject to dismissal if the employee has had a confirmed positive result within the previous five years.

D. The employee shall be subject to dismissal if the employee is classed as a seasonal or temporary employee.

19. This policy shall not preclude the department head from proposing disciplinary action for other aggravating circumstances that occur in addition to a confirmed positive result and which are normally grounds for discipline.

20. Any current employee who intentionally tampers with a sample provided for a drug screen, violates chain-of-custody or identification procedures or falsifies a test result shall be subject to dismissal.

21. If an employee has reason to believe that technical standards were not adhered to in deriving the employee's confirmed "positive" result, the result may be appealed in writing to the Director within 14 calendar days of receiving written notice of the result.

22. An employee shall be afforded due process in accordance with the grievance procedure within this labor agreement if a disciplinary action results from

the drug screening process or the employee alleges other violations of this policy.

23. Only the Director has the discretion to authorize additional tests by the original or a different laboratory on the same or a new specimen, if the Director determines that the technical standards established for test methods or chain-of-custody procedures were violated in deriving a confirmed positive result or has other appropriate cause to warrant additional tests. However, the employee may request and pay any costs associated with an additional drug screen of the original specimen taken for a drug screen by the contracted drug screening facility.

24. The drug screen shall be completed if reasonable suspicion exists that an employee is abusing a drug even if it is determined that the employee is using prescription drugs or medications under the care of a licensed physician. However, in such a case the employee shall be referred to the Medical Review Officer for an evaluation of the employee's ability to perform usual job tasks or whether reasonable accommodations need to be made for the employee's condition which requires the medication.

25. The City recognizes that patterns of behavior that may indicate drug use may also be signs of mental or physical illness. If an employee has a drug screen that involves a physical or mental function and that drug screen is negative, the employee will be referred to the City's health care provider for evaluation for any handicapping condition that may be contributing to the poor work performance.

26. Except where specifically specified in this policy, all expenses for drug screening and occupational health evaluations will be incurred by the City.

Section 3. Authority of Officers.

BARGAINING UNIT OFFICERS shall have the authority and responsibility to document occurrences which may be determined to constitute reasonable suspicion as provided in the following section of this policy.

SUPPRESSION CHIEFS OR DIVISION HEADS shall have the authority and responsibility to document occurrences or assist the BARGAINING UNIT OFFICERS in documenting occurrences which may be determined to constitute reasonable suspicion.

DEPUTY CHIEFS shall have the authority, acting in concert with department heads, the City Attorney and the Director, to determine that reasonable suspicion exists and to require that a drug screen shall be taken. In addition, Deputy Chiefs shall have the authority to make a determination that an employee shall be removed from his/her position pending a drug screen if allowing the employee to continue with his/her duties might pose a threat to the safety or health of the employee, the workforce or the public.

Section 4. Identifying And Documenting Reasonable Suspicion.

A. Reasonable Suspicion. Reasonable suspicion may be documented by any member of the Topeka Fire Department. Identifying and documenting reasonable suspicion shall follow the chain-of-command.

B. Situation Requiring Immediate Action. Situations requiring immediate action (drug screen request) on the part of the Deputy Chief or Department Head include:

1. An on-the-job accident which appears to have been the result of or contributed to by the employee being under the influence of drugs or alcohol;

2. An on-the-job incident that appears to have been caused by or contributed to by the use of drugs;
3. Direct observation by a Suppression Chief, or Division Head, or information reported to and supported by documentation or subsequently verified by the Bargaining Unit Officer, that the employee is unable to carry out the responsibilities of the job, or may be a threat to safety due to suspicion that the employee may be under the influence of drugs or alcohol; and
4. Physical on-the-job evidence of drug use by the employee.

An on-the-job accident, incident or failure to execute job responsibilities does not necessarily indicate drug abuse. However, if any Fire Department Officer observes or learns of any of these situations, and there is reason to believe that the employee may have been under the influence of drugs or alcohol, a Suppression Chief or Division Head must be notified immediately and must make a determination if the incident rises to the level of reasonable suspicion. A Suppression Chief or Division Head will make the determination to proceed with the steps required by this policy to request that the employee undergo a drug screen due to reasonable suspicion.

In situations requiring immediate action (a drug screen request), the Fire Department Officer will first document the incident which led the Suppression Chief or Division Head to believe the employee may have been impaired due to being under the influence of drugs or alcohol. The documentation shall include a full description of the incident including date, time, people involved, behavior,

reactions and how performance was affected or how safety was threatened.

The Suppression Chief or Division Head shall continue to document the situation through notification of and confrontation with the employee as provided in this policy. If the employee may be a threat to safety or may cause undue disruption of work activity, the Fire Department Officer shall see that the employee does not perform his/her assigned duties while decisions are made regarding the drug screen request.

The Suppression Chief or Division Head will then make every effort to confer with the his/her immediate superior or management staff before taking action to remove the employee from the work area. However, in an emergency (accident or threat to safety) it may not be possible to make timely contact with these parties before requiring the employee to leave the work area.

C. Patterns of Deteriorating Performance. When an employee begins to show a pattern of deteriorating job performance, the Fire Department Officer shall take a series of steps over a period of time, each of which requires full documentation. Being under the influence of drugs or alcohol can affect an employee's job performance in many ways and Fire Department Officers must be aware of them. Fire Department Officers need to document the following trends if they appear and the employee has no reasonable explanation for his/her behavior.

General Trends:

Excessive absenteeism; peculiar excuses for absences;

Excessive use of sick leave, particularly for minor illnesses such as colds, flu or stomach problems;

Frequent absences after scheduled days off;

Excessive tardiness;

Long breaks; frequent trips to the bathroom, break area or parking lot and frequent early departures from work;

Higher than normal accident rates;

Changes in appearance, such as flushed face, red or bleary eyes,

Carelessness in dress or appearance; hand tremors; needle marks on the arms.

Smelling of alcoholic beverages or of metabolic byproducts of alcohol, or smelling of marijuana smoke.

Altered consciousness or other signs of central nervous system dysfunction such as lack of coordination, slurred speech, unexplained difficulty in hearing or seeing.

Agitated or aggressive behavior.

Performance Related Trends:

Inconsistent work patterns or disruption of work patterns;

Decreasing reliability; procrastination; memory gaps;

Tendency to neglect details formerly not neglected;

Friction with co-workers; placing blame on others;

Making consistently bad decisions; missing deadlines;

Requesting different job assignments;

Seeking loans from co-workers;

Wasting office supplies or materials due to errors;

Poor service to the public; complaints from the public;

Lack of cooperation; confusion;

Decreased productivity or quality of work; and

Morale problems; unacceptable behavior.

Fire Department Officers should be cognizant that there are obviously other explanations for such trends. Fire Department Officers are not to jump to conclusions, must use good judgment, and must follow the procedures as outlined in this policy.

Documentation of patterns of deteriorating work performance is extremely important to the drug screening program. The documentation provides the basis for a requirement that an employee submit to a drug screen. The performance evaluation process may also be used as part of the documentation.

Fire Department Officers must document actual events and observations rather than hearsay. Documentation will include specific dates, times, people involved, behavior, reactions, overall performance and a general discussion of the circumstances. Fire Department Officers shall not include medical diagnoses, conclusions about medical conditions or opinions about the causes of the observed behavior.

A Deputy Chief or Department Head is not to request that an employee submit to a drug screen based on an isolated situation unless the situation falls within section B above. Nor is a Deputy Chief or Department Head to request that an employee submit to a drug screen without a Suppression Chief or Division Head having first counseled the employee about a pattern of deteriorating job

performance.

During the counseling session, the Fire Department Officer is not to diagnose the employee's problem, but is to point out where and how the employee's work performance has deteriorated. No mention of the employee being under the influence of drugs or alcohol may be made during these counseling sessions. The Fire Department Officer must be careful not to make statements that could be construed as defamation of character. The Fire Department Officer shall provide the employee with suggestions as to how to improve the employee's work performance to a satisfactory level during the counseling sessions. The Fire Department Officer is to encourage the employee to self-refer to the Employee Assistance Program to deal with any problems that might be causing the situation which is affecting the employee's work performance.

A Fire Department Officer must have counseled the employee at least once. Then a Battalion Chief, Shift Commander or Division Head must have counseled the employee at least once before the Deputy Chief or Department Head requests a drug screen unless such drug screen is required pursuant to Section B above. The counseling sessions must be documented thoroughly.

If an employee's job performance has not improved after the documented counseling session and the employee continues to exhibit some of the characteristics outlined above, the confirming documentation shall be presented to the Deputy Chief or Department Head.

The Deputy Chief and the Department Head shall discuss and review the documentation to determine whether the circumstances constitute reasonable

suspicion that being under the influence of drugs or alcohol is the reason for the employee's deteriorating job performance. Factors to consider include the general trends and patterns outlined above and comparisons with the employee's previous work performance.

If the Deputy Chief and the Department Head agree that the employee's work performance has declined to a degree that further steps must be taken and that no improvement has been shown after the counseling session, the Deputy Chief shall consult with the department head, the city attorney and the Director to determine whether a drug screen is warranted and shall be required as a continuing condition of employment.

Section 5. Post Reportable Incident Testing.

A. An employee involved in a reportable incident which arises from the employee's duties shall be tested for alcohol and controlled substance if any of the following resulted from that reportable incident.

1. Personal injury which requires medical attention or a fatality; or
2. One or more vehicles was disabled; or
3. An employee receives a citation for a moving traffic violation; or
4. Reasonable suspicion that the employee may be under the influence of alcohol or a controlled substance.

B. Should an alcohol and a controlled substance test be required, the employee shall be tested immediately following the incident. If the employee cannot be tested within eight (8) hours, the employee's supervisor shall document the reasons therefore.

C. An employee shall submit to a test for alcohol and controlled substance if the employee was involved in a reportable incident. If the employee refuses to be tested, the employee shall be relieved of his or her work responsibilities and may be subject to disciplinary action up to and including termination in accordance with this bargaining unit agreement. If an employee is tested by a law enforcement agency at the scene of an Incident, the employee shall still be subject to testing by the City's designated testing authority.

ARTICLE 30

DURATION

This Agreement shall be effective beginning January 1, 2025 and shall remain in full force and effect through December 31, 2027. The terms and conditions herein shall continue beyond December 31, 2027, until superseded and replaced by a subsequent agreement currently being negotiated by the parties.

If the City changes its EMS delivery model during the term or duration of this Agreement, the parties shall reopen this Agreement to address and resolve: all issues related to the provision of such emergency medical services, including but not limited to employee qualifications, education, training, equipment, work schedules and compensation; and all issues related to the terms and conditions of employment for each member of the bargaining unit, if any, whose terms or conditions of employment are directly or indirectly affected by any such change in its EMS delivery model.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2024, IN
THE CITY OF TOPEKA, KANSAS, BY:

IAFF LOCAL 83

CITY OF TOPEKA

Aaron M. Freeman, President

Robert M. Perez, Ph.D., City Manager

ATTEST:

Collyn Hoffman, Vice-President

Brenda Younger, City Clerk

Jacob French, Secretary

Brandon Adams, Treasurer

CITY OF TOPEKA

Contract No. _____

Agreement between

City of Topeka

and

International Association of Firefighters
Local 83

January ~~2022~~2025 – December ~~2024~~2027



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**AGREEMENT BETWEEN CITY OF TOPEKA
AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 83
PREAMBLE**

This AGREEMENT is entered into by and between the City of Topeka, Kansas, hereinafter referred to as the Employer, City, or Management, and Local 83 of the International Association of Firefighters, hereinafter referred to as the Union.

The parties agree that there shall be no discrimination because of race, disability, creed, gender, sexual orientation, familial status, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

ARTICLE 1

RECOGNITION

The City of Topeka, Kansas recognizes IAFF Local 83 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide Civil Service City Firefighters and EMS personnel specifically in the following classifications and designated as 24-hour or 8-hour bargaining unit members:

- | | |
|-----------------------------------|---|
| Captain (24-hour) | Firefighter Second Class (24-hour) |
| Lieutenant (24-hour) | Training Officer I, II, and III (8 hour) |
| Apparatus Operator (24-hour) | Inspector I, II and III (8-hour) |
| Advanced Firefighters (24-hour) | Investigator I, II and III (24-hour) |
| Firefighter First Class (24-hour) | Public Education Officer I, II and III (8-hour) |
| Firefighter Third Class (24-hour) | Communications Officer I, II and III (8-hour) |

The City agrees to meet and confer with the duly authorized representatives of the bargaining unit concerning matters affecting working conditions and/or grievances of members; and to inform the Union of the new classifications and duties relating thereto, in the bona fide fire service which would be under the Civil Service system, at least thirty (30) calendar days in advance of implementing the new classification. The City further agrees to meet and confer with the Union regarding terms and conditions of employment of any new classification within the bargaining unit.

ARTICLE 2
CHECKOFF

The Employer agrees to deduct the IAFF Local Union membership initiation fees, assessments, dues and/or representation fees once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be delivered and received by the City no later than thirty (30) days prior to the day that said deduction is to be made. The amounts to be deducted shall be certified to the Employer by the official treasurer of the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement, at least once each month no later than ten (10) calendar days from the day said deductions are made, to the official treasurer of the Union. An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld.

The City shall retain a fee of six cents (\$.06) per deduction from the aggregate of the deductions of all employees and/or employees' monies turned over to the treasurer of the Union.

It is further agreed between the parties that the City shall be entitled to retain sixty cents (\$.60) per change in deductions for any single employee's deduction. It is further agreed between the parties that the words "per change in deductions" shall mean only changes in the amount deducted for membership initiation fees, assessments, dues and/or representation fees, or additions to or deletions from payroll deduction for Union purposes.

The above shall not limit the right of any employee who after ninety (90) days from

the date of his/her initial authorization to the Fire Chief, or his/her designee, directing a written request to the Fire Chief, or his/her designee, and Union President stating he/she no longer desires deductions for Union membership initiation fees, assessments, monthly dues and/or representation fees, from having his/her name struck from the list of employees authorizing deductions from their pay.

The Union agrees the Fire Chief, or his/her designee, may post, at any time, a notice on any and all Department bulletin boards, or by any other method the Department may choose, the procedures each employee may follow for instating/canceling his/her deduction for Union dues from his/her pay.

In the event no wages are left in any pay period to meet the Union deduction, the City is not responsible for the deduction of dues. If an employee is on leave without pay for any reason, the City is not responsible for Union dues deductions.

The Union will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with the above provisions.

In the event that any legal action is incurred by the Union because of this provision, the Union shall be allowed to employ their own attorney.

ARTICLE 3

UNION BUSINESS

Section 1. Activities. Authorized, official Union business agents who are not current City employees, not to exceed two (2) at any one time at any one facility, shall have access to the City facilities during working hours to investigate matters directly relating to the administration of this Agreement. However, such individuals shall notify the Fire Chief, or in his/her absence a Deputy Chief, before entering City facilities. It is understood that there will be no interruption or interference with the City's operations and that the visiting agent(s) shall adhere to all City safety and security procedures.

The Union Executive Committee may conduct Union business during on-duty hours and/or on City property provided that the business does not interfere, impede or disrupt assigned duties of the Fire Department per determination of the Fire Chief, or his/her designee. Further, Union business conducted as stated above, shall not cause additional costs or otherwise distract from any employee's work.

Requests to conduct Union business on City property must be made and must receive prior approval of the Fire Chief, or his/her designee, at least twenty-four (24) hours in advance of any intended meeting, unless specifically authorized by the Fire Chief, or his/her designee.

Furthermore, Union meeting space shall be provided for regularly scheduled Union meetings on the first Monday and Tuesday of each month in the basement of the administration building providing that:

The meeting space is cleaned up by the Union immediately after its use; the Union shall be responsible for the security of the building; and any damages which may occur

as a result of Union use of City facilities shall be reimbursed to the City by the Union following a joint investigation of the matter by the Fire Chief, or his/her designee, and Union President.

Section 2. Aid to Other Unions. The City shall not aid, promote, finance or otherwise support any recognized labor group or organization which purports to engage in or make any agreement with any such labor group for the purpose of decertifying or replacing Local 83.

Section 3. Bulletin Boards. The City shall furnish space for the Union on available bulletin boards, not to exceed one-half (1/2) of the total area of the board. Bulletin boards shall be used by the Union for the following notices:

- Recreational and social affairs of the Union
- Union meetings
- Union elections
- Reports of policies of the International Union
- Reports of the Union
- Newsletters

Notices and announcements shall not contain any discriminatory, sexual, or libelous statements, materials or endorsements of political candidates.

Notices may be posted during normal working hours, providing a copy is made available to the Fire Chief, or his/her designee.

All posted materials shall be signed by the President of the Union or his/her designated representative. Any violation of this article shall entitle the City to remove that notice and/or announcement from the bulletin boards.

Section 4. Copy Machine Use. The City shall allow the Union's Executive Board to use the copy machine located in the administration office, provided that:

- A. The work area is left clean and orderly;
- B. The Union reimburses the City three cents (\$.03) (including paper) for every copy run;
- C. The running of copies does not impede or interfere with normal work activities of Fire Department personnel; and
- D. Use shall be limited to running copies of official Union business notices and related material and shall not be utilized for bulk copying which can cause excessive wear and tear of the copier.

The City shall keep accurate records of the number of copies run per month, and the Union shall reimburse the City for the copies at least quarterly or as may be required by the Fire Chief, or his/her designee.

Further, the Union shall advise the City of supplies needed to operate the copier and of any breakdowns or malfunctions of the copier while in use by the Union.

Section 5. Leave for Union Officials for Union Business. Members of the Union's Executive Board, or the Union's designees, shall be allowed paid leave, which shall not be deducted from the employee's accrued leaves, to attend the following Union functions:

- KANSAS STATE FIREFIGHTERS ASSOCIATION
 - 6 (six) Local 83 Bargaining Unit Members
- KANSAS STATE COUNCIL OF FIREFIGHTERS
 - 4 (four) Local 83 Bargaining Unit Members
- IAFF BI-ANNUAL CONVENTION
 - 4 (four) Local 83 Bargaining Unit Members
- IAFF 2nd District Caucus
 - 4 (four) Local 83 Bargaining Unit Members

There shall be a minimum of two (2) seminars per year, provided that staffing levels are not unreasonably and unduly affected as provided in this agreement. Additional

seminars may be approved by the Fire Chief, or his/her designee. Paid leave will be granted to attend these seminars and will not be deducted from the individuals leave accruals.

Further, the Fire Chief, or his/her designee, shall allow Executive Board members time off for regular and special meetings called by the Union President pursuant to Union bylaws.

Requests for time off under this provision must be submitted in writing to the Fire Chief, or his/her designee, at least two (2) calendar weeks in advance of the requested time off unless approved by the Fire Chief, or his/her designee, and must include literature indicating the times and dates of the Union function and/or seminar. Commencing January 1, 2011 a Union representative of the Safety and Spec committees will be granted time off with pay and shall have all their expenses paid by the City to attend the bi-annual Redmond symposium. All appropriate documentation will be filed as described in Article 16, Section 4, Paragraph B.

Section 6. Mail. Union related mail shall be distributed through the regular Fire Department interoffice mail by Fire Department personnel, provided the deliveries do not necessitate special or extra trips.

Section 7. Negotiating Meetings. A maximum of six (6) on-duty members of the Local 83 negotiating team shall be granted time off with pay to attend meetings which are mutually set by the Employer and the Union, provided an employee's attendance does not unreasonably and unduly affect staffing levels specified in this Agreement. Such employer/employee meetings shall not be charged against any attending employee's leave time. Additional time off with pay shall be granted by the Fire Chief, or his/her

designee, to members of the Local 83 negotiating team for discussing the results of meetings or to prepare meetings at his/her discretion following a request by the Union's chief negotiator.

Section 8. Office Space. The Employer agrees to provide office space at No.3 Fire Station, 318 Jefferson, for Local 83. ~~The Employer further agrees to allow the installation of a telephone in the above mentioned Union office and the fire station to which the Union President is assigned. Cost of the telephone shall be paid by Local 83.~~ The Employer agrees to allow use of City utilities for the office space, provided that the Union practice conservatism in the use of any utilities and continued cleanliness of the area as may be required by the Fire Chief, or his/her designee.

Any repairs or maintenance of the office space desired by the Union shall be the sole responsibility of the Union.

Section 9. Witnesses for Disciplinary Proceedings. Employees shall, on request of the employee, have the right to have a Union witness present during any interrogation by management for which the employee might reasonably believe that disciplinary action will result from facts stated during the interrogation.

Employees shall have the right to have a Union witness present if a bargaining unit member is to receive a formal adverse action which is intended to be a part of the employee's official personnel record. Employees shall be advised of their right to a Union witness by the supervisor taking the action.

This Section shall not apply to minor infractions such as uniform violations or personal appearance problems where immediate correction is warranted, provided no reference of these actions are made a part of the employee's personnel record.

An action shall be administered as promptly as possible and union witnessing shall be limited to the most readily available individual who may be the member's assigned steward, a member of the Executive Board, or another bargaining unit member at the discretion of the individual receiving the action.

Individual employees shall not be compelled to have a Union witness present, and a Union witness shall not actively participate in the administration of an adverse action.

Section 10. President's Time Off. The Union President and the Executive Board shall be allowed paid leave, which will not be deducted from leave accruals, to participate in additional Union functions and/or community services, as determined by the Union President, not listed in the above sections of this article, not to exceed 240 (two hundred and forty) hours annually. Such time off shall be approved by the Fire Chief, or his/her designee, provided that staffing levels are not unreasonably or unduly affected as provided in this agreement.

Additional hours beyond the 240 may be granted to the Union President with the approval of the Fire Chief or his/her designee. The remainder of the Executive Board members will be allowed 120 (one hundred twenty) hours to perform similar functions or fill-in for the President as determined by the President and approved by the Fire Chief.

The hours provided in this section shall count as hours worked for the purpose of computation of maximum hours per work cycle as provided for in Article 4 of the Agreement.

ARTICLE 4

HOURS OF WORK

Section 1. Hours Defined. For the duration of this agreement, subject to change in future agreements, bargaining unit members assigned to twenty-four (24) hour shifts, as identified in Article 1, shall work maximum hours during work cycles as defined in Section 2 of this article.

Members shall receive their regular hourly rate of pay plus compensation of one-half (1/2) additional hourly rate of pay for each hour worked in excess of the hours per cycle in Section 2 of this article.

All twenty-four (24) hour bargaining unit members shall work a twenty-four (24) hour shift commencing at 0700 and ending at 0700 the following day. There shall be three (3) shifts to accomplish this schedule and they shall make rotation as follows: ABC BCA CAB.

All eight (8) hour bargaining unit members, as identified in Article 1, shall work a forty (40) hour week exclusive of lunch breaks, whose hours will be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch break except as may be arranged with the appropriate member of management.

Personnel approved for Light Duty assignment may be scheduled 8:00 a.m. to 5:00 p.m. at management's discretion.

By mutual agreement between Specialty personnel and management, different work times and flexible work schedules (flex time) may be arranged.

Section 2. Work Cycles.

KELLY DAY	PERIOD		CYCLE DURATION	MAXIMUM HOURS	KELLY DAY HOURS
	Start Date	End Date			
1021	<u>02/09/2501/02/22</u>	<u>03/07/2501/28/22</u>	27 DAYS	204 HRS	24 HRS
	<u>03/08/2501/29/22</u>	<u>04/03/2502/24/22</u>	27 DAYS	204 HRS	
1032	<u>04/04/2502/25/22</u>	<u>04/30/2503/23/22</u>	27 DAYS	204 HRS	24 HRS
	<u>05/01/2503/24/22</u>	<u>05/27/2504/19/22</u>	27 DAYS	204 HRS	
1043	<u>05/28/2504/20/22</u>	<u>06/23/2505/16/22</u>	27 DAYS	204 HRS	24 HRS
	<u>06/24/2505/17/22</u>	<u>07/20/2506/12/22</u>	27 DAYS	204 HRS	
1054	<u>07/21/2506/13/22</u>	<u>08/16/2507/09/22</u>	27 DAYS	204 HRS	24 HRS
	<u>08/17/2507/10/22</u>	<u>09/12/2508/05/22</u>	27 DAYS	204 HRS	
1065	<u>09/13/2508/06/22</u>	<u>10/09/2509/01/22</u>	27 DAYS	204 HRS	24 HRS
	<u>10/10/2509/02/22</u>	<u>11/05/2509/28/22</u>	27 DAYS	204 HRS	
1076	<u>11/06/2509/29/22</u>	<u>12/02/2510/25/22</u>	27 DAYS	204 HRS	24 HRS
	<u>12/03/2510/26/22</u>	<u>12/29/2511/21/22</u>	27 DAYS	204 HRS	
1087	<u>12/30/2511/22/22</u>	<u>01/25/2612/18/22</u>	27 DAYS	204 HRS	24 HRS
	<u>01/26/2612/19/22</u>	<u>02/21/2601/14/23</u>	27 DAYS	204 HRS	
1098	<u>02/22/2601/15/23</u>	<u>03/20/2602/10/23</u>	27 DAYS	204 HRS	24 HRS
	<u>03/21/2602/11/23</u>	<u>04/16/2603/09/23</u>	27 DAYS	204 HRS	
1109	<u>04/17/2603/10/23</u>	<u>05/13/2604/05/23</u>	27 DAYS	204 HRS	24 HRS
	<u>05/14/2604/06/23</u>	<u>06/09/2605/02/23</u>	27 DAYS	204 HRS	
11110	<u>06/10/2605/03/23</u>	<u>07/06/2605/29/23</u>	27 DAYS	204 HRS	24 HRS
	<u>07/07/2605/30/23</u>	<u>08/02/2606/25/23</u>	27 DAYS	204 HRS	
11211	<u>08/03/2606/26/23</u>	<u>08/29/2607/22/23</u>	27 DAYS	204 HRS	24 HRS
	<u>08/30/2607/23/23</u>	<u>09/25/2608/18/23</u>	27 DAYS	204 HRS	
11312	<u>09/26/2608/19/23</u>	<u>10/22/2609/14/23</u>	27 DAYS	204 HRS	24 HRS
	<u>10/23/2609/15/23</u>	<u>11/18/2610/11/23</u>	27 DAYS	204 HRS	
11413	<u>11/19/2610/12/23</u>	<u>12/15/2611/07/23</u>	27 DAYS	204 HRS	24 HRS
	<u>12/16/2611/08/23</u>	<u>01/11/2712/04/23</u>	27 DAYS	204 HRS	
11514	<u>01/12/2712/05/23</u>	<u>02/07/2712/31/23</u>	27 DAYS	204 HRS	24 HRS
	<u>02/08/2701/01/24</u>	<u>03/06/2701/27/24</u>	27 DAYS	204 HRS	
11615	<u>03/07/2701/28/24</u>	<u>04/02/2702/23/24</u>	27 DAYS	204 HRS	24 HRS
	<u>04/03/2702/24/24</u>	<u>04/29/2703/21/24</u>	27 DAYS	204 HRS	
11716	<u>04/30/2703/22/24</u>	<u>05/26/2704/17/24</u>	27 DAYS	204 HRS	24 HRS
	<u>05/27/2704/18/24</u>	<u>06/22/2705/14/24</u>	27 DAYS	204 HRS	
11817	<u>06/23/2705/15/24</u>	<u>07/19/2706/10/24</u>	27 DAYS	204 HRS	24 HRS
	<u>07/20/2706/11/24</u>	<u>08/15/2707/07/24</u>	27 DAYS	204 HRS	
11918	<u>08/16/2707/08/24</u>	<u>09/11/2708/03/24</u>	27 DAYS	204 HRS	24 HRS
	<u>09/12/2708/04/24</u>	<u>10/08/2708/30/24</u>	27 DAYS	204 HRS	
12019	<u>10/09/2708/31/24</u>	<u>11/04/2709/26/24</u>	27 DAYS	204 HRS	24 HRS
	<u>11/05/2709/27/24</u>	<u>12/01/2710/23/24</u>	27 DAYS	204 HRS	
12120	<u>12/02/2710/24/24</u>	<u>12/28/2711/19/24</u>	27 DAYS	204 HRS	24 HRS

	12/29/27 11/20/24	01/24/28 12/16/24	27 DAYS	204 HRS	
122	12/17/24	01/12/25	27 DAYS	204 HRS	24 HRS
	01/13/25	02/08/25	27 DAYS	204 HRS	

Kelly days will be available at a rate as provided above and shall be taken in full within the period which they are available.

If any member has not taken his/her Kelly Day within the work cycle(s) they are available, that Kelly Day shall be lost.

Kelly Days shall be chosen in accordance with Article 6, Section 6 of this agreement.

Section 3. Computation of Maximum Hours Per Work Cycle. Time paid for but not worked is not considered compensable time for purposes of determining overtime eligibility. Thus, any leave time taken during a work cycle (as defined in Section 2 above) will reduce or eliminate the scheduled overtime that would otherwise be earned during that period. Examples of such leave shall include, but not be limited to, vacation, sick leave, holiday-vacation, Kelly Day, emergency leave, special leave (for non-duty related reasons to be considered by management on an individual case basis, excluding special leave for union business as defined in Article 3 of this Agreement), military leave, or compensatory time.

ARTICLE 5

STATION AND WORK ASSIGNMENTS

Section 1. Station Transfers. Transfers between work stations shall not be performed in an arbitrary or capricious manner. Written requests for reasons for transfers shall be explained in writing by Management to each transferred party, prior to consummation of the transfer. Final decisions regarding transfers will rest with Management.

Transfers arranged between bargaining unit members must be requested in writing by both affected parties, in advance. Final approval on these transfers regarding time and acceptability will rest with Management.

Section 2. Specialty Assignments. Transfers between work assignments; i.e., Suppression to Specialty and vice versa, shall not be performed in an arbitrary or capricious manner.

A. Notification. Transfer opportunities from Suppression to Specialty shall be posted at least ten (10) calendar days in advance of selection for transfer. Announcement of actual transfers within Suppression shall be, whenever possible, a minimum of fourteen (14) calendar days prior to the effective date and posted in all stations and divisions.

B. Requirements and Preference. Bargaining unit members shall not be considered for specialty positions until they achieve the non-probationary rank of advanced firefighter. Bargaining unit members applying for a specialty position that have achieved the non-probationary rank of Lieutenant or above shall be given preference when candidates are qualified.

C. Procedure for Selection. Applications for specialty positions must be

submitted through the City's Internal Application Process. The selection process will be determined by the Fire Chief or designee and may include testing, evaluation, and interviews with management from the Topeka Fire Department and related service professionals with the final selection being made by the Fire Chief or designee.

D. Probation. The employee transferring to specialty from suppression shall serve a one (1) year probationary period prior to being eligible for promotion to the next specialty level, up to level III. The employee may be returned to their previously held suppression rank with a corresponding adjustment in base pay at any time during the Level I probationary period. Failure to meet the requirements to advance to the next specialty level may result in a transfer of the employee back to the last suppression rank held. Management may choose to extend the probationary period for up to one (1) additional year to allow the employee an opportunity to meet the requirements of advancement.

E. Advancement requirements. Bargaining unit members assigned to specialty positions levels I, II, and III, shall meet eligibility requirements in order to advance to the next specialty level.

(1) Advancement from I to II:

- Obtain or maintain certification license for the specialty position, as determined by the Fire Chief or designee that shall be provided to the employee at no cost during on-duty hours or paid off-duty status and that can be obtained within eighteen (18) months.
- Satisfactorily completed a one (1) year probationary period in Level I.

(2) Advancement from II to III:

- Obtain one or more advanced certifications, as determined by the Fire Chief or designee that shall be provided to the employee at no cost during on-duty hours or paid off-duty status and that can be obtained within eighteen (18) months.
- Satisfactorily completed a one (1) year probationary period in Level II.

F. If a Captain is selected to fill a specialty position, they may be placed as a Level III for purposes of pay, but shall be required to meet the other eligibility requirements.

Section 3. Specialty to Suppression Transfers.

A. Voluntary. Any member of a specialty unit voluntarily transferring to suppression will return to the last suppression rank held, provided that if the rank the employee's group is in at the time of return to suppression did not exist at the time of or during the employee's assignment in specialty, the employee will return to the rank his/her group now holds but only for salary purposes until the employee completes a qualifying period in suppression (before being given full authority and responsibility in the rank) as specified for promotional eligibility as follows: the employee must serve the months or years in suppression equal to the time spent in specialty, or a maximum of ~~two (2)~~ year~~s~~ one (1) year in suppression equal to the time in specialty before full seniority and rank are restored

B. Involuntary. Bargaining unit members who are involuntarily transferred from specialty to suppression, and such involuntary transfer is not the result of disciplinary action or inability to perform the job to which the member is assigned, shall return to the last suppression rank held, provided that if the rank the employee's group holds at the

time of return to suppression did not exist at the time of or during the employee's assignments in specialty, the employee will return to the rank his/her group now holds but only for the purpose of title. His/her specialty rate of pay shall be frozen for a period not to exceed five (5) calendar years or until his/her salary falls in line with the established rate for the classification in suppression to which they are assigned). If the employee's specialty position or job description significantly changes, as determined by Human Resources, (hours of work, job duties and responsibilities) and the employee elects to return to Suppression, the employee will continue to be paid his/her Specialty rate for a period of two (2) years. Following this, the employee's base pay shall be consistent with the rank being held or until such time that the employee completes a qualifying period in suppression (before being given full authority and responsibility in the rank) as specified for promotional eligibility as follows: the employee must serve the months or years in suppression equal to the time spent in specialty, or maximum of ~~two (2) years~~one (1) year, before full seniority and rank are restored.

C. Emergency Transfers. Emergency transfers shall be affected by Fire Department seniority as provided in Article 8, provided however that the Department reserves the right to determine which Specialty Division shall be utilized for such emergency transfers and the number of employees who shall be transferred from each Division.

Employees who have not completed their probationary periods in a Specialty Division may be selected for transfer without regard to seniority.

An employee transferred from Specialty to Suppression in emergency situations shall be assigned by the Fire Chief. Pay shall be continued at the Specialty salary rate.

Section 4. Major Transfers. The City agrees to make all major transfers by the beginning of the first K-Day period of the year whenever possible.

Section 5. Shift Exchange. To the extent permitted by 29 U.S.C. §207(p)(3) and 29 CFR 553.31 and provided that there is no expense to the City of Topeka, other than Worker's Compensation or other benefits that the City would be obligated to pay in case of injury or death from a work related accident or illness, Employees shall, with the prior approvals of the Company Officer, Battalion Chief, and Shift Commander, or above, have the right to exchange partial or full shifts when, in the opinion of management, the change does not interfere with the operation of the Fire Department. In the event of a bona fide emergency where an employee must immediately leave the workplace, the Company Officer may grant such permission to the employee to either use leave or exchange a shift, provided the Company Officer immediately notifies the Battalion Chief or Shift Commander by phone or radio of the change in personnel status. All time traded pursuant to a shift exchange must be paid back ~~by the exchange of time~~ within a twelve (12) month period. ~~Sub time not repaid within twelve (12) months will be deducted from accrued vacation. Sub time not repaid at retirement, resignation or termination of employment will be deducted from accrued vacation leave, if available, or from final wages.~~ Shift exchanges are allowed for a maximum of 288 hours per calendar year.

Leaves and/or actions shall apply to a substitute as if he/she were normally scheduled to work. In the event that an employee who is a Sub In utilizes sick leave during the scheduled Sub In time, he/she will be prohibited from exchanging time for a period of 6 months for the first occurrence. Any subsequent uses of sick leave by the same employee while in a Sub In status will result in he/she being prohibited from exchanging

time for a period of 1 year. The Fire Chief, at his/her sole discretion, may waive the penalty stated above. A Sub Out is responsible for working their assigned shift or finding another Sub In if they have been notified at least fifteen (15) calendar days in advance that the Sub In is unavailable due to extended medical leave, unpaid leave or termination of employment.

A Training Officer can exchange time with another Training Officer in accordance with this section with approval of the Fire Chief or designee.

An Investigator can exchange time with another Investigator in accordance with this section with approval of the Fire Chief or designee.

Section 6. Minimum Qualifications.

A. Employees are expected to maintain the minimum qualifications of the position and be qualified to perform their job duties.

B. The City agrees to provide training or the opportunity for training in achieving and maintaining certifications required to maintain minimum position qualifications. The City will make on duty training available for the minimum number of hours mandated by the state of Kansas for EMS recertification on an annual basis. The City will provide all mandatory recertification hours and will be responsible for all costs and/or fees associated with such recertification offered through the City. National certifications for Hazmat Tech and Structural Collapse, or any other certifications which qualify for additional pay, will not be subject to this section.

C. Specialty employees who fail to maintain certifications required to perform their job assignment may be returned to their previously held suppression rank at the currently applicable pay rate for such rank. Employees on long term sick, injury, or military

leave will be provided adequate opportunity to obtain/restore certifications required for the position.

D. Employees who fail to maintain Kansas EMT-B certification will be terminated. Any employee hired after January 1, 2020, who possesses certification as a Kansas Certified Paramedic ("Paramedic") and who is approved by Management to work as a Paramedic, or any employee who obtains paramedic certification after January 1, 2020, and who is approved by Management to work as a paramedic, shall be required to maintain certification. Any employee hired after January 1, 2022, who possesses certification as a Kansas Certified Advanced Emergency Technician ("AEMT") and who is approved by Management to work as an AEMT, or any employee who obtains AEMT certification after January 1, 2022, and who is approved by Management to work as an AEMT, shall be required to maintain certification.

E. Employees who lose driving privileges for more than sixty days or are convicted of a DUI offense may be subject to progressive discipline, up to and including immediate termination. "Convicted" for purposes of this section includes a "no contest" or "guilty" plea or a finding of guilty; conversely "convicted" shall not include a deferred prosecution or a successfully completed diversion.

F. An employee who fails, at any time during employment with the City, to satisfy insurability guidelines as set forth within the City Vehicle Policy shall not, under any circumstances, drive a city vehicle and may be subject to progressive discipline, up to and including immediate termination, unless such employee is reassigned pursuant to subsections (1) - (4) below. Inability to operate a city vehicle may also subject the employee to the following sanctions:

(1) If holding the position of Apparatus Operator, the employee may be reassigned to the position of Advanced Firefighter at the pay rate assigned to that position.

(2) If holding the position of Advanced Firefighter or a lower rank, the employee may be terminated or may be reassigned to any lower-ranking position at the pay rate assigned to that position.

(3) If holding any specialty position, the employee may be reassigned to their previously held position. If such previous position was an Apparatus Operator or Advanced Firefighter, the provisions of subsections (1) and (2) above shall apply.

(4) An employee shall not be eligible for promotion until the employee is permitted to operate a city vehicle as established by insurability guidelines within the City Vehicle policy and the provisions of this section shall supersede any conflicting provisions within Article 23; provided however, that once the period of ineligibility expires, the employee shall be immediately returned to their prior rank for the purpose of compensation. The employee will be returned to their previous position at the earliest possible opportunity.

(5) An employee shall not be eligible for out-of-class assignment until the employee is able to operate a city vehicle as established by insurability guidelines within the City Vehicle policy.

(6) For purposes of this Article, any bargaining unit member reassigned herein shall be allowed to test for all promotions. Bargaining unit members on a promotions list at the time they lose eligibility under the City's vehicle policy shall,

upon gaining eligibility, be returned to their previously held position on the promotions list.

(7) Driving and related insurability matters not expressly covered by this agreement shall be addressed in accordance with the current City Vehicle Policy.

Section 7. Mileage Reimbursement. Use of an employee's private vehicle for the performance of ~~his/her~~ official duties shall be approved by the Fire Chief or ~~his/her~~ designee. The reimbursement for use of a private vehicle shall be the current IRS mileage reimbursement rate, not less than forty cents (\$.40) per mile. Requests for reimbursement shall be submitted on the ~~the Miscellaneous Reimbursement form provided by the Fire Department. Attachments shall include: Form A Travel~~form(s) provided by management, including mileage log. Requests for reimbursement shall be submitted by the 15th day following the end of the previous quarter. Failure to do so may result in the reimbursement request not being considered.

Due dates are as follows:

For the period	Jan – Mar:	Apr 15 th
	Apr – Jun:	Jul 15 th
	Jul – Sep:	Oct 15 th
	Oct – Dec:	Jan 15 th

ARTICLE 6

VACATION

Section 1. Definitions. A four (4) hour vacation shall be any consecutive four (4) hour period except that a four (4) hour vacation must fall within the hours of 0700 to 2300 hours.

One half (1/2) day vacation shall be a twelve (12) hour scheduled working period from either 0700 hours to 1900 hours or 1900 to 0700 hours.

One (1) day vacation shall be a twenty-four (24) hour scheduled working period from 0700 to 0700 hours.

One (1) week vacation shall be three (3) consecutive twenty-four (24) hour scheduled working periods.

Kelly Day shall be a scheduled working period as provided for in Article IV, Section 2 of this Agreement.

Section 2. 24-Hour Employee Accumulations.

Twenty-four (24) hour bargaining unit employees shall earn vacation by pay period according to the following:

A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation per pay period at the rate of 5.539 hours per pay period, not to exceed 144 hours per year.

B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation per pay period at the rate of 8.308 hours per pay period, not to exceed 216 hours per year.

C. From the beginning of the tenth year of service to the end of the fourteenth

year of service, firefighters shall accrue vacation per pay period at the rate of 9.692 hours per pay period, not to exceed 252 hours per year.

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation per pay period at the rate of 11.077 hours per pay period, not to exceed 288 hours per year.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 12.462 hours per pay period, not to exceed 324 hours per year.

F. From the beginning of the twenty-fifth year, and for succeeding years of service, firefighters shall accrue vacation at the rate of 13.846 hours per pay period, not to exceed 360 hours per year.

G. Maximum Accrual Rate (Effective Date January 31, 2005)

1. A twenty-four (24) hour employee shall be eligible to accrue a maximum of 720 vacation hours.

2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 720 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 360 hours. The amount greater than the 720 hour limit must be used in the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 3. 8-Hour Employee Accumulations.

A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation at the rate of 3.696 hours per pay period, not to exceed 96 hours per year.

B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation at the rate of 4.616 hours per pay period, not to exceed 120 hours per year.

C. From the beginning of the tenth year of service to the end of the fourteenth year of service, firefighters shall accrue vacation at the rate of 5.536 hours per pay period, not to exceed 144 hours per year.

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation at the rate of 6.364 hours per pay period, not to exceed 168 hours per year.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 7.384 hours per pay period, not to exceed 192 hours per year.

F. From the beginning of the twenty-fifth year of service to the end of the twenty-ninth year of service, firefighters shall accrue vacation at the rate of 8.304 hours per pay period, not to exceed 216 hours per year.

G. From the beginning of the thirtieth year, and for all succeeding years of service, firefighters shall accrue vacation at the rate of 9.232 hours per pay period, not to exceed 240 hours per year.

H. Maximum Accrual Rate (Effective Date January 31, 2005)

1. An eight (8) hour employee shall be eligible to accrue a maximum of 480 vacation hours.

2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 480 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 240 hours. The amount greater than the 480 hour limit must be used in the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 4. Accrual Status. An employee must be performing assigned duties or on authorized accrued, paid leave in order to be eligible to accrue vacation time. An employee in a non-pay status such as a leave of absence or suspension shall not accumulate vacation leave for the duration of the non-pay status.

Section 5. Minimum Use and Entitlement. All bargaining unit members will accrue vacation solely on a pay period basis and shall not be allowed to take vacation time in advance of accrual. Accrued vacation may be utilized any time on or after January 1 with approval of the immediate supervisor outside of the bargaining unit.

In case of voluntary resignation, if the member does not give prior written notice of such intent, the member shall forfeit any such accruals. Written notice shall be at least two (2) weeks prior to the intended resignation.

Except as otherwise provided herein, ~~V~~vacation choices shall be scheduled at a time desired by the bargaining unit member in minimum four (4) hour increments for 24-

hour bargaining unit members and in one (1) hour increments for 8-hour bargaining unit members.

Section 6. Vacation Selections.

A. Advance Draw – 24 Hour Personnel. This provision shall not apply to vacation draws of less than one-half (1/2) day. To receive approval for vacation, advance notice must be given to the appropriate supervisor outside the bargaining unit by 7:00 p.m. on any duty day prior to the requested time off. Members requesting advance draw vacation will be notified as to whether a vacation request has been approved by 9:00 p.m. on the day the request was made. One member from each fire company shall be granted vacation in advance for any given day, if requested, provided there are at least four (4) fully staffed companies in service each day.

Investigators are not included in the number of approved company personnel for advanced draw vacations.

B. On Duty - 24 Hour Personnel. If a member from a company that has no member on approved leave for vacation, Kelly Day or personal day (collectively “approved leave”) on that day and requests vacation, such member shall be considered a First Out. If a member from a company that has a member on approved leave on that day requests vacation, such member shall be considered a Second Out. First Out requests shall have priority over Second Out requests except as follows: For requests between 0600 and 0700 hours (on-duty draws) on that day, a 12 or 24 hours First Out request will take priority over a 4 hour First Out request. After 0700 hours, First and Second Outs will be given the same priority on a first come basis provided management determines staffing is sufficient throughout the department. Members requesting vacation under the provisions of this section must report to their company by 0700 hours, and at that time the Suppression Chief may grant the second person vacation if manning is sufficient

throughout the Fire Department. Employees must be at their assigned station and receive approval of their immediate supervisor to make a request. All vacation selections of less than ½ day shall be limited to on duty draws as specified in this section. Bargaining unit members shall be allowed to draw vacation while on duty provided there are at least two (2) four person companies in service.

Fire Investigators are not included in the number of approved company personnel for On-duty draw vacations.

C. Advance Draw – 8 Hour Personnel. A maximum of fifty percent (50%) of 8 hour bargaining unit members in each specialty division may be approved for vacation or compensatory time in advance unless staffing and work activity allows the appropriate member of management in each specialty division to approve additional advance vacation/compensatory time requests.

If a specialty division has an odd number of bargaining unit members, then the number of 8 hour personnel allowed advance draw will be rounded up to the next higher number. Members requesting advance draw vacation shall be notified as to whether the request has been approved by 4:30 p.m. if the member has made such a request by 2:00 p.m.

D. On-Duty Draw - 8 Hour Personnel. 8 hour bargaining unit members will be allowed to draw vacation or compensatory time on duty provided the appropriate member of management in each specialty division determines that staffing and work activity allows vacation/compensatory time requests to be approved.

E. Procedures for Requesting. One vacation choice shall be the use of uninterrupted consecutive hours of vacation accrual.

The senior company member has one (1) first choice opportunity for vacation, either as one-half (1/2) day or days; day or days; week or weeks; or full vacation. The second senior member then takes one (1) choice opportunity of either one-half (1/2) day or days; day or days; week or weeks; or full vacation. The third, fourth, and fifth member then takes one (1) choice opportunity each as stated above. After each member has had the opportunity to take one (1) choice, the senior member starts the same procedure over again. When a member has made one (1) choice, he/she must wait for the rotation of seniority before using seniority to make a second choice.

Any person below the senior member must be shown the courtesy of a reply the same day when he/she asks members his/her senior for a definite answer as to their choice of a certain vacation so time off can be planned.

Training Officers shall submit time away from work forms for approval to the Chief of Training or designee.

Investigators shall submit time away from work forms for approval to the Fire Marshal or designee.

F. Transferred Employees - 24 Hour Personnel. Upon being transferred to a different shift, the employee involved will relinquish all previously drawn vacations, and will pick from open vacation dates at the station of new assignment. He/she will not use seniority to bump a younger member from a vacation previously scheduled for the balance of that particular year.

If an employee is transferred to a different company on the same shift, he/she will retain all previously drawn vacations. He/she will not affect advance draws as specified in Section 6A of this article for the remainder of the current advance draw period.

Section 7. Payment for Unused Vacation. Any firefighter whose employment is terminated, voluntarily or involuntarily, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation not to exceed 720 hours for twenty-four (24) hour personnel and 480 hours for eight (8) hour personnel, except as provided for in Article 6, Section 5. In the event of the employee's death the payment will be made to his/her beneficiary.

An employee who accrues vacation as described in Article 6, Section 2.G.2 or Section 3.H.2., but is unable to use the additional accrual in accordance with either of those provisions shall be paid the amount greater than 720 hours or 480 hours, whichever is applicable, when employment ends or at retirement.

ARTICLE 7

HOLIDAYS

The term "recognized holiday period" shall mean the twenty-four (24) hour period commencing at midnight and ending the midnight following on each of the following days:

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving - Fourth Thursday and the following Friday in November

Christmas Eve Day - December 24

Christmas Day - December 25

Plus special days as the City Council may from time to time designate.

The term "special holiday period" shall mean a twenty-four (24) hour period commencing at midnight and ending the midnight following, other than a recognized holiday period, designated as a holiday for all City employees by the Governing Body of the City of Topeka.

Commencing January 1, 2010, all Bargaining Unit Members called into work while off duty on a holiday shall be paid at a rate of one and one-half (1½) times the holiday rate of pay for each hour worked resulting from such call.

Section 1. Twenty-Four Hour Personnel.

(a) All twenty-four (24) hour firefighter personnel shall be paid at a ~~double time rate~~ two and one-half (2 ½) times the bargaining unit member's regularly hourly rate for each hour worked, on approved vacation, on approved leave with substitute, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement), during a recognized holiday period or a special holiday period.

(b) Any twenty-four (24) hour firefighter personnel whose regularly scheduled days off fall on a holiday will be paid an additional twelve (12) hours at their regular hourly rate of pay for each recognized holiday period or special holiday period.

Section 2. Eight (8) Hour Personnel.

(a) All eight (8) hour firefighter personnel shall be paid at a ~~double time rate~~ two and one-half (2 ½) times the bargaining unit member's regularly hourly rate for each hour worked during a recognized holiday period or a special holiday period, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement).

(b) Any eight (8) hour firefighter personnel whose regularly scheduled days off fall on a holiday will be paid an additional eight (8) hours at their regular hourly rate of pay for each recognized holiday period or special holiday period.

(c) Whenever any holiday, as defined above, falls on a Saturday the preceding Friday shall be observed as the holiday. Whenever any holiday, as defined above, falls on a Sunday the following Monday shall be observed as the holiday. If consecutive holidays fall on a Friday/Saturday, then the holidays shall be observed on the preceding Thursday and on Friday. If consecutive holidays fall on a Sunday/Monday, then the holidays shall be observed on Monday and the following Tuesday.

ARTICLE 8
SENIORITY

Seniority shall be defined as the status attained by length of continuous service from the ~~date of last hire with the Fire Department~~ later of the start date of the recruit academy or certification as an emergency medical technician with the Kansas Board of Emergency Medical Services. For employees who have not served continuously with the Fire Department since starting the recruit academy, seniority will be defined as the status attained by length of continuous service from later of the date of last hire with the Fire Department or certification as an emergency medical technician with the Kansas Board of Emergency Medical Services. The City recognizes the principle that seniority consideration is giving the employee that has the most years of service invested in his/her job a greater consideration than another employee with less investment.

The Fire Department shall establish and maintain a seniority list. The list shall be brought up-to-date on or about January 1 of each year, and be available to each Fire Station and Specialty Department. A copy shall be provided to the Secretary of the Union at the time of distribution. Any objection to the seniority list as posted shall be reported to the Fire Department within thirty (30) days after being posted. The list shall show name, rank and seniority date. Effective January 1, 2022, if two or more employees have the same seniority ~~date-of-hire~~, the higher Firefighter 3rd Class written test score shall determine the greater seniority. If they have the same test score, the individuals involved will draw numbers to determine the greater seniority.

Seniority shall apply to scheduling of vacation, layoffs, recall, and to promotions as provided in this Agreement.

ARTICLE 9

LAYOFF

Layoff shall be defined as a reduction in staff.

In the event of a layoff, the person to be removed from employment with the department will be determined by ~~the last hired~~most recent seniority date, first to be released ~~as referenced by state law~~. In the event that two (2) or more firefighters with the same date of hire are to be laid off, the person with the higher seniority shall determine their status for the purpose of this provision.

Employees and the Union shall be given written notice of a pending layoff at least thirty (30) calendar days before the effective date of the layoff.

Call back to work shall occur in reverse order of layoff, provided the individual is available for work within two (2) weeks of notice to return to work. An employee not available within two (2) weeks shall be considered as resigned.

ARTICLE 10

SICK LEAVE

Section 1. Accrual. An employee must be performing assigned duties or otherwise in a pay status to be eligible to accrue sick leave.

Sick leave allowances shall accrue at the rate of 11.077 hours per pay period for twenty-four (24) hour bargaining unit members and at the rate of 3.692 hours per pay period for eight (8) hour bargaining unit members.

Twenty-four (24) hour bargaining unit members hired after January 1st 2010 will receive seventy-two (72) hours of sick leave upon hire and will then accrue additional sick leave at the rate of 5.538 hours per pay period. At the beginning of the fifth year of service, employees hired after January 1, 2010 will begin accruing sick leave at the rate of 8.308 hours per pay period, and at the beginning of the tenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 9.692 hours per pay period. At the beginning of the fifteenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 11.077 hours per pay period.

Section 2. Payment. An employee shall receive hour for hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. An employee shall, if eligible, receive his/her full prevailing salary rate for sick leave and shall file appropriate forms with the authorized supervisor as designated by the supervisor. Sick leave shall be available as it is accrued (including during initial probationary periods), but it shall not be allowed in advance of accrual.

The City retains the right to require an injured employee to consult with a physician of the City's choice to determine the employee's ability to perform his/her assigned duties

and/or the duties which an injured employee may perform. The City shall be responsible for any costs incurred for the above required consultation and compensate employees for hours worked if not during scheduled work hours, unless such leave is determined to be an improper use of sick leave.

Section 3. Acceptable Use for Twenty-four (24) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness or for the illness of a family member residing in the employee's household. Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 4. Acceptable Use For Eight (8) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness, need for medical, dental, or other routine, diagnostic or remedial treatment for the employee, or for the illness of a family member residing in the employee's household (provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by the appropriate member of management). In non-emergency situations, the employee shall schedule medical or dental appointments and/or treatments at a time which does not unduly interfere with job related duties and shall notify his/her supervisor as soon as the time of

the appointment is known.

Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 5. Misuse Controls. The Union recognizes the importance of sick leave and the obligations of the employees as well as the advantage to them to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the City in efforts to eliminate unwarranted or improper use of sick leave.

The City of Topeka may require competent proof of the use of sick leave for a purpose approved within sections 3 or 4 directly above. Proof of the appropriate use of sick leave may be requested at any time a supervisor has a reason to suspect an employee's misuse of sick leave, including, but not limited to the following:

- Repeated use of sick leave in conjunction with regular days off or vacation days or holidays or Kelly days without a physician's statement.
- A pattern of sick leave usage on a particular day or days of the week.
- Use of more sick leave than accrued in any six month period within a given year without notification from Human Resources of qualified circumstances.
- Use of sick leave when employee is engaged in activities, which indicate ability to perform assigned duties.

An employee with a pattern of consistent or continued unavailability for work shall

be subject to review and counseling. Use of sick leave for purposes other than those authorized in sections 3 or 4 above (or pursuant to any State or Federal applicable law) may be an abuse of sick leave subject to progressive discipline. Should discipline be imposed for misuse of sick leave, the employee will not be paid for hours deemed to be misuse nor will the misused sick leave hours be reinstated.

Section 6. Light Duty Assignment.

A. The City agrees to make light duty work assignments available for members of the bargaining unit, when the member is temporarily unable to perform the essential job functions of his or her assigned position duties due to an on the job injury or illness or a personal health condition. For purposes of this section, pregnancy will be treated as a personal health condition.

Members medically eligible and released by the attending physician for light duty as a result of a non-duty related illness/injury, may report to the Fire Chief's office for assignment to light duty or they may choose to utilize sick leave as provided in this Article, provided however that any such use of sick leave shall require written notification from the attending physician stating that the member is unable to return to full and normal duties.

Employees who sustain a duty related illness/injury shall report his/her release to light duty to the Fire Chief and the Human Resources Department. Failure to report the release to light duty shall render the member ineligible to utilize the provisions of Section 7 of this Article.

Work restrictions due to illness/injury or personal health condition will be reviewed by the Human Resources Director or designee. Upon approval of the Fire Chief, light

duty assignments may be established within specified work restrictions for up to eighteen (18) months. The Human Resources Director or designee may require periodic medical status updates from the treating health care provider as deemed necessary. Such periodic medical status updates shall not be required more frequently than every forty-five (45) days. To continue in light duty assignments, bargaining unit members must comply with requested medical status updates.

While light duty assignments will generally be limited to eighteen (18) months in duration, the Human Resources Director or designee, with concurrence of the Fire Chief, may, based upon a current medical status update, authorize extension of the light duty assignment if there is a specified anticipated time for return to regular position assignment.

An employee not able to return to his or her regular position assignment may be required to apply for a disability retirement. The Human Resources Department will provide assistance as applicable with the disability application process.

Bargaining unit members assigned to light duty shall be assigned to a forty (40) hour work week with specific work assignments determined by the Fire Chief or designee, consistent with Article 4, §1. Bargaining unit members serving light duty assignments shall have salary and benefits based on forty (40) hour wages and benefit provisions. However, the employee on light duty will be allowed to maintain the accrual balances up to the maximums assigned to his/her regularly assigned position. Hours worked in light duty assignments shall not be considered toward the completion of the initial employment probationary period or the promotional probationary periods for the positions of apparatus operator, lieutenant and captain. Light duty assignments will be considered as continuous

service for the purposes of seniority.

In the event a vacancy occurs in a position outside of fire suppression, preference shall be given in filling the position to firefighters injured in the line of duty, provided that the firefighter is fully qualified as determined by management for the available position.

B. The City agrees that any member who becomes pregnant shall be entitled, upon written request by the member and medical verification of pregnancy, to be assigned to appropriate light duty for the duration of such pregnancy and that the terms and conditions of employment for each pregnant member shall be in conformity with all applicable federal and state laws, rules and/or regulations.

Section 7. Illness/Injury on the Job: Related Sick Leave. A firefighter, temporarily totally disabled as the result of an illness or an injury, not caused, created or substantially contributed to by his/her own negligence, and arising out of and in the course of his/her employment, who cannot perform his/her duty may make application to the Fire Chief, or his/her designee, for a waiver of the use of his/her accrued sick leave except for the time after which the member is released for light duty as provided for in Section 6 of this Article. Such application shall include the type of illness/injury sustained, the date the illness/injury occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, an approximate date when the

employee shall be returned to full duty, and any other information or documents the Fire Chief, or his/her designee, may request. It shall be at the discretion of the Fire Chief, or his/her designee, to grant such a waiver.

In the event the members petition for a waiver of his/her accrued sick leave is denied by the Fire Chief, or his/her designee, the member may petition the City Manager of the City of Topeka for a waiver of his/her accrued sick leave during the entire period of time he/she is incapacitated and unable to work. The injured employee submitting the petition shall provide one (1) copy to the City Manager, and said petition shall specifically state: the type of illness/injury sustained, the date the illness/injury occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. Said petition shall be accompanied by a signed statement from the Fire Chief, or his/her designee, stating precisely and clearly the Fire Chief's recommendation for an approval or disapproval of the said petition. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, and an approximate date when the employee shall be returned to full duty. Provided further, that the granting of said petition shall rest within the sole discretion of the City Manager. It is further understood that each petition for illness/injury related sick leave in accordance with the above terms shall be considered on its facts and merits, and the granting or denying of any petition shall not serve as precedent for any future action of the City Manager.

In the event that the firefighter so injured or suffering from sickness is incapacitated and unable to act for himself/herself then and in that event the appropriate application may be submitted by someone other than said firefighter.

Section 8. Sick Leave and Workers' Compensation Reimbursement. Any bargaining unit member injured while in the formal employment of someone other than the City, and the other employer is insured, shall reimburse the City for any losses sustained by the City through sick leave or other paid leave use, provided a Workers' Compensation settlement is consummated between the employee and the other employer. The amount reimbursed will not exceed the amount of the settlement or the amount in pay lost to the City whichever is less. Upon the City's receipt of reimbursement for sick leave usage, sick leave time will be reinstated to the employee's sick leave accrual.

Section 9. Sick Leave Payment Upon Retirement or Death. ~~Firefighters shall, u~~ Upon their retirement or death, firefighters shall be paid for accrued sick leave not to exceed ~~forty-five (45) days in 1997, fifty (50) days in 1998 and~~ fifty-five (55) days ~~beginning January 1, 1999~~ according to the following formula:

$$\frac{\text{Number of days} \times 8 \times \text{monthly salary}}{173.33} = \text{Amount paid}$$

Payment for accrued sick leave shall be made to the firefighter in a lump sum on retirement or paid to his/her beneficiary in the event of the death of a firefighter before his/her retirement. For the purpose of this section, ~~retirement shall be defined as: a member~~ the voluntary separation or compulsory retirement pursuant to City of Topeka Ordinance 20342 of a firefighter who has a vested pension in the KP&F retirement system. For clarity, retirement shall not include any involuntary termination issued as a

disciplinary action based on misuse of sick leave.

Additionally, ~~commencing January 1, 2010,~~ Firefighters shall, upon their retirement or death, be paid an additional accrued sick leave incentive for all remaining hours of accrued sick leave over and above the 55 day formula described above using the following formula: One dollar (\$1.00) per hour multiplied by the total remaining hours of accrued sick leave.

Section 10. Perfect Attendance Incentive. ~~Commencing January 1, 2013 (or from last utilization), if sick leave is not utilized for a period of one-hundred twenty (120) consecutive days, bargaining unit members shall be entitled to receive one (1) additional personal day not to exceed three (3) days per calendar year. The bargaining unit member has the option of exchanging the Personal Day for one day of pay at his or her regular hourly rate of pay, but only if the bargaining unit member submits a written request to receive payment within fourteen (14) days after the personal day is earned. Commencing January 1, 2015 of this Agreement, if~~ sick leave is not utilized for a period of ninety (90) consecutive days, bargaining unit members shall be entitled to receive one (1) additional personal day of pay at their regular hourly rate of pay ("Perfect Attendance Pay") not to exceed four (4) additional days of Perfect Attendance Pay per calendar year. The bargaining unit member has the option of exchanging any additional day of Perfect Attendance Pay for one (1) the Personal Day ~~for one day of pay at his or her regular hourly rate of pay~~, but only if the bargaining unit member submits a written request to receive ~~payments~~ such Personal Day within fourteen (14) calendar days after the ~~personal~~ additional day of Perfect Attendance Pay is earned.

For purposes of this section, "last utilization" ends on the calendar day when the

bargaining unit member calls off the sick list.

For the purpose of this section, sick leave waived under the provisions of Section 7. Illness/Injury on the Job: Related Sick Leave of this article will not count against perfect attendance eligibility.

Bargaining unit members shall have one year from the date a Personal Day is earned under this provision to schedule and use such Personal Day; otherwise, it will be forfeited.

Section 11. Medical Certification.

Twenty-four (24) hour personnel absent on Sick Leave for personal illness or injury more than forty-eight (48) consecutive scheduled hours and eight (8) hour personnel absent on Sick Leave for more than three (3) consecutive work days shall be required to provide medical certification to Human Resources prior to being authorized to return to work.

In order to obtain approval for returning to work, employees shall submit medical certification to Human Resources and must schedule a return to duty meeting with Human Resources at least two (2) days in advance of the anticipated return to work date. For the purpose of this Section, such certification shall include a completed Fire Department Return to Duty Form.

All forms, including a detailed description of the steps necessary for an employee to return to duty, will be available at every fire station or other work location. Administrative staff, company officers, and chief officers shall be responsible for insuring that current forms are available; that outdated versions are removed; and that employees adhere to the specified procedures.

ARTICLE 11

EMERGENCY LEAVE

Section 1. Death of an Immediate Family Member. In the event of death in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee shall be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days per incident. The three consecutive calendar days may commence at any time, as determined by the employee, following the death of a family member, (as defined below), but in no event may the three consecutive calendar days begin later than the actual day of the funeral.

The term immediate family as used in this section shall include the member's spouse, children, sons-in-law, daughters-in-law, legal step children, parents, step parents, grandparents, grandchildren, sibling(s), first aunts or uncles, spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchildren, spouse's sibling(s), or any member of the immediate household having permanently resided under the same roof.

If requested by the Fire Chief, or his/her designee, the employee may be required to produce evidence of the death of the immediate family member.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee to use accrued vacation leave, except the selection may be made in advance, to attend the funeral of anyone other than the immediate family as defined in this section.

If a bargaining unit member is on approved leave and a death of an immediate family member occurs, the member, at their option, may cancel their approved leave and

be placed on emergency leave.

Any employee who has misrepresented a death in the immediate family, as defined above, shall be subject to disciplinary action.

Section 2. Serious Illness of an Immediate Family Member. In the event of a serious illness in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee may be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days, per incident.

The term "serious illness" as used in this section shall be defined as a condition which requires hospitalization and continuous professional medical care of the employee's immediate family as defined in Section 1 of this Article, and shall be determined by the attending physician as a condition which, in his/her opinion, is serious.

If requested by the Fire Chief or his/her designee, the employee may be required to produce evidence of a serious illness of the immediate family member.

Any employee who has misrepresented a serious illness in the immediate family as defined above shall be subject to disciplinary action.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee a paid leave for a serious illness of anyone other than the immediate family as defined in this section.

ARTICLE 12

PERSONAL LEAVE DAYS

Two (2) personal leave days per year will be granted each member of the bargaining unit beginning January 1, 1998. Newly hired employees will receive both days if hired before July 1; if hired on or after July 1, employee will receive one (1) day for that year. The personal leave days will be selected in accordance with Article 6, Section 6, of this Agreement, to be used in the calendar year granted or lost.

ARTICLE 13

MISCELLANEOUS LEAVES

Section 1. Court Appearance. A bargaining unit employee called to serve on jury duty, or subpoenaed to serve as a court witness, provided that the employee is not a plaintiff in a non job related civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror (or an employee may sign witness/juror fees over to the City in order to receive regular pay).

An employee on this leave shall return to work for the balance of a work day if the employee is excused from a jury panel or from serving jury duty.

Code enforcement officials or other employees appearing in their typical employment capacity shall be paid for court appearances pursuant to Fire Department rules and regulations governing such situations.

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a plaintiff in a non job related civil matter or if an employee appears as a voluntary expert witness.

An employee appearing in court under this provision may retain any travel, lodging and/or meal reimbursement.

Section 2. Voting Time. A bargaining unit member eligible and registered to vote in a primary, general, or special election held within the state of Kansas shall, on the day of such election, be entitled to leave from duty (if on duty) such that the employee would be allowed two (2) consecutive hours of voting time between the opening and closing time of the polls.

This section shall not apply to a voter on the day of an election if there are two (2) consecutive hours while the polls are open during which the employee is not on duty.

A duly authorized supervisor may specify any two (2) consecutive hours during which an employee may be granted to vote with paid leave if the employee is eligible.

Section 3. Military Leave.

A. Temporary Training Period. A bargaining unit member who is a member of a military reserve organization or National Guard unit shall be entitled to a paid leave as hereinafter provided. If such assignment would substantially interfere with execution of duties in the public interest, the member may be encouraged to request a rescheduling of any such training/assignment. Employees will receive a maximum of fifteen (15) working days of military leave for 8-hour employees and a maximum of nine (9) working days of military leave per year for 24-hour employees. Employees shall provide the City with notification of pending Military Leave at least, thirty (30) days prior to the commencement of Military Leave by submission of completed Request for Military Leave of Absence Form and appropriate documentation of orders to attend any training, citation of the training and any related information as may be required to fully clarify the absence.

No City compensation shall be allowed for any persons called to active or extended military service, provided that in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize Military Leave for the duration of such active service not to exceed fifteen working days for 8-hour employees and nine working days for 24-hour employees as stated herein.

B. Extended Military Assignment. Employees shall provide the City with notification of pending Extended Military Leave at least thirty (30) days prior to the

commencement of Extended Military Leave by submission of completed Request for Military Leave of Absence Form and appropriate documentation of orders. All notifications of military leave in excess of thirty (30) calendar days must be received by the Human Resources Department prior to the commence of extended military leave assignment. An employee may have entitlement to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leave. It should be noted that the intent of this provision, unless superseded by state or federal law, it is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity. In case of involuntary conscription, the absences may be considered as a leave of absence without pay, and the employee may be allowed to continue in employment following completion of such service (at a point in the salary and benefit structure where the employee left the City) unless he/she opts to formally resign from a position, at which point all obligations by the City would cease.

Section 4. Seminars and Schools. Employees may make application for leave to attend job related schools or seminars in accordance with the following guidelines:

1. The request must be submitted to the Fire Chief or his/her designee, in writing, thirty days in advance of the school or seminar.
2. Justification for attendance, including an explanation of the benefit to be derived by the Fire Department, must be included with the request.
3. The request must include literature detailing program content and dates of the school or seminar.

4. The employee must identify scheduled days of work that will be missed, including the total number of hours away from work. No deductions shall be made from a member's accrued leave while the member is attending a school or seminar approved by the Department pursuant to the provisions of this Section.

5. The request must state the total cost of attendance, including a detailed breakdown of costs.

6. Leave granted for the attendance of schools or seminars shall be counted as hours worked for the purpose of calculating overtime.

7. Requests for leave to attend schools or seminars which are not in compliance with this section shall be denied.

All applications will be considered on a fair and equal basis by the Fire Chief or his/her designee. Replies from the Fire Chief or his/her designee, shall be in writing, to the requesting employee, within two (2) weeks of the application; provided however, a failure to reply within the two (2) week period shall be construed to be a denial of the request. Denials shall contain the reasons therefore.

Section 5. Parental Leave. The City agrees to comply with all provisions of the Family and Medical Leave Act (FMLA). Under the FMLA, parental leave is defined as up to 12 weeks of unpaid leave in a 12-month period for one or more of the following reasons:

- Leave for the birth of a son or daughter, and to care for the newborn child. Leave to care for a newborn child must conclude within 12 months after the birth.
- Leave for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child. Leave to care for a newly placed child must conclude within 12 months after placement.
- Leave to care for a child with a serious health condition, as defined by the FMLA.

ARTICLE 14
HEALTH/SAFETY

Section 1. Aerial and Snorkel Apparatus Tests. The Employer and the Union agree that the health and safety of employees is a priority, and that every effort shall be made to provide safe, proper and efficient working equipment.

The employer agrees to perform, as specified by the manufacturer, maintenance evaluations of all aerial and snorkel apparatus of the Fire Department. Such apparatus must meet performance tests as specified by the manufacturer of the apparatus. Any unsafe condition shall be corrected prior to reuse. Apparatus found to not meet safety standards shall be taken out of service until such repairs have been made. No equipment or apparatus shall be placed into service without having received the approval of the Fire Chief, or his/her designee.

Section 2. Self-Contained Breathing Apparatus (SCBA). The employer agrees that all maintenance and repairs of self-contained breathing apparatus (SCBA) shall be performed only by personnel certified by the distributor and/or manufacturer of such equipment, and such repairs and repair parts shall meet or exceed current N.F.P.A. minimum standards. The employer further agrees that all future purchases of SCBA shall meet or exceed current N.F.P.A. minimum standards.

There shall be an air quality test performed on all high pressure air compressors used for the purpose of filling SCBA. This test shall be performed quarterly.

Section 3. Safety Equipment. Protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the department. The department shall assess a fair and reasonable charge to cover loss

resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing. At the time of purchase, protective clothing and devices shall meet or exceed current minimum N.F.P.A. standards.

1 pair suspenders

1 bunker coat

1 pair bunker pants

1 pair boots

1 helmet and suspension

2 hoods

2 pair gloves

1 SCBA face mask

Damaged or worn out protective devices or safety equipment shall be replaced by the department upon proof and/or return by the bargaining unit member to his/her appropriate supervisor.

Section 4. Safety Committee. The safety committee shall be comprised of three (3) members from management who are appointed by the Fire Chief and three (3) members from the bargaining unit who are appointed by the Union President. Both parties agree that the safety committee will meet on a regular basis and further it is agreed that recommendations of this committee will be forwarded to the Fire Chief, or his/her designee, who shall evaluate them and provide a response back to the committee.

Section 5. Employee Safety. The City further agrees to not place an employee, including, but not limited to, specialty to suppression transfers, into any position for which they are not qualified and capable of fulfilling the duties assigned.

Both parties agree that this issue directly affects the safety and welfare of all bargaining unit members.

Section 6. Employee Health. The City agrees to provide information on all communicable diseases and work place hazards to which employees may have routine exposure as such information is made available. Information provided shall include but not be limited to symptoms, modes of transmission, methods of self protection, proper workplace procedures and special precautions. The City further agrees to provide, at no cost to the employee, immunization against communicable diseases to bargaining unit employees who request such immunizations. The Fire Chief or his/her designee shall provide a listing of the types of immunizations, mutually agreed to by the City and the Union, which are available to the employees.

ARTICLE 15

WAGES

Section 1. Wages. Each employee within the bargaining unit shall be paid pursuant to the below listed wage schedules.

Commencing January 1, ~~2022~~2025, there shall be a ~~one~~four percent (~~14~~4)% wage increase in overall bargaining unit salaries. Commencing January 1, ~~2023~~2026, there shall be a ~~three and one-half~~four percent (~~3.54~~4)% wage increase in overall bargaining unit salaries. Commencing January 1, ~~2024~~2027, there shall be a ~~three and one-half~~four percent (~~3.54~~4)% wage increase in overall bargaining unit salaries. (See Wage Tables). ~~In the event this Agreement is approved by the Governing Body and executed by all parties after January 1, 2022, any retroactive compensation due and owing back to January 1, 2022, will be paid within two pay periods.~~

The following section shall only apply in the event of severe budget shortfalls caused by unforeseen external national and/or regional economic forces beyond the control of the City. In the unlikely event the City experiences said budget shortfalls that, if not resolved during the budget year, would result in the layoff of bargaining unit members herein and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Art. 15 Section 1 of this Agreement.

~~Bargaining unit members will receive a one-time wage payment of \$3,000 on the first pay period of 2022.~~

2022 WAGE TABLE

Effective 01/01/2022

24 Hour Positions				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
FIREFIGHTER 3RD CLASS	15.9166	1699.4032	3682.0402	44,184.4816
FIREFIGHTER 2ND CLASS	17.7118	1891.0753	4097.3298	49,167.9568
FIREFIGHTER 1ST CLASS	18.5224	1977.6224	4284.8486	51,418.1824
ADVANCED FIREFIGHTER	21.6173	2308.0625	5000.8021	60,009.6248
APPARATUS OPERATOR	23.9469	2556.7921	5539.7162	66,476.5944
LIEUTENANT	26.1482	2791.8232	6048.9503	72,587.4032
CAPTAIN	29.0599	3102.7032	6722.5236	80,670.2824
INVESTIGATOR I	26.1482	2791.8232	6048.9503	72,587.4032
INVESTIGATOR II	26.3521	2813.5935	6096.1192	73,153.4296
INVESTIGATOR III	29.0599	3102.7032	6722.5236	80,670.2824
8 Hour Positions				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
TRAINING OFFICER I	34.8978	2791.8232	6048.9503	72,587.4032
TRAINING OFFICER II	35.1700	2813.5935	6096.1192	73,153.4296
TRAINING OFFICER III	38.7838	3102.7032	6722.5236	80,670.2824
INSPECTOR I	34.8978	2791.8232	6048.9503	72,587.4032
INSPECTOR II	35.1700	2813.5935	6096.1192	73,153.4296
INSPECTOR III	38.7838	3102.7032	6722.5236	80,670.2824
PUBLIC EDUCATION OFFICER I	34.8978	2791.8232	6048.9503	72,587.4032
PUBLIC EDUCATION OFFICER II	35.1700	2813.5935	6096.1192	73,153.4296
PUBLIC EDUCATION OFFICER III	38.7838	3102.7032	6722.5236	80,670.2824
COMMUNICATION OFFICER I	34.8978	2791.8232	6048.9503	72,587.4032
COMMUNICATION OFFICER II	35.1700	2813.5935	6096.1192	73,153.4296
COMMUNICATION OFFICER III	38.7838	3102.7032	6722.5236	80,670.2824

2023 WAGE TABLE

Effective 01/01/2023

24 Hour Positions				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
FIREFIGHTER 3RD CLASS	16.4737	1758.8843	3810.9160	45,730.9912
FIREFIGHTER 2ND CLASS	18.3318	1957.2722	4240.7564	50,889.0768
FIREFIGHTER 1ST CLASS	19.1707	2046.8409	4434.8220	53,217.8632
ADVANCED FIREFIGHTER	22.3740	2388.8548	5175.8520	62,110.2240
APPARATUS OPERATOR	24.7851	2646.2861	5733.6198	68,803.4376
LIEUTENANT	27.0634	2889.5384	6260.6666	75,127.9984
CAPTAIN	30.0770	3211.2982	6957.8127	83,493.7520
INVESTIGATOR I	27.0634	2889.5384	6260.6666	75,127.9984
INVESTIGATOR II	27.2745	2912.0774	6309.5010	75,714.0120
INVESTIGATOR III	30.0770	3211.2982	6957.8127	83,493.7520
8 Hour Positions				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
TRAINING OFFICER I	36.1193	2889.5384	6260.6666	75,127.9984
TRAINING OFFICER II	36.4010	2912.0774	6309.5010	75,714.0120
TRAINING OFFICER III	40.1413	3211.2982	6957.8127	83,493.7520
INSPECTOR I	36.1193	2889.5384	6260.6666	75,127.9984
INSPECTOR II	36.4010	2912.0774	6309.5010	75,714.0120
INSPECTOR III	40.1413	3211.2982	6957.8127	83,493.7520
PUBLIC EDUCATION OFFICER I	36.1193	2889.5384	6260.6666	75,127.9984
PUBLIC EDUCATION OFFICER II	36.4010	2912.0774	6309.5010	75,714.0120
PUBLIC EDUCATION OFFICER III	40.1413	3211.2982	6957.8127	83,493.7520
COMMUNICATION OFFICER I	36.1193	2889.5384	6260.6666	75,127.9984
COMMUNICATION OFFICER II	36.4010	2912.0774	6309.5010	75,714.0120
COMMUNICATION OFFICER III	40.1413	3211.2982	6957.8127	83,493.7520

2024 WAGE TABLE				
<i>Effective 01/01/2024</i>				
24 Hour Positions				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
FIREFIGHTER 3RD CLASS	17.0503	1820.4475	3944.3028	47,331.6328
FIREFIGHTER 2ND CLASS	18.9735	2025.7860	4389.2030	52,670.4360
FIREFIGHTER 1ST CLASS	19.8417	2118.4831	4590.0466	55,080.5592
ADVANCED FIREFIGHTER	23.1571	2472.4658	5357.0092	64,284.1096
APPARATUS OPERATOR	25.6526	2738.9084	5934.3015	71,211.6176
LIEUTENANT	28.0107	2990.6809	6479.8086	77,757.7032
CAPTAIN	31.1297	3323.6942	7201.3373	86,416.0472
INVESTIGATOR I	28.0107	2990.6809	6479.8086	77,757.7032
INVESTIGATOR II	28.2292	3014.0100	6530.3550	78,364.2592
INVESTIGATOR III	31.1297	3323.6942	7201.3373	86,416.0472
8 Hour Positions				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
TRAINING OFFICER I	37.3836	2990.6809	6479.8086	77,757.7032
TRAINING OFFICER II	37.6752	3014.0100	6530.3550	78,364.2592
TRAINING OFFICER III	41.5462	3323.6942	7201.3373	86,416.0472
INSPECTOR I	37.3836	2990.6809	6479.8086	77,757.7032
INSPECTOR II	37.6752	3014.0100	6530.3550	78,364.2592
INSPECTOR III	41.5462	3323.6942	7201.3373	86,416.0472
PUBLIC EDUCATION OFFICER I	37.3836	2990.6809	6479.8086	77,757.7032
PUBLIC EDUCATION OFFICER II	37.6752	3014.0100	6530.3550	78,364.2592
PUBLIC EDUCATION OFFICER III	41.5462	3323.6942	7201.3373	86,416.0472
COMMUNICATION OFFICER I	37.3836	2990.6809	6479.8086	77,757.7032
COMMUNICATION OFFICER II	37.6752	3014.0100	6530.3550	78,364.2592
COMMUNICATION OFFICER III	41.5462	3323.6942	7201.3373	86,416.0472

2025 WAGE TABLE				
<i>Effective 01/01/2025</i>				
24 Hour Positions (Annual Work Hours 2776)				
TITLE	HOURLY	BI-WEEKLY	MONTHLY	SALARY
<u>FIREFIGHTER 3RD CLASS</u>	<u>18.2593</u>	<u>1949.5315</u>	<u>4223.9848</u>	<u>50687.8168</u>
<u>FIREFIGHTER 2ND CLASS</u>	<u>20.3187</u>	<u>2169.4120</u>	<u>4700.3926</u>	<u>56404.7112</u>
<u>FIREFIGHTER 1ST CLASS</u>	<u>21.2486</u>	<u>2268.6967</u>	<u>4915.5095</u>	<u>58986.1136</u>
<u>ADVANCED FIREFIGHTER</u>	<u>24.7991</u>	<u>2647.7809</u>	<u>5736.8585</u>	<u>68842.3016</u>
<u>APPARATUS OPERATOR</u>	<u>27.4714</u>	<u>2933.1003</u>	<u>6355.0506</u>	<u>76260.6064</u>
<u>LIEUTENANT</u>	<u>29.9967</u>	<u>3202.7246</u>	<u>6939.2366</u>	<u>83270.8392</u>
<u>CAPTAIN</u>	<u>33.3369</u>	<u>3559.3552</u>	<u>7711.9362</u>	<u>92543.2344</u>

<u>INVESTIGATOR I</u>	<u>29.9967</u>	<u>3202.7246</u>	<u>6939.2366</u>	<u>83270.8392</u>
<u>INVESTIGATOR II</u>	<u>30.2307</u>	<u>3227.7086</u>	<u>6993.3686</u>	<u>83920.4232</u>
<u>INVESTIGATOR III</u>	<u>33.3369</u>	<u>3559.3552</u>	<u>7711.9362</u>	<u>92543.2344</u>
<u>8 Hour Positions (Annual Work Hours 2080)</u>				
<u>TITLE</u>	<u>HOURLY</u>	<u>BI- WEEKLY</u>	<u>MONTHLY</u>	<u>SALARY</u>
<u>TRAINING OFFICER I</u>	<u>40.0341</u>	<u>3202.7246</u>	<u>6939.2366</u>	<u>83270.8392</u>
<u>TRAINING OFFICER II</u>	<u>40.3464</u>	<u>3227.7086</u>	<u>6993.3686</u>	<u>83920.4232</u>
<u>TRAINING OFFICER III</u>	<u>44.4920</u>	<u>3559.3552</u>	<u>7711.9362</u>	<u>92543.2344</u>
<u>INSPECTOR I</u>	<u>40.0341</u>	<u>3202.7246</u>	<u>6939.2366</u>	<u>83270.8392</u>
<u>INSPECTOR II</u>	<u>40.3464</u>	<u>3227.7086</u>	<u>6993.3686</u>	<u>83920.4232</u>
<u>INSPECTOR III</u>	<u>44.4920</u>	<u>3559.3552</u>	<u>7711.9362</u>	<u>92543.2344</u>
<u>PUBLIC EDUCATION OFFICER I</u>	<u>40.0341</u>	<u>3202.7246</u>	<u>6939.2366</u>	<u>83270.8392</u>
<u>PUBLIC EDUCATION OFFICER II</u>	<u>40.3464</u>	<u>3227.7086</u>	<u>6993.3686</u>	<u>83920.4232</u>
<u>PUBLIC EDUCATION OFFICER III</u>	<u>44.4920</u>	<u>3559.3552</u>	<u>7711.9362</u>	<u>92543.2344</u>
<u>COMMUNICATION OFFICER I</u>	<u>40.0341</u>	<u>3202.7246</u>	<u>6939.2366</u>	<u>83270.8392</u>
<u>COMMUNICATION OFFICER II</u>	<u>40.3464</u>	<u>3227.7086</u>	<u>6993.3686</u>	<u>83920.4232</u>
<u>COMMUNICATION OFFICER III</u>	<u>44.4920</u>	<u>3559.3552</u>	<u>7711.9362</u>	<u>92543.2344</u>

<u>2026 WAGE TABLE</u>				
<i>Effective 01/01/2026</i>				
<u>24 Hour Positions (Annual Work Hours 2776)</u>				
<u>TITLE</u>	<u>HOURLY</u>	<u>BI- WEEKLY</u>	<u>MONTHLY</u>	<u>SALARY</u>
<u>FIREFIGHTER 3RD CLASS</u>	<u>18.9897</u>	<u>2027.5157</u>	<u>4392.9506</u>	<u>52715.4072</u>
<u>FIREFIGHTER 2ND CLASS</u>	<u>21.1315</u>	<u>2256.1940</u>	<u>4888.4204</u>	<u>58661.0440</u>
<u>FIREFIGHTER 1ST CLASS</u>	<u>22.0986</u>	<u>2359.4506</u>	<u>5112.1428</u>	<u>61345.7136</u>
<u>ADVANCED FIREFIGHTER</u>	<u>25.7911</u>	<u>2753.6960</u>	<u>5966.3412</u>	<u>71596.0936</u>
<u>APPARATUS OPERATOR</u>	<u>28.5703</u>	<u>3050.4290</u>	<u>6609.2628</u>	<u>79311.1528</u>
<u>LIEUTENANT</u>	<u>31.1966</u>	<u>3330.8370</u>	<u>7216.8135</u>	<u>86601.7616</u>
<u>CAPTAIN</u>	<u>34.6704</u>	<u>3701.7320</u>	<u>8020.4192</u>	<u>96245.0304</u>
<u>INVESTIGATOR I</u>	<u>31.1966</u>	<u>3330.8370</u>	<u>7216.8135</u>	<u>86601.7616</u>
<u>INVESTIGATOR II</u>	<u>31.4400</u>	<u>3356.8247</u>	<u>7273.1200</u>	<u>87277.4400</u>
<u>INVESTIGATOR III</u>	<u>34.6704</u>	<u>3701.7320</u>	<u>8020.4192</u>	<u>96245.0304</u>
<u>8 Hour Positions (Annual Work Hours 2080)</u>				
<u>TITLE</u>	<u>HOURLY</u>	<u>BI- WEEKLY</u>	<u>MONTHLY</u>	<u>SALARY</u>
<u>TRAINING OFFICER I</u>	<u>41.6355</u>	<u>3330.8370</u>	<u>7216.8135</u>	<u>86601.7616</u>
<u>TRAINING OFFICER II</u>	<u>41.9604</u>	<u>3356.8247</u>	<u>7273.1200</u>	<u>87277.4400</u>

<u>TRAINING OFFICER III</u>	<u>46.2717</u>	<u>3701.7320</u>	<u>8020.4192</u>	<u>96245.0304</u>
<u>INSPECTOR I</u>	<u>41.6355</u>	<u>3330.8370</u>	<u>7216.8135</u>	<u>86601.7616</u>
<u>INSPECTOR II</u>	<u>41.9604</u>	<u>3356.8247</u>	<u>7273.1200</u>	<u>87277.4400</u>
<u>INSPECTOR III</u>	<u>46.2717</u>	<u>3701.7320</u>	<u>8020.4192</u>	<u>96245.0304</u>
<u>PUBLIC EDUCATION OFFICER I</u>	<u>41.6355</u>	<u>3330.8370</u>	<u>7216.8135</u>	<u>86601.7616</u>
<u>PUBLIC EDUCATION OFFICER II</u>	<u>41.9604</u>	<u>3356.8247</u>	<u>7273.1200</u>	<u>87277.4400</u>
<u>PUBLIC EDUCATION OFFICER III</u>	<u>46.2717</u>	<u>3701.7320</u>	<u>8020.4192</u>	<u>96245.0304</u>
<u>COMMUNICATION OFFICER I</u>	<u>41.6355</u>	<u>3330.8370</u>	<u>7216.8135</u>	<u>86601.7616</u>
<u>COMMUNICATION OFFICER II</u>	<u>41.9604</u>	<u>3356.8247</u>	<u>7273.1200</u>	<u>87277.4400</u>
<u>COMMUNICATION OFFICER III</u>	<u>46.2717</u>	<u>3701.7320</u>	<u>8020.4192</u>	<u>96245.0304</u>

<u>2027 WAGE TABLE</u>				
<i>Effective 01/01/2027</i>				
<u>24 Hour Positions (Annual Work Hours 2776)</u>				
<u>TITLE</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>MONTHLY</u>	<u>SALARY</u>
<u>FIREFIGHTER 3RD CLASS</u>	<u>19.7493</u>	<u>2108.6176</u>	<u>4568.6714</u>	<u>54824.0568</u>
<u>FIREFIGHTER 2ND CLASS</u>	<u>21.9768</u>	<u>2346.4461</u>	<u>5083.9664</u>	<u>61007.5968</u>
<u>FIREFIGHTER 1ST CLASS</u>	<u>22.9826</u>	<u>2453.8346</u>	<u>5316.6415</u>	<u>63799.6976</u>
<u>ADVANCED FIREFIGHTER</u>	<u>26.8228</u>	<u>2863.8498</u>	<u>6205.0078</u>	<u>74460.0928</u>
<u>APPARATUS OPERATOR</u>	<u>29.7132</u>	<u>3172.4556</u>	<u>6873.6536</u>	<u>82483.8432</u>
<u>LIEUTENANT</u>	<u>32.4445</u>	<u>3464.0744</u>	<u>7505.4944</u>	<u>90065.9320</u>
<u>CAPTAIN</u>	<u>36.0573</u>	<u>3849.8102</u>	<u>8341.2554</u>	<u>100095.0648</u>
<u>INVESTIGATOR I</u>	<u>32.4445</u>	<u>3464.0744</u>	<u>7505.4944</u>	<u>90065.9320</u>
<u>INVESTIGATOR II</u>	<u>32.6976</u>	<u>3491.0976</u>	<u>7564.0448</u>	<u>90768.5376</u>
<u>INVESTIGATOR III</u>	<u>36.0573</u>	<u>3849.8102</u>	<u>8341.2554</u>	<u>100095.0648</u>
<u>8 Hour Positions (Annual Work Hours 2080)</u>				
<u>TITLE</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>MONTHLY</u>	<u>SALARY</u>
<u>TRAINING OFFICER I</u>	<u>43.3010</u>	<u>3464.0744</u>	<u>7505.4944</u>	<u>90065.9320</u>
<u>TRAINING OFFICER II</u>	<u>43.6388</u>	<u>3491.0976</u>	<u>7564.0448</u>	<u>90768.5376</u>
<u>TRAINING OFFICER III</u>	<u>48.1227</u>	<u>3849.8102</u>	<u>8341.2554</u>	<u>100095.0648</u>
<u>INSPECTOR I</u>	<u>43.3010</u>	<u>3464.0744</u>	<u>7505.4944</u>	<u>90065.9320</u>
<u>INSPECTOR II</u>	<u>43.6388</u>	<u>3491.0976</u>	<u>7564.0448</u>	<u>90768.5376</u>
<u>INSPECTOR III</u>	<u>48.1227</u>	<u>3849.8102</u>	<u>8341.2554</u>	<u>100095.0648</u>
<u>PUBLIC EDUCATION OFFICER I</u>	<u>43.3010</u>	<u>3464.0744</u>	<u>7505.4944</u>	<u>90065.9320</u>
<u>PUBLIC EDUCATION OFFICER II</u>	<u>43.6388</u>	<u>3491.0976</u>	<u>7564.0448</u>	<u>90768.5376</u>
<u>PUBLIC EDUCATION OFFICER III</u>	<u>48.1227</u>	<u>3849.8102</u>	<u>8341.2554</u>	<u>100095.0648</u>

<u>COMMUNICATION OFFICER I</u>	<u>43.3010</u>	<u>3464.0744</u>	<u>7505.4944</u>	<u>90065.9320</u>
<u>COMMUNICATION OFFICER II</u>	<u>43.6388</u>	<u>3491.0976</u>	<u>7564.0448</u>	<u>90768.5376</u>
<u>COMMUNICATION OFFICER III</u>	<u>48.1227</u>	<u>3849.8102</u>	<u>8341.2554</u>	<u>100095.0648</u>

Section 2. Compensation for Extra Hours Worked.

A. Call-Back Pay. As used in this Section, "Call-Back" shall mean calling in personnel from off-duty for the purpose of minimum staffing of companies.

1. All Bargaining Unit Members called into work while off duty shall be paid at a rate of one and one-half (1½) times the regular rate of pay for each hour worked resulting from such call. All Bargaining Unit members shall be called back through use of a voluntary callback list within their division. There shall be a minimum of three (3) hours pay for each such call. In no event shall any Bargaining Unit Member receive call-back pay as provided in this article unless ~~he/shethe~~ member is called into work by the Fire Chief or ~~his/her~~ designee. It shall be understood that multiple call-backs may occur within any three (3) hour period, but the employee shall be restricted to one (1) paid call-back per list rotation. Members accepting call-back assignment must be able to report to their normal assigned duty station or call-back assignment within one hour of being contacted.

(a) Twenty-Four (24) hour Firefighters called back to duty shall be done by a voluntary call-back list. Call back to duty shall be done by seniority, by shift, using first, the list of the shift not scheduled to work the next calendar day and then the list of the shift scheduled to work the next calendar day. Twenty-Four (24) hour Firefighters shall be qualified for the position that needs to be filled.

(b) Twenty-Four (24) hour Firefighters called back to duty for ALS

services, Hazmat or Structural Collapse shall each be done by a voluntary call-back list and each shall be filled by bargaining unit members that possess the required certifications. Call back to duty for ALS services, Hazmat and Structural Collapse shall be done by seniority, by shift, using first, the list of the shift not scheduled to work the next calendar day and then the list of the shift scheduled to work the next calendar day. Any shift shall be staffed with the minimum certified personnel required for hazmat by the Kansas State Fire Marshal.

2. Bargaining unit members, as agreed upon by Management and the Local, may add or remove their name from any voluntary call-back list by making written notification to their Battalion Chief, who will coordinate with the Shift Commander to add or remove the name of the member to, or from, the call-back list within three (3) working days of receiving such notification.

3. When twenty-four (24) hour firefighters need to be called back to duty for shift coverage, management will start at the top of the appropriate voluntary call-back list to fill the opening. When a call-back occurs again management shall start where they left off before. The calling will be done by the Shift Commander, Battalion Chief, or designee.

4. Twenty-four (24) hour Investigators shall not be allowed to add their names to the voluntary call-back list used to call back twenty-four (24) hour Firefighters or be allowed to be called back to fill positions for suppression Firefighters.

5. If management is unable to fill the necessary slot to meet required staffing through the voluntary call back procedure, which includes all off-duty

personnel on the voluntary call-back list, then mandatory call back will be initiated beginning with the least senior qualified person and proceeding up the list until the slot is filled.

B. Overtime for Twenty-Four Hour Shift Employees. Twenty-four (24) hour shift employees (also referred to as suppression employees) who work in excess of a twenty-four (24) hour shift due to Holdover shall be paid at a rate of one and one-half (1½) times the regular rate of pay for the additional hours actually worked.

For the purpose of this section, employees who are absent from work due to the use of any earned and/or authorized paid leave shall be eligible for overtime when working in excess of a twenty-four (24) hour shift due to Holdover or Call-back as described above.

Twenty-four (24) hour firefighters who work while off duty, but not for the purpose of being called in to staff apparatus, shall be paid at the rate of one and one-half (1½) times the regular rate of pay for each hour worked and shall receive compensation for a minimum of one (1) hour, or actual time worked, whichever is greater.

C. Overtime for Eight (8) Hour Employees. Eight (8) hour bargaining unit members, also referred to as eight (8) hour employees, who work in excess of forty (40) hours per week shall be paid at a rate of one and one-half (1½) times the regular rate of pay.

Functions eligible for one (1) hour minimum overtime pay, i.e., one and one-half (1½) times the regular rate of pay, or actual time worked, whichever is greater, include:

- Eight (8) hour personnel called in (not scheduled in advance) after hours;
- Off-duty personnel used for specialized functions or events (including, but not limited to, conducting physical agility tests, recruiting, etc.); and

- Approved time for meetings, court appearances, and the like.

Eight (8) hour personnel scheduled in advance to work after normal hours shall be paid for the actual time worked at a rate of one and one-half (1½) times the regular rate of pay.

D. Overtime Generally.

In order to be considered as valid overtime, the work and the time of performing it must be assigned and approved by the bargaining unit member's duly authorized supervisor.

A bargaining unit member may be required by his/her duly authorized supervisor to work overtime. Whenever possible, overtime assignments will be equalized among members of a working unit (consisting of qualified employees who would be most effective and efficient in completing work assignments on an overtime basis as promptly and effectively as possible).

Off-duty personnel used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, shall be scheduled based on qualification, availability, interest, and specific needs of the Department.

When on-duty personnel are used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, and it is necessary to back-fill positions, the call-back list and call-back procedures shall be utilized.

Any bargaining unit member found to be misusing and/or manipulating work assignments, schedules, and/or time off provisions in order to enable overtime assignment to himself/herself or to another employee, shall be subject to disciplinary

action.

Section 3. Standby. The Bargaining Unit Members required to be on standby shall be determined by the Fire Chief, or his/her designee, who shall may prepare a roster of employees assigned to standby. Assignments shall be posted on accessible bulletin boards of each facility.

All personnel assigned to standby shall be required to be easily reached and ready to work during the time they are on standby.

Safety equipment and procedures shall be used as during normal working hours.

Employees required to be on standby shall be provided a Fire Department vehicle, subject to availability, at the Fire Chief's discretion.

A standby duty "period" shall be (normally) twenty-four (24) hours in duration, rotated among qualified employees. Eight (8) hour personnel shall not normally be on standby except when those temporary conditions warrant as determined by Members of Management. Eight (8) hour personnel required to be on standby shall accrue three (3) hours of compensatory time for every standby period. Twenty-four (24) hour personnel shall not normally be on standby nor be eligible for standby compensation except in a declared emergency. In the event that a twenty-four (24) hour employee is required to be on standby, he/she shall receive two (2) hours compensatory time for every twenty-four (24) hour period. Accrual limits of Compensatory time shall be governed by Section 9 of this Article.

An employee shall be removed from standby duty if deemed incapable by his/her supervisor, due to illness, or other sanctioned, cleared emergency as determined by the Fire Chief, or his/her designee.

Section 4. Advanced Education Compensation. Any Bargaining Unit Member who has completed his/her probationary period and who has obtained an Associates' Degree, Bachelor's Degree, or Master's Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation, prorated over twenty-six (26) annual pay periods, according to the following schedule:

\$500 per year for Associates Degree;

\$800 per year for Bachelor's Degree; or

\$800 per year for Master's Degree.

Section 5. Health Insurance.

A. The Employer and the Union have agreed to cost-sharing for healthcare benefits as set forth within the current Joint Memorandum of Agreement between the City of Topeka and the bargaining units recognized by the City.

B. All retired bargaining unit members will be allowed to transfer to the City's Group Health Plan in accordance with K.S.A. 12-5040.

Section 6. Cafeteria Benefit Plan. The City agrees that bargaining unit members may be members of the existing city cafeteria benefit plan, established and recognized as a qualified I.R.S. section 125 plan; bargaining unit members shall have the same benefits, rights and obligations as all other city employees who are members of this plan, and will be subject to the same changes in the plan that may be made which would effect those other employees.

Section 7. Longevity. All bargaining unit members who regularly work a forty (40) hour work week shall receive longevity pay at a rate of thirty cents (\$.30) per hour after five (5) consecutive years of uninterrupted service in the bargaining unit and ~~twelve~~ sixteen cents (~~\$0.16-12~~) per hour for each additional year of continuous service in the

bargaining unit, which shall increase to twenty cents (\$0.20) per hour commencing on January 1, 2026 and to twenty-four cents (\$0.24) per hour commencing on January 1, 2027, up to a maximum of ~~three dollars and thirty cents (\$3.30)~~ seven dollars and seventy-four cents (\$7.74) per hour. All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at a rate of twenty-two and one-half cents (\$.225) per hour after five (5) consecutive years of service in the bargaining unit and ~~nine-twelve cents (\$.090.12)~~ per hour for each additional year of uninterrupted service in the bargaining unit, which shall increase to fifteen cents (\$0.15) per hour commencing on January 1, 2026 and to eighteen cents (\$0.18) per hour commencing on January 1, 2027, up to a maximum of ~~two dollars and forty-seven and one-half cents (\$2.475)~~ five dollars and eighty and one-half cents (\$5.805) per hour.

Section 8. Out of Classification Pay.

(a) As used in this section, a Captain shall be “deemed eligible” to temporarily fill a Battalion Chief vacancy as an out of classification assignment upon meeting the following criteria:

- (1) Maintain a valid Kansas driver’s license;
 - (2) Maintain a City insurable driving record;
 - (3) Complete National Incident Management System certifications—levels 100, 200, 700 & 800;
 - (4) Complete Blue Card Incident Command; if offered by T.F.D.;
 - (5) Complete ~~three day ride out with a Chief officer to include training on Intellitime, Aegis staffing, and Share Point~~ training criteria as determined by management;
- and

(6) Must have taken Incident Safety Officer, if offered during their time as a Captain.

Management will complete a quarterly evaluation of all captains who have been deemed eligible to be assigned to temporarily fill a Battalion Chief vacancy. Any captain who is rated below expectations for two consecutive quarters on such evaluation will be removed from the list of those eligible to be assigned to temporarily fill a Battalion Chief vacancy for six (6) months.

When a Captain is designated by management to fill a Battalion Chief vacancy, the Captain shall work in the higher level capacity and shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties of Battalion Chief.

Only non-probationary Captains who have been deemed eligible and who have opted-in pursuant to this section will be designated. Non-probationary Captains may opt-in to be assigned to fill-in for the absence of a Battalion Chief. Letters must be submitted annually by November 30th to opt-in for the upcoming year. Failure to complete an opt-in letter by the deadline of November 30th of each year will be considered an opt-out for the upcoming calendar year. For legitimate reasons as determined by the Fire Chief, a Captain may be allowed to opt-out for the remainder of the calendar year.

The four most senior Captains assigned to each shift who have been deemed eligible and who have opted-in shall take turns filling the temporary vacancies of Battalion Chiefs. This will provide an even amount of opportunity to gain skill and experience in this out-of-class position. In the event that the four most senior Captains assigned to the shift who have been deemed eligible and who have opted-in are unavailable to fill a

Battalion Chief vacancy, the most senior non-probationary Captain who has been deemed eligible and who has opted-in and who is available and on duty will be assigned to the Out of Classification position.

(b) ~~Commencing January 1, 2014, if for more than six (6) consecutive shifts, if~~ an apparatus operator is absent for more than six (6) consecutive shifts for reasons other than vacation, personal leave, or Kelly Day, any lower ranked bargaining unit member who assumes the duties of the apparatus operator shall be compensated for hours worked at the rate of an additional \$2.00 per hour for the added duties.

Section 9. Compensatory Time. Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of one hundred-sixty (160) hours of compensatory time earned will be allowed to accrue for eight hour employees and a maximum of one hundred-forty-four (144) hours of compensatory time shall be allowed to accrue for twenty-four (24) hour employees. Officers do not have to take this time, but may carry it over from year to year. An officer may at his/her sole discretion choose between taking overtime in pay or compensatory time at the time it is earned, provided that the Fire Chief or his/her designee may at his/her discretion, designate in advance compensatory time or pay for voluntary assigned overtime to enable control over staffing and budget allocation. Once an officer has elected to take overtime in compensatory time, there shall be no entitlement to receiving payment for said time other than in the form of approved leave. Utilization of compensatory time shall be scheduled with the approval of the appropriate member of management.

An employee in an eight (8) hour position moving to a twenty-four (24) hour position may carry over a maximum of one hundred forty-four (144) hours of compensatory time.

Any hours above the maximum one hundred forty-four (144) hours will be paid to the employee at the appropriate rate.

Section 10. Uniforms.

A. Original Issue. The City agrees to provide and maintain without cost to the employee, the following work clothing to all firefighters upon initial hire:

	SUPPRESSION	INVESTIGATION	TRAINING	INSPECTION	PEO
Trousers	4 pair	4 pair	5 pair	5 pair	2 pair
Dress pants	2 pair	2 pair	2 pair	2 pair	5 pair
Shorts	4 pair		4 pair		
Dress shirts short/long sleeve	3 long sleeve or 3 short sleeve or a combination not to exceed 3	3 long sleeve or 3 short sleeve or a combination not to exceed 3	3 long sleeve or 3 short sleeve or a combination not to exceed 3	3 long sleeve or 3 short sleeve or a combination not to exceed 3	6 long sleeve or 6 short sleeve or a combination not to exceed 6
Polo shirt	4	4	5	5	2
T-shirt short/long sleeve	6 short sleeve or 6 long sleeve or a combination not to exceed 6	6 short sleeve or 6 long sleeve or a combination not to exceed 6	6 short sleeve or 6 long sleeve or a combination not to exceed 6	1	1
Sweat shirt	2	2	2	2	2
Winter coat	1	1	1	1	1
Non-safety footwear	2	1	2	2	2
Belt	1	1	1	1	1
Class A jacket		1			2

B. Standards. Work clothing must conform to Fire Department standards. Such standards shall include but not be limited to the manufacturer, color, style, etc. The Department shall provide a listing of work clothing and standards to all employees of the Department. All employees shall be responsible for maintaining their wearing apparel in a neat and presentable condition free of tears and holes.

C. Reimbursement. Investigators shall receive up to one hundred fifty dollars (\$150) per year for clothing reimbursement for civilian attire. Requests for reimbursement shall be made pursuant to Finance Department procedures.

D. Repair and Replacement. The Department shall be responsible for the repair and/or replacement of department issued uniform items no longer suitable for wear due to physical damage, contamination, aging, discoloration, size changes, or other situations deemed appropriate by the designated member of management. Any replacements of t-shirts, polo shirts, sweatshirts and trousers in excess of half of the allotment listed for original issue will be subject to exchange with the exchange occurring when the replacement item is provided (i.e., the old polo shirt will be exchanged for a new polo shirt). Replacement of nonsafety footwear, including tennis shoes, tactical boots and pull-on boots, is limited to one pair per year. Requests for non-emergency replacement will be made using the following schedule:

Month	Last Name Begins
January	A thru B
February	C thru D
March	E thru G
April	H thru L
May	M
June	N thru R
July	S
August	T thru Z

Section 11. Firearms. The City agrees to provide the firearm, holster and ammunition to each Investigator in the event the Fire Chief determines to require the Investigators to carry sidearms. The City agrees to transfer title of a Department issued weapon to a retiring member if the member has been carrying the Department issued weapon for a period of five years.

In the event the Fire Chief requires Investigators to carry sidearms, bargaining unit members agree to be bound by any standard operating procedures the Fire Chief implements regarding use of force, authorized weapons, and review of use of force incidents. Violations of these standard operating procedures may result in progressive discipline in accordance with Article IX of the City of Topeka Personnel Code.

Section 12. Benefits for Deceased Firefighters.

A. Lump Sum Benefit. Where a firefighter in regular pay status with the City dies from an illness contracted or an injury related to the performance of the firefighter's duties, the City shall pay the sum of \$10,000.00 to such beneficiary or beneficiaries as may be designated by the firefighter on his or her Kansas Police and Fire (KP&F) pension form. In the event the deceased firefighter has designated more than one beneficiary on the KP&F pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

B. Continuation of Health Benefits for Dependents. For a period of 6 months following the death of a firefighter in regular pay status, who dies from an illness contracted, or an injury related to the performance of his/her duties, the City shall pay the difference between the cost of health and/or dental coverage under the firefighter's plan in force and effect at the time of his/her death and the cost of COBRA monthly premium which commences following said death.

Section 13. SCBA Technician. Employees certified as SCBA Technicians and designated at the sole discretion of the Fire Chief, the duties of which shall include repair and maintenance of SCBA, shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to their regular pay. Incentive pay will be prorated over twenty-

six (26) annual pay periods.

Section 14. Ladder Testing. Employees designated at the sole discretion of the Fire Chief to be responsible for the annual testing of all Topeka Fire Department ladders shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to their regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

Section 15. Equipment Calibration. Employees designated at the sole discretion of the Fire Chief to be responsible for the calibration and maintenance of monitoring equipment in the Topeka Fire Department (e.g. four gas, carbon monoxide, etc.) shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to their regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

Section 16. ALS compensation.

A. Advanced Life Support ("ALS") shall be defined as certain medical procedures or medication administration authorized or defined by protocol or scope of practice for Paramedics or AEMTs.

B. Employees who are Kansas Certified Paramedics ("Paramedics") who have successfully completed the recruit academy and are approved by Management to provide ALS services, and who provide ALS services shall receive ~~\$3,5006,000~~ of additional compensation for the calendar year ~~2022~~2025; ~~\$4,0006,500~~ of additional compensation for the calendar year ~~2023~~2026; and ~~\$4,5007,000~~ of additional compensation for the calendar year ~~2024~~2027.

C. Employees who are Kansas Certified Advanced Emergency Medical Technicians (AEMTs), who have successfully completed the recruit academy and are approved by Management to provide ALS services, and who provide ALS services shall

receive \$1,7504,800 of additional compensation for the calendar year ~~2022~~2025; \$2,0005,200 of additional compensation for the calendar year ~~2023~~2026; and \$2,2505,600 of additional compensation for the calendar year ~~2024~~2027.

D. This ALS compensation will be prorated over the annual pay periods in the respective calendar year.

~~E. An AEMT who is approved by Management to provide ALS services and who provides ALS services in the calendar year of 2022, shall receive a one-time incentive payment of \$500, payable in a lump sum in the last pay period of 2022.~~

FE. Paramedics: Unless previously approved by Management to provide ALS services, employees assigned to suppression and hired before January 1, 2020, who are certified paramedics and who desire to perform ALS services for the Topeka Fire Department must submit a letter of interest to the Fire Chief within 30 days from the date the Fire Chief provides written notice to provide ALS services. Once approved by Management, the add pay shall commence no earlier than January 1 of each calendar year. An employee hired before January 1, 2020, who elected to work as a Paramedic may notify the Fire Chief in writing to request to no longer provide ALS services and which will end additional paramedic compensation; such employees may forfeit future opportunities for paramedic compensation.

GE. Advanced Emergency Medical Technicians (AEMTs): Unless previously approved by Management to provide ALS services, employees assigned to suppression and hired before January 1, 2022, who are certified AEMTs and who desire to perform ALS services for the Topeka Fire Department must submit a letter of interest to the Fire Chief within 30 days from the date the Fire Chief provides written notice to provide ALS

services. Once approved by Management, the add pay shall commence no earlier than January 1 of each calendar year. An employee hired before January 1, 2022, who elected to work as an AEMT may notify the Fire Chief in writing to request to no longer provide ALS services and which will end additional AEMT compensation; such employees may forfeit future opportunities for AEMT compensation.

HG. Any notice provided pursuant to this section, as referenced above, will include general information regarding how ALS will be implemented including anticipated duties to be performed.

Section 17. Haz-Mat and Structural Collapse Certification.

~~Effective January 1, 2022 and thereafter a~~Any Bargaining Unit member that receives or has received a certificate of completion from a national, state, local or otherwise recognized authority having jurisdiction for Haz-Mat Tech or structural collapse and of which the same is on file with or approved by the Topeka Fire Department will receive additional pay of ~~\$500~~\$600 per year, prorated over twenty-six (26) annual pay periods, with the understanding that they will be expected to fulfill hazmat duties or structural collapse duties when assigned by Management. If any such Bargaining Unit member is permanently assigned to a Haz-Mat or structural collapse unit, such member shall receive an additional \$800 per year, prorated over twenty-six (26) annual pay periods for the duration of that assignment.~~Additional pay of twenty-five cents (\$0.25) per hour will be applied when a Bargaining Unit fulfills any hazmat or structural collapse assignments. No Member shall be eligible to receive additional pay for more than one national certification at any one time with a maximum of five hundred dollars (\$500) per year.~~

Section 18. Personal Protective Equipment Inspection and Testing.

One (1) Bargaining Unit Members per shift shall be designated by the Fire Chief to be responsible for the inspection and testing of Personal Protective Equipment (PPE) in the Topeka Fire Department, defined as such clothing and/or equipment itemized in Article 14, § 3 of this agreement. The selection of such Bargaining Unit Members shall be at the sole discretion of the Fire Chief. Any Bargaining Unit Member selected under this section shall receive twelve hundred dollars (\$1,200) per year incentive pay in addition to their regular pay, prorated over twenty-six (26) annual pay periods.

Section 19. Community Outreach and Specialized Equipment Work.

(a) Any employee designated at the sole discretion of the Fire Chief, or the Fire Chief's designee, to perform any community outreach service work as a representative of the City of Topeka or Topeka Fire Department (e.g., activities sponsored by the Topeka Fire Department such as the Topeka Fire Explorers program and/or the Camp Courage program) shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to the employee's regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

(b) Any employee designated at the sole discretion of the Fire Chief, or the Fire Chief's designee, to be responsible for the specialized maintenance and/or repair of any Topeka Fire Department equipment not covered by any preceding section of this Article shall receive twelve hundred dollars (\$1200.00) per year incentive pay in addition to the employee's regular pay. Incentive pay will be prorated over twenty-six (26) annual pay periods.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 1. Maintenance. Twenty-four (24) hour firefighter personnel agree to perform daily routine work in connection with maintaining the fire stations and the grounds on which such buildings are located. For purposes of this section, such work shall not include painting or paint preparation which cannot be done safely or major carpentry, masonry, electrical, plumbing, roofing, heating, glass, or floor covering work. Twenty-four (24) hour Fire Investigators shall not be required to perform routine maintenance on buildings and grounds.

Eight (8) hour personnel shall not be required to perform routine work in connection with maintaining the buildings in which they are assigned or the grounds on which the building is located with the exception of maintenance personnel.

Section 2. Parking. Reasonable parking shall be provided by the City for on duty firefighting personnel provided that such space is not needed for other activities as may be determined by the Fire Chief, or his/her designee. Parking permits will be provided for Executive Board members to park at any City parking to be used only while doing Union business pursuant to the City's employee parking policy.

Section 3. Residency.

~~Any bargaining unit member hired prior to January 1, 1982 shall be exempt from any existing or future residency requirements for the duration of this agreement.~~

~~Any bargaining unit member hired on or after January 1, 1982 will be required to reside in Shawnee County at a location which is no more than thirty (30) minutes travel time from their assigned reporting station, within 6 (six) months after completion of their~~

~~initial employment probation, and must maintain residency within the County for the duration of their employment with the City of Topeka. If the governing body of the City repeals or amends the current residency requirements, bargaining unit members hired on or after January 1, 1982 shall be covered by the repealed or amended Residency Requirements Ordinance with the exception of the time period bargaining unit members are allowed to establish bona fide residency within the County, which shall remain as listed in the above paragraph of this section.~~

(a) *City Employees.* All employees must be bona fide residents of the State of Kansas and are encouraged to reside inside the City limits of the City of Topeka.

(b) *Residency – Defined.* “Residency” is defined as the actual principal residence of the individual, where the individual normally eats and sleeps and maintains normal personal and household effects. Residency requirements must be established within one year of the employee’s date of hire. Documents that may be used to verify residency include, but are not limited to, voter registration card, proof of vehicle registration, property record card, property tax statement or valuation notice, executed rental agreement, and state issued identification cards showing proof of residency.

(c) *Critical Response Positions.* Employees employed in critical response time positions, or any others that require immediate physical presence on an as-needed basis, may be required to live within a fixed maximum response time from an identified point of report. Such a requirement shall be identified in the job description and will be a condition of employment. The amount of time allowed for the employee to establish such residence shall be established by the City Manager and provided to the employee in writing.

Section 4. Education Reimbursement. The purpose of the education

reimbursement program is to promote improved productivity in City services. Each bargaining unit employee shall be eligible for education reimbursement under the following guidelines:

A. Tuition/Textbook Reimbursement. Only full-time benefit eligible employees may be reimbursed for tuition/textbook expenses for academic or technical courses pursued through recognized educational institutions.

1. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted to while employed with the Topeka Fire Department and the employee must receive at least a 2.0 grade point average.

2. An amount not to exceed one thousand dollars (\$1,000) may be authorized and reimbursed annually for eligible employees.

3. An employee must complete the request for tuition/textbook reimbursement form as provided by the Human Resources Department and have the concurrence and signature of their immediate supervisor outside of the bargaining unit, the appropriate division head, the Fire Chief, or his/her designee, and the Human Resources Department before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade and proof of payment for the course and/or textbook must be received by the Human Resources Department within two months after the ending date of the course in

order for the employee to receive reimbursement.

4. The City will not reimburse employees for special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs.

5. The Fire Chief, or his/her designee, shall make every effort to budget for and approve reimbursement for academic courses for employees. The Fire Chief, or his/her designee, shall approve courses on a first-come, first-served basis in a non-discriminatory manner within appropriate budget constraints.

B. Educational reimbursement for Fire related schools or seminars approved pursuant to the provisions of Section 4 of Article 13.

1. An employee who is attending a fire related school or seminar shall be reimbursed as defined under the IRS per-diem for the region for meals and lodging.

2. Members may be required to share rooms and ground transportation if more than one member attends the same school or seminar.

3. Only the cost of the school or seminar will be prepaid by the Department.

4. Expenses for attending the school or seminar will be reimbursed by the Department when the member completes and submits the proper forms with proper receipts attached and providing that the total reimbursable expense does not exceed the total expenditure authorized by the Fire Chief.

5. The expense voucher provided for in paragraph 4 above must be accompanied by a concise and detailed report on the school or seminar including a listing of the classes attended and a statement relative to the applicability of information presented to the Topeka Fire Department.

Section 5. Legal Counsel. The City will provide legal representation for bargaining unit members against whom suit is brought in civil or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the city shall not be liable for payment under this clause.

Provided, further, that in the event the City, city officials, and a bargaining unit member are sued as a result of actions arising out of the bargaining unit member's official duties, the bargaining unit member shall be provided with a list of local attorneys approved by Local 83 and the City, from which the bargaining unit member may select counsel of his or her choosing.

Section 6. Employee Assistance Program. The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance (or their families if in the form of family counseling) in such areas as but not limited to, alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed toward their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Fire Chief

the employee's personal behavior and/or activity is interfering with the job performance.

Referrals for assistance may be arranged confidentially through the contracting EAP provider by the Fire Chief or his/her designee, the Union Representative, the individual and/or their family. The cost of an initial diagnostic referral shall be at the City's expense. Any subsequent expenses for treatment or diagnosis shall be the employee's responsibility.

This person will have no affiliation with the City or any officials beyond establishing the initial contract for services. This person will not report to the City or any City officials the names of employees or their families who are utilizing this service or the nature of any problems unless with the consent of the employee or when the nature of the problem presents a danger to the employee or others. The employee or his family will incur no expense for the assistance received with the licensed clinical psychologist or psychiatrist on retainer.

ARTICLE 17

DISCIPLINARY ACTIONS

Section 1. Progressive Steps. The City reserves the right to, with just cause, discipline, suspend or discharge employees for violations of City or departmental rules and regulations. Progressive discipline will be applied for infractions or a similar nature which are not serious enough to constitute just cause for immediate suspension or discharge. The progressive disciplinary process involves the following four progressive steps:

First Offense ----- Documented Verbal Reprimand

Second Offense -- Written Reprimand

Third Offense ----- Suspension

Fourth Offense --- Termination

Second and subsequent steps of discipline for offenses of a similar nature may not be taken by Management unless the employee has been served with the earlier disciplinary action and appropriate steps have been taken to place a copy of the prior disciplinary action in the official personnel file in the Human Resources Department.

Section 2. Procedure. The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in further progressive discipline.

A. Disciplinary actions of less than a suspension of fifteen days shall be removed from an employee's personnel file on completion of two years (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

Disciplinary actions of suspensions of fifteen (15) days or more will remain in the employee's personnel file but may not be considered for the purposes of promotion after twenty-four (24) months (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

B. Examples of offenses which may constitute sufficient and just cause for immediate suspension or termination are as follows:

1. Dishonesty in any form or degree.
2. Theft of property belonging to the City of Topeka.
3. Knowingly making false statements in matters relative to employment.
4. Insubordination.
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City of Topeka payroll.
6. Violation of the City's No Harassment or Discrimination policy.
7. Solicitation or acceptance of money or anything of value to influence decision in public matters or as a reward for such decisions.
8. Possession of any type of firearm, explosive or concealed weapon without specific authority.
9. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on duty.
10. Conviction of a crime involving dishonesty, fraud, deception, embezzlement, forgery, criminal threat, or acts of violence.
11. Other violations of a similar nature.

Any violation of policies, rules and/or regulations may constitute just cause for

immediate suspension or termination depending on the circumstances related to the offense.

The Fire Chief, shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City.

C. An employee who has received a disciplinary action of a suspension may make a written request to the Fire Chief to substitute accrued vacation leave for all or any portion of the suspension ordered on an hour for hour basis. The Fire Chief, shall have the sole discretion to either grant or deny the request including the number of hours which may be substituted. The employee who makes the request for substitution shall be deemed to have given up his/her right to grieve the decision to grant to deny the request and the decision of the number of hours granted.

D. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of any appeal filed under the grievance procedures of this agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. Definitions and Procedural Clarifications.

Grievance. An alleged infraction or inconsistency in the administration of a City or Departmental rule, policy, procedure, EEO matter, this Agreement or any other term or condition of employment as governed by this Agreement.

Applicability. This process shall apply to any employee who has been determined by the Public Employee Relations Board to be included within the appropriate unit of firefighters within the City of Topeka, Kansas. The resolution of grievances relating to matters governed by Civil Service rules and regulations may be pursued under the appropriate Civil Service remedy or under the provisions of this Article.

Employee Representation. An employee may represent him/herself through the fifth step of the grievance process with or without legal or other representation. Any costs incurred by the employee for outside counsel shall be the responsibility of the employee, regardless of the outcome of any decisions at any step of the process. Local 83 may initiate the grievance on its own volition.

Written Documentation. Any and all grievances proceeding to and beyond Step 2 of this process shall be on mutually agreed upon forms and shall include a grievance number provided by the Human Resources Department. All grievances and complaints must specify: the problem, including names, dates, places, and quotes, and why the preceding response did not reasonably resolve the problem. Incomplete grievances shall be returned to the grievant by the relevant party, and that grievant shall have forty-eight (48) hours from the day the grievance was returned (exclusive of weekends and holidays)

to complete the grievance and return it or it shall be considered null and void.

Receipt of Grievance or Grievance Response. A grieving or responding party shall serve the grievance or response on the appropriate party as specified in Section 3 herein. If said party is not available to be served, the specified time sequence shall be extended until the appropriate individual can receive the matter personally. The time for answering a grievance will not begin until the proper party has received the grievance or the response. Provided, however, a supervisor may designate a receiving party in his/her absence at his/her discretion.

Failure to Respond. Time sequences shall begin on the day the grievance appeal and/or response is submitted to the appropriate party and the date of receipt shall be noted on the grievance form by the receiving party. A response due on a particular day will be timely if delivered before midnight on that day. In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of management's last determination. In the event management does not respond within prescribed time sequences, the grievance shall automatically proceed to the next step of the grievance process, unless mutually agreed by the parties.

Notice of Intent to Arbitrate. Notices of intent to arbitrate shall be presented to the Director of Human Resources on the proper forms within the prescribed time sequences, and the Director of Human Resources shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an arbitrator shall be made by alternately striking names until one name remains. The party that strikes a name first shall be determined by the flip of a coin.

Malicious/Harassing Intent. If it is found by the arbitrator that either party has referred a problem to arbitration for the purpose of harassment or if the grievance process was not adhered to in good faith or if either party demonstrated malice in forwarding the grievance, then the full cost of arbitration shall be borne by the guilty party.

Section 2. Policy/Rights. It shall be the policy of the City to prevent the conditions which may cause a grievance or complaint, and to deal promptly, fairly, objectively, and in good faith with grievances or complaints which may occur.

Eligible employees shall have the right, without being subjected to restraint, interference, discrimination, reprisal or harassment of any form, to utilize the grievance and complaint procedure when in his/her opinion an action taken against him/her was without just cause.

The employee and/or not more than two (2) representatives shall be granted on duty time off with pay (not to exceed two (2) hours with pay in a seven (7) calendar day period) to facilitate discussions and conferences with City supervisors and/or administrators relating to the resolution of a specific grievance.

The scheduling of such discussions and conferences shall be by agreement of the aggrieved employee, his/her representative(s) and the employee's immediate supervisor.

Local 83 shall furnish to the employer a list of its accredited representatives and will promptly notify the employer of any changes.

All steps of the grievance procedure shall be followed by all parties in good faith and pursuant to the prescribed time frames, unless mutually agreed by the parties.

A Local 83 representative may be present with or without legal counsel at grievance proceedings involving matters of interest to Local 83.

Section 3. Grievance Procedure.

Step One. Informal Resolution. It shall be the policy of the City of Topeka to give individual employees or the Union an opportunity to discuss grievances with supervision in order to find mutually satisfactory resolutions as promptly as possible.

A grievance must be taken to a supervisor outside of the bargaining unit within ten (10) business days following knowledge of a problem. If possible, grievances shall be settled at this level through discussion with the involved parties. Such discussions shall be completed within thirty (30) business days. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within ten (10) business days following completion of discussions, and submitted to Step Two of this procedure. Nothing in this provision shall discourage the resolution of a grievance by lower level supervisory staff whenever possible.

The parties agree that neither the existence nor the utilization of this grievance procedure impairs or in any way interferes with the rights of any member of the bargaining unit to seek redress of any complaints, including an alleged violation of constitutionally protected substantive and procedural due process, in a court of law, unless said grievance is subject to final, binding arbitration as defined herein.

Step Two. The Union Grievance Committee, upon receiving a written, signed grievance petition, shall review the matter to determine if a grievance has merit and shall advise the employee if the Union will support the grievance within ten (10) business days following the receipt of the grievance. In the event the Union will not support the grievance, the employee may participate alone in the remaining steps of this grievance procedure at the employee's sole expense, provided the Union shall be allowed to have

a representative present and will be provided all documents associated with the grievance at the Union's expense.

Step Three. In the event Step Two does not resolve the matter, then within ten (10) business days of the Union Grievance Committee's decision in Step Two, the employee or Union may forward the matter to the Fire Chief, or ~~his/her~~ designee, who shall investigate the matter and render ~~his/her~~ written decision within ten (10) business days following receipt of the grievance. The Union or Employee shall have ten (10) business days from the date of receipt of the Fire Chief, or ~~his/her~~ designee's decision to either accept the decision or proceed to Step Four of this grievance procedure.

Step Four. In the event the grievant believes the Fire Chief's (or ~~his/her~~ designee's) written response does not resolve the matter, ~~the~~ grievant may, within ten (10) business days of receipt of the response, file ~~his/her~~ grievance with the Department of Human Resources. The Director of Human Resources, or ~~his/her~~ designee, accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The ~~Director of Human Resources~~ City Manager or designee shall within ten (10) business days investigate and shall, unless sustaining the grievance, conduct an informal hearing giving all parties an opportunity to express their positions and shall, within ten (10) business days from the date of the hearing, deliver a written determination.

Step Five. The final step of the grievance process shall be final and binding arbitration as provided herein. Following receipt of the ~~Director of Human Resources'~~ City Manager or designee's determination in the matter, the union or employee shall have up to ten (10) business days to either accept the determination or issue a notice of intent to

arbitrate. The notice of intent to arbitrate shall be in writing and shall be filed with the Department of Human Resources.

The City agrees to request FMCS rosters for arbitration within ten (10) business days of being provided a notice of intent to arbitrate and pay the entire fee for such roster subject to reimbursement of ½ the cost of the roster from the Union or Employee. In the event the Union, or Employee in the event of an arbitration not supported by the Union, fails to submit payment for its/their ½ share of the costs of obtaining a roster from FMCS within ten (10) business days of receipt of notice to arbitrate, the City shall make a written request for such payment. Failure to submit payment within twenty (20) business days of the City's written request will result in a withdrawal of the notice and the matter shall be considered settled on the basis of the City's last determination.

Section 4. Arbitration Conditions and Restrictions. If binding arbitration is opted for by either the City, Union or the employee, Local 83 shall pay for one-half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the City, provided, however, that Local 83 shall not be responsible for arbitration fees incurred in the event an employee chooses to take a grievance to arbitration without the concurrence of the Union. In such an event, the arbitration fees shall be borne equally by the employee and the City.

The parties will attempt to stipulate to the issues prior to the arbitration. If stipulation on the issue is unattainable, each party shall prepare an issue statement. All issues must be submitted in writing to the arbitrator who shall rule only on the issues as stipulated or determined by the arbitrator based on the issue papers submitted by the parties. The parties may agree at any time prior to appointment of an arbitrator to mediation of any dispute utilizing FMCS.

The arbitrator shall consider all factors relevant to a dispute, including attempted resolution of problems at preceding steps of the grievance process, whether or not a grievance is being addressed in good faith by either party, and shall attempt to render a decision within thirty (30) business days following completion of hearings and/or submission of post-hearing briefs.

Arbitrations hereunder shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association.

The arbitrator shall not add to, nullify, modify, ignore, amend, or delete any City Ordinance, Council Directive, Departmental Rule, Regulation, or Policy applicable to the dispute being arbitrated.

Either party desiring a transcript of arbitration hearings shall be responsible for the cost of such transcripts.

Finding of the arbitrator shall be final and binding unless the arbitrator's decision exceeds the limits stated herein. If the arbitrator rules outside the scope of his/her authority, his/her decision will be null and void.

Only issues arising following adoption of this policy shall be eligible for arbitration.

The arbitrator shall decide:

- A. Arbitrability of the issue(s);
- B. Whether or not this Agreement has been violated based on the issue(s) presented to the Arbitrator;
- C. Good faith adherence to the process;
- D. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 19

PREVAILING RIGHTS

The City and Union agree to continue existing employee practices and benefits not specifically referred to or modified in this Agreement, provided that continuance of any such benefits shall be consistent with the Management's Rights section of this Agreement and shall in no manner detract from management's ability to conduct business as stated herein.

It is also agreed by and between the parties that all ordinances now in force or hereinafter enacted by the Governing Body, which describe specific benefit and/or condition of employment areas for Local 83 bargaining unit members, shall be referenced as a part of this Agreement.

It is further agreed that bargaining unit members shall be covered by Civil Service provisions as they pertain to initial placement, promotion, and appeal of disciplinary actions as prescribed by Civil Service ordinances and regulations.

ARTICLE 20

COST CONTAINMENTS

The parties hereby agree that the Union shall aid the City in every possible and conceivable manner to avoid the waste of the Fire Department's assets. Local 83 further agrees that they will aid the City to the best of their ability toward acquisition of the uniform goal of increasing the efficiency of all operations which are carried on by the Topeka Fire Department.

ARTICLE 21

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to Management if the public service mission of the City is to function effectively and efficiently. Unless specifically modified by any subsection of this Agreement, Management reserves the right to:

1. Direct the work of the employees;
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
3. Maintain the efficiency of governmental operations;
4. Discipline, suspend and/or discharge employees for proper cause;
5. Take actions as may be necessary to carry out the mission of the agency in emergencies as declared by the City Manager;
6. Determine the methods, means and personnel by which operations are to be carried on;
7. Relieve employees from duties because of lack of work or for other legitimate reasons.

ARTICLE 22

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Agreement is subject to all Federal and State laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be revised as provided herein.

This Agreement shall be binding on any subsequent Union or City elected officials, and no provisions, terms, or obligations herein contained shall be changed for the duration of this Agreement without the mutual consent of both parties. Discussions concerning any changes in this Agreement may be initiated with at least a two (2) week notice to the other party unless mutually agreed by the parties.

ARTICLE 23

FIRE SUPPRESSION PROMOTIONAL EXAMINATION PROCEDURES

~~Effective January 1, 2021, the following provisions will apply for promotions. Apparatus Operators on the promotion eligibility list for Lieutenant as of December 31, 2020, will remain on the list and be allowed to promote to Lieutenant without obtaining required certifications for Lieutenant implemented in 2021. Lieutenants on the promotion eligibility list for Captain as of December 31, 2020, will remain on the list and be allowed to promote to Captain without obtaining required certifications for Captain implemented in 2021. Otherwise, p~~Promotions to the ranks of Apparatus Operator, Lieutenant and Captain are governed by the provisions of all Sections of this Article. Promotions to the ranks of Firefighter 2nd class, Firefighter 1st class and Advanced Firefighter are governed by the provisions of:

- Section 1.** All provisions apply.
- Section 2.** Only the provisions of Subsections A, B & C apply.
- Section 3.** Only the provisions of Subsections A1 & A5 apply.
- Section 5.** All provisions apply.
- Section 6.** All provisions apply.
- Section 7.** All provisions apply.
- Section 8.** Only the provisions of Subsection A apply.
- Section 9.** Only the provisions of Subsection A, B, & E apply.
- Section 10.** All provisions apply.
- Section 11.** Only Subsection A and C applies.
- Section 12.** All provisions apply.

Section 1. Promotional Examination Guidelines.

- A. Written examinations will be administered through the administrative staff of the Fire Department and the Promotion Board.
- B. The Promotional Board shall consist of one training officer, two members of Management and two bargaining unit members selected by the Union who are equal or above the rank being tested for promotion. The Board shall monitor all promotional test procedures.
- C. Test questions and answers will be selected and established by the Fire Chief, or his/her designee.

Section 2. Promotional Test Eligibility.

- A. To be considered for promotion from Firefighter 3rd class to Firefighter 2nd class, the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter I must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter I has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.
- B. To be considered for the promotion from Firefighter 2nd class to Firefighter 1st class the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Firefighter II must have been obtained. However, if the NPQ (National Pro Board Qualified) or

IFSAC (International Fire Service Accreditation Congress) certification for Firefighter II has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.

- C. To be considered for the promotion from Firefighter 1st class to Advanced Firefighter an individual must hold the rank for one (1) year.
- D. To be considered for the promotion from Advanced Firefighter to Apparatus Operator, the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Driver/Operator Pumper must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Driver/Operator Pumper has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.
- E. To be considered for the promotion from Apparatus Operator to Lieutenant the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Instructor I must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Instructor I has not been offered at least one time each calendar year of this

agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.

- F. To be considered for the promotion from Lieutenant to Captain, the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Officer I must have been obtained. However, if the NPQ (National Pro Board Qualified) or IFSAC (International Fire Service Accreditation Congress) certification for Fire Officer I has not been offered at least one time each calendar year of this agreement, employees may be promoted prior to obtaining the certification, but must obtain the certification within one year of the promotion, only if such certification is offered to the employee by T.F.D.

- G. ~~To be considered for promotion to Apparatus Operator, Lieutenant or Captain, ninety percent (90%) of the senior person's time with the City of Topeka in a bona fide fire service capacity is required. Individuals whose tenure with the Department in a bona fide fire service capacity equals at least ninety percent (90%) of the tenure of the most senior individual in the same rank shall be eligible for consideration for promotion to the next rank (the "Ninety Percent Rule"). For example, all Fire Apparatus Operators whose tenure equals at least ninety (90%) of the tenure of the most senior Fire Apparatus Operator shall be eligible for consideration for promotion to Lieutenant.~~ Individuals must be an Advanced Firefighter to be considered for Fire Apparatus Operator; a Fire Apparatus Operator to be considered

for Lieutenant; a Lieutenant to be considered for Captain.

- H. If the ~~n~~Ninety ~~p~~Percent (90%) ~~clause~~Rule does not present a minimum of five (5) ~~applicants~~candidates, or at least a sufficient number of ~~applicants~~candidates plus five (5) to fill the foreseeable vacancies at the time, then individuals whose tenure with the Department in a bona fide fire service capacity equals at least ninety percent (90%) of the second senior persons ~~will be in operations~~shall also be eligible; ninety percent (90%) of the third; of the fourth, etc., until ~~this number of personnel~~at least a sufficient number of candidates plus five (5) to fill the foreseeable vacancies are taking the test.
- I. In case the ninety percent (90%) clause at any time, including first, second, third, and fourth examples, brings in a list of personnel who all ~~_went into service on the same date~~have the same seniority date, then this entire group will take the test.
- J. A minimum score of seventy percent (70%) must be met (this includes any deductible point loss from personnel records) to qualify for the promotion. Candidates who have met the seventy percent (70%) requirement shall be promoted in order of seniority when there are different dates of hire.
- K. In the event candidates up for promotion have the same date of hire, the candidate with the highest final written score shall be promoted first. If candidates with the same date of hire have the same final written score, the candidate listed highest on the current seniority roster will be promoted first.

Section 3. Written Test.

The categories from which personnel shall be examined, for the respective rank, a written test given must be restricted to:

1. The I.F.S.T.A. Essentials Manual, Topeka Fire Department General Orders, Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test).
2. The I.F.S.T.A. Pumping Apparatus Driver/Operator Handbook, I.F.S.T.A. Aerial Apparatus for promotional examinations from Advance Fighter to Apparatus Operator.
3. The Topeka Fire Department Training Manuals, I.F.S.T.A. Manuals, General Orders and Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test).
4. Additional questions for Captain positions may be from the following sources: Reports they are required to file daily, monthly, or yearly, including a summary from National Fire Incident Reporting System (NFIR's).
5. Promotional tests shall consist of multiple choice questions.

Section 4. Practical Examination.

- A. Apparatus Operator – Candidates for the position of Apparatus Operator will participate in a practical test to include the following:
 1. Driving course.
 2. Pump operations.
- B. Lieutenant ~~and Captain~~ – Candidates for the position of Lieutenant ~~or Captain~~ will participate in a practical test to include the following:
 1. Fire scene scenario.

2. ~~Employee~~/Citizen interaction.

C. Captain – Candidates for the position of Captain will participate in a practical test to include the following:

1. Fire scene scenario.

2. Employee interaction.

Section 5. Probationary Periods.

- A. All promotions shall be followed by a one (1) year probationary period with an evaluation made at the end of that period based upon the following information:
 1. Personnel and Training Records.
- B. No employee will be promoted to the next higher rank until they have successfully completed their probationary period in the rank they currently hold.

Section 6. Notification. Notice of a forthcoming promotional (written and/or practical) tests shall be posted in all fire stations and departments at least sixty (60) days prior to the test being given. At least thirty (30) days prior to the test being given, management shall provide a study guide for written and practical exams for the ranks of Apparatus Operator, Lieutenant, and Captain.

Section 7. Absence/Exemptions. Any eligible member choosing to be examined as defined in the preceding sections shall request absence from the testing as soon as possible. The following are reasons for excused absence:

- A. Death or serious illness of an immediate family member as defined in Section 1 of Article 11 of this agreement.
- B. Extended illness of the member with an accompanying doctor's report.

- C. The applicant's vacation was scheduled prior to the sixty (60) day notice. Any member determined eligible for promotional testing who is absent and has not obtained an excused leave shall be removed from the list of those eligible to be tested, and will not become eligible until the next promotional test is given.

Section 8. Testing Times and Locations.

- A. Subject to Section 7, the test shall be given one (1) time at one (1) location to all eligible personnel. Arrangements will be made for all eligible, on duty personnel to take the test at the location designated by the Fire Chief, or his/her designee.
- B. Every effort will be made to test candidates for the positions of Apparatus Operator, Lieutenant and Captain within the first quarter of each year.

Section 9. Test Grading.

- A. No questions will be allowed regarding the test until grading is completed.
- B. Testing and Grading will be by the Promotion Board immediately following the test.
- C. If a tie occurs and the candidates have the same ~~date of hire~~seniority date, the candidate listed highest on the seniority roster will be promoted first.
- D. Following an exam the participant shall receive a written statement of results from the duly authorized test administration.

Section 10. Promotional Test Scores and Ratings. All personnel taking a promotional test shall have their personnel records reviewed for evidence of reprimand or suspension. Any standing written reprimand or suspension shall result in the following

point loss in the participants written test score.

- A. Written reprimand. Ten (10) point loss to be reduced two (2) points per year of good conduct after reprimand.
- B. Suspension following a written reprimand. Twenty (20) point loss to be reduced four (4) points per year of good conduct after suspension.
- C. Immediate suspension. Removal from testing eligibility ~~list-of-eligibility~~. Will become eligible on following testing eligibility list.
- D. If any suspension or reprimand is overruled, all rights will be restored on the list of eligible candidates for promotion.

Section 11. Promotion Ranking System.

- A. Firefighters:
 - 1. 50 written question test
 - 2. 100 total points possible
 - 3. 70% of the total points required for passing after point loss
- B. Officers/Apparatus Operators:
 - 1. 100 written question test (100 points)
 - 2. 100 point practical test
 - 3. 70% of each test required for passing after point loss from written test
- C. Upon completion of promotion procedure, a list of promotion standings shall be established and posted in all fire stations and departments within the Fire Department. This list will be used until it is depleted. This list and its order of promotions is subject to variation with subsequent disciplinary actions

(see preceding section).

D. In the event that a candidate who is selected for promotion declines or has not completed the necessary certificates set forth in Section 2(d), (e), and (f), the candidate will be removed from the list of promotion standings and may test again at the next testing opportunity.

Section 12. Failure to Pass Exam.

- A. A Firefighter 3rd class who fails the Firefighter 2nd class examination, a Firefighter 2nd class who fails the Firefighter 1st class examination, or a Firefighter 1st class who fails the Advanced Firefighter examination on ~~his/her~~ the first attempt, shall be eligible to take such examination a second time no sooner than ninety (90) days from the date of failure. Eligibility for additional opportunities to take such examination shall occur no sooner than twelve (12) months from the date of the failed second test.
- B. An Advanced Firefighter, Apparatus Operator or Lieutenant who fails a promotional exam to the next higher rank will be allowed to take the next scheduled promotional exam. Upon passing of subsequent exam, the employee will be promoted at the top of said testing groups. After promotion to said rank, the employee shall return to their original ~~hiringseniority~~ group for future promotional exams.

ARTICLE 24

RULES AND REGULATIONS

The City agrees to allow Local 83, IAFF, to provide written input concerning departmental rules and regulations, SOP's, and SOG's prior to their presentation in final form to the City Manager for ratification and implementation. The Union will have two (2) calendar weeks to provide information to management which would have bearing on the fundamental issue addressed by any specific policy. If input is not received within the two (2) week period, it shall be assumed that the Union does not have any principle difference in the intended implementation of any such policy.

While the Union will have input into the policy, it should be clearly understood that the promulgation of departmental rules and regulations is a Management prerogative and is not hereby abbreviated or compromised in any manner. Management does, however, agree to give full and due consideration to timely written arguments presented by the Union regarding set departmental rules and regulations.

ARTICLE 25

WELLNESS-FITNESS INITIATIVE

Section 1. Implementation. The parties agree to implement the Joint IAFF-IAFC Wellness-Fitness Initiative. By March 13, 2013, a committee of management and employees will be formed to customize the initiative specific to the Topeka Fire Department.

Section 2. Costs. To support the Wellness Fitness Initiative, there shall be three (3) bargaining unit members, comprising of one (1) member per shift, who will become certified peer-fitness trainers for the program. The Union agrees to share half the cost of the initial certification for three (3) peer-fitness trainers. Those certified peer-fitness trainers will receive incentive pay in the amount of one hundred dollars (\$100.00) per month, not to exceed \$1200.00 per employee per contract year. Certification incentive pay will commence upon completion of certification. The peer-fitness trainers will be bargaining unit members and will be selected from those who apply for consideration based on seniority.

Section 3. Wellness Fitness Program.

All members are eligible to participate in a wellness program with the City Wellness Center by registering with the Wellness Center. The member shall have full access to the facilities within the Wellness Center.

ARTICLE 26
(ELIMINATED)

ARTICLE 27

VACANCIES

The City agrees that when a permanent vacancy occurs in an Apparatus Operator, Lieutenant, or Captain position in suppression it shall be filled within 14 days of the official severance of the vacating department member at the entry salary rate of the vacant position by the next employee on the applicable eligibility roster. Failure of an employee to assume such a position shall cause removal of an employee from the eligibility roster.

Nothing in this section shall prohibit the Fire Chief, or his/her designee, from determining whether or not permanent vacancies other than Apparatus Operator, Lieutenant, or Captain in suppression exist and whether or not permanently filling such other positions is in the best interest of the Fire Service. A permanent vacancy means a position which is open and not subject to a pending grievance or arbitration. In the event of a captain or apparatus operator vacancy created by a disciplinary action that is the subject of a pending grievance or arbitration, the employee filling such vacancy shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties.

ARTICLE 28

MINIMUM FIREFIGHTER STAFF

It is agreed between the City of Topeka and Local 83 that at least four (4) firefighters will be assigned to each first line fire company; provided, however, that at any time the City may alter this staffing pattern so long as there will be enough personnel present at each fire station so that when a fire truck leaves the station on a call, there will be three (3) firefighters staffing the said vehicle, except in inadvertent emergency situations not brought about by the City.

It is further agreed that any supplemental equipment used by firefighters to aid them in the performance of their jobs shall be considered as part of their first line company. Personnel on both the first line company and the supplemental equipment shall be counted in meeting the above staffing requirements for the personnel assigned to the first line company.

Supplemental equipment may be delivered to an ongoing incident by less than three firefighters so long as a first line piece of equipment is not taken out of service. EMS Squads shall be operated by two or more fire personnel, who each possess not less than certification at the level of EMT, for the sole purpose of providing Emergency Medical Service. Except in inadvertent emergencies not brought about by the City, one of the personnel assigned to an EMS Squad shall be an officer. EMS Squads (I.E. brush truck, suburban & pickup) shall not be first line equipment. Supplemental equipment or EMS Squads shall not be manned unless all first line companies are in service. Manning for supplemental equipment and, including but not limited to EMS Squads, shall not prohibit members from utilizing the various leave and vacation time provided for in this contract.

Any time a piece of reserve equipment is staffed and placed in service, as a first line company, it shall meet the staffing clause as set forth in this contract.

Twenty-four (24) hour Investigators shall not be utilized to maintain staffing levels of first line fire companies. Twenty-four (24) hour Investigators shall be subject to emergency transfers as defined in Article 5, Station and Work Assignments, Section 3, Emergency Transfers.

ARTICLE 29

DRUG SCREENING POLICY

Section 1. Definitions.

Aliquot - A portion of a specimen used for testing.

Bargaining Unit Officer - Any officer on the Topeka Fire Department in the pay grade of Lieutenant or Captain.

Chain-of-Custody - The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing and reporting.

Collection Site - A place where employees present themselves to provide, under controlled conditions, a urine specimen which will be analyzed for the presence of drugs.

Confirmatory Test - An analytical procedure which is independent of the initial test to identify the presence of a specific drug or metabolite and which uses a different chemical principle from that of the initial test to ensure reliability and accuracy. Gas chromatography\mass spectrometry (GC/MS) shall be the accepted standard confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine. Evidential breath testing shall be utilized to determine the presence of alcohol.

Confirmed Positive Result - The presence of an illicit substance in the pure form or its metabolites at or above the specified cutoff level identified pursuant to the procedures as specified within the definition of Confirmatory Test as described above.

Director - The Director of the Department of Human Resources or the Director's designee. The designee may be an individual who acts on behalf of the Director to implement and administer these procedures.

Department Head - Person in charge of the Topeka Fire Department.

Division Head - Person in charge of a division of the Topeka Fire Department. (i.e., Training, Fire Prevention, Investigation)

Drug - Any illegal or controlled substance, including alcohol, as defined by the Kansas Statutes Annotated.

Drug Screen - A test to determine the presence of drugs or alcohol.

Employee - An individual employed by the City of Topeka.

Fire Department Officer - Any officer on the Topeka Fire Department holding the rank of Lieutenant or above.

Initial Test - A screen to eliminate negative urine specimens from further consideration or other preliminary test to detect the presence of alcohol.

Negative Result - The absence of drugs in the pure form or metabolites in sufficient quantities to be identified by either an initial screen or confirmatory test or as determined by the Medical Review Officer.

Medical Review Officer - A licensed physician who reviews and interprets positive results of confirmatory tests and evaluates those results together with medical history or any other relevant biomedical information to confirm positive results. This person has knowledge of substance abuse and appropriate medical or forensic training.

Reportable incident-Any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, as well as any incident involving an employee operating a City vehicle or equipment that can be operated on public right-of ways.

Suppression Chief – Deputy Chief of Operations, Shift Commander and

Battalion Chief.

Section 2. Policy Statement.

A. Policy/Procedure:

1. The City of Topeka has a commitment to a drug-free work place.
2. This policy applies to drug screening, education, and rehabilitation for city employees who are suspected of substance abuse, or required to test after a reportable incident—all pursuant to the provisions set forth herein.
3. Drug screens may screen for alcohol and any drugs listed in Schedule I or II of the Kansas Controlled Substances Act, K.S.A. 65-4101*et seq.* Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. Current test levels are reflected within Exhibit A to the City's ARR 102.
4. Specimens collected pursuant to this policy will be used only to test for those substances specified in these procedures and may not be used to conduct any other analysis or test unless otherwise authorized by law or the individual.
5. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) utilizing an Evidential Breath Testing (EBT) device which meets the requirements established by the conforming products list published in the Federal Register. An initial EBT reading of less than .02 shall be considered a negative screen. An initial EBT reading of .02 to .0399 will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive. If the

second test falls within the same range, the individual will be removed from his/her duty assignment for a time not less than 24 hours following administration of the test. All records of EBT test results falling within the .02 to .03999 range under this policy shall be destroyed and not utilized in any other testing or disciplinary action.

6. A reading of .04 or greater on the EBT will result in the necessity of a second test within the time-frame noted in paragraph 5 above. A second EBT test result of .04 or greater will result in the employee being placed on Administrative Leave and directed to the Employee Assistance Program (EAP) for referral to an appropriate drug assessment and education or treatment program approved by the EAP.

7. Collection sites, laboratories and test methods used to conduct drug screens shall comply with accepted practices within the industry and shall comply with all certification requirements. Confirmation tests shall be performed by a Substance Abuse and Mental Health Service Administration(SAMHSA) certified lab. Alcohol testing will be conducted by a certified BAT affiliated with the third-party vendor hired by the City to conduct its drug screenings. The City will provide reasonable prior notice to the Union when changes are made to the vendor(s) selected to serve as collection sites and/or laboratories for the administration of this Drug and Alcohol Policy.

8. Individual drug screen records maintained by the Director pursuant to this policy shall be considered confidential by the City and its representatives to the extent it is appropriate and feasible to observe reasonable expectations of privacy on the part of the individual.

9. Employees shall be informed of the City's drug screening policy prior to being subjected to any drug screens.

10. Chiefs or those persons who have responsibility to administer the City's drug screening policies and procedures shall receive training approved by the Director. In the case of the Topeka Fire Department's contract, Bargaining Unit Officers will also receive this training. For the purpose of this policy, "employees who have responsibility for administering the City's drug screening program" means department heads and their respective administrative and managerial staff who may have responsibility for advising or notifying s employees, preparing and maintaining forms or proposing disqualification or disciplinary actions pursuant to the drug screening policy.

11. Employees may be screened under the following circumstances pursuant to the provisions set forth herein:

- A. Reasonable Suspicion Testing.
- B. Post Reportable Incident Testing.

12. An employee required to submit to a drug screen shall be advised of the following:

- A. Methods of drug screening which may be used;
- B. Substances which may be identified;
- C. Consequences of a refusal to submit to a drug screen or of a confirmed positive result;
- D. Reasonable efforts to maintain the confidentiality of results and any medical information which may be provided; and

E. The right to request that the specimen be split in order for the employee to cause a separate screen to be made with all costs associated thereto to be paid by the employee. This right applies with testing for non-alcohol substances.

13. An employee shall be required to sign the drug screening consent forms. Refusal by the employee to sign the consent forms shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the employee to fulfill a condition of employment, resulting in the employee's immediate discharge from City employment.

14. An employee shall be informed of the drug screening specimen collection location and time. The employee shall be responsible for reporting to the collection site at the scheduled time.

A. An employee who is requested to submit to a drug screen shall be given time off with pay for that purpose.

B. An employee who is requested to submit to a drug screen shall be provided transportation to the testing site by a Suppression Chief who shall identify the employee for the testing facility.

C. Failure by an employee to report to the collection site at the scheduled time shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the to fulfill a condition of employment, resulting in the employee's immediate removal from the employee's duty assignment.

15. Drug screening results shall be reported in as timely a manner as

reasonable and be revealed only to the employee and those persons authorized by the Director as having an established need for the information.

16. A permanent employee who receives a confirmed positive result and who has not previously had a confirmed positive result shall be directed to the Employee Assistance Program for referral to an appropriate drug assessment and education and/or treatment program approved by the appropriate EAP.

A. An employee will be granted leave to participate in an appropriate and approved education and/or treatment program pursuant to this policy for a period not to exceed an aggregate of 60 working days. Upon recommendation of the program provider, leave may be approved beyond these limits solely at the discretion of the Director if the recommended program warrants such an extension.

B. Leave to participate in education and/or treatment programs, as outlined in paragraph A above, shall be granted with pay to the extent the employee has accrued leave and without pay thereafter.

C. The employee shall be required to provide verification to the Director that the employee is participating in an appropriate and approved education and/or treatment program to receive approved leave.

D. The department head shall review the job duties required of the employee to determine whether the employee poses a threat to safety or health at the work site while undergoing out-patient or after-care treatment. The department head may reassign the employee to a light duty assignment in accordance with Article 10, Section 6 of this agreement.

E. Refusal by an employee to enter into an appropriate and approved drug assessment and education and/or treatment program may be grounds for termination. An employee may appeal his/her assignment to a specific program to the Director. The Director shall then determine the appropriate program and the employee shall be required as a condition of continued employment to participate in the program determined to be appropriate by the Director.

17. On completion of the recommended education and/or treatment program, the employee shall be required to provide or release clinical verification to the Director that the employee has successfully completed the recommended education and/or treatment program.

A. For the purposes of the City's drug screening program, successfully completing the recommended education and/or treatment program means the employee achieved and maintained a drug-free state which will normally be determined by a "negative" result from an authorized drug screen.

B. All employees who have entered a program as specified in this section shall be required, as a condition of continued employment, to submit to a drug screen once each quarter for a period of eighteen (18) months commencing sixty days after the date of the drug screen. The specific date each quarter on which the drug screen shall be made shall be at the discretion of the Director and shall not require advance notice to the employee.

18. An employee who receives a confirmed positive result shall be subject to

dismissal as follows.

A. The employee shall be subject to dismissal if the employee is serving an initial employment probation at the time the Director is notified of a confirmed positive result.

B. The employee shall be subject to dismissal if the employee fails to successfully complete an appropriate and approved drug assessment and recommended education and/or treatment program.

C. The employee shall be subject to dismissal if the employee has had a confirmed positive result within the previous five years.

D. The employee shall be subject to dismissal if the employee is classed as a seasonal or temporary employee.

19. This policy shall not preclude the department head from proposing disciplinary action for other aggravating circumstances that occur in addition to a confirmed positive result and which are normally grounds for discipline.

20. Any current employee who intentionally tampers with a sample provided for a drug screen, violates chain-of-custody or identification procedures or falsifies a test result shall be subject to dismissal.

21. If an employee has reason to believe that technical standards were not adhered to in deriving the employee's confirmed "positive" result, the result may be appealed in writing to the Director within 14 calendar days of receiving written notice of the result.

22. An employee shall be afforded due process in accordance with the grievance procedure within this labor agreement if a disciplinary action results from

the drug screening process or the employee alleges other violations of this policy.

23. Only the Director has the discretion to authorize additional tests by the original or a different laboratory on the same or a new specimen, if the Director determines that the technical standards established for test methods or chain-of-custody procedures were violated in deriving a confirmed positive result or has other appropriate cause to warrant additional tests. However, the employee may request and pay any costs associated with an additional drug screen of the original specimen taken for a drug screen by the contracted drug screening facility.

24. The drug screen shall be completed if reasonable suspicion exists that an employee is abusing a drug even if it is determined that the employee is using prescription drugs or medications under the care of a licensed physician. However, in such a case the employee shall be referred to the Medical Review Officer for an evaluation of the employee's ability to perform usual job tasks or whether reasonable accommodations need to be made for the employee's condition which requires the medication.

25. The City recognizes that patterns of behavior that may indicate drug use may also be signs of mental or physical illness. If an employee has a drug screen that involves a physical or mental function and that drug screen is negative, the employee will be referred to the City's health care provider for evaluation for any handicapping condition that may be contributing to the poor work performance.

26. Except where specifically specified in this policy, all expenses for drug screening and occupational health evaluations will be incurred by the City.

Section 3. Authority of Officers.

BARGAINING UNIT OFFICERS shall have the authority and responsibility to document occurrences which may be determined to constitute reasonable suspicion as provided in the following section of this policy.

SUPPRESSION CHIEFS OR DIVISION HEADS shall have the authority and responsibility to document occurrences or assist the BARGAINING UNIT OFFICERS in documenting occurrences which may be determined to constitute reasonable suspicion.

DEPUTY CHIEFS shall have the authority, acting in concert with department heads, the City Attorney and the Director, to determine that reasonable suspicion exists and to require that a drug screen shall be taken. In addition, Deputy Chiefs shall have the authority to make a determination that an employee shall be removed from his/her position pending a drug screen if allowing the employee to continue with his/her duties might pose a threat to the safety or health of the employee, the workforce or the public.

Section 4. Identifying And Documenting Reasonable Suspicion.

A. Reasonable Suspicion. Reasonable suspicion may be documented by any member of the Topeka Fire Department. Identifying and documenting reasonable suspicion shall follow the chain-of-command.

B. Situation Requiring Immediate Action. Situations requiring immediate action (drug screen request) on the part of the Deputy Chief or Department Head include:

1. An on-the-job accident which appears to have been the result of or contributed to by the employee being under the influence of drugs or alcohol;

2. An on-the-job incident that appears to have been caused by or contributed to by the use of drugs;
3. Direct observation by a Suppression Chief, or Division Head, or information reported to and supported by documentation or subsequently verified by the Bargaining Unit Officer, that the employee is unable to carry out the responsibilities of the job, or may be a threat to safety due to suspicion that the employee may be under the influence of drugs or alcohol; and
4. Physical on-the-job evidence of drug use by the employee.

An on-the-job accident, incident or failure to execute job responsibilities does not necessarily indicate drug abuse. However, if any Fire Department Officer observes or learns of any of these situations, and there is reason to believe that the employee may have been under the influence of drugs or alcohol, a Suppression Chief or Division Head must be notified immediately and must make a determination if the incident rises to the level of reasonable suspicion. A Suppression Chief or Division Head will make the determination to proceed with the steps required by this policy to request that the employee undergo a drug screen due to reasonable suspicion.

In situations requiring immediate action (a drug screen request), the Fire Department Officer will first document the incident which led the Suppression Chief or Division Head to believe the employee may have been impaired due to being under the influence of drugs or alcohol. The documentation shall include a full description of the incident including date, time, people involved, behavior,

reactions and how performance was affected or how safety was threatened.

The Suppression Chief or Division Head shall continue to document the situation through notification of and confrontation with the employee as provided in this policy. If the employee may be a threat to safety or may cause undue disruption of work activity, the Fire Department Officer shall see that the employee does not perform his/her assigned duties while decisions are made regarding the drug screen request.

The Suppression Chief or Division Head will then make every effort to confer with the his/her immediate superior or management staff before taking action to remove the employee from the work area. However, in an emergency (accident or threat to safety) it may not be possible to make timely contact with these parties before requiring the employee to leave the work area.

C. Patterns of Deteriorating Performance. When an employee begins to show a pattern of deteriorating job performance, the Fire Department Officer shall take a series of steps over a period of time, each of which requires full documentation. Being under the influence of drugs or alcohol can affect an employee's job performance in many ways and Fire Department Officers must be aware of them. Fire Department Officers need to document the following trends if they appear and the employee has no reasonable explanation for his/her behavior.

General Trends:

Excessive absenteeism; peculiar excuses for absences;

Excessive use of sick leave, particularly for minor illnesses such as colds, flu or stomach problems;

Frequent absences after scheduled days off;

Excessive tardiness;

Long breaks; frequent trips to the bathroom, break area or parking lot and frequent early departures from work;

Higher than normal accident rates;

Changes in appearance, such as flushed face, red or bleary eyes,

Carelessness in dress or appearance; hand tremors; needle marks on the arms.

Smelling of alcoholic beverages or of metabolic byproducts of alcohol, or smelling of marijuana smoke.

Altered consciousness or other signs of central nervous system dysfunction such as lack of coordination, slurred speech, unexplained difficulty in hearing or seeing.

Agitated or aggressive behavior.

Performance Related Trends:

Inconsistent work patterns or disruption of work patterns;

Decreasing reliability; procrastination; memory gaps;

Tendency to neglect details formerly not neglected;

Friction with co-workers; placing blame on others;

Making consistently bad decisions; missing deadlines;

Requesting different job assignments;

Seeking loans from co-workers;

Wasting office supplies or materials due to errors;

Poor service to the public; complaints from the public;

Lack of cooperation; confusion;

Decreased productivity or quality of work; and

Morale problems; unacceptable behavior.

Fire Department Officers should be cognizant that there are obviously other explanations for such trends. Fire Department Officers are not to jump to conclusions, must use good judgment, and must follow the procedures as outlined in this policy.

Documentation of patterns of deteriorating work performance is extremely important to the drug screening program. The documentation provides the basis for a requirement that an employee submit to a drug screen. The performance evaluation process may also be used as part of the documentation.

Fire Department Officers must document actual events and observations rather than hearsay. Documentation will include specific dates, times, people

involved, behavior, reactions, overall performance and a general discussion of the circumstances. Fire Department Officers shall not include medical diagnoses, conclusions about medical conditions or opinions about the causes of the observed behavior.

A Deputy Chief or Department Head is not to request that an employee submit to a drug screen based on an isolated situation unless the situation falls within section B above. Nor is a Deputy Chief or Department Head to request that an employee submit to a drug screen without a Suppression Chief or Division Head having first counseled the employee about a pattern of deteriorating job performance.

During the counseling session, the Fire Department Officer is not to diagnose the employee's problem, but is to point out where and how the employee's work performance has deteriorated. No mention of the employee being under the influence of drugs or alcohol may be made during these counseling sessions. The Fire Department Officer must be careful not to make statements that could be construed as defamation of character. The Fire Department Officer shall provide the employee with suggestions as to how to improve the employee's work performance to a satisfactory level during the counseling sessions. The Fire Department Officer is to encourage the employee to self-refer to the Employee Assistance Program to deal with any problems that might be causing the situation which is affecting the employee's work performance.

A Fire Department Officer must have counseled the employee at least once. Then a Battalion Chief, Shift Commander or Division Head must have counseled

the employee at least once before the Deputy Chief or Department Head requests a drug screen unless such drug screen is required pursuant to Section B above. The counseling sessions must be documented thoroughly.

If an employee's job performance has not improved after the documented counseling session and the employee continues to exhibit some of the characteristics outlined above, the confirming documentation shall be presented to the Deputy Chief or Department Head.

The Deputy Chief and the Department Head shall discuss and review the documentation to determine whether the circumstances constitute reasonable suspicion that being under the influence of drugs or alcohol is the reason for the employee's deteriorating job performance. Factors to consider include the general trends and patterns outlined above and comparisons with the employee's previous work performance.

If the Deputy Chief and the Department Head agree that the employee's work performance has declined to a degree that further steps must be taken and that no improvement has been shown after the counseling session, the Deputy Chief shall consult with the department head, the city attorney and the Director to determine whether a drug screen is warranted and shall be required as a continuing condition of employment.

Section 5. Post Reportable Incident Testing.

A. An employee involved in a reportable incident which arises from the employee's duties shall be tested for alcohol and controlled substance if any of the following resulted from that reportable incident.

1. Personal injury which requires medical attention or a fatality; or
2. One or more vehicles was disabled; or
3. An employee receives a citation for a moving traffic violation; or
4. Reasonable suspicion that the employee may be under the influence of alcohol or a controlled substance.

B. Should an alcohol and a controlled substance test be required, the employee shall be tested immediately following the incident. If the employee cannot be tested within eight (8) hours, the employee's supervisor shall document the reasons therefore.

C. An employee shall submit to a test for alcohol and controlled substance if the employee was involved in a reportable incident. If the employee refuses to be tested, the employee shall be relieved of his or her work responsibilities and may be subject to disciplinary action up to and including termination in accordance with this bargaining unit agreement. If an employee is tested by a law enforcement agency at the scene of an Incident, the employee shall still be subject to testing by the City's designated testing authority.

ARTICLE 30

DURATION

This Agreement shall be effective beginning January 1, ~~2022~~2025 and shall remain in full force and effect through December 31, ~~2024~~2027. The terms and conditions herein shall continue beyond December 31, ~~2024~~2027, until superseded and replaced by a subsequent agreement currently being negotiated by the parties.

If the City changes its EMS delivery model during the term or duration of this Agreement, the parties shall reopen this Agreement to address and resolve: all issues related to the provision of such emergency medical services, including but not limited to employee qualifications, education, training, equipment, work schedules and compensation; and all issues related to the terms and conditions of employment for each member of the bargaining unit, if any, whose terms or conditions of employment are directly or indirectly affected by any such change in its EMS delivery model.

DATED AND ACKNOWLEDGED THIS ____ DAY OF _____ 2021, IN
THE CITY OF TOPEKA, KANSAS, BY:

IAFF LOCAL 83

CITY OF TOPEKA

Aaron M. Freeman, President

~~Brent Trout~~ Robert M. Perez, Ph.D., City
Manager

Jared Wilson, Vice-President

ATTEST:

Brandon Adams, Secretary

Brenda Younger, City Clerk

Collyn Hoffman, Treasurer



CITY OF TOPEKA

City of Topeka Finance Department
215 SE 7th St, Rm 355
Topeka, KS 66603

budget@topeka.org
785-368-3970
www.topeka.org

To: Dr. Robert Perez, City Manager
From: Josh McAnarney, Budget Manager
Date: September 27, 2024
Re: IAFF Union Agreement

Pursuant to KSA 75-4331, the Chief Financial Officer of the City is required to provide to the governing body an analysis of the fiscal effects on the City of proposed agreements between the City and recognized employee organizations. As part of this analysis, we are required to identify the potential impact on the City's aggregate tax levy and its operating expense limitations. I have reviewed the economic terms of the International Association of Fire Fighters agreement pending before the City Council and its costs to the 2025 Operating Budget. This bargaining unit has 228 members in the Fire Department with expenses coming all from the General Fund. All of the measures in the proposed agreement are aimed at bringing the Union employees to a competitive rate with surrounding cities.

The proposed agreement includes the following:

- 4% matrix increase for 2025, 4% matrix increase for 2026, 4% matrix increase for 2027
- Increase in longevity pay
- Holiday Pay Increasing from 2.0x to 2.5x
- Holiday pay for non-scheduled holidays
- AEMT and Paramedic Add Pay Increase
- Hazmat Assignment Pay Increased from \$700 to \$800
- Hazmat Add-Pay \$500 to \$600

The following table (Figure 1) shows the wage and benefits estimations calculated based on the assumptions listed above.

Categories	2025	2026	2027
Total Employee Cost and Add Pays	\$25,255,698	\$26,908,306	\$28,541,177
Difference from Previous Year	-	\$1,652,608	\$1,632,871
Mill Levy Equivalent	-	1.148	1.135

Summary of 2025-2027 IAFF Contract Changes

Article 3, § 8	Office Space	<i>Removes outdated language</i>
Article 4, § 2	Work Cycles	<i>Updates work cycle dates</i>
Article 5, § 3	Specialty to Suppression Transfers	<i>Reduces from 2 years to 1 year the maximum amount of time needed in suppression after spending time in a specialty position before full seniority and rank are restored</i>
Article 5, § 5	Shift Exchange	<i>Eliminates requirements that shift exchanges be completed within 12 months or be deducted from accrued vacation to rely solely on FLSA guidelines</i>
Article 5, § 7	Mileage Reimbursement	<i>Updates outdated language</i>
Article 6, § 5	Minimum Use and Entitlement	<i>Reduces the minimum increment of vacation for 8 hour employees from 4 hours to 1 hour</i>
Article 7	Holidays	<i>Increases pay for working on holidays to 2.5 times regular rate and provides a paid 8 hour holiday for 8-hour employees not scheduled to work on a holiday and 12 hours holiday pay for 24-hour employees not scheduled to work on a holiday</i>
Article 8	Seniority	<i>Revises seniority based on hire date to be based on the later of academy start date or EMT certification date</i>
Article 9	Layoff	<i>Revises “Hire date” reference to “Seniority date”</i>
Article 10, § 9	Sick Leave Payment Upon Retirement or Death	<i>Removes outdated language and adds clarification that “retirement” does not include involuntary termination based on misuse of sick leave</i>
Article 10, § 10	Perfect Attendance Incentive	<i>Revises incentive to earn additional day of pay that can be exchanged for a paid day off (reverses current process of earning day off and exchanging for payout)</i>
Article 15, § 2	Compensation for Extra Hours Worked	<i>clarification that employees must report to call-back assignment within an hour of being contacted, due to expanded residency</i>

Article 15, § 8	Out of Classification Pay	<i>Implements performance evaluation of Captains serving as Battalion Chiefs to determine continued eligibility to temporarily fill the role</i>
Article 15, § 16	ALS Compensation	<i>Annual compensation for ALS certification increases from \$4500 to \$6000 in 2025, \$6500 in 2026 and \$7000 on 2027; For AEMT certification increases from \$2250 to \$4800 in 2025, \$5200 in 2026 and \$5600 in 2027</i>
Article 15, § 17	Haz-Mat & Structural Collapse Certification	<i>Revises pay structure for these certifications add pays</i>
Article 15, § 19 (new section)	Community Outreach & Specialized Equipment Work	<i>Adds two additional opportunities for annual compensation of \$1200 when assigned to extra or specialized duties</i>
Article 16, § 3	Residency	<i>Updates to reflect provisions set by ordinance</i>
Article 18, § 3	Grievance Procedure	<i>Revises hearing officer designation to avoid due process conflicts</i>
Article 23	Fire Suppression Promotional Exam Procedures	<i>Removes outdated legacy exemption language</i>
Article 23, § 2	Promotional Test Eligibility	<i>Clarifies formula to determine who is eligible to take practical exam</i>
Article 23, § 4	Practical Examination	<i>Updates practical exam requirements to match current practice</i>
Article 23, § 9	Test Grading	<i>Changes references from “hire date” to “seniority date” to reflect Article 8 revisions</i>
Article 23, § 10	Promotional Ratings	<i>Revises wording for clarity</i>
Article 23, § 11	Promotion Ranking System	<i>Adds provision to require a promotional candidate that declines promotion to retest to be eligible again</i>
Article 23, § 12	Failure to Pass Exam	<i>Changes references from “hire date” to “seniority date” to reflect Article 8 revisions</i>
Article 30	Duration	<i>3 year contract</i>

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Topeka, Kansas ("City") and Local 83 of the International Association of Firefighters ("Union") on this ____ day of September, 2024.

WHEREAS, on September ____, 2024, the Parties have tentatively agreed to enter into a collective bargaining agreement ("CBA"), to take effect on January 1, 2025 and remain in full force and effect through December 31, 2027;

WHEREAS, during negotiations for the CBA, the City proposed certain changes to Section 2 (Promotional Test Eligibility), of Article 23 (Fire Suppression Promotional Examination Procedures) in City Contract No. 49773;

WHEREAS, the Union made a good faith counterproposal which accepted the City's proposed changes to Sections 2.G, 2.H, and 2.I of Article 23 and rejected the City's proposed changes to Sections 2.J and 2.K of Article 23;

WHEREAS, the City rejected the Union's counterproposal and the Parties thereafter declared an impasse in negotiations; and

WHEREAS, the Parties have agreed to break the impasse and to forego recourse to the impasse resolution procedures of the Kansas Public Employer Employee Relations in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the forbearance and mutual promises herein, the Parties hereby agree as follows:

1. The Parties shall establish a Promotional Test Eligibility Study Group ("Study Group"), comprised of three members appointed by the City and three members appointed by the Union, to examine the requirements for promotion to Lieutenant and Captain and to discuss whether any current Promotional Test Eligibility requirements should be amended, supplemented or otherwise changed to improve the promotional system for Lieutenants and Captains.

2. During the period from January 1, 2025 through December 31, 2026, the Study Group shall meet from time to time by mutual agreement of the Parties to examine and discuss the matters identified herein. If the Study Group identifies and reaches consensus on any recommended changes to the promotional system for Lieutenants and Captains, it shall prepare a written report that may be considered in connection with negotiations for the CBA that will become effective on January 1, 2028.

3. The Study Group shall not be required to reach consensus on any issue examined and discussed or to recommend any change(s) to the promotional system for Lieutenants and Captains.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Jason Tryon, Deputy Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Fleet Garage Project Budget Increase
PROJECT #: 131082.00
CATEGORY/SUBCATEGORY: 020 Resolutions / 004 Public Improvements
CIP PROJECT: Yes
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler, amending the 2024-2033 CIP and the 2024-2026 CIB to increase the budget for Project No. 131082.00, Fleet Building Replacement.

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

(Approval would increase the budget by approximately \$3.2 million for a total project budget of \$8,798,602.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the recommendation of the Public Infrastructure Committee to increase the budget for the Fleet Building Replacement.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The current Light Duty Fleet building will be impacted by construction of the Polk-Quincy viaduct. The Polk Quincy Viaduct construction will commence March 31, 2025 requiring us to vacate the current facility by this date. A new facility will be required in order to continue servicing the City's vehicles. Fleet maintenance is critical to performing City operations. Without proper repair and maintenance of City vehicles,

services will suffer disruption.

BUDGETARY IMPACT:

\$5,598,602 Previous Total

\$3,200,000 Increase

\$8,798,602 Total

SOURCE OF FUNDING:

GO Bonds and compensation from the State of Kansas for the existing building and relocation expenses. Based on current estimates the breakdown is as follows

\$3,444,009 GO Bonds

\$5,354,593 KDOT compensation

\$8,798,602 Total

ATTACHMENTS:

Description

Resolution and Exhibit A CIP Page (Revised)

Revised Fleet Garage Project Budget and Compensation (October 7, 2024)

Presentation

RESOLUTION NO. _____

A RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler, amending the 2024-2033 CIP and the 2024-2026 CIB to increase the budget for Project No. 131082.00, Fleet Building Replacement.

WHEREAS, the Governing Body adopted Resolution No. 9425 approving the 2024-2033 Capital Improvement Program (CIP) and the 2024-2026 Capital Improvement Budget (CIB); and

WHEREAS, at its meeting on October 4, 2024, the Public Infrastructure Committee favorably considered staff's request to amend the CIP/CIB to increase the budget for Project No.131082.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that the 2024-2033 CIP and 2024-2026 CIB, as approved by Resolution No. 9425, be amended to include an increase to the budget of approximately 3.2 million dollars for Project No. 131082.00 for the Fleet Building Replacement for a total budget of \$8,798,602 as further described in the revised Project Summary (Exhibit A) which is attached herein and incorporated by reference.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

Fleet Garage Budget (95% Construction Documents)

30-Sep

Overall DD Budget Summary	
Division 1 General Conditions	\$ 716,872
General Conditions	\$ 716,872
Division 2 Demolition	\$ 231,304
Hazardous Material Abatement	Exc
Selective Demolition	\$ 231,304
Division 3 Concrete	\$ 363,544
Division 4 Masonry	\$ 231,893
Division 5 Structural Steel	\$ 237,443
Division 6 Wood	\$ 72,446
Rough Carpentry, Blocking, etc	\$ 65,094
Casework & Countertops	\$ 7,352
Division 7 Thermal & Moisture Protection	\$ 708,559
Membrane Roofing and Metal Wall Panel	\$ 662,668
Joint Sealants & Waterproofing	\$ 45,891
Division 8 Doors & Windows	\$ 223,823
Doors Frames & Hardware	\$ 54,106
Overhead Doors	\$ 114,543
Glass & Glazing	\$ 55,174
Division 9 Finishes	\$ 423,601
gyp Board Partitions & Lay-in Ceilings	\$ 192,630
Flooring & Base	\$ 175,931
Painting	\$ 55,040
Division 10 Specialties	\$ 44,390
Division 11 Equipment	\$ 377,076
Division 12 Furnishings	\$ -
Furniture	Exc
Racking, storage shelves, etc	Exc
Division 14 Elevator	
Division 21 Fire Protection	\$ 85,118
Division 22 & 23 Plumbing & HVAC	\$ 1,141,588
Division 26 Electrical, Fire Alarm & Data Rough-In	\$ 639,593
Division 31 & 33 Earthwork & Site Utilites	\$ 59,299
Division 32 Exterior Improvements	\$ 331,065
Asphalt & Pavement Markings	\$ 21,998
Site Concrete	\$ 37,283
Fencing	\$ 81,712
Wash Bay	\$ 190,072
Budget Subtotal	\$ 5,887,614
Design Contingency 8.00%	\$ 176,628
Construction Contingency 5.00%	\$ 294,381
Alt 1 Wash Bay	
Alt 2 Resinous Flooring in Lieu of Sealed Concrete in Admin	\$ -
Overall GMP Budget	\$ 6,358,623

Preconstruction Budget	\$ 468,985
Amendment 1 Preconstruction & Design	\$ 398,736
Amendment 2 Additional Preconstruction Funds	\$ 70,249

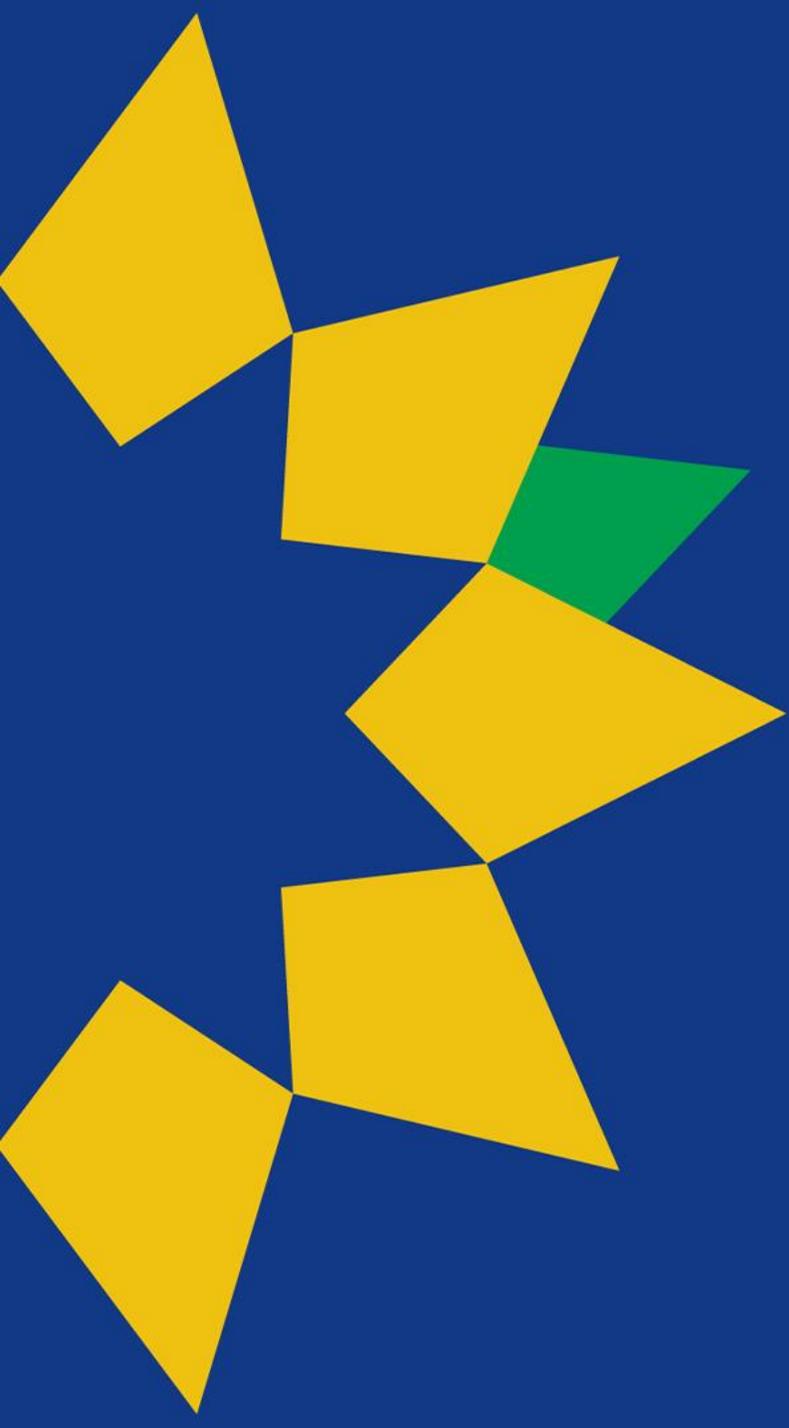
Owner Responsible Items	
Security	\$ 30,000
IT	\$ 75,000
Camera Installation	\$ 25,000
Furniture	\$ 20,000
Temp Utilities	\$ 30,000
Moving Expenses	\$ 40,000
Abatement	\$ 50,000
Subtotal	\$ 270,000

Total Construction Budget	\$ 6,628,623
Acquisition Cost	\$ 1,600,000
Design Cost	\$ 468,985
Total Cost	\$ 8,697,608
KDOT Compensation	\$ (3,614,425)
Estimated Relocation Assistance	\$ (3,194,716)
Financial Obligation Less Compensation and Assistance	\$ 1,888,467

Fleet Garage Potential Compensation

Acquisition Approved	Final
Overhead Doors	\$182,104.3
Fence	\$181,813.8
Wash Bay	\$203,201.0
Security Door	\$79,700.0
Enhanced Lighting	\$48,000.0
Vehicle exhaust system	\$35,000.0
Grit/Oil separators	\$35,415.0
Finished office space	\$488,253.8
Concrete Paving & Misc. Asphalt Repair	\$223,181.3
Membrane Roofing and Accessories	\$335,962.0
Metal Wall Panel & Insulation	\$264,584.0
Epoxy Flooring	\$236,861.0
Demising Wall	\$303,273.6
Miscellaneous Improvements Acquired	\$801,680.0
Controlled Access Right of Way	\$195,395.0
	ACQ
	\$3,614,424.76

Relocation Reimbursement Agreed	Final
Myers Brother lifts	\$ 118,623.00
Plumbing & HVAC	\$ 1,141,588.00
ADT	\$ 32,547.00
fire sprinkler	\$ 251,675.00
Rotary swing arm	\$ 8,211.00
Rotary balancer	\$ 7,822.00
Rotary tire balancer	\$ 9,923.00
Fuel/air/oil lines	\$ 105,690.00
new service	\$ 52,845.00
Lighting & Power upgrades	\$ 397,849.00
Fire alarm	\$ 57,150.00
Domestic water & Fire line	\$ 133,170.00
Sanitary	\$ 15,854.00
Storm	\$ 55,487.00
ADA Compliant Bathrooms? w/piping	\$ 70,260.00
Elevator (ADA?)	\$ 158,537.00
Reestablishment	\$ 25,000.00
Search	\$ 2,500.00
Design fees	\$ 468,985.00
Permits	\$ 16,000.00
Moving Expenses	\$ 40,000.00
Closing Costs	\$ 25,000.00
RELO	\$ 3,194,716.00



CITY OF
TOPEKA



CIP & Contract Amendment

October 15, 2024

CIP Amendment and Contract Amendment

- Amendment increasing CIP project 131082 to \$8,798,602
 - This covers total cost of construction and financing cost
 - Increase from \$5,574,855
 - City's outlay is projected to be \$1,888,467

Total Construction Budget	\$	6,628,623
GMP	\$	6,358,623
Owner Responsible Items	\$	270,000
Acquisition Cost	\$	1,600,000
Design Cost	\$	468,985
Total Cost	\$	8,697,608
KDOT Compensation	\$	(3,614,425)
Estimated Relocation Assistance	\$	(3,194,716)
Financial Obligation Less Compensation and Assistance	\$	1,888,467



Construction Contract KBS Constructors

- Amendment 3 increasing contract to include construction services

Amendment 1 Preconstruction and Design	\$398,736
Amendment 2 Additional Site Investigation	\$70,249
Amendment 3 Construction Service	\$6,358,623
Total Contract	\$6,827,608

- Project timeline begins construction 10/21, final completion 8/11
 - Occupancy by 3/31
 - Immediate focus is demolition, structural repairs and utilities
 - Post occupancy completion of interior





- View from South East



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Jason Tryon, Deputy Public Works Director **DOCUMENT #:**
SECOND PARTY/SUBJECT: KBS Design Build Fleet Garage GMP **PROJECT #:** 131082.00
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 001 Capital Projects - Construction
CIP PROJECT: Yes
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

CONTRACT AMENDMENT between the City of Topeka and KBS Constructors, Inc., for the City of Topeka Fleet Maintenance Garage Design-Build Project 131082.00.

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

(The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set for in Paragraph 7.3, is \$6,358,623.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the contract amendment establishing the Guaranteed Maximum Price.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the contract.

BACKGROUND:

City of Topeka needs to establish a new location for its light duty fleet garage since the Polk Quincy Viaduct project will require demolition of the existing facility. Staff must vacate the existing facility and have a new facility available by 3/31/25. The existing vacant garage at the old Sears location at the former White Lake's mall can be rehabilitated within the required timeframe.

BUDGETARY IMPACT:

Guaranteed Maximum Price not to exceed \$6,358,623.

SOURCE OF FUNDING:

General Obligations Bonds and compensation from Kansas Department of Transportation (KDOT) for the existing facility and relocation expenses.

ATTACHMENTS:

Description

Contract

Revised Fleet Garage Project Budget and Compensation (October 7, 2024)

Fleet Garage Rendering

Presentation

AMENDMENT NO. 3
TO

**AGC DOCUMENT NO. 410
STANDARD FORM OF DESIGN-BUILD AGREEMENT AND
GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER
(Where the Basis of Payment is the Cost of the Work
Plus a Fee with a Guaranteed Maximum Price)**

Pursuant to Paragraph 3.2 of the Agreement dated 07.08.2024 between the Owner, City of Topeka and the Design-Builder, KBS Constructors, Inc. for City of Topeka RFP Event 2973 Fleet Maintenance Garage Design-Build Project 1311082.00 (the Project), the Owner and the Design-Builder desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Design-Builder agree as follows:

ARTICLE 1

GUARANTEED MAXIMUM PRICE

The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set forth in Paragraph 7.3, is six million three hundred and fifty eight thousand six hundred and twenty three Dollars (\$ 6,358,623.00)

The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the Agreement.

- APPENDIX A Drawings and Specifications, including Addenda, if any, dated Plans dated 9/13/24, Addenda #1 dated 9/20/24, Addenda #2 dated 9/24/24. Proposal dated 9/30/24, 3 pages. ◆
- APPENDIX Allowance Items, dated n/a, pages. ◆
- APPENDIX Assumptions and Clarifications, dated n/a, pages. ◆
- APPENDIX B Schedule of Work, dated 9/30/24, 2 pages. ◆
- APPENDIX Alternate Prices, dated n/a, pages. ◆
- APPENDIX Unit Prices, dated n/a, pages. ◆
- APPENDIX Additional Services included, dated n/a, pages. ◆

ARTICLE 2

DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is As agreed upon between the owner and the design/builder . ◆

ARTICLE 3

DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: As agreed upon between the owner and the design/builder ◆
or within _____ (_____) days after the Date of Substantial Completion, ◆
subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of 10/1/2024 . ◆

ATTEST: _____ ◆
OWNER: _____ ◆
BY: _____ ◆
PRINT NAME: _____ ◆
PRINT TITLE: _____ ◆

ATTEST: _____ ◆
DESIGN-BUILDER: _____ ◆
BY: _____ ◆
PRINT NAME: _____ ◆
PRINT TITLE: _____ ◆

City of Topeka

ATTN: Jason Tryon

PROPOSAL

DATE: September 30, 2024
PROJECT: Topeka Fleet Maintenance – 95% CD GMP

KBS will provide material, labor, equipment and insurance to perform the scope of work as outlined below for the guaranteed maximum price not to exceed.....**\$6,358,623.00**

SCOPE OF WORK

Inclusions:

1. Pricing based on 95% CD Plans and Specifications provided by HTK Architects and their consultants dated 9.13.2024
2. General conditions for construction, supervision, material testing, surveying and layout, equipment.
3. Construction administration fees for HTK Architects
4. Building permit fees
5. 3% Design Contingency, 5% Construction Contingency to be used at GCs discretion
6. Demolition of existing MEP systems, concrete sawcut of existing floor slab for new footings and replacement of topping slab. Demolition of existing overhead doors, doors and frames, CMU and drywall partitions.
7. Site demolition to include demo of curb and gutter, select asphalt paving, existing light poles and bases, sidewalks, and existing overhead canopy structure.
8. New spot footings in basement for support of new lifts, new grade beam at demising wall, infill of elevator pit and new 3" topping slab throughout shop floor.
9. New 9" concrete site paving as shown around building, new light pole bases, bollards and replacement curb and gutter.
10. New 8" CMU walls for new demising wall, miscellaneous CMU wall infills throughout shop space
11. Modification of existing structural steel bar joist, new steel pipe columns in basement to support car lift, structural support for new RTU frames
12. New plastic laminate casework in the breakroom and admin workstation
13. New exterior wall assemblies with required joint sealants, air barrier and expansion joints as shown
14. Demolition of existing TPO and ballasted roofing. Existing 2" ISO to remain, includes replacement of 10% as needed. Provide and install new polyISO rigid insulation on top of existing 2" as needed for roof taper and energy code. New coverboard, new 60-mil white fleeceback TPO, 20-year system warranty with 55 MPH coverage.
15. Metal wall panels on exterior with 2" rigid insulation on z-furring, ACM wall panels along top of exterior wall and parapet, metal panel on soffit, all flashings, trims and sheet metal associated, new gutters and downspouts.
16. New hollow metal doors, frames, and hardware. Two Elison double acting pairs at entry to shop and parts storage, aluminum frames and storefront at building entrance.
17. New floor tile and wall tile as specified in restrooms. Wall tile to be Marazzi, Modern Oasis, **\$10,000.00** adder to swap to Crossville product.
18. Resinous flooring on shop floor; PolyCrete 3/16" thick with Armor Top urethane. Resinous flooring throughout office floor; Dur-a-Chip 1/8" flake
19. Interior painting of all CMU and drywall partitions, painting of existing shop ceiling, painting of doors and frames, painting of exterior bollards, **\$2,225.00** allowance included for 5,000 SF of painting in basement.
20. New wire mesh partition at tool room, thru-door key drop box, fire extinguisher cabinets as required, knock-box, corner guards and wall protection as shown
21. New toilet partitions, urinal screens, grab bars, mirrors, and receptacles
22. New Mapes canopy and building signage at building entrance, new building signage at building East face. **\$10,000.00** allowance for building signage included.
23. Automotive equipment furnish and installation of the following, new vehicle lifts (10k & 12k), new air compressors with dryer, tire balancing equipment, double wall containment bulk tanks for new and used oil



- with associated pumps and alarms. New vehicle exhaust system with telescoping drops. New compressed air piping to new air hose reels. New oil distribution piping from bulk tanks to three point of use stations.
24. Decommission two lifts and alignment rack at existing facility to be relocated and reinstalled in new shop
 25. Furnish and install a 6,000 LB capacity freight lift with a 92" x92" platform installed in existing elevator shaft
 26. New fire sprinkler piping, reuse existing fire line connection, rework standpipe as needed
 27. New interior piping in basement and main floor for sanitary and domestic water
 28. New sand/oil interceptor, new tie-in to sanitary main and associated piping
 29. New domestic water meter and pit, tie-into existing 10" water main
 30. New roof drains to underground rain leaders tied into existing storm sewer piping
 31. New gas service by Kansas Gas
 32. New electrical service by Evergy
 33. New interior and site lighting, general power and power to new equipment, distribution equipment, security camera and access control rough-in
 34. Augered pressure grouted piles at demising wall foundation
 35. Site fencing; 7 ft tall plus three strands of barbed wire galvanized chain link fence, cantilevered slide gates, prepped for access control, keypads and transmitters
 36. **\$15,833.00** allowance for asphalt replacement as deemed necessary
 37. Pavement markings, wheel stops, ADA logos and signage

Exclusions:

1. Hazardous materials abatement, testing and remediation
2. Sales Tax/Kansas Remodel Tax
3. Bonds & builder's risk insurance
4. Overtime or premium hours
5. Temporary utilities
6. Relocation assistance
7. Rock excavation
8. Unforeseen underground conditions
9. Remediation of existing site utilities if deemed unusable
10. FF&E
11. Fire extinguishers, toilet paper holders, paper towel holders, soap dispensers
12. Moisture remediation prior to flooring install
13. A/V & IT
14. Security and access control devices
15. Building automation systems, programming or testing
16. Any work not specifically included above

This proposal is good for 30 days. If you have any questions, please call me at 913-249-0236.

Sincerely,
KBS Constructors, Inc.

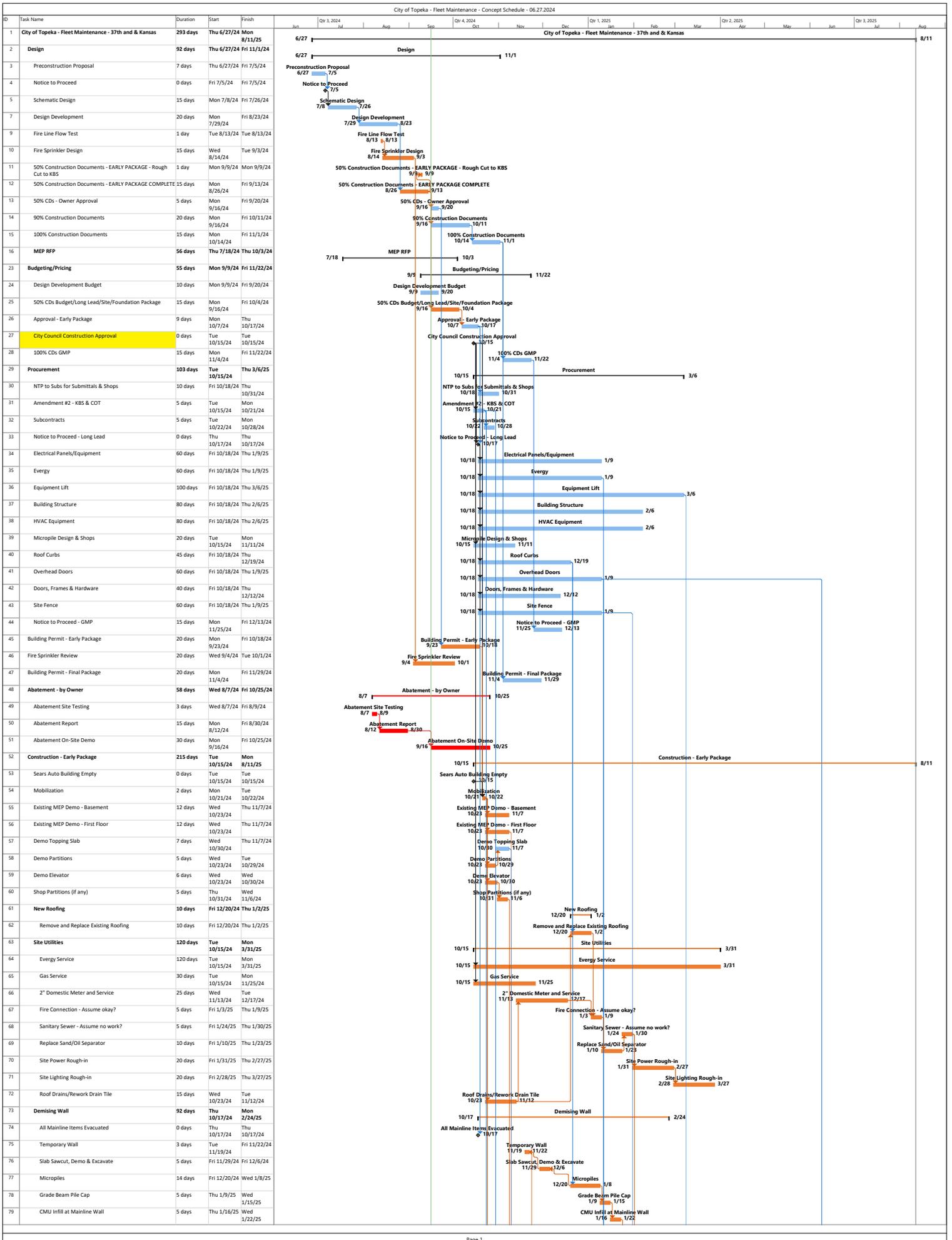
Brooke Hoobler
Estimating/Preconstruction



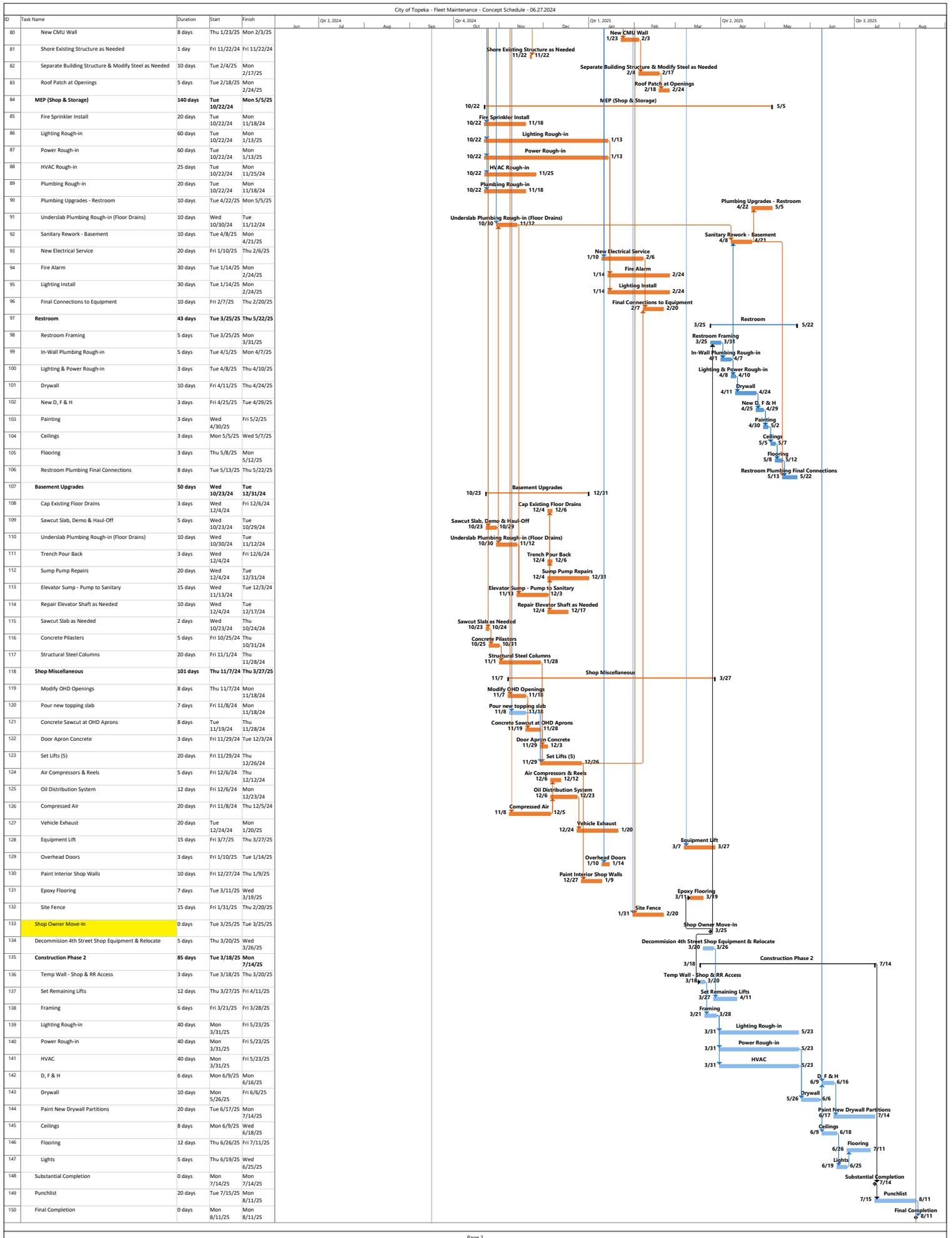
COT Fleet Maintenance - Mainline Site
Topeka, Kansas
September 30, 2024

Overall 95% CD Budget Summary

Division 1 - General Conditions		\$716,872
<i>General Conditions</i>	\$716,872	
<i>Preconstruction & Design</i>	Contracted through Amendment 1 & 2	
Division 2 - Demolition		\$231,304
<i>Hazardous Material Abatement</i>	Excluded	
<i>Selective Demolition</i>	\$231,304	
Division 3 - Concrete		\$363,544
Division 4 - Masonry		\$231,893
Division 5 - Structural Steel		\$237,443
Division 6 - Wood		\$72,445
<i>Rough Carpentry, Blocking, etc.</i>	\$65,094	
<i>Casework & Countertops</i>	\$7,352	
Division 7 - Thermal & Moisture Protection		\$708,559
<i>Membrane Roofing & Metal Wall Panel</i>	\$662,668	
<i>Joint Sealants & Waterproofing</i>	\$45,891	
Division 8 - Doors & Windows		\$223,823
<i>Doors, Frames & Hardware</i>	\$54,106	
<i>Overhead Doors</i>	\$114,543	
<i>Glass & Glazing</i>	\$55,174	
Division 9 - Finishes		\$423,602
<i>Gyp Board Partitions & Lay-In Ceilings</i>	\$192,630	
<i>Flooring & Base</i>	\$175,931	
<i>Painting</i>	\$55,040	
Division 10 - Specialties		\$44,390
Division 11 - Equipment		\$377,076
Division 12 - Furnishings		
<i>Furniture</i>	Excluded	
<i>Racking, storage shelves, etc.</i>	Excluded	
Division 14 - Elevator		Excluded
Division 21 - Fire Protection		\$85,118
Division 22 & 23 - Plumbing & HVAC		\$1,141,588
Division 26 - Electrical, Fire Alarm & Data Rough-In		\$639,593
Division 31 & 33 - Earthwork & Site Utilities		\$59,299
Division 32 - Exterior Improvements		\$331,064
<i>Asphalt & Pavement Markings</i>	\$21,998	
<i>Site Concrete</i>	\$37,283	
<i>Fencing</i>	\$81,712	
<i>Wash Bay</i>	\$190,072	
	Budget Subtotal	\$5,887,614
Design Contingency	3.00%	\$176,628
Construction Contingency	5.00%	\$294,381
	Overall Construction Budget Total	\$6,358,623
	KBS Contracted Amount (Amendment 1 & 2)	\$468,985
Owner Items		
<i>Security</i>		\$30,000
<i>IT</i>		\$75,000
<i>Cameras</i>		\$25,000
<i>Furniture</i>		\$20,000
<i>Temp Utility Usage</i>		\$30,000
<i>Moving Expenses</i>		\$40,000
<i>Abatement</i>		\$50,000
	Overall Project Total	\$7,097,608



Appendix B



Fleet Garage Budget (95% Construction Documents)

30-Sep

Overall DD Budget Summary	
Division 1 General Conditions	\$ 716,872
General Conditions	\$ 716,872
Division 2 Demolition	\$ 231,304
Hazardous Material Abatement	Exc
Selective Demolition	\$ 231,304
Division 3 Concrete	\$ 363,544
Division 4 Masonry	\$ 231,893
Division 5 Structural Steel	\$ 237,443
Division 6 Wood	\$ 72,446
Rough Carpentry, Blocking, etc	\$ 65,094
Casework & Countertops	\$ 7,352
Division 7 Thermal & Moisture Protection	\$ 708,559
Membrane Roofing and Metal Wall Panel	\$ 662,668
Joint Sealants & Waterproofing	\$ 45,891
Division 8 Doors & Windows	\$ 223,823
Doors Frames & Hardware	\$ 54,106
Overhead Doors	\$ 114,543
Glass & Glazing	\$ 55,174
Division 9 Finishes	\$ 423,601
gyp Board Partitions & Lay-in Ceilings	\$ 192,630
Flooring & Base	\$ 175,931
Painting	\$ 55,040
Division 10 Specialties	\$ 44,390
Division 11 Equipment	\$ 377,076
Division 12 Furnishings	\$ -
Furniture	Exc
Racking, storage shelves, etc	Exc
Division 14 Elevator	
Division 21 Fire Protection	\$ 85,118
Division 22 & 23 Plumbing & HVAC	\$ 1,141,588
Division 26 Electrical, Fire Alarm & Data Rough-In	\$ 639,593
Division 31 & 33 Earthwork & Site Utilites	\$ 59,299
Division 32 Exterior Improvements	\$ 331,065
Asphalt & Pavement Markings	\$ 21,998
Site Concrete	\$ 37,283
Fencing	\$ 81,712
Wash Bay	\$ 190,072
Budget Subtotal	\$ 5,887,614
Design Contingency 8.00%	\$ 176,628
Construction Contingency 5.00%	\$ 294,381
Alt 1 Wash Bay	
Alt 2 Resinous Flooring in Lieu of Sealed Concrete in Admin	\$ -
Overall GMP Budget	\$ 6,358,623

Preconstruction Budget	\$ 468,985
Amendment 1 Preconstruction & Design	\$ 398,736
Amendment 2 Additional Preconstruction Funds	\$ 70,249

Owner Responsible Items	
Security	\$ 30,000
IT	\$ 75,000
Camera Installation	\$ 25,000
Furniture	\$ 20,000
Temp Utilities	\$ 30,000
Moving Expenses	\$ 40,000
Abatement	\$ 50,000
Subtotal	\$ 270,000

Total Construction Budget	\$ 6,628,623
Acquisition Cost	\$ 1,600,000
Design Cost	\$ 468,985
Total Cost	\$ 8,697,608
KDOT Compensation	\$ (3,614,425)
Estimated Relocation Assistance	\$ (3,194,716)
Financial Obligation Less Compensation and Assistance	\$ 1,888,467

Fleet Garage Potential Compensation

Acquisition Approved	Final
Overhead Doors	\$182,104.3
Fence	\$181,813.8
Wash Bay	\$203,201.0
Security Door	\$79,700.0
Enhanced Lighting	\$48,000.0
Vehicle exhaust system	\$35,000.0
Grit/Oil separators	\$35,415.0
Finished office space	\$488,253.8
Concrete Paving & Misc. Asphalt Repair	\$223,181.3
Membrane Roofing and Accessories	\$335,962.0
Metal Wall Panel & Insulation	\$264,584.0
Epoxy Flooring	\$236,861.0
Demising Wall	\$303,273.6
Miscellaneous Improvements Acquired	\$801,680.0
Controlled Access Right of Way	\$195,395.0
	ACQ
	\$3,614,424.76

Relocation Reimbursement Agreed	Final
Myers Brother lifts	\$ 118,623.00
Plumbing & HVAC	\$ 1,141,588.00
ADT	\$ 32,547.00
fire sprinkler	\$ 251,675.00
Rotary swing arm	\$ 8,211.00
Rotary balancer	\$ 7,822.00
Rotary tire balancer	\$ 9,923.00
Fuel/air/oil lines	\$ 105,690.00
new service	\$ 52,845.00
Lighting & Power upgrades	\$ 397,849.00
Fire alarm	\$ 57,150.00
Domestic water & Fire line	\$ 133,170.00
Sanitary	\$ 15,854.00
Storm	\$ 55,487.00
ADA Compliant Bathrooms? w/piping	\$ 70,260.00
Elevator (ADA?)	\$ 158,537.00
Reestablishment	\$ 25,000.00
Search	\$ 2,500.00
Design fees	\$ 468,985.00
Permits	\$ 16,000.00
Moving Expenses	\$ 40,000.00
Closing Costs	\$ 25,000.00
RELO	\$ 3,194,716.00

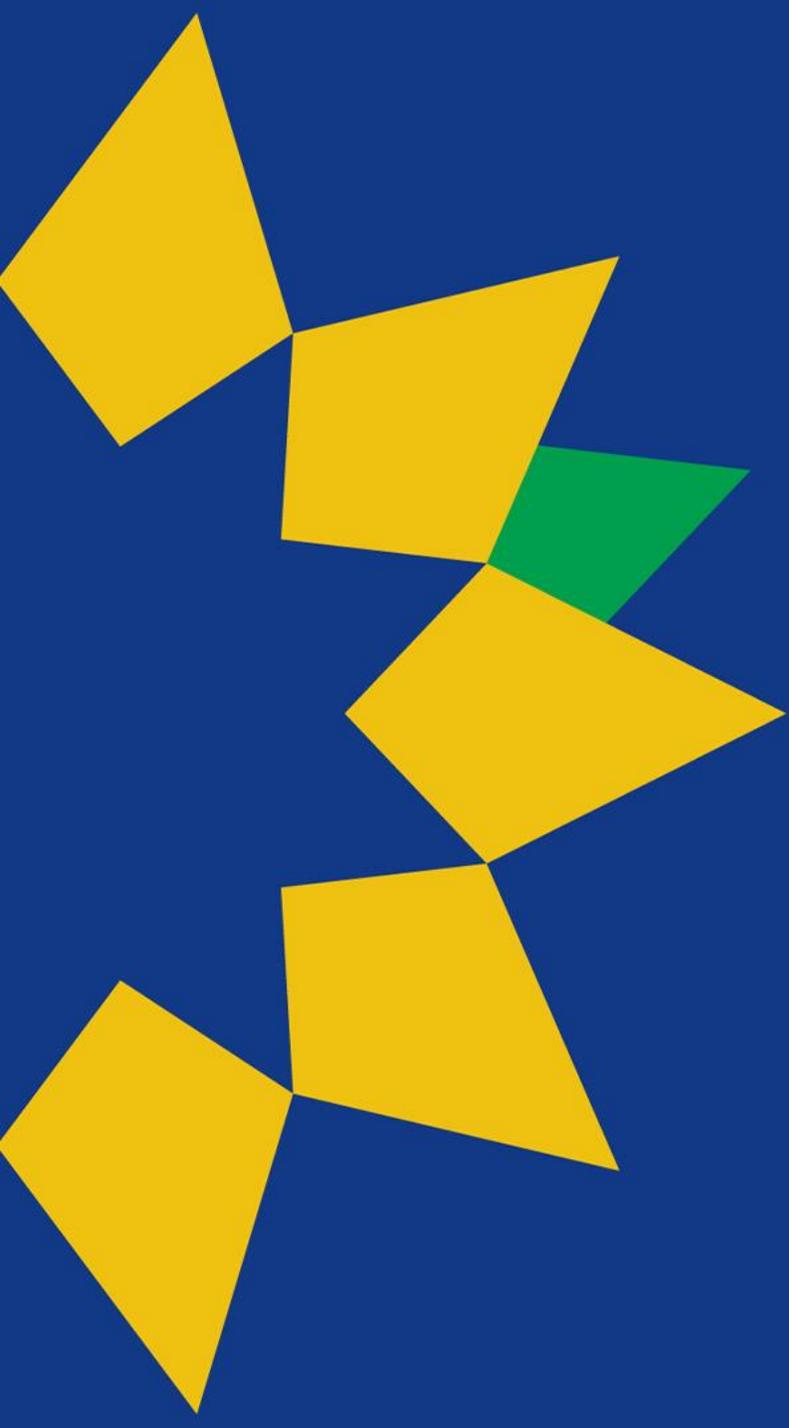


CITY OF TOPEKA
FLEET MAINTENANCE



CITY OF TOPEKA
FLEET MAINTENANCE

ENTRANCE
2800 SW Topping Blvd



CITY OF
TOPEKA



CIP & Contract Amendment

October 15, 2024

CIP Amendment and Contract Amendment

- Amendment increasing CIP project 131082 to \$8,798,602
 - This covers total cost of construction and financing cost
 - Increase from \$5,574,855
 - City's outlay is projected to be \$1,888,467

Total Construction Budget	\$	6,628,623
GMP	\$	6,358,623
Owner Responsible Items	\$	270,000
Acquisition Cost	\$	1,600,000
Design Cost	\$	468,985
Total Cost	\$	8,697,608
KDOT Compensation	\$	(3,614,425)
Estimated Relocation Assistance	\$	(3,194,716)
Financial Obligation Less Compensation and Assistance	\$	1,888,467



Construction Contract KBS Constructors

- Amendment 3 increasing contract to include construction services

Amendment 1 Preconstruction and Design	\$398,736
Amendment 2 Additional Site Investigation	\$70,249
Amendment 3 Construction Service	\$6,358,623
Total Contract	\$6,827,608

- Project timeline begins construction 10/21, final completion 8/11
 - Occupancy by 3/31
 - Immediate focus is demolition, structural repairs and utilities
 - Post occupancy completion of interior





- View from South East

including engines, trucks, aerials and specialty vehicles. Ensuring the availability of reliable apparatus at all times is crucial. Due to delays in manufacturing, to ensure delivery of the apparatus in 2026, we need to complete the ordering process.

The amount of \$2,027,808 would cover the apparatus and loose equipment on the apparatus.

The Public Infrastructure Committee recommended approval on October 4, 2024.

BUDGETARY IMPACT:

2026 Fire Apparatus: \$1,781,000

Hose and Loose Equipment: \$125,000

Bond Issuance: \$121,808

The total budget amount is \$2,027,808.

SOURCE OF FUNDING:

Financed through General Obligation Bonds

ATTACHMENTS:

Description

Proposed Resolution

Cover Memo (R.Phillips 10/01/2024)

PI Committee Report (October 4, 2024)

PI Committee Meeting Excerpt (October 4, 2024)

Resolution No. 9520 (April 2023)

2026 Apparatus Projected Cost Breakdown

2025-2034 CIP - 2026 Fire Replacement Program

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler
5 recommending approval of Project No. 900033.00 for the 2026 Fire
6 Department Fleet Replacement Program.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2025-2034
9 Capital Improvement Program and the 2025-2027 Capital Improvement Budget (Resolution
10 No. 9520); and

11 WHEREAS, the Resolution requires Governing Body approval for projects that are
12 ready for construction and whose total project budget exceeds \$250,000; and

13 WHEREAS, at its meeting on October 4, 2024, the Public Infrastructure Committee
14 recommended approval of the project.

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project No. 900033.00 for the 2026 Fire Department
17 Fleet Replacement Program is hereby approved with the following budget:

18	Apparatus Cost	\$1,781,000
19	Loose Equipment Cost	\$ 125,000
20	<u>Contingency / Financing Cost</u>	<u>\$ 121,808</u>
21	Total project cost:	\$2,027,808

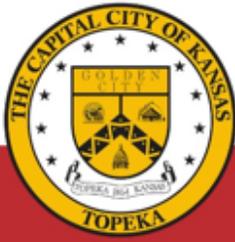
22
23 ADOPTED and APPROVED by the Governing Body on _____.

24
25 CITY OF TOPEKA, KANSAS

26
27
28
29
30 _____
31 Michael A. Padilla, Mayor

32 ATTEST:

33
34
35 _____
36 Brenda Younger, City Clerk



**TOPEKA FIRE
DEPARTMENT**

Randy Phillips, Fire Chief
324 SE Jefferson Street
Topeka, KS 66607

Tel: 785-368-4000
Fax: 785-368-4030
www.topeka.org

October 4, 2024

Governing Body,

In January of this year TFD placed an order with Pierce Manufacturing to purchase an aerial fire apparatus for 2026 with the approved CIP funds for that year. Due to an extended production schedule as a result of supply chain issues and a large backlog of orders, it is necessary to order this far in advance to insure delivery in the appropriate calendar year per the CIP schedule.

There are different configurations of aerial apparatus that can be purchased by fire departments including a straight ladder or an aerial platform apparatus. The platform is preferred by most departments for its added versatility and safety for both firefighters and potential victims who may be rescued utilizing the aerial.

When we originally placed the purchase order we believed that due to the costs, that we would need to purchase a straight ladder versus the platform. We have since learned that we can change the purchase order to an aerial platform while remaining within the approved total budgeted amount of \$2,027,808.00. This will, however, increase the total purchase price by \$265,836.28. A breakdown of the project cost is shown below.

Apparatus Cost:	\$1,781,000
Financing Cost:	\$121,808
Loose Equipment Cost:	\$125,000
 Total Cost:	 \$2,027,808

As a reminder, due to utilizing the pre-pay discount option we are incurring a cost savings on this project of over \$200,000. We are asking for Council support and approval for the increased purchase amount to change the order.

With operating only two aerial companies for a department our size and the volume of working fires that we are responding to, we do feel the change is warranted. If you have questions or concerns, please contact me. Your support is greatly appreciated.

Respectfully,

Randy Phillips, Fire Chief

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

**Name of
Committee:**

Public Infrastructure

Title:

RESOLUTION –Approval of 2026 Fire Department Fleet Replacement
Project No. 900033.00

**Date referred
from Council
meeting:**

**Date referred
from
Committee:**

October 4, 2024

**Committee
Action:**

MOTION: Committee member Banks made a motion to approve the 2026
Fire Department Fleet Replacement Program-Apparatus Project No.
900033.00 Committee member Dobler seconded. Motion approved 3-0-0.

Comments:

Amendments:

**Members of
Committee:**

Councilmembers Sylvia Ortiz (Chair), David Banks, Neil Dobler.

**Agenda Date
Requested:**

October 15, 2024



CITY OF TOPEKA

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

Tonya Bailey, Sr Executive Assistant
Tara Jefferies, Sr Executive Assistant
E-mail: councilassist@topeka.org
www.topeka.org

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, Friday, October 4, 2024. The Public Infrastructure Committee members met at 10:00 A.M. meeting held virtual via ZOOM, with the following Committee members present: Sylvia Ortiz (Chair), David Banks and Neil Dobler.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of Resolution approving the 2026 Fire Department Fleet Replacement Program-Apparatus Project No. 900033.00

2026 Fire Department Fleet Replacement

Fire Chief, Randy Phillips, presented the 2026 Fire Department Fleet Replacement Program that finances the replacement of Fire apparatus vehicles, including engines, trucks, aerials and specialty vehicles. He explained that the availability of reliable apparatus at all times is crucial. Due to delays in manufacturing, to ensure delivery of the apparatus in 2026, the ordering process needs to be completed. The amount of \$2,027,808 would cover the apparatus and loose equipment on the apparatus. He added it will be a minimum operational use for 15 years.

Committee member Banks thanked Chief Phillips for his presentation and expressed his support for the apparatus purchase.

Committee Chair Ortiz gave her support of the Fire Department Fleet Replacement Program Apparatus purchase.

MOTION: Committee member Banks made a motion to approve the 2026 Fire Department Fleet Replacement Program-Apparatus Project No. 900033.00 Committee member Dobler seconded. Motion approved 3-0-0.

28 **(a) G.O. Bonded Projects.** With regard to the projects identified in the
29 CIP Book for 2025, 2026 and 2027 that have General Obligation Bonds listed as a
30 financing source, the Governing Body finds that the public improvements described
31 are necessary and serve the public interest. Accordingly, pursuant to TMC Section
32 A12-1, the Governing Body authorizes such projects and approves all project
33 budgets, including amended budgets, as described in the individual project pages of
34 the CIP Book. In accordance with the City’s debt management policy codified in
35 Resolution No. 8818, staff may use other legally allowable funding sources in lieu of
36 issuing debt.

37 **(b) Enterprise Funded Projects.** With regard to the projects identified in
38 the CIP Book for 2025, 2026 and 2027 with Revenue Bonds listed as a financing
39 source, the Governing Body finds that the improvements to its waterworks system,
40 sanitary and/or stormwater system are necessary and serve the public interest.
41 Accordingly, pursuant to TMC Sections A12-1 and A18-3(d), the Governing Body
42 authorizes such projects, and approves all project budgets, including amended
43 budgets, as described in the individual project pages of the CIP Book. No revenue
44 bonds shall be issued unless the Governing Body enacts a separate resolution and
45 notice of intent to issue revenue bonds in accordance with K.S.A. 10-1201 *et seq.*

46 **(c) Cash-Funded Projects.** With regard to the projects identified in the
47 CIP Book for 2025, 2026 and 2027 with sales tax, operations or federal funds as the
48 financing source, the Governing Body finds that the public improvements are
49 necessary and serve the public interest. Accordingly, the Governing Body

50 authorizes such projects and approves all project budgets, including amended
51 budgets, as described in the individual project pages of the CIP Book.

52 (d) **Projects over \$250,000.** With regard to a project that is ready for
53 construction and whose total project budget exceeds \$250,000, the Governing
54 Body, after considering a recommendation from the Public Infrastructure
55 Committee, shall consider whether to authorize the project. If the project budget
56 exceeds the amount approved by more than 15%, the project shall not continue
57 unless the Governing Body approves an amended project budget.

58 3. The City both reasonably expects and intends to finance the costs of said
59 improvements (other than the Cash-Fund Projects in section c) from the proceeds of bonds
60 of the City. The City does hereby express its official intent to reimburse any such pre-
61 issuance original expenditures (as defined in Treas. Reg. I.150-2(c)) made by it on or after
62 the date which is 60 days before the date of this Resolution from the proceeds of such
63 bonds in the estimated maximum principal amount of \$28,451,781. The City will issue
64 such bonds for such purposes and make the reimbursements within eighteen (18) months
65 after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months
66 after the date on which the property resulting from the expenditure was placed in service.
67 Provided, that, in any event, the City must make the reimbursement allocation within three
68 (3) years after the date the expenditure was paid. This Resolution, as the expression of the
69 governing body's official intent regarding the matters described herein, will be available for
70 public inspection in the City Clerk's office at City Hall during regular business hours of the
71 City.

72 4. This Resolution shall become effective upon passage and approval by the
73 Governing Body.

74 ADOPTED and APPROVED by the Governing Body on April 16, 2023.

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CITY OF TOPEKA, KANSAS

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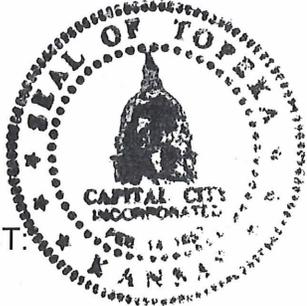
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ATTEST.

Michael A. Padilla

Michael A. Padilla, Mayor

Brenda Younger

Brenda Younger, City Clerk



**TOPEKA FIRE
DEPARTMENT**

Randy Phillips, Fire Chief
324 SE Jefferson Street
Topeka, KS 66607

Tel: 785-368-4000
Fax: 785-368-4030
www.topeka.org

October 4, 2024

Governing Body,

In January of this year TFD placed an order with Pierce Manufacturing to purchase an aerial fire apparatus for 2026 with the approved CIP funds for that year. Due to an extended production schedule as a result of supply chain issues and a large backlog of orders, it is necessary to order this far in advance to insure delivery in the appropriate calendar year per the CIP schedule.

There are different configurations of aerial apparatus that can be purchased by fire departments including a straight ladder or an aerial platform apparatus. The platform is preferred by most departments for its added versatility and safety for both firefighters and potential victims who may be rescued utilizing the aerial.

When we originally placed the purchase order we believed that due to the costs, that we would need to purchase a straight ladder versus the platform. We have since learned that we can change the purchase order to an aerial platform while remaining within the approved total budgeted amount of \$2,027,808.00. This will, however, increase the total purchase price by \$265,836.28. A breakdown of the project cost is shown below.

Apparatus Cost:	\$1,781,000
Financing Cost:	\$50,000
Loose Equipment Cost:	\$125,000
 Total Cost:	 \$1,956,000

As a reminder, due to utilizing the pre-pay discount option we are incurring a cost savings on this project of over \$200,000. We are asking for Council support and approval for the increased purchase amount to change the order.

With operating only two aerial companies for a department our size and the volume of working fires that we are responding to, we do feel the change is warranted. If you have questions or concerns, please contact me. Your support is greatly appreciated.

Respectfully,

Randy Phillips, Fire Chief

Capital Improvement Project Summary

Project Name: 2026 Fire Department Fleet Replacement
Project Number: 900033.00
Primary Funding Source: G.O. Bonds
Multiple Funds: No
Council District(s): Multiple
Total Budget \$ 2,027,808

Department: Fire
Division: 0
Contact: Randy Phillips
New Project? No
1st CIP Year:
Type: Program

Project Description & Justification:

This project finances the replacement of Fire apparatus vehicles, including engines, trucks, aerials, and specialty vehicles. Ensuring the availability of reliable apparatus at all times is crucial, as mechanical failures or damage can result in delayed service to the community. The department recommends transferring each front-line vehicle to the reserve pool after ten years of service and replacing reserve pool vehicles after fifteen years. Fire apparatus stands as one of the fire department's most vital and visible components. It not only transports staff to incidents but also carries the necessary tools and equipment for their tasks. Keeping the apparatus up to date is essential to ensure that staff can promptly and safely respond to each call.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Technology	\$ -	\$ -	\$ 2,027,808	\$ -	\$ -	\$ -	\$ -	\$ 2,027,808
Totals	\$ -	\$ -	\$ 2,027,808	\$ -	\$ -	\$ -	\$ -	\$ 2,027,808
Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
G.O. Bonds	\$ -	\$ -	\$ 2,027,808	\$ -	\$ -	\$ -	\$ -	\$ 2,027,808
Totals	\$ -	\$ -	\$ 2,027,808	\$ -	\$ -	\$ -	\$ -	\$ 2,027,808



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: Dr. Robert M. Perez, City Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: Transfer property to Land Bank
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the lots purchased at the county tax foreclosure sale.

(Approval will authorize the City Manager to transfer the properties purchased at the tax foreclosure sale to the Land Bank.)

VOTING REQUIREMENTS:

6 votes

POLICY ISSUE:

Whether or not to authorize the City Manager to offer to transfer the property to the Land Bank.

STAFF RECOMMENDATION:

Staff recommends motion to approve

BACKGROUND:

The City purchased three lots at tax foreclosure sale and wish to transfer them to the Land Bank to sell for the benefit of the Land Bank.

BUDGETARY IMPACT:

If the properties sell from the Land Bank, the City would recoup the costs it paid for the properties and the Land Bank would keep anything above the original purchase price to help continue to fund the Land Bank.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Description

Proposed Resolution

Resolution 9585 (September 17, 2024)

Topeka Municipal Code Chapter 2.260 Land Bank

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by City Manager Dr. Robert M. Perez regarding the lots
4 purchased at the county tax foreclosure sale.

5
6 WHEREAS, Resolution No. 9585 authorized the City Manager to purchase certain
7 properties at the September 19, 2024, Shawnee County Tax Foreclosure Sale; and

8 WHEREAS, three (3) properties were purchased at the sale that the City desires to
9 transfer to the Land Bank.

10 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
11 CITY OF TOPEKA, KANSAS, that the Governing Body authorizes the City Manager and
12 Mayor to execute the proper documents to transfer the properties to the Land Bank upon
13 acceptance of the properties by the Land Bank Board of Trustees.

14 ADOPTED and APPROVED by the Governing Body on _____.

15 CITY OF TOPEKA, KANSAS

16
17
18
19
20 _____
Michael A. Padilla, Mayor

21 ATTEST:

22
23
24
25 _____
26 Brenda Younger, City Clerk

1 **RESOLUTION NO. 9585**

2
3 A RESOLUTION introduced by City Manager Dr. Robert M. Perez regarding the
4 upcoming Shawnee County Foreclosure Tax sale.
5

6 WHEREAS, Shawnee County annually holds a Tax Foreclosure Sale; and

7 WHEREAS, the 2024 Tax Foreclosure Sale will be held on September 19; and

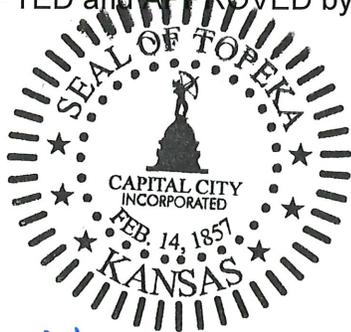
8 WHEREAS, K.S.A. 79-2804i allows a City to protect itself, to an extent, against the
9 loss of its special assessments by bidding on the property at the Tax Foreclosure Sale;
10 and

11 WHEREAS, there are properties in the upcoming Tax Foreclosure Sale with past
12 due special assessments; and

13 WHEREAS, TMC 3.30.310 requires approval of the Governing Body to acquire fee
14 simple title of real property.

15 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that the Governing Body authorizes the City Manager to
17 evaluate the properties for purchase at the upcoming Tax Foreclosure Sale and purchase
18 those properties he finds necessary in order to mitigate the City's loss of special
19 assessment revenue.

20 ADOPTED and APPROVED by the Governing Body on September 17, 2024.



26 ATTEST:

27
28
29
30 Brenda Younger
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Michael A. Padilla
Michael A. Padilla, Mayor

Chapter 2.260

LAND BANK

Sections:

- 2.260.010 Establishment and purpose.**
- 2.260.020 Definitions.**
- 2.260.030 Board of trustees – Appointment, terms.**
- 2.260.040 Staff and operations.**
- 2.260.050 Property available for inclusion.**
- 2.260.060 Administration of property.**
- 2.260.070 City Manager authority.**

Editor’s Note: Ord. No. [20426](#), § 8, states, in part, “Pursuant to K.S.A. [12-5902\(d\)](#), the Bank will be dissolved on December 31, 2026; or by ordinance prior to December 31, 2026.”

2.260.010 Establishment and purpose.

The Governing Body of the City, by the power vested in it by K.S.A. [12-5901](#) et seq., hereby establishes the City of Topeka Land Bank. The Land Bank shall serve the public purpose of providing for the orderly, planned and reutilization of abandoned, tax-foreclosed or otherwise underutilized properties. (Ord. 20426 § 1, 5-16-23.)

2.260.020 Definitions.

For the purpose of this chapter, the words set out in this section shall have the following meanings:

“Bank” means the Land Bank established pursuant to this chapter.

“Board” means the Board of Trustees of the Land Bank established pursuant to this chapter.

“City” means the City of Topeka, Kansas.

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

“Land Bank Act” means K.S.A. [12-5901](#) et seq. and amendments thereto. (Ord. 20426 § 2, 5-16-23.)

Cross References: Definitions generally, TMC [1.10.020](#).

2.260.030 Board of trustees – Appointment, terms.

- (a) The Board shall consist of five members who reside within the boundaries of the City or Shawnee County. One member shall be a member of a neighborhood improvement association established pursuant to TMC [2.25.050](#); one member shall be an employee of the City designated by the City Manager; and one member shall be a City Councilmember.
- (b) Board members shall be appointed by the Mayor and approved by the City Council.
- (c) Terms of office shall be as follows: (1) August 1, 2023, to December 31, 2024; (2) January 1, 2025, to December 31, 2025; (3) January 1, 2026, to December 31, 2026.

Upon expiration of a term the position shall remain vacant until a successor is appointed. Vacancies shall be filled for an unexpired term in the same manner as the original appointments were made. (Ord. 20437 § 1, 7-11-23.)

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

2.260.040 Staff and operations.

- (a) *Staff.* The City Manager may allocate such staff as is necessary for the performance of the functions and purposes of the Bank. Additional support may be contracted, as necessary.
- (b) *Operating Funds.* The City Manager may utilize City operating funds allocated by the Governing Body to pay the expenses of the Board and the Bank.
- (c) *Operations.* The duties of the Bank shall include, but are not limited to, the following:
- (1) Establish annual budgets for submission to and approval by the Governing Body. The budget must be submitted to the Governing Body prior to June 1st of each year and include, at a minimum, the amounts designated for staffing, land acquisition, demolition, renovation, maintenance, upkeep and new construction development.
 - (2) Provide an annual report to the Governing Body on or before January 31st of each year, in accordance with K.S.A. [12-5903\(f\)](#) and amendments thereto.
 - (3) Comply with the Topeka Land Bank Administrative Policy Guidelines approved by the Governing Body.
 - (4) Perform and do all things and acts necessary to carry out the statutory purposes of the Land Bank Act.
- (d) *Audits.* As required by K.S.A. [12-5903](#) and amendments thereto, the receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the audit report shall be included in the annual report of the Board. (Ord. 20426 § 4, 5-16-23.)

2.260.050 Property available for inclusion.

- (a) Property available for inclusion in the Bank shall include, but not be limited to:
- (1) Property currently held in the name of the City;
 - (2) Property donated by other governmental entities;
 - (3) Property purchased by the Board to complement properties in the Bank; and
 - (4) Property offered to and accepted by the Board.
- (b) Pursuant to K.S.A. [12-5906](#) and amendments thereto, any property acquired by the City may be transferred to the Bank. The Board may accept or refuse to accept any property. The transfer of any property pursuant to this section shall not be subject to any bidding requirement and shall be exempt from any provision of law requiring a public sale.
- (c) The fee simple title to any real estate that is sold to Shawnee County in accordance with K.S.A. [79-2803](#) and [79-2804](#) and amendments thereto, if accepted by the Board, may be transferred to the Bank by a good and sufficient deed by the County Clerk upon a written order from the Board of County Commissioners. (Ord. 20426 § 5, 5-16-23.)

2.260.060 Administration of property.

Pursuant to K.S.A. [12-5907](#) and amendments thereto, the Board shall assume possession and control of any property acquired by it and shall hold and administer such property. In the administration of property, the Board shall:

- (a) Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;
- (b) Compile and maintain a written inventory of such property;
- (c) Study, analyze and evaluate potential, present and future uses for such property which would provide for its effective reutilization;
- (d) Plan for and use the Board's best efforts to consummate a sale or other disposition of Bank property upon such terms and conditions deemed appropriate, except that the Board shall not transfer any property to be utilized as rental property; and
- (e) Sell property acquired by the Bank upon such terms and conditions allowed by K.S.A. [12-5908](#) and amendments thereto. (Ord. 20426 § 6, 5-16-23.)

2.260.070 City Manager authority.

The City Manager shall have authority to veto any recommendations of the Board as it relates to purchases, acquisitions, sales and transfers of property. (Ord. 20426 § 7, 5-16-23.)

The Topeka Municipal Code is current through Ordinance 20520, passed September 17, 2024.

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

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

[Hosted by General Code.](#)



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 15, 2024

DATE: October 15, 2024
CONTACT PERSON: **DOCUMENT #:**
SECOND PARTY/SUBJECT: Public Comment **PROJECT #:**
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Governing Body Rule 5.5

(c) **Public Comment on a specific agenda item:** Comments from members of the public concerning a specific agenda item will be heard at the time the item is considered. Persons will be limited to addressing the governing body one (1) time on a particular matter unless otherwise allowed by a vote of six (6) or more members of the governing body.

(d) **General public comment:** Requests by members of the public to speak during the public comment portion of a regular governing body meeting will be placed on the agenda on a "first-come, first-served" basis. The request should state the name of the individual(s) desiring to be heard. Each such individual shall be limited to addressing the governing body one (1) time and his or her comments shall be limited to topics directly relevant to business of the governing body; provided however, that comments pertaining to personnel and litigation matters shall not be allowed.

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules 5.6 and 5.7, the following protocols for public comment apply:

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.
- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.

The following behavior will not be tolerated from any speaker:

- Uttering fighting words
- Slander
- Speeches invasive of the privacy of individuals (no mention of names) Unreasonably Loud Speech
- Repetitious Speech or Debate
- Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at atcclerk@topeka.org 215 SE 7th Street, Room 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: