



City Council Committee Meeting Notice

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: (785) 368-3710
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www.topeka.org

Committee: Public Infrastructure
Meeting Date: December 1, 2023
Time: 11:00am
Location: 1st Floor Conference Room; Cyrus K. Holliday Building 620 SE
Madison *virtual attendance option is available*

Agenda:

1. Call to Order
2. Approve Minutes from September 29, 2023 meeting
3. Amended Resolution: 2023 Mill & Overlay Projects
4. Amended Resolution: 2024 Projects over \$250K for Review – Traffic Signals
(6th/Golden & 17th/Fairlawn)
5. Resolution: 2024 Projects over \$250K for Review – Traffic Signals
(10th/Washburn/Lane, 21st/Chelsea, & Independence/Topeka Blvd)
6. Resolution: 2024 CIP Projects over \$250K – River Road
7. Topeka Traffic Impact Study
8. FIRM Memo: City Hall Elevator Rehab
9. Other Items
 - a. Utilities Memo – 2024 CIP Projects over \$250K for Review –
Water/Stormwater/Sewer &/or Wastewater projects
10. Adjourn

STAFF REQUESTED: Public Works Director Braxton Copley, Planning &
Development Services Director Rhiannon Friedman, Deputy City Attorney Mary
Feighny

Members: Tony Emerson (Chair) – District 4
Neil Dobler – District 7
Michelle Hoferer – District 9

Contact: Liz Toyne, City Council Assistant
785-368-3710



CITY OF TOPEKA

CITY COUNCIL COMMITTEE
MEETING MINUTES

PUBLIC INFRASTRUCTURE COMMITTEE

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Date: September 29, 2023

Time: 10:00am

Location: 1st Floor Conference Room; Cyrus K. Holliday Bldg *Virtual attendance option available via Zoom*

Committee members Present: Tony Emerson (Chair), Neil Dobler, Michelle Hoferer

City Staff Present: Deputy City Attorney Mary Feighny, Public Works Director Braxton Copley, CFO Freddy Mawyin, Utilities Director Sylvia Davis, Joseph Harrington

Call to Order

Chairman Emerson called the meeting to order at 9:00am. Committee members introduced themselves.

1) Review and Approval of August 29, 2023 Minutes

Committee member Dobler made a motion to approve the minutes. Committee member Hoferer seconded. Minutes approved 3-0-0.

2) 2024 CIP Project Approvals – Traffic Signal Projects

Public Works Director Copley introduced projects to be requested for approval by the Committee as they relate to the 2024 CIP. As part of the adoption process for the 2024 CIP, there is a requirement to present and receive approval by the Committee and Governing Body for any project with an anticipated cost of over \$250K, prior to soliciting bids. He presented the Committee with the resolution and an overview of the projects. The four projects seeking approval are for traffic signal improvements and are as follows:

- (1) Project No. 141033.01 (SW 10th/SW Washburn/SW Lane)
- (2) Project No. 141033.02 (SW 21st/Randolph)
- (3) Project No. 141036.01 (NW Independence Avenue/NW Topeka Boulevard)
- (4) Project No. 141035.03 (21st and Chelsea).

MOTION: Committee member Hoferer made a motion to approve that the projects move forward to the Governing Body. Committee member Dobler seconded. Motion approved 3-0-0.

3) FIRM Repair Update

Director Copley noted that prior to the passing of the 2024 CIP, there was a requirement that any expenditure of FIRM money would need to receive approval by the Governing Body, if it exceeded \$205K. Although the projects seeking approval today do not exceed that amount, staff felt it was appropriate to bring before the Committee for approval.

The projects include:

- Holliday Climate Control Upgrades - Upgrades are needed to automate the air conditioning system at the Holliday Building. Installation of new condensing units requires upgraded control systems and software to optimize and economize the air in the building. The current control systems have been in place since 2005. Expected cost: \$62K
- City Hall abatement and putback - Remediation of ceilings, wrapped pipes and floor tiles that contain hazardous materials. Project includes removal of the materials as well as repair and replace of damaged areas. Expected cost: \$148K
- TPAC Steps Repair - Repair and replace damaged pavers, grout and handrail on steps south of TPAC/Municipal Court. Estimated amount of \$58K is pending a competitive bid process.

Committee member Dobler sought clarification, that the FIRM program is approved annually during the CIP process and a set amount of dollars are allocated toward projects that fall into this category. Director Copley confirmed. He stated that approximately \$2.2M in 2023 was allocated. He noted that the Governing Body made a determination to cash fund the FIRM program, so it is truly operating funds, not a Capital expenditure, because there is no bonding for those, like has been done in the past.

No action is required for this item.

4) Fleet Garage

Director Copley introduced information related to the City's Fleet Garage. The light duty parking garage, located in the parking lot of the Law Enforcement Center needs to be demolished to be able to construct the Polk-Quincy Viaduct. The City must vacate the garage by Q1 of 2025. The Kansas Department of Transportation has offered to purchase the garage from the City for \$2.3M, however this does not include any relocation benefits. Staff has reviewed a myriad of sites, some of which are listed on the table on the second page of the memo. Some of these were dirt sites. One was the existing KDOT Fleet garage. Staff is looking outside of the box, and are looking at a couple of facilities that are not fleet garages, that would have to be retrofitted to accommodate, but bottom line is the problem is not going to go away. The City has a couple of different options. One would be to lease a facility. To retrofit that facility to be able to

operate would also mean paying property tax and insurance. The City would be paying for the profit of the individual who would be leasing the property.

Director Copley identified another option, that would be his preference, which is to make the capital investment to construct a new fleet garage on City-owned property. It would not be subject to real estate taxes. There is an ongoing need to maintain the fleet vehicles through the City of Topeka, but this is a policy decision for the Governing Body members to decide on. He is asking the Committee to review the information and options, and to provide any feedback to Staff.

Committee member Dobler inquired about the square footage that would be able to be built with the \$5.5M? Director Copley responded it would be approximately 14,000 square feet and would include 16 bays, and is commensurate to what we currently have.

Committee member Dobler inquired about the amount being requested to use from the Reserves. Director Copley stated KDOT has offered \$2.3M, that would go into the General Fund. Staff's ask would be for that money be repurposed and go toward the purchase and construction of this. The rough numbers for the delta would be \$5.5M, however Director Copley stated this figure was a little on the high side but noted the architect wanted to put a number on the project that would not be exceeded. There is an opportunity for value engineering. There is an opportunity to approach this from design build to even further engineering, but the rough numbers for the Delta would be between \$2.5M and the \$5.5M, so that is what the ask of \$3.2M would be. Director Copley stated Staff's ask would be to not bond, but to tap into the cash reserves at the end of the year to get those down to a level that is more in accordance with the policy, as well as to avoid then having to pay finance and interest costs on that.

Committee member Dobler inquired about the timeframe, noting that Q1 of 2025 is essentially one year away. Director Copley confirmed and stated that realistically, the City is looking at a year and a half to two years, in terms of getting it through the design build team, and get it moving, construction permits and then the question is what do we do in the intervening time? Director Copley has challenged his staff to look at that, and to determine if the City has the ability to bring people into some of the City's facilities to basically do double-duty? Does the City need to look at a potential temporary site to get us through until construction? He did not have a clear answer for those questions, but stated staff has recognized that it is an issue, and are looking at possibilities.

Committee member Hoferer inquired if there were any relocation benefits being offered? Director Copley stated there were not relocation benefits. The \$2.3M is the compensation to make the City whole for the acquisition of the property,

including the materials. Relocation benefits would be separate and distinct. Those would be available, for example, if the City were to identify and purchase an existing property that needed to be retrofitted and to be brought up to code. However, those numbers will not be known until Director Copley is able to begin the negotiation process with KDOT.

Committee member Hoferer inquired if the decision was made to take a piece of ground that is owned by the City and decide to build a new facility on that ground, if there would be relocation costs? Director Copley stated he did not believe this would be the case, but would inquire with KDOT on it and follow up.

Committee member Hoferer inquired about the equipment inside of the garage, and if they are owned by the City? Director Copley confirmed. He stated it would be a piece of equipment by piece of equipment basis, in terms of what the remaining useful life is. And is it possible to rehabilitate/refurbish, or does it make more sense to replace?

Committee member Hoferer inquired if the timeline to move into a different space and refurbish would be shorter than a new build? Director Copley stated he felt it would likely be similar, by the time it would be inspected and the analysis done, in terms of Life Safety Codes, Electrical, Plumbing. He also noted there would need to be floor drains and grease traps installed. It would come out pretty evenly, in terms of what the total period of time is.

Committee member Hoferer inquired if the garage in question was for cars only? Director Copley confirmed it would only be the light duty shop. The City has three different facilities for Fleet. The light duty shop, which is mostly the police cruisers as well as all of the vehicles that are in the parking lot. There is a heavy duty facility at 201 N. Topeka Boulevard, which will be the dump trucks, motor graders and heavy duty pieces of equipment. The third facility is for the very specialized fire department garage, which is basically the fire engines and aerials.

Committee member Hoferer suggested it was likely a preference to keep the facility somewhat centralized to the Law Enforcement Center, and it would be her preference to stay close to that. She commented that one thought was an area just east of K4 highway and inquired if that area had been considered? Director Copley stated that the sites staff have looked at are identified in the table of the memo. His proposal would be to construct on existing City properties so that the City does not have to bear the cost of the purchase of new real estate. Committee member Hoferer stated it would also be her preference to build on City-owned property as well, but wanted to consider any options. She noted she was not sure if the park had the plumbing, water, and sewer lines or anything else running to it, but had thought of the location as it was industrial.

Chairman Emerson inquired if keeping fleet was something that the City should be in the business of continuing to do? Director Copley provided context for the public, stating there is a tremendous amount of analysis that needs to be done. The big factor that would be looked at are what is the internal cost of providing the services that are needed for doing corrective maintenance versus preventative maintenance? The best case scenario is that about 80% is preventative maintenance, such as changing oil and tires. About 20% is corrective maintenance, such as fixing things that have broken. That best case scenario would be more likely achieved if the fleet was turned over every three years. The City's fleet is 10-15 or even 20 years old. The current model is much more labor intense, with about 70% being corrective maintenance and 30% preventative maintenance, but our costs are lower than what it would be to contract out. Staff can provide the analysis for cost justification. The major policy question is about what level of funding would be needed to supply a newer age of fleet vehicles? The initial sum will be staggering, and the continued amount will be fairly costly as well.

Chairman Emerson inquired about the life of the smaller vehicles, like the police cruisers, and asked if those were still in the 10-15 year lifecycle? Director Copley stated he was including the entirety of the fleet, noting that there are cases where the City is seeing challenges due to the supply and demand, in terms of police cruisers, and that he could provide an estimate in terms of what that life is. When looking at the entire City, there are some Public Works and Utilities vehicles that are 15-20 years old that are still being used.

Chairman Emerson felt the City's fleet would be something that could receive consideration for transitioning the light duty vehicles over to electric, as they would not require the gas, oil changes, etc. Director Copley noted this would be something staff could review and provide some additional information at a later time.

Committee member Dobler asked if action by the Committee was required at this time? Director Copley stated the item was for discussion only, at this time, and to seek feedback from the Committee on the matter to allow staff to gather information.

Committee member Dobler referenced a lease purchase analysis that had been presented a year or so ago, related to a light duty leasing program, to the Committee and inquired what had come of that? Deputy Director Jason Tryon stated the analysis was started about three years ago, but that by the time the City was ready for implementation, the market had moved significantly enough that it was no longer a viable option and is no longer being pursued. It was something that was heavily considered, but with changes in interest rates and vehicle availability, a lot of factors changed over the course of that investigation.

Committee member Dobler inquired if staff felt they had been able to identify an existing building that would meet the needs for our current fleet? He stated he was against leasing a facility, as he felt it would be setting the City up for trouble later down the road. Director Copley stated staff's preference would be to find an existing building that would not need extensive retrofitting or renovation done. One building that staff had looked at was the old Sears Automotive, however it is their understanding that the owners of the property have had multiple problems with the building and it needs to be demolished. They are the ones who had offered to allow the City to redevelop a part of a large building that they own on the boulevard, to use that as a leased facility, paying of course taxes and insurance. Staff looked at 1900 Topeka Blvd that is currently owned by a third-party. The City's real estate broker made multiple requests to look at the sealed Riker building on the West side. A couple of problems with that includes some damage being done during the Shunga flood that has not been remediated and there is an understanding that there are environmental issues. Additionally, part of that property is in the flood plain, but part of that property is in the floodway. Reconstruction is not permitted to occur in the flood way. The flood plain does allow for reconstruction, if you can elevate a foot above the Base Flood Elevation (BFE), and are able to do a study and get KDA to approve that there will have to have a compensatory cut to offset so there is no rise.

Director Copley stated they had also looked at the Winkley Garage, that is currently owned by Washburn Foundation. The problem was, once again it is in a flood plain, and it only has 10 bays. Staff tried to look at other ones that were there, unfortunately every time there are challenges. The KDOT facility with environmental, and a number of other issues, would not be Director Copley's first choice.

Committee member Hoferer stated it would be her preference to build new on City land. She inquired about the number of bays needed. Director Copley stated there were currently 16 bays, so that would be what he would like to have. However, as more options are reviewed, staff can take a hard look to see if operations could function with fewer bays.

Committee member Hoferer inquired about the ability to adapt the facility, in case for example, the heavy duty on North Topeka Blvd goes out, that there is room to either add on or adapt some of the bays to cover that too. Director Copley agreed and stated they had recognized that there have been a couple of different things that have been pointed out on the heavy-duty shop. One is that the particular tract of land at 201 N. Topeka Blvd potentially becomes ripe for redevelopment, in terms of the Redevelopment of the Riverfront. The other part is that there are some structural issues that are currently existing with the heavy-duty garage, and the facility is not going to last forever without having significant capital investment, in terms of structural repairs that are necessary. The question is, is it

a good money after bad, or do you cut your losses at some point and move the facility? It would be staff's preference to have a single-point for all of the garages.

No additional action is being sought for this item at this time.

Parking Presentation

Director Copley and Deputy Director Jason Tryon went through the parking presentation.

Presentation Highlights:

Director Copley noted it had been about a year since staff had worked through this item with the Governing Body, and that the Governing Body had passed the Parking Ordinance. Some aspects that staff went back and reviewed included:

- Whether parking was privatized
- Maintain parking as public
- Enter into a contract with a third-party to operate
- Reviewed parking rates, asking do we continue the “No parking on the Avenue”?
- Staff made a final recommendation, which was to maintain the ownership and management of all of the City's parking assets.
- Convert Kansas Avenue in the 100 blocks to paid parking
- Increase the parking rates and citations, for the first time since 2010, to be able to fund the operations as well as to fund ongoing maintenance; knowing the City had a \$22M deficit, in terms of deferred maintenance on all of the parking facilities.
- The increase in rates and citations also provides for minimum and maximum pricing range to enable demand-based pricing and inflation-based increases.
- The rate structure change, with minimum and maximum rates being established included:
 - Parking garages
 - On-street parking moving to paid parking on Kansas Ave, as well as the 100 blocks on either side of Kansas Avenue
 - Remove the hoods and get those back to paid parking
 - Price increases in the parking hoods and the fines
- Design-Build team was selected through a competitive bid. Immediate review of safety hazards in all garages. Work was performed in Uptowner, 9th Street and Townsite to address immediate hazards.
- On-street hood prices and citation costs were increased, effective January 1, 2023.
- The remaining changes were not implemented, as staff was directed not to implement them.
- In December 2022, the City received a notice of reduction in spaces for the two largest tenants:

- Townsite Plaza LLC, 226 spaces to 98, equaling a reduction of \$8,672 in monthly revenue
- Evergy, 296 spaces to 44, equaling a reduction of \$13,157 in monthly revenue
- 2023 Projected revenue will be \$2.3M, last year it was \$2.5M. The big delta in that is the loss of the parking being in the garages.
- Capital Improvement Scope - This is the \$22M that was approved. The estimates, in terms of costs of the repairs and rehabilitation of the various garages includes:
 - Structural
 - Waterproofing
 - Mechanical
 - Electrical
 - Plumbing
 - Fire protection and life safety
 - Façade
- Proposed Pricing Rollout
 - Phased price increases as additional improvements are made. Implement 10% price increase as garage improvements are made over next 2 years.
 - 3% inflationary increases, beginning in 2026 with price changes occurring every three years thereafter.
 - The same price increase structure will apply to parking lots
- Implement paid parking of \$1.25 per hour on Kansas Avenue. Payment on Kansas Avenue by pay station or app, no additional meters. The revenue generated from Kansas Avenue would be \$250K a year.
- Restore \$1.00 per hour parking on 100 block East and West of Kansas Avenue. The estimated revenue would be \$100K annually.
- There would be a three month timeline for the Kansas Avenue paid parking implementation. Lead time of pay stations would allow for the City to run a public awareness campaign.
- Future plans are to remove the physical meters and transition to payments by pay stations and through the application. Director Copley's long-term vision is to eventually remove all parking meters and to move purely to the application-based and pay stations. Issues with the parking meters is not if they fail, but rather when there will be mechanical failures. They are also an attractive target for theft and vandalism, as well as it is getting difficult to keep them operating due to age. It is time consuming and staff labor consuming to go out and empty the meters and cap the coin.
- Kansas Ave Paid Parking - The City would need 12 pay stations
- Relax time restrictions outside of congested areas.
 - Increased 10 hour parking options surrounding capital complex
 - Eliminate 1 hour time limits for 2 hour time limits
 - Convert 2 hour parking to 4 hour parking
 - Convert from meters to application-based payment in time zone

- Projections, in terms of proposed rates as well as projections for years 2026, 2029 and 2032. In the projected revenue, ten years out for the End of Year, shows there is a healthy balance.
- The rates are designed to allow for ongoing maintenance, to be self-funded out of the operations as opposed to having to look to the Governing Body for Capital funding assistance, in terms of maintaining. Staff recognizes this is a business and needs to be run as such a way to fund ongoing maintenance, offset expenses. Having enough revenue not only offsets expenses, but also provides for the ongoing maintenance of the parking garages.

Questions/Comments:

- Chairman Emerson recognized Councilwoman Hiller for comments/questions, as the garages are in her district. Councilwoman Hiller did not have questions.
- Committee member Dobler inquired about current occupancy. Deputy Director Tryon responded there is about 75% in all garages total. That percentage will vary by location, and by what businesses are surrounding them. There is currently quite a bit of space at the Townsite garage, but there are renovations ongoing so staff has not made a major effort to get more people to occupy that garage.
- Committee member Dobler noted that a question that had come up before was that the City has eight garages, and questioned if there was a need to have that many? Director Copley responded that a great deal of thought had been put into that consideration. One of the underlying principles of this Governing Body, in terms of its strategic plan, is growth. Director Copley is hesitant to close the garage, because then it becomes a question of needing to demolish the garage, or continue the cost of mothballing with ongoing maintenance without generating any revenue. In terms of today, we would not need all of the garages, however in the future, the direction is to grow, and we want to facilitate the ability to meet that need. Committee member Dobler felt on-going discussion would be warranted related to what post-COVID parking needs would be, and if continuing to keep all of the garages was still needed. Deputy Director Tryon stated that, prior to last December, there was a noticed reduction in occupancy throughout the converted period. Prior to December, occupancy was steadily climbing reaching about a 92% occupancy. Then there was a loss of a couple of major tenants, and those have not yet been refilled, which caused the current numbers.
- Chairman Emerson inquired if the Downtown Stakeholders have been included throughout the various discussions that have been happening? Director Copley stated there had been discussions with Downtown Stakeholders, which is what led the direction to staff to not increase rates, to not charge on Kansas Avenue, to not increase rates in the garages. The Governing Body passed an ordinance last October, and staff needs to know if the intention is to have staff implement the ordinance that was passed? Or is it to cue it up and put it back in front of the Governing Body to repeal? He feels passing an ordinance should

be done by the Governing Body, as it is a policy matter by the Governing Body, and that staff should be directed to implement that ordinance, or cue it up and bring it back to rescind.

- Chairman Emerson recognized Mr. Don Heiland, with AIM Strategies to speak. Mr. Heiland feels with demand on the decline, it would not be beneficial to have prices raised.
- Committee member Dobler asked Mr. Heiland what he would suggest as a way to run government like a business? Mr. Heiland felt there needed to be a look at a longer-term strategy, if we can drive more activity to downtown and increase the revenues at the garages, and can increase the occupancy, it would provide the revenue source back. He understands this is not a short-term decision.

No action by the committee is being sought at this time. Interim City Manager Richard Nienstedt stated that the Governing Body had passed an Ordinance. The ordinance directs to implement those rates, but that did not happen. The Governing Body needs to address that the Ordinance has been in place. First, the Governing Body would need to decide if there should be changes to the ordinance. The costs are increasing and the only way capture those increasing costs is through the parking rates. There are only a couple of other options for recapturing these costs, if increasing the rates is not something the Governing Body wants to pursue. One is to pull from the General Revenues of the City. You finance through the GO Bonds and pay that through the tax levy, which has also been something the Governing Body has not wanted to do. The only other options is, if targeted maintenance is needed, some of the garages may need to be shut down for a time. Director Copley stated that the Ordinance provides some discretion for staff to have the ability to go ahead and implement the proposed plan. If there is an adverse impact on businesses, or if we are seeing that people are not willing to pay to park on Kansas Avenue, there is an option to lower the rates. By looking at opportunities to increase in the 10 and 14 hour parking rates. The issue of supply and demand occurs. If someone wants to park on Kansas Avenue, and they are willing to pay the \$1.25 hourly rate, they can. And if they do not want to do that, they can park on the side streets and perhaps be in a four-hour zone where they are spending even less. Interim City Manager Nienstedt commented that he felt there were some flexible ways to implement this and get to the same place. Additionally, the Governing Body could decide to not take any action, but if no action is taken, the information shows what the future looks like as the deficit grows.

Councilwoman Hiller complimented staff for the work done to this point. She suggested that the downtown merchants are expecting it. The City currently has a collection of garages that are ideal to location of the shopping and business district. She felt staff has done a good job of budgeting, and that a decision is needed. She also stated there was a need to at in the way the Governing Body

voted in this past October. She suggested that we finish the job, get the hoods off of the meters and get to the next step of this process, to include placement of pay stations.

Committee member Dobler inquired about the cost to enforce and maintain on-street parking downtown? Deputy Director Tryon stated there are three parking enforcement officers in vehicles that patrol. Over the past five years, the City has received less than 7% of revenue from citations. There is a system that is funded by people who know what they are paying for, rather than being punished for making a mistake.

Committee member Dobler reviewed information found in the presented materials and suggested the revenue from on-street parking was \$250K-\$275K annually. Director Copley stated the projected revenue for going to paid parking on Kansas Avenue, as well as the 100 blocks would be \$350K.

Committee member Dobler inquired if parking enforcement was removed, what the repercussions might be? Division Director Tryon responded that, if enforcement went away, there may be a challenge of how many people would be willing to pay for parking.

Committee member Dobler reframed his question, to ask about what repercussions would occur if the City took away having to pay altogether, and offered free on-street parking everywhere. Division Director Tryon felt if this was an option, that people may not be incentivized to reserve a garage space under that scenario. The business employees would find an on-street parking spot in the morning, and stay there until the end of the day. He felt that, if the City did not have a mechanism to ensure the retailers and restaurant businesses had spaces available for customers, it would be long-term detrimental to their business.

Committee member Dobler stated that, theoretically, the City could offer free parking everywhere downtown. Director Copley stated his fear would be that, if we removed that fee, State employees would park in those spots and the customers would not have an opportunity to park near the stores they are wanting to shop at. All confirmed that, regardless of unintended consequences, it could be an option.

Committee member Hoferer inquired about what would happen to the 15-minute parking spots that restaurants had in front of their business, if the City moved to all-pay parking? Director Copley responded that those stalls would continue to be exempt. Restaurants would be able to keep their 15-minute parking, but the other stalls that currently are free parking, and do not have any temporal limitations, is what would be impacted.

Chairman Emerson noted that the on-street parking rates provide, not only revenue for the City, but also an opportunity for patrons and customers to park temporarily near the shops in the downtown area without employees taking advantage of the parking. He recognized Councilwoman Hiller's time and conversations with the businesses and people in the Downtown area, as that is in her Council district, and stated he felt comfortable with this option, if she was. He noted that another benefit to moving toward a new app-based system is that the City could change the rates fairly quickly, if it is starting to impact businesses.

Director Copley agreed, and stated it would be his preference to administratively turn on a dime as necessary within the firm guidelines that have been established by the Governing Body, for minimum and maximum rates. And, if those amounts do not work, the Governing Body would have the ability to come back and tweak the ordinance to make any changes. It would be Director Copley's recommendation to allow staff to implement the ordinance that was passed by the Governing Body, with the ability to adjust things as needed, and that it can go back to the Governing Body if necessary.

Committee member Dobler inquired about an option of giving a free first hour to park, and then requiring payment for that? Deputy Director Tryon felt that scenario would be more difficult to enforce, because it does require the City to accurately know how long everyone has been at every location. However, this has been considered within a garage scenario. Something such as providing the first hour or two for free, and then charging for subsequent hours 2-10 to where the price would be adjusted for the revenue to be neutral. He felt this might encourage more people to use the garages and off of the street. Less congestion is safer. Committee member Dobler suggested communicating those scenarios to Downtown Topeka Inc (DTI), and some of the other stakeholders who have interfaced with the City in the past.

Committee member Dobler would like to see a scenario that might allow for free on-street parking for short term parking, such as grabbing a quick lunch or in and out of a store, and if the long-term parking pays, maybe that will approach a compromise. He did not see a way that the City should charge for parking on Kansas Avenue and in the hundred blocks.

Interim City Manager Nienstedt offered that every community has this same discussion, especially for their downtown areas. It really comes down to what the Governing Body wants to see, and that they will hear complaints about whatever decision is made. What is the goal that the Governing Body would want to see for that area? Is the goal to move parking so we get the greatest number of patrons downtown to use the retail and restaurants? Is the goal simply to try to provide a place for people, whether they are employees or not, to park on-street? He felt the rates are appropriate, and gave credit to Director Copley and staff for their

work on this item. He felt it was important for staff and the Governing Body to be on the same track. Director Copley will take direction from the City Manager and will move forward from there.

5) Polk/Quincy Viaduct Utilities Update

Utilities Director Sylvia Davis provided a brief update as to where the utility projects are as they relate to the Polk/Quincy Viaduct project. Project 1 is a little behind schedule, based on the redesign work that had to happen. As an overview, the City took the one large project and broke it into six smaller projects. At this point, staff is getting all of the contracts signed for Project 2. This is the first of the smaller projects. It is a water line project to the west side of the scope of work. Once that is finished up, there are about 60 days open for the start of construction. There is some finalization left, and staff will bring more of those updates with better details. Project 1 came in almost 40% under budget, under the Engineer's estimate for that project.

The second project that was let out for bid is actually Project 7, and it came in a little over the Engineers estimate. Staff is still negotiating some costs to see if there are opportunities for savings before that project is awarded. Staff is hoping to get that completed within the next week or so.

Project 6 let out for bid last Friday and should close on October 18th. The hope is that the bids for Project 5 will be back as well, which will allow for a more comprehensive idea of what the totality will look like, compared to the Engineering estimates.

The hope is to let the bid for Project 5 out by October 13th.

The remaining projects are Project 3, and Project 4, which needed some continued design with the relocation of one of the Combined Sewer Overflow (CSO) locations. Approval for that realignment was given by KDHE, so that is one step closer to finalizing that design.

The Project 4 final design was dependent on whether or not it was going to get approved in Project 3, so there will now be some momentum going from this point.

Staff hopes to have an open house to provide additional information to the public in November, once more of those additional pieces are firmed up.

6) Other Items

No additional comments or items.

7) Adjourn

Chairman Emerson adjourned the meeting at 11:10am.

The video of this meeting can be viewed at: <https://youtu.be/--TTjAdzteU?si=Nbdd-XV-3n61zO4I>

DRAFT

1 RESOLUTION NO. _____

2
3 (AMENDING RESOLUTION NO. 9392)

4
5 A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt amending
6 the project list approved by Resolution No. 9392 to revise the mill &
7 overlay project list for 2023 Citywide Half-Cent Sales Tax projects.
8

9 WHEREAS, Resolution No. 9318, which adopts the 2023-2032 Capital Improvement
10 Program and 2023-2025 Capital Improvement Budget, requires Governing Body approval
11 for programs and projects funded in part or in whole with City Half-Cent Sales Tax; and

12 WHEREAS, on July 12, 2022, the Governing Body adopted Resolution No. 9338
13 approving certain public infrastructure projects in 2023 utilizing Citywide Half-Cent Sales
14 Tax funds, which project list was amended on March 14, 2023 (Resolution No. 9392), June
15 20, 2023 (Resolution No. 9434), and July 11, 2023 (Resolution No. 9439) to revise the
16 project lists for mill and overlay projects; and

17 WHEREAS, in light of utility work needed in the Knollwood neighborhood, that area
18 will be removed from the list and substituted with another area.

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

21 (1) SW 28th Street/28th Terrace/Brooklyn/Withdean (Knollwood) are removed
22 from the mill and overlay project list identified in Resolution No. 9392; and

23 (2) SW Randolph from SW 29th to SW 33rd and SW 33rd from Burlingame to
24 SW MacVicar Court are added to the mill and overlay project list identified in Resolution
25 No. 9392.
26

27 ADOPTED and APPROVED by the Governing Body on _____.

28 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

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35 ATTEST:

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40 _____
Brenda Younger, City Clerk

1 RESOLUTION NO. _____
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3

4 A RESOLUTION introduced by the Public Infrastructure Committee comprised of
5 Councilmembers Tony Emerson, Neil Dobler and Michelle Hoferer
6 recommending approval of the revised project budgets for two traffic
7 signal replacement projects, revising Resolution No. 9471.
8

9 WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033
10 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution
11 No. 9425 and requires Governing Body approval for projects that are ready for construction
12 and whose total project budget exceeds \$250,000; and

13 WHEREAS, the Governing Body adopted Resolution No. 9471 approving seven
14 projects including two traffic signal replacement projects; and

15 WHEREAS, project budgets for the two traffic signal projects have increased.

16 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
17 CITY OF TOPEKA, KANSAS, that the following projects approved by Resolution No. 9471,
18 are hereby revised and approved:

- 19 • 141036.02 (incorrectly listed as 141033.02 in Resolution No 9471) -- Traffic
20 Signal Replacement Project for SE 6th Avenue and SE Golden Avenue,
21 budget increase from \$305,000 to \$588,000 (Exhibit A).
- 22 • 141035.05 – Traffic Signal Replacement Project for SW 17th Street and SW
23 Fairlawn Road, budget increase from \$310,000 to \$551,470 (Exhibit B).

25 ADOPTED and APPROVED by the Governing Body on _____.

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CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval		
Project Name:	SE 6th Avenue and SE Golden Avenue	The Traffic Signal Replacement Program provides for the replacement of traffic signals located throughout the City.
Main Project Number:	141036.02	
Project Manager:	Joseph Harrington	
Event	Target Date	
Estimated Construction Year	2024	
2024 Traffic Signal Funding	\$1,200,000	
Funding Source	Final Estimate	
GO Bonds	\$	588,000
Totals	\$	588,000

EXHIBIT B

Capital Improvement Project Final Approval		
Project Name:	17th and Fairlawn	The Traffic Signal Replacement Program provides for the replacement of traffic signals located throughout the City.
Main Project Number:	141035.05	
Project Manager:	Joseph Harrington	
Event	Target Date	
Estimated Construction Year	2024	
2023 Traffic Signal Funding	\$1,200,000	
Funding Source	Final Estimate	
ARPA	\$	350,223
GO Bonds	\$	201,247
Totals	\$	551,470

RESOLUTION NO. _____

A RESOLUTION introduced by the members of the Public Infrastructure Committee comprised of Councilmembers Tony Emerson, Neil Dobler and Michelle Hoferer recommending approval of three traffic signal replacement projects.

WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425); and

WHEREAS, the Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000; and

WHEREAS, the Public Infrastructure Committee has recommended approval of three traffic signal replacement projects.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that the following traffic signal replacement projects are approved, as described in Exhibit A: (1) Project No. 141033.01 (SW 10th/SW Washburn Avenue/SW Lane Street; (2) Project No. 141035.03 (21st and Chelsea); and (3) Project No. 141036.01 (NW Independence Avenue/NW Topeka Boulevard).

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval		
Project Name:	Signal Replacement: SW 10th Ave SW Washburn Ave/SW Lane St.	The Traffic Signal Replacement Program provides for the replacement of traffic signals located throughout the City. The location for this projec is for SW 10th Ave SW Washburn Ave/SW Lane St.
Main Project Number:	141033.01	
Project Manager:	Joseph Harrington	
Event	Target Date	
Estimated Construction Year	2024	
2022 Traffic Signal Funding	\$1,200,000	
Funding Source	Final Estimate	
GO Bonds	\$	965,000
Totals	\$	965,000

Capital Improvement Project Final Approval		
Project Name:	21st and Chelsea	The Traffic Signal Replacement Program provides for the replacement of traffic signals located throughout the City.
Main Project Number:	141035.03	
Project Manager:	Joseph Harrington	
Event	Target Date	
Estimated Construction Year	2024	
2023 Traffic Signal Funding	\$1,200,000	
Funding Source	Final Estimate	
GO Bonds	\$	148,000
ARPA	\$	390,000
Totals	\$	538,000

Capital Improvement Project Final Approval		
Project Name:	NW Independence Ave & NW Topeka Blvd	The Traffic Signal Replacement Program provides for the replacement of traffic signals located throughout the City.
Main Project Number:	141036.01	
Project Manager:	Joseph Harrington	
Event	Target Date	
Estimated Construction Year	2024	
2024 Traffic Signal Funding	\$1,200,000	
Funding Source	Final Estimate	
FFE	\$	400,000
GO Bonds	\$	160,000
Totals	\$	560,000

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the members of the Public Infrastructure Committee
4 comprised of Councilmembers Tony Emerson, Neil Dobler and
5 Michelle Hoferer recommending approval of Project No. 841097.04
6 for street improvement on River Road.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033
9 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution
10 No. 9425); 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, the Public Infrastructure Committee has recommended approval of the
14 project.

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project No. 841097.04 for street improvement of NE
17 River Road from NE Crane Street to NE Emmett Street (Exhibit A) is hereby approved.

18 ADOPTED and APPROVED by the Governing Body on _____.

19 CITY OF TOPEKA, KANSAS

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24 _____
Michael A. Padilla, Mayor

25 ATTEST:

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29 _____
30 Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval								
Project Name:	NE River Road (Construction)	This project will be a mill and overlay with full-depth patching on NE River Road: NE Crane Street to NE Emmett.						
Main Project Number:	841097.04							
Project Manager:	Lee Holmes							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Event</th> <th style="text-align: right; border-bottom: 1px solid black;">Target Date</th> </tr> </thead> <tbody> <tr> <td>Estimated Construction Year</td> <td style="text-align: right;">2024</td> </tr> </tbody> </table>			Event	Target Date	Estimated Construction Year	2024		
Event	Target Date							
Estimated Construction Year	2024							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Funding Source</th> <th style="text-align: right; border-bottom: 1px solid black;">Final Estimate</th> </tr> </thead> <tbody> <tr> <td>Citywide Half-Cent Sales Tax</td> <td style="text-align: right;">\$ 1,009,287</td> </tr> <tr> <td>Totals</td> <td style="text-align: right;">\$ 1,009,287</td> </tr> </tbody> </table>			Funding Source	Final Estimate	Citywide Half-Cent Sales Tax	\$ 1,009,287	Totals	\$ 1,009,287
Funding Source	Final Estimate							
Citywide Half-Cent Sales Tax	\$ 1,009,287							
Totals	\$ 1,009,287							



CITY OF TOPEKA

DRAFT TRAFFIC IMPACT STUDY GUIDELINES

NOVEMBER 2023

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APPENDIX

A.	Traffic Impact Study Outline
----	------------------------------

Acronyms:

AADT	Annual Average Daily Traffic
AASHTO	American Association of State Highway and Transportation Officials
ADT	Average Daily Traffic
DDHV	Directional Design Hourly Volumes
HCM	Highway Capacity Manual
HCS	Highway Capacity Software
ITE	Institute of Transportation Engineers
KDOT	Kansas Department of Transportation
LOS	Level of Service
MUTCD	Manual on Uniform Traffic Control Devices
PE	Professional Engineer
PHF	Peak Hour Factor
PTOE	Professional Traffic Operations Engineer
Sq. Ft.	Square Feet
TIS	Traffic Impact Study
VPH	Vehicles Per Hour

Definitions:

Level of Service (LOS): A quantitative stratification of a performance measure or measures that represent quality of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler’s perspective and LOS F the worst.

Traffic Impact Study: Primarily used to estimate the amount of vehicular traffic that would be expected from the proposed development as compared to any previously approved plans or the land use identified on the Future Development Plan. Determines the potential impacts to the existing street network and predicts how roadway modifications could mitigate or improve the public street system.

Trip Generation: The process of forecasting the number of people generated by a proposed development based on the development size, number of employees, or dwelling units according to land use type.

TRAFFIC IMPACT STUDY GUIDELINES

1.0 Introduction

The City of Topeka has developed the following guidelines to be used to complete Traffic Impact Studies (TIS) as part of the planning of proposed land development projects. The purpose of these guidelines is to establish uniform criteria to be used for the developments that require a TIS to determine potential impacts to the existing street network. These guidelines will help in the communication and coordination between all parties who conduct business with the City of Topeka.

This document provides the following objectives:

- Identifies when a TIS is required
- Establishes minimum qualifications to complete a TIS
- Standardizes traffic impact study procedures and documentation

If determined by City staff, a TIS shall be submitted concurrently with or prior to the subdivision plat or development plan. Any impacts to the street system should be identified and resolved prior to the approval of the subdivision plat or development plan. For any development plan being considered by the Planning Commission, impacts should be identified and resolved prior to publication of the public hearing notice and the written staff recommendation to the Planning Commission. A failure to resolve identified impacts prior to the publication of the hearing may require that the plat or development plan be rescheduled to a later Planning Commission meeting.

2.0 Development Conditions Warranting a Traffic Impact Study

A tiered TIS level system is proposed to establish necessary traffic information to City staff to assist in the evaluation of a proposed development plan. The different levels for a TIS will be defined by the amount of site-generated vehicular traffic. **Table 1** defines the different TIS levels.

A TIS is required to be submitted with any development plan or preliminary plat submittal with the following exceptions:

- A single-family residential development that is not proposing a new access point to a collector or arterial roadway.
- Changes to a previously approved plan or plat with an increase in square footage that is less than 10%, unless a high traffic generator is proposed (i.e. fast-food restaurant, coffee shop, etc.) If a high generator is proposed, a trip generation memorandum may be required to determine if a full TIS is required.
- A Revised Preliminary Development Plan that does not require a public hearing; however, if the plan includes a change in use that is expected to generate an increase in trips, a TIS will be required to document the change and evaluate the impact.
- A reduction in square footage, unless a high traffic generator is proposed (i.e. coffee shop, fast-foot restaurant, etc.).

- In general, religious facilities will be exempt from providing a TIS; however, if there are multiple uses proposed on site (i.e. event center), a TIS may be required to evaluate the impact.
- A building addition with no increase traffic generation or need for additional parking will not require a TIS.

Applicants should consult with City staff prior to beginning a TIS to confirm the scope, assumptions, and schedule to avoid unnecessary delays.

3.0 Traffic Impact Study Level Thresholds

The level of analysis for a TIS is proportional to the vehicle trip generation from a given project and is shown in **Table 1**. Site-generated trips should be calculated using the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. The volume thresholds shown in **Table 1** represent the vehicles per hour (vph) estimated to be generated by the proposed net trips. Development sites with a proposed drive-thru or a convenience store will require a TIS unless City Traffic Engineer determines a TIS is not necessary based on additional information provided by the applicant.

Table 1 – TIS Level Thresholds by Vehicles per Hour

Level of Study	Threshold (vph)
Level 1	0-20
Level 2	21-99
Level 3	100 – 499
Level 4	≥500 *

Table 2 provides a list of example trip generation rates for a variety of land uses which would generate vehicle trips greater than 100 vehicles per hour (vph) or 500 vph. For land uses not listed in Table 2, trip generation rates should be developed by the Project’s Traffic Engineer to estimate the level of effort required for the traffic impact study. In cases where the current version of the ITE Trip Generation Manual differs from Table 2, the most recent ITE Trip General Manual shall be used.

Table 2 – Example Trip Generation Rates by Land Use

ITE Code	Land Use	Units	Size to Generate 100 vph	Size to Generate 500 vph
110	Light Industry	Sq. Ft.	135,000	675,000
130	Industrial Park	Sq. Ft.	295,000	1,470,000
140	Manufacturing	Sq. Ft.	135,000	675,000

150	Warehouse	Sq. Ft.	555,000	2,780,000
210	Single Family	Units	106	532
220	Multi-Family (Townhomes/Condos)	Units	197	980
221	Multi-Family (Mid Rise - 3 to 10 Levels)	Units	260	1,285
254	Assisted Living	Beds	420	(A)
310	Hotel	Units	170	(A)
445	Multiplex Movie Theater	Screens	(D)	(D)
480	Soccer Complex	Units	(D)	(D)
495	Recreation Community Center	Sq. Ft.	40,000	200,000
560	Church	Sq. Ft.	(D)	(D)
565	Daycare	Sq. Ft.	9,000	(A)
710	General Office	Sq. Ft.	66,000	330,000
720	Medical Office	Sq. Ft.	25,500	(A)
750	Office Park	Sq. Ft.	(B)	375,000
812	Bldg. Materials	Sq. Ft.	45,000	(A)
813	Discount Superstore	Sq. Ft.	(B)	115,000
816	Hardware Store	Sq. Ft.	34,000	(A)
820	Shopping Center	Sq. Ft.	(C)	147,000
840	Automobile Sales (New)	Sq. Ft.	42,000	(A)
850	Supermarket	Sq. Ft.	11,500	56,000
945	Convenience Market w/ Gas Pumps	Fuel Pos.	(B)	28
816	Hardware Store	Sq. Ft.	34,000	(A)
881	Pharmacy w/ Drive Thru	Sq. Ft.	10,000	(A)
912	Drive-In Bank	Sq. Ft.	5,000	(A)
931	Quality Restaurant	Sq. Ft.	13,000	(A)
932	High Turnover Sit Down Rest.	Sq. Ft.	11,000	(A)
934	Fast Food w/Drive Thru	Sq. Ft.	3,000	(A)
937	Coffee/Donut Shop w/ Drive Thru	Sq. Ft.	(B)	(A)
Institute of Transportation Engineers (ITE) <i>Trip Generation</i> , 11 th Edition				

(A) Land use typically does not generate more than 500 vph as standalone use.

(B) TIS required due to land generating more than 100 vph.

(C) Shopping Center land use applied to development with multiple commercial retail centers with shared parking.

(D) Peak generator times for land use typically occur during Friday or over the weekend. Traffic Engineering will determine the study analysis days and time periods to account for the weekend peak hour.

If a proposed development land use changes during the developer's design process the trip generation table shall be updated. If the cumulative changes in the trip generation results in more than an increase of 50 trips or 5% of the total development trip generation, whichever is

greater, the entire TIS shall be updated. Both the final trip generation anticipated at the development and the trip generation used for the rest of the TIS shall be shown in the TIS if they differ.

4.0 Qualifications Required to Conduct Traffic Impact Study

It is the applicant’s responsibility to prepare a qualified traffic impact study meeting the guidelines defined within this document. The TIS is required to be signed and sealed by a Professional Engineer (PE) licensed in the State of Kansas with relevant TIS experience. It is recommended that the PE also have a PTOE to complete a Level 3 or Level 4 TIS. The Public Works Director will make the final determination as to whether a particular engineer is qualified to complete a TIS for the Project.

5.0 TIS Scope of Service

Prior to conducting a TIS, the applicant or their representative should develop a scope of service in consultation with City staff to meet the TIS requirements for the Project. **Table 3** provides a summary of the typical scope items expected to be included within the TIS; however, additional detail may be requested by the City for certain tasks due to local knowledge of the area to address concerns or meet other prior planning or engineering requirements. The scope of service should be determined with City staff prior to completing the study to ensure the TIS will adequately address all technical requirements.

Table 3 – Traffic Impact Study – Example Scope of Service

Traffic Impact Study Requirements				
Traffic Impact Study Levels	Level	Level	Level	Level
	1	2	3	4
Projected New Peak Hour Site-Generated Automobile Trips by Project (Latest Edition ITE Trip Generation Manual)	0-20	21-99	100-499	> 500
Location Description	X	X	X	X
Land Use - Existing and Proposed	X	X	X	X
Connectivity and Circulation Review		X	X	X
Trip Generation Estimate	X	X	X	X
Access Management Review		X	X	X
Adjacent Access Spacing - Upstream and Downstream		X	X	X
Existing Street Functional Classification		X	X	X
Posted Speed Limit		X	X	X
Intersection Sight Distance		X	X	X
Existing ADT Traffic Volumes		X	X	X
Future ADT Volumes		X	X	X
Obtain Current Intersection Turning Movement Peak Period Volumes			X	X
Truck Volumes & Circulation (Existing and Proposed if Commercial or Industrial)		X	X	X

Pedestrian and Bicycle facilities			X	X	X
Traffic Assignment Distribution Assumptions				X	X
Trip Generation Reduction Assumptions or Pass-By Trips				X	X
Traffic Operation Analysis Scenarios				X	X
Existing Condition (no development)				X	X
Existing plus Site-Generated Traffic (Full Build Only)				X	
Existing plus Site-Generated Traffic (Major Phases to Full Build)					X
Existing plus Future Background Volumes (No Build)				X	X
Existing plus Site-Generated and Future Background Volumes (Full Build)				X	X
Traffic Operation Analysis Requirements				X	X
Capacity analysis signalized and unsignalized study intersections				X	X
MUTCD Signal Warrant Analysis				X	X
Turn Lane Warrant Analysis				X	X
Summary/Recommendations				X	X
Intersection and Roadway Geometric Recommendations				X	X
Traffic Control Recommendations (Stop Sign, Signal, or Roundabout)				X	X
Turn Lane Recommendations (Including Storage Length)				X	X

6.0 Key Traffic Impact Study Parameters

Below are key traffic impact study parameters that should be defined prior to completing the TIS. The applicant or their representative should discuss the following parameters to help define the TIS scope of service in consultation with City staff.

- 6.1 **TIS Level of Effort:** The determination of the TIS level is based on the above criteria.
- 6.2 **Study Area:** Defining the limits of the study area is very important for all levels of traffic impact studies. The Study area is dependent on a variety of variables – size of development, number and location of driveways (both existing and proposed), roadway classification, and influence that the proposed access will have on the street segment or adjacent intersections. Final determination of the study area will be determined by City staff.
- 6.3 **Analysis Periods:** The TIS should be completed during the peak commuter periods. The peak periods are dependent on both the street network peak volume conditions as well as the peaking characteristic for the development type. Typical analysis periods

include the AM and PM peak hours during a typical weekday. Typical weekday is defined as Tuesday, Wednesday, or Thursday. The typical weekday peak periods typically range from 7:00 A.M to 9:00 A.M. and 4:00 P.M to 6:00 P.M.

The proposed development type can define the traffic analysis periods. Certain land uses may require alternate analysis during off peak commuter periods or over specific weekend periods, including possible holiday weekends.

6.4 Analysis Years: The TIS will analyze the opening year of the development. Level 3 and 4 studies will analyze 20 years in the future. For significantly large or long duration build projects, additional development periods may be required to account for build years or phased projects.

6.5 Future Volume Development Method: Future year background traffic volumes should be developed using a growth rate approved by the City Traffic Engineer. Growth rate can be developed based on a review of available historic traffic volumes and comparing them to future volumes available in special study areas. In mature portions of the City, the growth rate may be minimal.

7.0 Data Collection

The applicant or their representative is responsible for obtaining the necessary data to complete a traffic study that meets these requirements. The following data should be assembled for each TIS.

7.1 Project Site Characteristics

The following descriptions of the existing and proposed land use for the development site should be included.

- a. Existing Condition: Identify and document the existing land use and currently zoned land use per the City's current zoning map as well as the adopted Future Land Use Development Plan Map.
- b. Proposed Plan (Project): A description of the proposed site plan should be provided. The description should include an exhibit of the proposed development that shows the number of access points, internal street network, and proposed land uses.
- c. Surrounding Developments: Any pending or approved planned developments near the proposed project should be documented. The extent of surrounding developments located in close proximity to the proposed development commensurate with the size of the proposed development shall be included in the TIS. The addition of site-generated traffic from approved developments will be included as part of background traffic growth. Surrounding development extent must be approved by City staff.
- d. Previously Approved Traffic Impact Studies: If a TIS was completed and approved for the development area, the study should be referenced, and the trip generation assumptions and recommendations should be reviewed and noted. If

the previous TIS is not available, then site-generated traffic should be estimated based on the previous development plan for comparison with the new development plan.

7.2 Transportation System

Include a description of the existing transportation network located adjacent to the project or within the study area. Data should include:

- a. Functional classification of the roadway
- b. Posted speed limit
- c. Description of the roadway section (number of thru lanes, turn lanes, curb & gutter, rural ditch section, etc.)
- d. Intersection control types (two-way stop control, roundabout, traffic signal, etc.)
- e. Existing signal phasing, including left-turn phasing
- f. Available sight distance (both horizontal and vertical) at access points. New access points may require field measurements
- g. Pedestrian and bicycle facilities (existing and planned)
- h. Existing or proposed transit routes
- i. Identify any planned improvements to adjacent street(s) or intersection(s)

7.3 Traffic Volumes

- a. Daily Traffic Volumes: For Level 2 traffic impact studies, existing Average Daily Traffic (ADT) traffic volumes can frequently be obtained using City of Topeka or KDOT traffic volume maps, available online. If not available, the Project's Traffic Engineer may be required to obtain current daily traffic counts adjacent to the Project area. Projected ADT volumes can be obtained from the City or KDOT. For Level 3 and 4 TIS, new traffic counts are required.

KDOT Traffic Volume Maps: www.ksdot.org

- b. Intersection Turning Movements: Level 3 and 4 traffic impact studies require new peak hour intersection turning movement counts which capture the demand flow rate for each movement. Intersection turning movement counts should be completed based on the anticipated peak hour for the Project. This is typically found on a weekday between the periods of 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. City staff may require other time periods based on the Project or proposed land use.

Intersection turning movement counts shall be completed in 15-minute increments and should capture the heavy vehicle percentage along with any pedestrians or bicyclists. A minimum of 1.5 hours shall be counted in order to capture the peak hour prior. Queuing shall be included and accounted for during oversaturated conditions as per the Highway Capacity Manual. The calculated Peak Hour Factor (PHF) shall be provided for each intersection and used in the capacity analysis. If turning

movement counts are available from a previous study, the counts must be within three years or approved by Public Works.

8.0 Background Traffic Volumes

Background traffic is defined as the traffic volumes obtained or recorded for the study intersection(s) prior to the development occurring. Balancing the traffic volumes between study intersection(s) will help with the traffic assignment process. Project generated trips will be assigned on top of the existing background volumes.

Future year background traffic growth should be developed using a growth rate developed based on review of historic traffic volumes or from available future year ADT volumes. The existing background volumes should be projected using the calculated growth rate. Project generated trips will be added to the future year background volumes.

9.0 Trip Generation

Anticipated traffic for the Project should be estimated using trip generation methods and procedures defined in the ITE Trip Generation Manual, 11th Edition or latest edition. The land use codes and trip generation volume examples provided in Table 2 are from the ITE Trip Generation Manual, 10th Edition. The Trip Generation Manual should be used to determine the process for selecting the appropriate average rate or equation for each land use code. If the Trip Generation Manual recommends local data to be collected, prior approval from city staff is required to use any values other than locally collected data.

A table to summarize the trip generation for the Project should be included in the TIS report. The table should include the land use code, unit used (i.e. square feet, number of dwelling units, rooms, etc.), projected ADT, peak hour volumes including directionality, and summary of project phases for larger developments.

Trip generation shall be calculated for the development analysis periods. Trip generation tables for the peak hour of the adjacent street should typically be used. For conditions during non-typical peak periods, ITE Trip Generation Manual “Peak Hour of Generator” rates may be used for those conditions.

Trip generation for redevelopments, mixed-use development, larger developments, and certain types of land uses may choose to use some of these more advanced tools when determining the number of trips a site generates.

Net Trips: Redevelopment sites may determine the previously generated number of trips based on the ITE land use codes and subtract those from the proposed site development with approval from City staff. Depending on the intensity of the former development and the proposed development, this may result in the proposed development generating a net number of trips less than, approximately equal to, or more than, the existing site.

Mode Split: Mode split is the estimated number of travelers anticipated to use transportation modes other than automobiles. Mode split would require typical trip generation rates to be modified when the influence of non-automobile transportation modes is demonstrated and

documented. Approval must be received from City staff prior to implementing a trip generation reduction for Mode Split. Mode split should occur prior to applying pass-by trips.

Pass-by Trips: If pass-by trips are used for the TIS, the generation of the pass-by trips should be documented and noted within the TIS report. Methods described in the ITE Trip Generation Handbook should be used to estimate pass-by trips. Pass-by trip rate should not exceed 10 percent of the adjacent street or 25 percent of the proposed development site-generation potential, whichever is less.

Mixed-Use Internal Capture: For mixed-use developments, internal site-generation capture procedures may be used. Methods defined in the Trip Generation Handbook for internal capture should be used. Approval must be received from City staff prior to implementing internal capture across collector or thoroughfare roads. The internal capture method should be clearly documented, and worksheets shall be provided with the TIS appendix.

10.0 Trip Distribution and Assignment

Trip distribution rates should be developed by reviewing the existing traffic patterns near the development and the respective location of the site within the City. The trip distribution percentages should be documented in a figure to visually represent the origins and destinations for the site-generated traffic.

Estimated vehicle-trips will be assigned to the existing and proposed street networking using the trip distribution rates. Traffic assignment should be completed using judgement for the best routes to/from the development site for the identified analysis periods (i.e. AM and PM peak hours). Site generated traffic volumes should be documented in a figure. The proposed development volume scenario figures should include the total traffic with the site-generated traffic included in a parenthesis. Resulting trip distribution and roadway assignment should be reviewed and approved by City staff prior to proceeding with analysis.

11.0 Traffic Signal Warrant Analysis

Project access points or existing unsignalized intersection(s) that have volumes anticipated to meet one or more traffic signal warrants will require a traffic signal warrant analysis to be completed. Traffic signal warrant analysis should be completed using Manual on Uniform Traffic Control Devices (MUTCD) methodologies to determine which signal warrants may be met, if any. Signal warrant analysis should be included in the TIS and a recommendation with justifications should be provided. Note that Warrant 3, Peak Hour Warrant, shall be applied only in unusual cases as described in the MUTCD. Meeting only Warrant 3 may be insufficient evidence to justify the installation of a signal. It is ultimately the decision of the City to determine if/when a signal will be constructed at any given location.

12.0 Turn Lane Analysis

For locations where a new access point is added to a corridor that does not have the necessary turn lanes, either a left or right turn lane, turn lane warrant analysis will need to be completed. Left and right turn lanes provide separation of vehicles that are slowing or stopped to turn from the vehicles that are going through the intersection. Separating the turning vehicles minimizes turn-related crashes and eliminates unnecessary delay to the through vehicles. Based on data reported in NCHRP 457, crash rate for unsignalized intersections can be reduced by 35 to 70 percent with the addition of a left-turn lane.

To evaluate the need for the auxiliary lanes, the turn lane warrant procedure documents in NCHRP 457 should be used. Variables used in the turn lane warrant analysis involve two-lane vs four-lane facility, major roadway speed, percent left-turn volume, advancing movement and the opposing volume. NCHRP 457 includes an Excel spreadsheet to assist with the turn lane warrant analysis. NCHRP Figure 2-5 should be used for the evaluation of left-turn lane at a two-way stop controlled intersection. Figure 2-6 should be used to evaluate right-turn lanes.

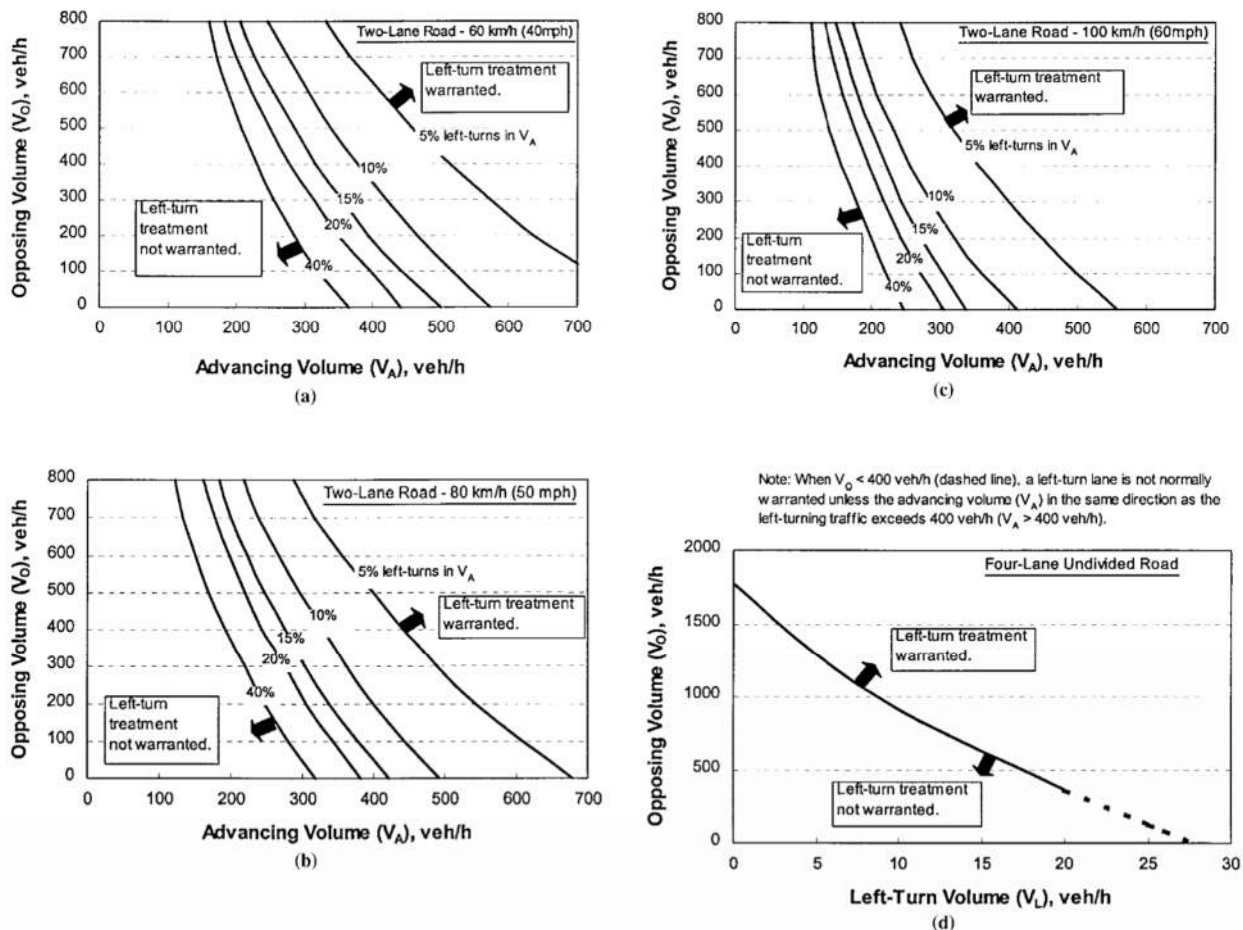


Figure 2-5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

12.1 Unsignalized Intersections - General Considerations

A recommendation for either a left or right turn lane at an unsignalized location requires evaluation of both vehicular and non-vehicular impacts. Additional non-vehicular factors may need to be evaluated further. For any given turning location, the designer should evaluate the vehicular traffic desires and when it can be demonstrated that vehicular operations may warrant a turn lane, an analysis of non-vehicular impacts shall be completed based on location specific factors. Public Works has ultimate decision for the addition of a left or right-turn lane, especially on a 4-lane roadway or in tight urban dense environments.

Non-vehicular factors that should be considered include but are not be limited to:

- Potential negative impacts to usability of adjacent previously developed property.
- Utility relocations that may be required to accommodate the widened section and whether the cost and overall impact of such relocations outweigh the benefit of the turn lane.
- Impacts to adjacent sidewalks/trails. The designer should evaluate whether the roadway widening will negatively impact the safety of pedestrians and bicyclists due to potentially requiring the trail/sidewalk to be located closer to the street and increased crossing distances.
- A contextual analysis of the need for a turn lane should be completed. For example, a turn lane may be warranted in a suburban type environment involving lower density land uses where prior development in the area also provided turning lanes, while it may be inappropriate to recommend a turn lane in a denser urban type area if prior development did not provide turn lanes.
- Existing or proposed on-street bike lanes where a right turn lane would create a weaving movement for more vulnerable roadway users.

12.2 Signalized Intersections.

Determinations about whether to provide either left or right turn lanes for individual movements at signalized or future signalized intersections should be based on evaluation of level of service with goals to provide acceptable level of service, or in cases where this is not feasible for existing intersections, to maintain an appropriate level of service. Public Works will have the final approval for proposed geometric modifications.

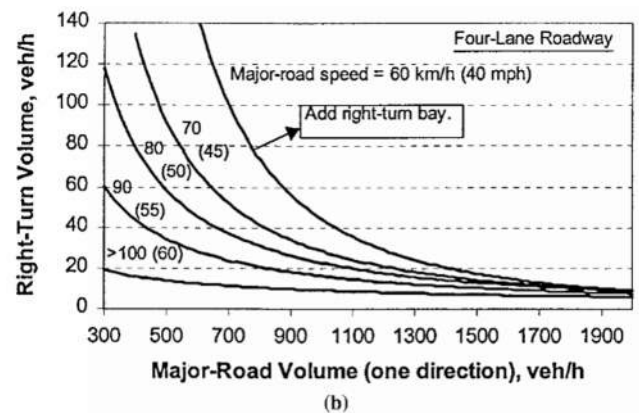
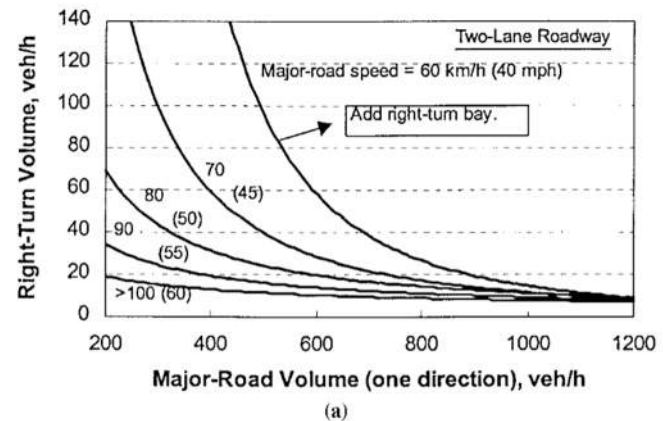


Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

12.3 Turn Lane Geometric Design Considerations

Design of turn lanes should be completed per City of Topeka Standards and Specifications. Below are design considerations when completing the geometric layout for an auxiliary lane:

- Left turn lanes shall be 200 feet plus the taper at the intersection with another arterial street and 150 feet plus the taper at other locations.
- Dedicated left-turn lanes are required on side streets or driveways intersecting arterial streets at full median breaks. Minimum distance shall be 150 feet plus the taper.
- The length of the left-turn lane shall be increased as necessary to accommodate estimated queue length. The minimum length shall be exceeded based on the estimated 95th percentile queue length determined for future traffic volume projections. The queue length shall be estimated using analysis procedures outlined in the latest edition of the Highway Capacity Manual published by the Transportation Research Board. Where the analysis is based on traffic signal control, existing cycle lengths shall be used when available, otherwise a 120 second cycle length should be used in the analysis.
- Unless otherwise approved by the City Traffic Engineer, left-turn lane lengths shall cover the full-width segment between the taper and the end of the lane at an intersection with a public street or driveway. The end of the lane at the intersection shall be determined as the point of curvature for the turning radius used for design of the particular intersection. Turning radius shall meet City of Topeka design standards.

12.4. Unsignalized Right Turns Lanes

Table 4 below provides guidance on requirements for right turn lanes at unsignalized intersections on thoroughfares. For intersections listed as requiring further evaluation, the designer should provide an analysis of the non-vehicular traffic factors listed in Section 12.1 above along with a review of turning traffic shown in NCHRP Figure 2-6.

Table 4: Right Turn Lane Guidance on Arterial Roads - Unsignalized Intersections

Intersecting Street/Drive Land Use	Intersecting Street or Drive	Thoroughfare Section				
		2 lane undivided	2 lane divided	4 lane undivided	4 lane divided	6 lane divided
Residential**	Driveway	Not Required	Not Required	Not Required	Not Required	Not Required
Residential**	Local Street	Not Required	Not Required	Not Required	Not Required	Not Required
Residential**	Collector Street	Evaluate*	Evaluate*	Evaluate*	Evaluate*	Not Required
Non Residential	Driveway	Evaluate*	Evaluate*	Evaluate*	Evaluate*	Not Required

Non Residential	Local Street	Evaluate*	Evaluate*	Evaluate*	Evaluate*	Not Required
Non Residential	Collector Street	Evaluate*	Evaluate*	Evaluate*	Evaluate*	Evaluate*
Non Residential	Thoroughfare	Evaluate*	Evaluate*	Evaluate*	Evaluate*	Evaluate*
* Evaluate peak hour turning movement and directional peak hour through volume according Section 12.0. Also evaluate impacts to pedestrian/bicycle facilities and other factors listed in Section 12.1 above.						
** Residential defined as residential in the Current Topeka Regional Transportation Plan						

13.0 Capacity Analysis

Capacity analysis shall be performed for each study intersection using methodologies described in the Highway Capacity Manual (HCM), 6th edition, or latest edition. All capacity analysis should be performed using city-approved software programs. The capacity analysis results should be reported using HCM methodologies.

13.1 Capacity Analysis Criteria

The capacity analysis will be completed using the criteria defined below:

Level of Service (motorized): TIS should include computation of motorized LOS for the study intersection(s) using the methods described in the HCM. The traffic analysis should be completed using approved traffic engineering software. LOS should be reported for each movement (or lane group) at the intersection.

Multi-modal Level of Service: Where there are pedestrian crosswalks, bike lanes, or transit stops adjacent to the development, the TIS should include a qualitative analysis of the development to determine the effect on the different modes of transportation. Multi-modal analysis will be completed in high pedestrian activity areas and multiple modes of transportation.

Approved Traffic Engineering Software:

Synchro/Sim Traffic Suite, version 11 or latest edition

Highway Capacity Software (HCS), version 2023 or latest edition

Any other traffic engineering software must be approved in advance by city staff.

City staff can request additional analysis and/or access to electronic files for specialized software for more complicated traffic studies. Example software may include, but limited to, PTV Vissim, PTV Vistro, or SIDRA software. LOS should be reported for each movement (or lane group) at the intersection.

Traffic simulation should be conducted for closely spaced intersections, or complex traffic conditions. All traffic analysis files should be submitted electronically to the City as part of the TIS submittal.

Impact thresholds for overall intersection LOS are:

LOS D – is typically acceptable on all arterials and collectors

LOS C – is typically acceptable on all other roadways (the highest class of road defines an intersection)

Individual turning movements should operate with LOS D or better for all intersections. For locations with LOS E or F, additional information or explanation should be provided (i.e. vehicle queue length, signal warrant and geometric or traffic control recommendations should be included in the TIS). A TIS that results in LOS F for individual intersections or movements may not preclude acceptance of the TIS and the development by the City. TIS should identify and evaluate potential geometric improvements to improve LOS. Final approval will be completed by Public Works.

Vehicle Queuing: TIS should provide 95th percentile queue length for the individual turning movements. This information is beneficial in determining appropriate turn lane lengths or issues of driveways/streets being blocked by the traffic queue from an adjacent study intersection.

13.2 Intersection Analysis:

- a. Unsignalized Intersections: HCM results should be reported for unsignalized capacity analysis. Analysis should include the following information:
 - i. Existing and proposed lane configurations and traffic control.
 - ii. Existing volume data should be included in the analysis. These factors included PHF, heavy vehicle (truck) percentage, and approach grades.
 - iii. The results of the capacity analysis should be summarized in a figure showing the lane configurations and individual movement level of service.
 - iv. Vehicle queue lengths can be reported to the nearest 5-foot intervals with the minimum queue assumed to be 25 feet for queues reported between 0.0 and 1.0 vehicles. HCM output results should be converted from number of vehicles in queue to vehicle queue length (1 vehicle = 25 feet). Vehicle queue information should be provided in the TIS to note when vehicle queues from intersections block left-turn lane(s) and/or other nearby intersection(s). Vehicle queue information should be obtained from a traffic analysis program.
 - v. The vehicle queue information should be noted if the queue lengths extend beyond the available turn lane storage. Vehicle queues for the Project access point(s) or side street(s) should not extend into the circulatory roadway within the development. Internal development intersections should not spill back onto the public street system.
- b. Signalized Intersections: Capacity analysis should include the following items:
 - i. Basic Inputs: Existing traffic volume data – PHF, heavy vehicle percentage,

- number of lanes, lane widths, approach grades, location to nearest traffic signal, and other inputs (i.e. on-street parking, storage bay lengths, number of pedestrians, etc.)
- ii. Existing signal timings, if available. If no timings are available, the analysis should be completed with a 120 second cycle length.
 - iii. Existing left-turn signal phasing should be documented and used in the analysis (i.e. protected left-turn, permissive left-turn, protected/permissive left-turn, etc. Topeka typically uses leading protected-permissive left turns when needed.).
 - iv. For signals located within a corridor, the same cycle length should be used. Half cycle lengths can only be used if approved by City staff.
 - v. Existing clearance intervals should be used when available. If clearance intervals are not available, a clearance interval ranging from 5 to 6 seconds should be used. Typical clearance intervals for modeling purposes are 2 seconds all-red with 4 seconds yellow. Actual clearance intervals can be calculated using ITE Signal Timing Methodologies.
 - vi. Signalized capacity analysis results should be summarized on figures to illustrate the number of lanes, individual movement Level of Service, 95th percentile vehicle queue length, and overall intersection Level of Service.
 - vii. Lane utilization factors can be adjusted to help replicate the existing conditions for lane unbalance. Adjustments such as these should be documented in the appendix. This condition typically occurs near major intersections or near interchanges.
 - viii. Traffic simulation results are typically the best way to document the vehicle queue behavior and interaction between multiple intersections. For a study corridor, a minimum of 10 traffic simulation runs should be completed to provide the vehicle queue information.
 - ix. Vehicle queue information should be provided in the TIS to note when vehicle queues from intersections block left-turn lane(s) and/or other nearby intersection(s).
 - x. All capacity analysis results should be analyzed using HCM methodologies and reports should be included in the TIS appendix.
- c. Roundabout: HCS should be used to analyze any existing or proposed roundabouts. Existing and proposed site-generated traffic volume data should be included in the analysis. These factors include PHF, heavy vehicle (truck) percentage, approach grades, and other required inputs. Vehicle queue information should be included in the analysis results. City staff can request additional analysis using SIDRA or VISSIM software for more complicated TIS's.
- d. Non-Standard Interchange or Intersection Concepts: Should a non-standard interchange or intersection concept be proposed, the capacity analysis should be completed using VISSIM or other approved method to adequately evaluate the traffic operation.

14.0 Site Circulation

TIS should include a review of the on-site circulation. This would include an assessment of the proposed access points onto the existing street network. The review should evaluate driveway throat lengths, vehicle turn radii, sight distance, internal driveway distance from the internal street network and connection points to the external system.

Vehicle turn radii assessment may require a review of truck access. Truck access should be evaluated to document the design vehicle that can enter and exit the development without causing impacts outside the proposed street network. TIS should document anticipated design vehicle (WB-62, Single Unit Truck, Refuse or Bus) that is expected to access the development site. Autoturn shall be used to assess the truck circulation within the site and access to the public street network. The design vehicle should be approved by City staff. The City Bus design vehicle should be used if a Topeka Metro bus is anticipated to enter the site based on the proposed route.

In addition to the above analysis, the TIS should include a review of the pedestrian and bicycle circulation within a development. Increasingly, pedestrian connections and bicycle facilities are included as development amenities, so it is important to consider the interaction between pedestrians, bicyclists, and automobile drivers. The site design should consider all modes of transportation and should minimize conflicts between the various modes.

- a. Drive-Thru Vehicle Queue: Understanding the anticipated vehicle queue concerns is essential for site circulation review. For development sites with a proposed drive-thru, vehicle queue analysis should be completed using queuing theory analysis to estimate the anticipated number vehicles for the drive-thru facility. The queuing analysis should be completed using current service rates from similar facilities and the arrival rates for the proposed development site (ITE trip generation rate). Assurances should be provided that the site can still function with the estimated drive-thru vehicle queue.

15.0 Access Management

TIS should include an evaluation of the proposed access points per City of Topeka Design Criteria for access spacing requirements and proposed driveway throat distances. If site is located on or near a State Highway, KDOT Access Management practices should also be implemented.

APPENDIX

TRAFFIC IMPACT STUDY OUTLINE

The Traffic Impact Study (TIS) should be prepared according to generally acceptable professional practice and should address the study elements listed below. Topeka City staff must approve all major assumptions. The TIS should provide sufficient text, maps, graphics, and tables to describe the study findings, recommendations, and appendices.

- a. **Introduction and Study Scope:** This section should explain the context of the TIS and the scope of the work.
- b. **Existing Conditions:** The TIS should document existing transportation conditions covering infrastructure/service inventory, existing demand/usage, safety issues, and operational performance.
- c. **Development Project Description:** This section should provide the following information:
 - Proposed site location, layout, access (motorized and non-motorized), land uses, and development phasing
 - Existing site access (motorized and non-motorized), land uses (types, intensities, building arrangement), and parking
 - Information on nearby parcel access and land use, and their relationship to the proposed development project
 - Trip generation using the latest edition of the ITE Trip Generation Manual and ITE Trip Generation Handbook procedures
 - Traffic assignment and distribution should be summarized and illustrated onto figures
- d. **Crash Data Review**
 - Review past 5 years of crash data available from KDOT
 - Develop Crash Rates
- e. **Site Plan Review**
 - Site plan circulation
 - Access Management Review
 - Pedestrian Circulation and Connection
 - Document existing pedestrian facilities adjacent to the site
 - Transit
 - Drive Thru: Any site with a drive-thru to serve their clients shall include a vehicle queue calculation. Vehicle queue calculations shall be completed using queuing theory from actual service rates from similar facility or actual service data and estimated arrival rates.

- f. **Traffic Operational Analysis Sections:** The traffic operational analysis should be summarized for each of the traffic volume scenarios. Discussion should include individual motorized Levels of Service (LOS) by movement and vehicle queueing along with the overall intersection LOS, if applicable. This section should include traffic signal warrant analysis and any turn lane recommendations.
- i. **Existing Conditions (No Development):** The TIS should present the background transportation conditions on the assumed opening day. This includes any changes in transportation infrastructure, service, demand, safety, or operational performance anticipated to take place between the existing conditions and opening day. If opening day is within one year of existing conditions, and no substantial changes are expected during that time-frame, existing conditions can be used for opening day.
 - ii. **Existing Conditions plus Site Generated Traffic (Full Build Only):** This section should present the opening day conditions with the proposed development project added. If the Project will cause traffic operation issues to the existing street network, mitigation measures should be identified, and their effect on the performance of the relevant mode should be identified. Acceptable levels of service are defined in Section 13.
 - iii. **Existing Conditions plus Site Generated Traffic (Major Phases to Full Build):** A Project with trip generation levels that meet Level 4 will require additional traffic operation analysis scenarios. Depending on the number phases, additional phased conditions may need to be developed for the TIS. Operations not meeting the acceptable levels of service will need to be mitigated.
 - iv. **Future Year Background Traffic (No Build):** This analysis scenario is to provide a base scenario to compare against “Full Build Project” conditions.
 - v. **Future Year Background Traffic plus Site Generated Traffic (Full Build):** This analysis scenario is to determine the ultimate impact the Project will have on the street network for the future year scenario. Operations not meeting the acceptable levels of service will need to be mitigated.
- g. **Summary and Recommendations:** This section should provide a summary of the study process and geometric improvement recommendations.
- h. **Appendix:** All trip generation assumptions, internal capture rates, and traffic analysis reports should be provided in an appendix with sufficient detail to recreate the process and assumptions at a later date



CITY OF TOPEKA

Department of Public Works
620 SE Madison Street
Topeka, KS 66607

Date: November 30th, 2023

To: Richard Nienstedt, Interim City Manager
From: Jason Tryon, Deputy Director of Public Works

Re: Facilities Improvements, Repair and Maintenance Program

Emergency Project

City Hall Elevator Modernization: \$288,399.00

During a routine test on 10/02/2023 the City Hall elevator control board became non-responsive. Technicians were able to repair the board and place it back in service, however the control board is obsolete, and they have communicated it is only a matter of time before it fails. The replacement requires a complete modernization of the elevator and upgrades to comply with modern building codes, including connection to the fire alarm system.

While the elevator is operating currently, elevator parts have a long lead time, we would like authorization to secure the materials and contract the work, so that the work can be scheduled with the least disruption possible. This is the only elevator that services the 4 floors of City Hall.

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

Elevator Modernization Agreement

EQUIPMENT LOCATION:

CITY HALL
215 SE 7TH STREET
TOPEKA, KS 66603

SUBMITTED TO:

CITY OF TOPEKA
215 SE 7TH STREET #358
TOPEKA, KS 66603-3914

ELEVATOR DESCRIPTION:

Elevator ID: B1647-CH1
Description: ELEV 1 - CITY HALL

ATTN:

CHRIS DODGE ; Mike Ogden
785-408-4620
cdodge@topeka.org ; mogden@topeka.org

Type of Work: Modernization

This Modernization Agreement ("**Agreement**") is proposed as of this 25th day of October, 2023 ("**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and "**Customer**"; CITY OF TOPEKA, 215 SE 7TH STREET #358, TOPEKA, KS 66603-3914. MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**Party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

A non-proprietary affidavit is attached to this proposal and signed by MEI guaranteeing our equipment to be non-proprietary to protect you as the customer

- New solid-state microprocessor controller
- New solid-state landing system
- New Machine Room and Hoistway wiring
- New state of the art motor drive

FIXTURES:

New in car ADA operating panel with digital position indicator & ADA compliant hands free phone, camera for in car visual, screen for text messaging to meet the new A17.1-2019 code

- New emergency car lighting
- Phase I & Phase II fire fighters service key switches to meet code
- New direction lantern
- New hall stations at all landings
- New Cover Plates as required

MACHINE ROOM EQUIPMENT:

- New traction machine & traction ropes
- New motor to match operation
- New brake to match operation
- New ascending car safety gripper/brake
- New governor, rope, tension weight

MISCELLANEOUS:

- Removal of all decommissioned equipment
- Any equipment not specifically included in the scope of work above is to be retained and reused
- Permit & inspection included
- Crane included
- Building Owner to provide code compliant hard wired internet connection to the elevator controller in the machine room
- Building Owner to provide code compliant hard wired phone line to the elevator controller in the machine room
- Building Owner to provide access to the machine room as required for crane pick of machine and controller.

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

NEW DOOR EQUIPMENT:

- New non-proprietary solid state door operator
- New door clutch
- New door restrictor
- New car gate switch
- New car door hangers & track
- New hall door hangers and track
- New hoistway interlock assemblies
- New pickup rollers, hanger rollers, gibs w/ fire tabs
- New 3D electronic light curtain that detects passengers entering or exiting the elevator to meet the new A17.1-2019 code

NEW HOISTWAY EQUIPMENT:

- New hoistway switches to accommodate proper operation
- New car top inspection station
- New car top handrail as required by new code
- New escape hatch switch
- New car fan
- New car & counterweight buffers
- New car safeties
- New car rollers replaced on existing guides
- New counterweight rollers replaced on existing guides

SPECIAL CONDITIONS:

1. Lead time for engineering and materials is presently running approximately 16-20 weeks after all submittal and approved documents along with selections have been processed by MEI Total Elevator Solutions. All selections must be in before the lead time begins. Alternates will extend lead times depending on when bid is signed and vendors current lead times.
2. We project the work as explained to take approximately 8 weeks to complete. MEI will provide a schedule for install once the contract is returned fully executed & after required down payment is received. You will be placed into our first available spot after your materials arrive.
3. This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to the contract at a rate of \$330.00 per hour.
4. This proposal is bid as ANSI A17.1-2019. If a newer code is adopted and put into place by State/City then any additional required items will be bid as additional to this proposal to meet that new code.
5. Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will communicate with our materials suppliers and make every effort to meet the desired schedule.
6. ALL building related work by owner required must be completed prior to MEI requesting a final acceptance inspection with the State approved Elevator Inspector.
7. Update counterbalance as needed for proper operation is not included in this proposal. The car/counterweights will need to be hoisted and weighed to determine proper counterbalancing. If this is not correct currently and is required to be added/removed it will be bid additional at that time.

WORK TO BE COMPLETED BY OWNER/OTHERS. (NOT INCLUDED BY MEI):

All work necessary to provide a code compliant hoistway, machine room, electrical service, phone line, ventilation, smoke detectors, sprinklers and the cab finished flooring to complete this installation shall be completed by the owner and/or its subcontractors in accordance with governing codes. The following is a suggested list of items that the Authority Having Jurisdiction (AHJ) will require. Note: this list is a guideline and is not comprehensive for all installations; refer to subcontractors for related work code requirements.

1. GENERAL:
 - a. Code approved hoistway, including any patching or reinforcement to provide fire rating and restore structural integrity
 - b. Code approved machine room with self-closing and self-locking door
 - c. Code approved pit
 - d. Fire Extinguisher in machine room
 - e. Patching and painting, as necessary
 - f. Any other building work required to meet code or any work not specifically included in our proposal
2. ELECTRICAL:
 - a. Smoke detectors/fire service as required by code with dry contacts wired to the elevator controller
 - b. Fire alarm panel as required by code
 - c. Machine room lighting and GFCI convenience outlet
 - d. Pit lighting and GFCI convenience outlet

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

- e. 110VAC lockable, code approved disconnect for cab lighting
 - f. Main line disconnect to meet elevator equipment requirements including shunt trip and/or auxiliary contacts as necessary
 - g. Building ground wire to the elevator is required for proper operation
 - h. Dedicated analog phone line piped to the elevator controller
 - i. Any wiring necessary to connect the mechanical systems for HVAC for machine room and hoistway
 - j. Disconnect must have proper ground for controller operation
 - k. Disconnect must have proper sized wire for controller operation
3. SPRINKLER SYSTEM:
- a. Owner to meet all code requirements as necessary
4. MECHANICAL:
- a. Sump pump in pit, as required by code
 - b. Hoistway venting and fire damper, as required by code
 - c. HVAC necessary to maintain the machine room and hoistway temperature between an ambient room temperature between 55 and 85 degrees Fahrenheit

WARRANTY:

1. The warranty provided starts on the date of final inspection. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, or improperly installed/adjusted. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall not be responsible for work required due to abuse or misuse by others, acts of god, elevator running on arrival of mechanic or on parts that were not installed or replaced under this specification

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Price:

\$288,339.00

Payment Terms:

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Signed: _____

Date: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

Name of Company: _____

Customer Purchase Order: _____

Principal, Owner or Authorized Representative or Owner

Agent: _____
(Name of Principal or Owner)

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative

Signed: _____

Date: _____

Print Name: Leslie Hays

Title: Account Manager

Phone: 913-302-4068

Email: Leslie.Hays@meiusa.com

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided via a CHANGE ORDER, as requested, per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

Disposal Contaminated Oil or Hydraulic Fluid (as applicable):

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

Jack Hole Clause (as applicable):

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

Date: 10/25/2023

QUOTE NUMBER: 20660 - Rev 1

MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts or attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

5. Indemnification. Each Party (as "*Indemnifying Party*") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "*Indemnified Party*") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

Date: 10/25/2023

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6. Default. An event of default ("Event of Default") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

Non-Proprietary Equipment Affidavit

The entire elevator package proposed for the project identified below shall be **NON-PROPRIETARY**. The following provisions cover a warranty representing compliance with established standards for Universal Serviceability and Maintainability:

- **Equipment Purchased Unrestricted:**
Any elevator company shall be allowed to purchase and install this equipment. Must be made in USA. Machine room less elevators where equipment is accessed by riding top of elevator or vai the pit is not allowed. Driving machines (traction & hydraulic applications) and controls must be accessible and cannot be in the hoistway.
- **Spare Parts:**
Spare parts can be purchased for a reasonable price as replacement or as stock to be maintained at the building site, or the offices of any elevator contractor designated by the building owner to maintain their equipment.
 - No exchange-only provisions shall limit any parts purchase.
 - No building owner approval shall be required to process any parts order.
- **Diagnostics:**
The control system shall be provided together with all available onboard diagnostic tool functions, unlocked and unrestricted access.
 - Such Maintenance, adjustment, and troubleshooting device or system shall provide unrestricted access to all parameters, level of adjustment, and flags necessary for maintenance and repair of equipment.
 - No expiring software, degrading operation, or key shall be accepted. Any lost or damaged tool shall promptly be replaced or repaired at a reasonable cost.
- **Product Support**
A support hotline at no additional cost shall be provided by the original equipment manufacturer where licensed elevator contractors shall be able to obtain assistance for installation, adjustment or troubleshooting.
- **Engineering Support:**
Manuals, engineering drawings, wiring diagrams, prints, special procedures to meet the Maintenance Control Program requirements shall be provided with the equipment at the time of delivery. All documentation shall be available for replacement purchase, at a reasonable price, by any licensed contractor designated by the building owner.
- **Training:**
Factory and/or on-site training shall be available from the original equipment manufacturer to any licensed elevator contractor. Training fees shall be free or reasonable and appropriate.

AFFIRMATION: The undersigned swears and affirms that the conditions described above are hereby made a part of the equipment proposal. The building owner, elevator contractor, and/or consultant shall reasonably rely upon these provisions.

Project: _____ Company: _____

Installing Company Officer Signature: _____ Date: _____

Printed Name & Title: _____



Sylvia Davis, Director of Utilities
Water Treatment Plant, 3245 NW Water Works Dr.
Topeka, KS 66606

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Tel: 785-368-4239
www.topeka.org

To: Public Infrastructure Committee Members
Richard Nienstedt, Interim City Manager
From: Sylvia Davis, Director of Utilities
Date: December 1, 2023
Subject: CIP Approval for Construction Bidding

As per the request of the Governing Body, beginning in 2024, any construction projects with a budget of \$250,000 or more must receive final approval from the Public Infrastructure Committee and the Governing Body. The Utilities Department is prepared to begin introducing its upcoming 2024 projects that meet this criterion for approval by the Public Infrastructure Committee as they are ready for bidding. This could include water, stormwater and/or wastewater projects.

The Department would like to draw attention to 4 projects that are currently active due to funds made available through previous CIB approval. The projects utilizing 2024 Capital funding that are in or near construction are as follows:

- 501105.01 – 23rd & Market Ph II - \$1,771,000 – Revenue Bonds
- 8th from Kansas to Quincy Stormsewer - \$355,000 – Revenue Bonds
- 8th & Hancock Ph II - \$1,000,000 – Revenue Bonds
- 25th Street Urish to Kings Row Ph II - \$550,000 – Revenue Bonds