



City of Topeka City Council Agenda

City Council Chambers

214 SE 8th Street
Topeka, Kansas 66603

www.topeka.org

October 10, 2017

6:00 PM

Mayor: Larry E. Wolgast

Councilmembers

Karen A. Hiller	District No. 1	Brendan Jensen	District No. 6
Sandra Clear	District No. 2	Elaine Schwartz	District No. 7
Sylvia E. Ortiz	District No. 3	Jeff Coen	District No. 8
Tony Emerson	District No. 4	Richard Harmon	District No. 9
Michelle De La Isla	District No. 5		

Interim City Manager: Doug Gerber

Addressing the Council: No person shall address the Council during a Council Meeting, unless they have notified the City Clerk at (785)368-3940 by 5:00 P.M. on the day of any Council Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Council Meeting. This limitation shall not apply to items added during the course of a meeting. The Council does not take action with respect to any subject not on the agenda unless added to the agenda by a two-thirds vote of the Council.

Persons addressing the City Council will be limited to four (4) consecutive minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Councilmembers will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Council or the Council by affirmative vote of five (5) members may extend the four (4) minute limitation.

Persons will be limited to addressing the City Council one (1) time on a particular matter unless otherwise allowed by an affirmative vote of five (5) members of the City Council.

To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

(Agendas are available on Thursday afternoon in the City Clerk's office, 215 SE 7th - Room 166 and on the City's

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. MAYORAL PROCLAMATIONS:

"Fire Prevention Week"

2. PRESENTATIONS:

"None scheduled at this time."

3. ROLL CALL:

4. CONSENT AGENDA:

A. Resolution - ArtsConnect - Complimentary Liquor on First Fridays

A RESOLUTION introduced by Interim City Manager Doug Gerber, authorizing the serving of complimentary alcoholic liquor or cereal malt beverage for the First Friday Art Walk events to be held at various businesses as sponsored by ArtsConnect, Inc.

Voting Requirement: Majority vote of the Governing Body (6).

(Approval would allow premises that are not licensed to sell alcohol and cereal malt beverages to provide complimentary liquor at events sponsored by a non-profit organization promoting the arts (Arts Connect).)

B. Workers' Compensation Claim - Steven Watkins

APPROVAL of a Workers' Compensation Settlement for Steven A. Watkins in the amount of \$52,000.

C. MINUTES of the regular meeting of October 3, 2017

D. APPLICATIONS:

5. ACTION ITEMS:

A. Resolution - Topeka Performing Arts Center - 4th Quarter Payment 2017

A RESOLUTION introduced by Interim City Manager Doug Gerber approving the distribution of the fourth quarterly payment of \$67,500 to the Topeka Performing Arts Center, Inc. (TPAC).

Voting Requirement: Majority vote of the Governing Body (6)

(Approval would authorize distribution of \$67,500 to TPAC.)

6. NON-ACTION ITEMS:

A. Discussion - Pavement Management Program Update

UPDATE on the pavement management program and discussion on planned program activities.

B. Discussion - Panhandling Regulations

OVERVIEW of regulations pertaining to pedestrians who solicit contributions from vehicles (Panhandling).

7. ANNOUNCEMENTS:

PRELIMINARY AGENDA

(The City Clerk will provide a brief summary of items on the next scheduled Council meeting agenda. Also during this time, the City Manager and Governing Body Members may offer comments regarding City business and announce upcoming events.)

8. PUBLIC COMMENT:

9. EXECUTIVE SESSION:

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

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

10. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 10, 2017

DATE: October 10, 2017
CONTACT PERSON: Mary Feighny, Deputy City Attorney DOCUMENT #:
SECOND PARTY/SUBJECT: Arts Connect PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Interim City Manager Doug Gerber, authorizing the serving of complimentary alcoholic liquor or cereal malt beverage for the First Friday Art Walk events to be held at various businesses as sponsored by ArtsConnect, Inc.

Voting Requirement: Majority vote of the Governing Body (6).

(Approval would allow premises that are not licensed to sell alcohol and cereal malt beverages to provide complimentary liquor at events sponsored by a non-profit organization promoting the arts (Arts Connect).)

VOTING REQUIREMENTS:

Majority vote of the Governing Body (6)

POLICY ISSUE:

Whether to authorize the serving of complimentary alcohol at First Friday events sponsored by Arts Connect.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve of the resolution.

BACKGROUND:

State law allows complimentary alcohol to be served on unlicensed premises at events sponsored by non-profit organizations that support the arts provided the governing body approves the events.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the City Manager authorizing the serving of
4 complimentary alcoholic liquor or cereal malt beverage for the First
5 Friday Art Walk events to be held at various businesses as sponsored
6 by ArtsConnect, Inc.
7

8 BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA,
9 KANSAS, that:

10 Section 1. Pursuant to K.S.A. 41-104, authorization is given to serve
11 complimentary alcoholic liquor or cereal malt beverage on the unlicensed premises of
12 businesses by the business owner or agent at the First Friday Art Walk events sponsored
13 by ArtsConnect, Inc. which is a nonprofit organization promoting the arts, to be held on the
14 first Friday of each month between the hours of 4:30 p.m. and 9:30 p.m commencing on
15 November 3, 2017.

16 Section 2. As required by K.S.A. 41-104, the State Director of Alcoholic Beverage
17 Control shall be notified at least 10 days prior to the event. The sponsor or business shall
18 bear this responsibility.

19 Section 3. This resolution shall take effect upon its approval.

20 ADOPTED and APPROVED by the Governing Body on _____.

21 CITY OF TOPEKA, KANSAS
22
23

24
25 _____
26 Larry E. Wolgast, Mayor

27 ATTEST:
28
29
30

31 _____
32 Brenda Younger, City Clerk



City of Topeka
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DATE:	October 10, 2017	
CONTACT PERSON:	Jacque Russell / Shannon Langston	DOCUMENT #:
SECOND PARTY/SUBJECT:	Steven A. Watkins	PROJECT #:
CATEGORY/SUBCATEGORY	005 Claims / 006 Appeals	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Workers' Compensation Settlement for Steven A. Watkins in the amount of \$52,000.

VOTING REQUIREMENTS:

Majority vote of the Governing Body (6).

POLICY ISSUE:

Approval of the Settlement will close out future medical and future review and modification under the Kansas Workers' Compensation Statute.

Mr. Watkins is no longer employed with the City of Topeka.

STAFF RECOMMENDATION:

Staff recommends approval of the Workers' Compensation Settlement.

BACKGROUND:

This information would be considered attorney-client privileged information.

BUDGETARY IMPACT:

If the Settlement is approved, \$52,000 would be paid from the Risk Fund (Workers' Compensation).

SOURCE OF FUNDING:

Risk Fund (Workers Compensation)



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DATE:	October 10, 2017	
CONTACT PERSON:	Nickie Lee, Finance Director	DOCUMENT #:
SECOND PARTY/SUBJECT:	TPAC	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 005 Miscellaneous	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Interim City Manager Doug Gerber approving the distribution of the fourth quarterly payment of \$67,500 to the Topeka Performing Arts Center, Inc. (TPAC).

Voting Requirement: Majority vote of the Governing Body (6)

(Approval would authorize distribution of \$67,500 to TPAC.)

VOTING REQUIREMENTS:

Majority vote of the Governing Body (6)

POLICY ISSUE:

On December 20, 2016, the Governing Body approved allocating the Topeka Performing Arts Center \$100,000 of excess General Fund reserves to be transferred in 2016 for operational needs. In addition, Council authorized an additional \$300,000 to be transferred in 2017. (Resolution 8833). Terms for disbursement were approved in Resolution 8859 on February 21, 2017.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

On December 20, 2016 the Governing Body approved the allocation of \$300,000 to be distributed to TPAC in 2017 per agreed upon terms. On February 21, 2017 the Governing Body approved Resolution 8859 which stipulated quarterly payments would be distributed under the following conditions:

Distribution. Two Hundred Seventy Thousand Dollars (\$270,000) of the Allocated Funds will be distributed

by the City to TPAC in quarterly payments of Sixty-Seven Thousand Five Hundred Dollars (\$67,500). The first quarterly payment will be distributed upon Governing Body approval of Resolution No. 8859. Each of the three subsequent quarterly payments will be distributed no later than the Friday following the Governing Body meetings held on April 11, 2017, July 11, 2017 and October 10, 2017, upon approval by the Governing Body of a Resolution that includes a statement from the City's Finance Director (or designee) that she has received and declared as satisfactory:

- Financial Statements;
- Six-Month Cash Flow Projections; and
- Quarterly Progress Reports, that include accomplishments and adherence to/satisfaction of the items listed in TPAC's 2017 Goals and Objectives.

A fifth and final payment of Thirty Thousand Dollars (\$30,000) will be distributed by the City to TPAC during the last full week of December, 2017; *provided, however*, that TPAC has submitted sufficient evidence, as determined by the Finance Director (or designee), that TPAC has met or exceeded, through private fundraising efforts, its 2017 business sponsorship goal of Two Hundred Thousand Dollars (\$200,000).

BUDGETARY IMPACT:

The full \$300,000 allocation has been set aside from 2016 year end General Fund balances. The quarterly payment of \$67,500 has been anticipated to occur around this date.

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

Resolution

TPAC Progress Report

TPAC Plan for Success

Contract No. 43396

Contract 45755

Resolution 8859

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Interim City Manager Doug Gerber, approving the
4 distribution of the fourth quarterly payment of \$67,500.00 to the Topeka
5 Performing Arts Center, Inc. (TPAC).
6

7 WHEREAS, Resolution No. 8833 authorized an expenditure of an amount not to
8 exceed \$300,000 for the 2017 operational needs of the Topeka Performing Arts Center
9 which was to be distributed 'based on agreed terms'; and

10 WHEREAS, those terms were codified in an amendment to the original agreement
11 with TPAC and approved by the governing body on February 21, 2017 (Resolution No.
12 8859); and

13 WHEREAS, the amendment provides that three quarterly payments will be
14 distributed no later than Friday following the governing body meetings held on April 11,
15 2017, July 11, 2017, and October 10, 2017, upon approval by the Governing Body of a
16 Resolution that includes certain determinations made by the City's Finance Director (City
17 of Topeka Contract No. 45755)

18 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
19 CITY OF TOPEKA, KANSAS that the City's Finance Director has received from TPAC the
20 following documents which the Finance Director has determined to be satisfactory:

- 21 1. Financial statements;
22 2. Six-month cash flow projections; and
23 3. A quarterly progress report that includes accomplishments and adherence
24 to/satisfaction of the items listed in TPAC's 2017 Goals & Objectives.

25 BE IT FURTHER RESOLVED that the City's Finance Director is authorized to
26 distribute to TPAC the fourth quarterly payment in the amount of \$67,500.00.

This Resolution shall become effective after it is adopted and approved by the Governing Body.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Larry E. Wolgast, Mayor

ATTEST:

Brenda Younger, City Clerk

PROGRESS REPORT

PROJECT SUMMARY

REPORT DATE

September 27, 2017

PROJECT NAME

TPAC Success Metrics

PREPARED BY

Larry Gawronski, Executive Director

STATUS SUMMARY

1. **Total Fundraising** achieved through Q3 is \$155,229 which represents 77% of our annual goal of \$200,000 as established in the City of Topeka Contract No. 45755; Amendment 1 to City of Topeka Contract No. 43396. The metrics that TPAC created reflects a larger goal of \$227,000 to be raised, which accounts for the 68% factor on the Success Metrics Page.
2. **Grants** - \$23,045 total grants have been received. This amount remains unchanged from Q2. This represents 94% of our annual goal of \$25,000.
3. **Trusts and Endowments** - \$47,434 has been received for the year. This amount remains unchanged from Q2. This represents 105% of our annual goal of \$45,000.
4. **General Fundraising** - \$1,150 was raised in Q3 (from Friends of TPAC and Dillon's rebate program for non-profits). The three quarters total of \$15,900 represents 19% of our \$82,000 annual goal.
5. **Direct Sponsorships** - \$68,850 has been raised through Three Quarters (\$31,100 in Q3 - \$16,100 for GRAPE ESCAPE, \$10,000 for Young Artist Awards, \$2,500 for Schooltime Theater Series and \$2,500 for Sheffel Theater Clinic). The total represents 92% of our \$75,000 annual goal.
6. **Ten total main-stage bookings** have been secured for 2017. This remains unchanged from Q2. The shows are *Front Men of Country*, September 13 (a 9/11 Commemorative Show) with \$5,000 sponsorship from Security Benefit; *Liverpool Legends (Beatles Tribute)*, 9/23 with \$2,500 sponsorship from Security Benefit, \$1,500 from Vision Bank and \$1,500 from Advisors Excel; *KANSAS*, Oct. 6; *Todd Oliver & Friends*, Oct. 13 with the artist fee underwritten by the Helping Hands Humane Society as a fundraiser for their organization. Other shows booked were *Ronnie Milsap*, Aug. 31 with \$7,500 from Prairie Band Casino, *Midwest Clean Comedy* on Oct. 14, *US Air Force Band*, Oct. 18, *Acrobats of China* on Nov. 3. *Larry Gatlin and the Gatlin Brothers Christmas Show* on Nov. 29 with \$7,500 from Prairie Band Casino and *Sesame Street Live! Let's Party!* on Dec. 1. The 10 Main Stage shows represent 125% of our 8 Show annual goal.
7. **Event attendance** for Q3 totals 6,988. The event attendance total for year-to-date is 46,587 which represents 62% of our annual goal of 75,000.
8. **Event Days** total 27 for Q3 and 112 for the year-to-date. The 112 total represents 56% of our annual goal of 200 event days.
9. **Friends of TPAC** memberships - total 67 for Q3. The 117 total Friends represents 59% of our 200 Friends annual goal.
10. **Season Tickets** - This is the most underperforming segment of our goal metrics. A full-court press was put on to design a family-friendly and right priced season (see the shows named in #6). Direct mailers were sent out to 1,400 households in June. Phone call follow-ups were made. The ticket buying public is simply not responding. 12 ticket packages have been purchased (6% of the annual goal).
11. While paring down the candidate pool for **Director of Marketing and Development**, we are contracting marketing and development services out to Chris Schultz of Tinkham Veale Creative. This new partnership, which began in early September, 2017, has resulted in improved relationships with local media outlets. There are newly developed social media strategies that have exponentially increased video views and video engagements. We continue to work to install efficiencies in marketing to streamline the process of communication with promoters and clients. We are preparing a final Friends of TPAC membership drive and renewal campaign for October, 2017. Certified Grant Writing is also a feature of the services that Tinkham Veale Creative provides.
12. The **Quarterly Event Attendance comparisons** for 2016 and 2017, current **Financials** and **Cash Forecast** are attached.

Respectfully submitted,



Larry Gawronski,
Executive Director, VenuWorks of Topeka/Topeka Performing Arts Center

SUCCESS METRICS



2017



Metric	Annual Goal	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Total	% to Goal
Main Stage Performances	8	4	6	0		10	125%
Event Days	200	43	42	27		112	56%
Attendance	75,000	14,805	24,794	6,988		46,587	62%
Friends of TPAC Memberships	200	0	50	67		117	59%
Season Tickets	200	0	0	12		12	6%

Total Fundraising	\$227,000	\$1,000	\$121,979	\$32,250		\$155,229	68%
General Fundraising	\$82,000	\$0	\$14,750	\$1,150		\$15,900	19%
Direct Sponsorships	\$75,000	\$0	\$37,750	\$31,100		\$68,850	92%
Revenue from Trusts & Endowments	\$45,000	\$0	\$47,434	\$0		\$47,434	105%
Grants	\$25,000	\$1,000	\$22,045	\$0		\$23,045	92%

SUMMARY OF EVENTS FOR CALENDAR YEAR (2017)

<i>January</i>				
Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concerts				
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	4	9	0	3,897
Family Shows				
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception	1	1	1	250
Community/Civic	1	1	0	900
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	3	0	61
Monthly Total	8	14	1	5,108

<i>February</i>				
Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concerts	1	1	0	2,133
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	4	16	7	4,202
Family Shows				
Convention				
Meeting/Conf	1	2	0	48
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic				
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	2	0	21
Monthly Total	8	21	7	6,404

<i>March</i>				
Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert	3	3	0	2,744
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	1	1	0	84
Family Shows				
Convention				
Meeting/Conf	2	2	1	320

Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic	1	0	1	45
Sporting				
Recreational Sports	1	2	0	100
Film/Movie				
Internal Use				
Monthly Total	8	8	2	3,293

April

Event Type	Events	Event Days	Use Days	Attendance
Banquets	3	3	2	640
Concert				
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	4	7	5	3,353
Family Shows	1	1	0	1,376
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic				
Sporting				
Recreational Sports	1	2	0	80
Film/Movie				
Internal Use	1	2		21
Monthly Total	10	15	7	5,470

May

Event Type	Events	Event Days	Use Days	Attendance
Banquets	2	2	0	350
Concert				
Broadway/Theatrical-Commercial	2	2	0	1,311
Community/Educational Theatrical	3	4	5	4,150
Family Shows				
Convention				
Meeting/Conf	1	1	0	150
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic	3	3	3	3,400
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	3		91
Monthly Total	13	15	8	9,452

June

Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert	1	1	0	899
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	7	6	8	8,594
Family Shows				
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception	1	1	1	275
Community/Civic	1	2	0	150
Sporting				
Recreational Sports	1	2	0	50
Film/Movie	1	0	1	4
Internal Use				
Monthly Total	12	12	10	9,972

July

Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert				
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	1	1	0	800
Family Shows				
Convention				
Meeting/Conf	1	1	0	12
Consumer Show				
Trade Show				
Wedding Reception	1	1	1	350
Community/Civic	1	1	0	40
Sporting	1	1	0	1,800
Recreational Sports	1	2	0	30
Film/Movie	1	0	1	10
Internal Use	2	2	3	21
Monthly Total	9	9	5	3,063

August

Event Type	Events	Event Days	Use Days	Attendance
Banquets	0	0	0	0
Concert	1	1	0	725
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	2	5	8	780
Family Shows				
Convention				
Meeting/Conf	2	2	1	264
Consumer Show				
Trade Show				

Wedding Reception				
Community/Civic				
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	1	1	4	350
Monthly Total	6	9	13	2,119

September				
Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert	2	2	2	918
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	1	1	1	207
Family Shows				
Convention				
Meeting/Conf	2	2	2	164
Consumer Show				
Trade Show				
Wedding Reception	1	2	2	400
Community/Civic				
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	2	2	17
Monthly Total	8	9	9	1,706
		112		46,587

SUMMARY OF EVENTS FOR CALENDAR YEAR (2016)

January				
Event Type	Events	Event Days	Use Days	Attendance
Banquets	1	1	3	152
Concerts				
Broadway/Theatrical-Commercial				
Community/Educational Theatrical	4	4	1	5,372
Family Shows				
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic				
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	1	3	0	35
Monthly Total	6	8	4	5,559

February				
Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concerts				
Broadway/Theatrical-Commercial	2	2	0	1,417
Community/Educational Theatrical	3	12	0	2,209
Family Shows				
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic				
Sporting				
Recreational Sports				
Film/Movie	1	1	0	20
Internal Use	2	2	0	26
Monthly Total	8	17	0	3,672

March				
Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert	1	1	0	573
Broadway/Theatrical-Commercial	1	1	1	1,671
Community/Educational Theatrical	1	1	0	97
Family Shows				
Convention				
Meeting/Conf	1	1	1	650

Consumer Show	1	9	1	790
Trade Show				
Wedding Reception				
Community/Civic	1	1	0	600
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	3	3	0	52
Monthly Total	9	17	3	4,433

April

Event Type	Events	Event Days	Use Days	Attendance
Banquets	3	3	1	350
Concert	2	2	0	1,057
Broadway/Theatrical-Commercial	1	1	2	1,797
Community/Educational Theatrical	2	3	5	2,519
Family Shows	1	1	0	1,375
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception	1	1	1	250
Community/Civic	1	1	0	400
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	3	3	0	62
Monthly Total	14	15	9	7,810

May

Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert	1	1	0	763
Broadway/Theatrical-Commercial	0			
Community/Educational Theatrical	3	3	6	2,983
Family Shows				
Convention				
Meeting/Conf				
Consumer Show				
Trade Show				
Wedding Reception	1	1	1	250
Community/Civic	2	2	1	2,030
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	3	3	0	207
Monthly Total	10	10	8	6,233

June

Event Type	Events	Event Days	Use Days	Attendance
Banquets	1	1	0	200
Concert				
Broadway/Theatrical-Commercial	0	0		
Community/Educational Theatrical	5	6	8	8,400
Family Shows	1	2	0	600
Convention				
Meeting/Conf	2	4	0	450
Consumer Show				
Trade Show				
Wedding Reception	2	2	2	650
Community/Civic				
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	2	0	21
Monthly Total	13	17	10	10,321

July

Event Type	Events	Event Days	Use Days	Attendance
Banquets	1	1	1	250
Concert				
Broadway/Theatrical-Commercial	0	0		
Community/Educational Theatrical	1	1	1	300
Family Shows				
Convention				
Meeting/Conf	1	4	0	60
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic	1	1	0	200
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	2	0	21
Monthly Total	6	9	2	831

August

Event Type	Events	Event Days	Use Days	Attendance
Banquets				
Concert	2	2	0	2,322
Broadway/Theatrical-Commercial	0	0		
Community/Educational Theatrical	2	3	0	175
Family Shows				
Convention				
Meeting/Conf	1	5	0	75
Consumer Show				
Trade Show				

Wedding Reception				
Community/Civic	2	2	0	200
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	1	1	0	21
Monthly Total	8	13	0	2,793

September				
Event Type	Events	Event Days	Use Days	Attendance
Banquets	1	1	1	250
Concert	1	1	1	984
Broadway/Theatrical-Commercial	0			
Community/Educational Theatrical	2	2	0	910
Family Shows				
Convention				
Meeting/Conf	1	3	1	60
Consumer Show				
Trade Show				
Wedding Reception				
Community/Civic	2	2	0	1,100
Sporting				
Recreational Sports				
Film/Movie				
Internal Use	2	2	0	21
Monthly Total	9	11	3	3,325
		117		44,977



Video Insights: Aug 28, 2017 - Sep 24, 2017

Last 28 days ▾

SOCIAL MEDIA



Performance • METRICS FOR ALL YOUR VIDEOS FROM 8/28 - 9/24 COMPARED TO THE PREVIOUS 28 DAYS

10.3K

47.1K

Minutes Viewed

Video Views

▲ 5532% from previous 28

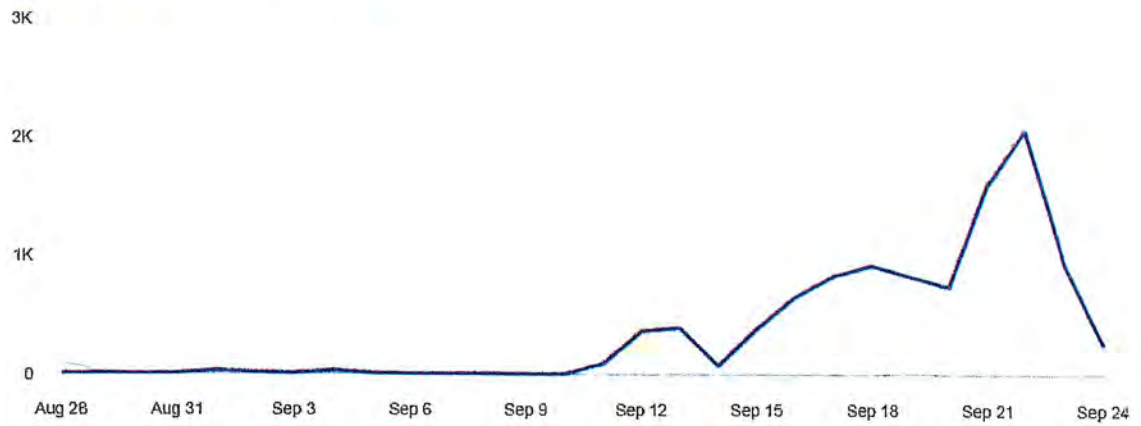
▲ 6037% from previous 28

days

days

Aug 28, 2017 - Sep 24, 2017

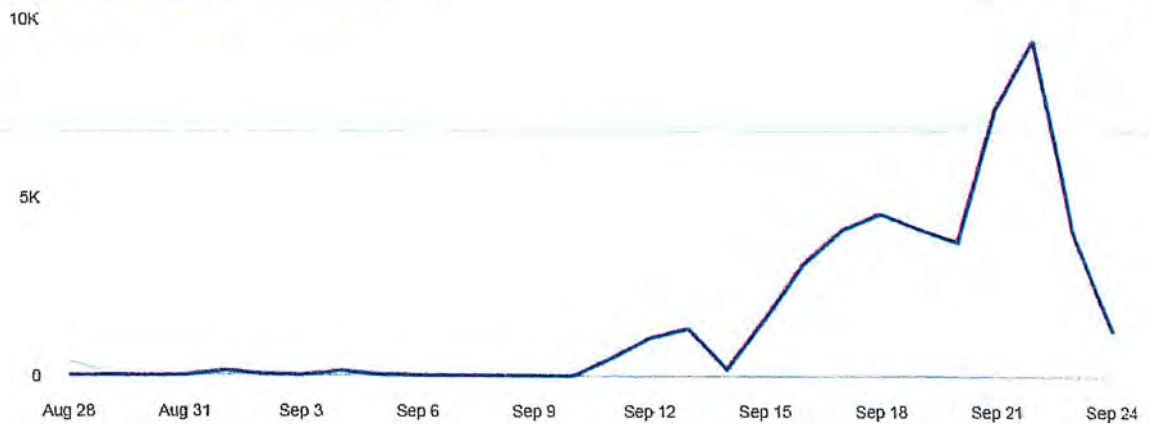
10,251 Minutes Viewed **182** Previous Period



Aug 28, 2017 - Sep 24, 2017

47,133 Video Views **768** Previous Period

Breakdown: None



2:35 PM

09/27/17

Accrual Basis

Topeka Performing Arts Center, Inc.

Balance Sheet

As of August 31, 2017

	Aug 31, 17
ASSETS	
Current Assets	
Checking/Savings	
10001 · Operating Checking	63,050.19
10005 · Box Office Checking	186,431.69
10007 · Money Market Restricted	
10007.1 · MM CBT	43,223.56
Total 10007 · Money Market Restricted	43,223.56
10010 · Change Funds	2,000.00
10015 · Petty Cash	96.77
10017 · Vending Machine Cash	20.00
10018 · ATM Funds	1,594.00
Total Checking/Savings	296,416.21
Accounts Receivable	
11300 · Accounts Receivable	8,093.47
Total Accounts Receivable	8,093.47
Other Current Assets	
12000 · Concession Inventory	1,484.26
12001 · Undeposited Funds	18,150.00
12002 · VCT Intercompany Account	13,558.17
13010 · Prepaid Advertising	10,103.56
13018 · Prepaid Gingerbread Homes	397.50
13020 · Prepaid Insurance	10,403.42
13021 · Prepaid Travel	401.64
Total Other Current Assets	54,498.55
Total Current Assets	359,008.23
Fixed Assets	
15000 · Equipment	679,766.44
15005 · Accumulated Depreciation	(669,288.37)
Total Fixed Assets	10,478.07
Other Assets	
14001 · Shiney Trust	51,669.00
14002 · Crarey-Greist Trust	558,478.00
14003 · Crarey-Everett Trust	339,078.00
Total Other Assets	949,225.00
TOTAL ASSETS	1,318,711.30

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09/27/17

Accrual Basis

Topeka Performing Arts Center, Inc.

Balance Sheet

As of August 31, 2017

	Aug 31, 17
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	43,852.12
Total Accounts Payable	43,852.12
Credit Cards	
21001 · Sam's Club Credit Card	(72.04)
21012 · AmEx CC (Larry - 1165)	316.80
Total Credit Cards	244.76
Other Current Liabilities	
21010 · Sales Tax Payable	(5,642.69)
22700 · Accrued Payroll	3,267.25
23000 · Deferred Sponsorships	62,580.00
23100 · Deposit - Room Rentals	15,508.39
24000 · Deferred Ticket Sales	132,447.50
24100 · Deferred Programming Fee	37,094.00
24300 · Deferred Rebate	11,088.39
25000 · Gift Certificates	685.00
Total Other Current Liabilities	257,027.84
Total Current Liabilities	301,124.72
Total Liabilities	301,124.72
Equity	
32000 · Retained Earnings	78,054.06
35000 · General Fund Balance	955,470.08
Net Income	(15,937.56)
Total Equity	1,017,586.58
TOTAL LIABILITIES & EQUITY	1,318,711.30

Topeka Performing Arts Center, Inc.
Profit & Loss Budget Performance
August 2017

	Aug 17	Budget	Jan - Aug 17	YTD Budget	Annual Budget
Income					
40000 · Building Rent Revenue	1,152.60	800.00	37,415.85	35,650.01	69,289.21
40100 · Facility Fee	2,253.00	600.00	20,644.00	22,159.28	36,846.78
40150 · TM Rebate	1,698.34		14,890.76		
40200 · Ticket Sales Revenue	0.00	183.24	2,106.75	24,169.50	33,331.20
40300 · Co-Pro Profit/Loss	1,659.42	0.00	389.51	17,000.00	61,000.00
40400 · In-House Equipment Revenue	3,950.03	100.00	10,970.08	9,234.86	16,083.87
40600 · Reimbursed Wages Revenue	3,226.38	400.00	51,240.54	27,993.77	51,974.97
40800 · Reimbursed Outside Expense Rev.	2,651.75	1,500.00	33,744.50	7,439.73	12,005.73
41000 · Reimbursed Box Office Revenue	58.52		2,893.44		
41400 · Event Advertising Revenue	5,914.00		43,341.90		
41600 · Concession Revenue	714.47	100.00	13,822.34	14,481.02	21,531.02
41800 · Catering Revenue	3,521.95	0.00	31,684.00	4,400.00	8,469.26
42000 · Merchandise Revenue	390.00	0.00	3,585.18	500.00	500.00
45000 · Grape Escape	43,335.00	108,750.00	44,835.00	108,750.00	108,750.00
45100 · GBHH Revenue	0.00	0.00	0.00	0.00	15,000.00
45200 · Friends of TPAC/Contributions	710.00	3,000.00	9,855.82	12,500.00	20,000.00
47500 · Sponsorship Revenue	15,947.03	0.00	33,877.03	13,300.00	76,630.00
47700 · Trusts & Endowment Revenue	0.00	0.00	42,281.00	42,096.00	48,305.00
47800 · Grants	0.00	0.00	12,253.84	10,000.00	10,000.00
47900 · City General Fund Revenue	0.00	67,500.00	202,500.00	202,500.00	300,000.00
48100 · City Transient Guest Tax Revenue	0.00	0.00	0.00	5,000.00	10,000.00
49000 · Interest Revenue	0.00	20.83	1.83	166.64	250.00
49200 · Miscellaneous Revenue	0.00	37.50	106.50	300.00	450.00
49900 · In-Kind Goods & Services	0.00	28,000.00	0.00	33,800.00	37,800.00
Total Income	87,182.49	210,991.57	612,439.87	591,440.81	938,217.04
Gross Profit	87,182.49	210,991.57	612,439.87	591,440.81	938,217.04
Expense					
50600 · Event Staff	6,061.42	250.00	48,631.98	23,600.97	29,050.17
50650 · Taxes & Benefits (Events)	0.00	20.00	2,583.74	1,888.07	2,324.01
50800 · Outside Expense - Event	27,715.86	1,500.00	105,638.35	55,629.24	76,139.27
51000 · Box Office Expense	610.14	0.00	3,889.29	331.80	781.80
51400 · Event Advertising	11,256.01	0.00	49,953.61	13,245.41	18,245.41
51600 · Concession Expense	813.24	60.00	9,848.22	8,688.61	12,918.61
51800 · Catering Expense - Event	3,849.66	0.00	7,990.39	1,137.40	1,137.40
55000 · Grape Escape Expense	27,387.93	55,000.00	27,387.93	55,000.00	55,000.00
55100 · GBHH Expense	0.00	0.00	90.00	0.00	5,000.00
55900 · Fundraising/Development	0.00	0.00	0.00	1,500.00	1,500.00
70200 · Telephone	668.33	700.00	5,370.70	5,600.00	8,400.00
70400 · Equipment R&M	2,661.00	300.00	17,255.44	2,400.00	3,600.00
70600 · Building R&M	1,049.94	500.00	10,198.42	4,000.00	6,000.00
70800 · Insurance	1,226.81	2,001.73	15,171.51	16,541.49	24,690.11
71000 · Full-Time Staff	16,467.23	26,656.25	159,097.97	213,250.00	319,875.00
71200 · Support Staff (Non-Event)	1,554.97	703.20	22,481.04	7,267.60	11,872.40
71400 · Taxes & Benefits	4,144.03	6,531.14	35,903.95	52,864.56	79,316.51
71600 · Postage	66.45	250.00	946.78	900.00	1,880.00
71800 · Office Supplies Expense	458.40	225.00	5,011.07	1,800.00	2,700.00
72000 · Equipment Lease Expense	344.67	455.00	3,332.99	4,125.00	5,935.00

2:54 PM

09/27/17

Accrual Basis

Topeka Performing Arts Center, Inc.
Profit & Loss Budget Performance
August 2017

	Aug 17	Budget	Jan - Aug 17	YTD Budget	Annual Budget
72200 · Property Taxes	0.00	0.00	2,166.71	0.00	3,300.00
72400 · Licenses	(45.87)	0.00	1,601.86	2,060.00	2,560.00
72600 · Subscriptions/Dues	328.19	0.00	7,753.62	3,791.00	4,159.00
72800 · Staff Recognition	0.00	25.00	68.23	650.00	1,400.00
73000 · Board Expense	16.24	350.00	146.22	2,850.00	4,450.00
73100 · Volunteer Expense	0.00		1,095.05		
73200 · Employee Training	0.00	4,430.00	187.92	4,430.00	5,430.00
73300 · Employee Recruitment & Relocati	0.00	0.00	700.00	1,000.00	1,000.00
73400 · Travel	1,631.57	850.00	5,907.99	3,700.00	4,700.00
73600 · Professional Fees	336.68	750.00	6,710.10	17,000.00	20,000.00
73800 · Contract Labor	0.00	300.00	4,780.00	3,150.00	4,800.00
74000 · Building Supplies Non-Event	1,027.01	525.00	6,771.29	6,250.00	9,200.00
74200 · Equipment/Uniforms	0.00	0.00	139.36	1,525.00	1,565.00
74600 · Advertising for TPAC	1,560.00	550.00	16,569.24	5,230.00	5,780.00
74800 · Computer Expense	1,500.60	1,700.00	15,268.69	12,100.00	18,100.00
75000 · VenuWorks Management Fee	3,000.00	3,000.00	24,000.00	24,000.00	36,000.00
77500 · Banking Fees/Bad Debt					
77510 · Bad Debt	0.00		873.98		
77520 · Square Credit Card Fees	118.78		546.87		
77500 · Banking Fees/Bad Debt - Other	344.12	10.00	1,286.40	80.00	120.00
Total 77500 · Banking Fees/Bad Debt	462.90	10.00	2,707.25	80.00	120.00
77700 · Cash Short/(Over)	232.66	8.00	219.06	64.00	96.00
77900 · Interest Expense	0.00		187.09		
78100 · UBIT Expense	0.00	1,000.00	0.00	1,000.00	1,000.00
78300 · Miscellaneous Expense	0.00	5.00	614.37	40.00	60.00
78500 · Depreciation	0.00	654.00	0.00	5,232.00	7,848.00
79900 · In-Kind Goods/Svc Expense	0.00	28,000.00	0.00	33,800.00	37,800.00
Total Expense	116,386.07	137,309.32	628,377.43	597,722.15	835,733.69
Net Income	(29,203.58)	73,682.25	(15,937.56)	(6,281.34)	102,483.35

Topeka Performing Arts Center
Managed by VenuWorks
Projected Cash Flow
With City Funds and CapEx

TPAC Estimated Cash Forecast FY2017 (as of 09/27/2017)

For MONTH Ending:

	May 31, 2017	June 30, 2017	July 31, 2017	August 31, 2017	September 30, 2017	October 31, 2017	November 30, 2017	December 31, 2017	2017 Cash Flow	2017 Prelim Budget
Actual Beginning Cash Balance -07/01/2017	114,910	130,238	82,512	66,337	54,687	5,487	3,962	30,692	134,916	134,916
Projected Cash Inflows:										
Programming Revenue	94,886	33,550	3,000	145,068	36,100	111,500	19,080	97,650	820,993	508,870
Fundraising Revenue	-	7,500	25,000	33,498	2,500	2,000	16,500	1,500	93,498	105,000
Sponsorships Received	-	-	23,500	20,000	10,000	-	-	-	58,500	25,000
Contributions & Grants	-	-	-	17,000	-	-	-	-	29,150	10,000
Trust Distribution	35,184	-	-	-	-	-	-	-	42,281	35,000
Transient Guest Tax	-	-	67,500	-	-	10,000	-	-	10,000	10,000
City Allocation	-	-	19,101	6,576	-	-	67,500	-	270,000	300,000
Reduction in A/R	-	-	-	-	-	-	-	-	25,677	-
Total Cash Inflows:	130,070	41,050	138,101	222,142	48,600	123,500	103,080	99,150	1,350,099	993,870
Projected Cash Outflows:										
Reduction in A/P	18,516	10,400	18,194	43,852	-	-	-	-	152,291	152,291
Capital Expenditures	-	-	1,157	10,000	2,500	-	15,000	-	28,657	124,000
Programming Expense	55,476	20,500	13,050	98,589	36,950	76,675	11,500	55,350	616,924	378,740
Occupancy Expense	3,500	3,500	5,180	3,500	3,500	3,500	3,500	3,500	43,680	37,284
General & Administrative Expense	10,000	10,000	10,000	10,000	15,000	10,000	10,000	10,000	130,000	129,550
Non-Event Payroll	27,250	40,875	34,850	34,850	34,850	34,850	34,850	40,875	378,500	392,611
Fundraising Expense	-	3,500	15,000	33,000	5,000	-	1,500	-	58,000	23,294
Total Cash Outflows:	114,742	88,775	97,430	233,792	97,800	125,025	76,350	109,725	1,408,051	1,237,770
Net Increase/(Decrease) in Available Cash	15,328	(47,725)	40,671	(11,649)	(49,200)	(1,525)	26,730	(10,575)	(57,952)	(243,900)
Projected Ending Cash Balance	130,238	82,512	123,183	54,687	5,487	3,962	30,692	20,117	76,964	(108,984)
Event net profit (loss) - See Note below.	39,410	13,050	(10,050)	46,479	(850)	34,825	7,580	42,300	204,069	130,130

TOPEKA PERFORMING ARTS CENTER

2017 Plan for Success

ADMINISTRATION

- 1) Better marketing and continue good programming; continue soliciting support from the community; adding a community focus group; provide student pricing when possible; capitalize on success of email and social media – Facebook, Twitter, Instagram, etc.; designing and launching a new and improved website that is more interactive and user-friendly
- 2) Executive Director, Larry Gawronski and the Board have experience in Topeka market; Larry has purchased a home and moved his family to Topeka; expiring terms of Board members will be filled by new members with fundraising as a top priority; less risk on shows will be taken in 2017 and an emphasis on partnering with promoters to bring the talent in; special task forces have been formed for marketing shows and will continue in 2017; new ways will be explored to increase the Friends of TPAC and initiate a Season Ticket Subscription; a more favorable amended management contract was negotiated with VenuWorks to reduce the management fee in 2016 and 2017.
- 3) Assistance from the City – Annual subsidy; HVAC and exterior maintenance, Angel Fund for programming (Mainstage, youth, educational and community), capital improvements, internet.
- 4) \$300,000 Subsidy – Immediate needs over the coming year include, but not limited to:
 - a) Website-\$10,000; Technical/Production/Operation Equipment-\$75,000; Food & Beverage Equipment-\$9,000; Building repair/maintenance-\$19,000; Theater house lamps/lighting-\$6,000; public space and meeting room lamps/lighting; uniform vests and shirts-\$5,000; all going for needs outside of capital improvements that cannot be afforded. The balance is for improved community programming, marketing and general operations.

FUNDRAISING

- 5) Grant opportunities
- 6) Solicit new and grow existing Sponsorships
- 7) Board Fundraising – June, August, November events in 2016 raised over \$100,000.

PROGRAMMING

- 8) Strengthen Youth and Educational Programming
 - a) Schooltime Theater Series, Sheffel Theater Clinic, Young Artists Awards
- 9) Enhanced Community Programming
- 10) Grow User Groups
- 11) Continue the upward trend on acquiring “Broadway Style” shows, public concerts, wedding receptions, banquets, parties and meetings
- 12) Collaboration

ADMINISTRATIVE ACTION FORM

Contact Person: Mary Feighny, Deputy City Attorney Date: 01-16-2014

Document: Contract/Agreement Document # 43396

Second Party/Subject: Topeka Performing Arts Center, Inc. Project #:

Originating Department: Legal - ATTY CIP Project:

Category/Subcategory: 007 Contracts and Amendments / 018 Other

Requested Action:

Approve and Execute Document

Financial Implications: Contract provides for funding to Topeka Performing Arts Center as determined by the governing body through the budget process.

Description: The City contracts with TPAC to operate the performing arts center. The last contract expired in July of 2013 and was renewed until 12/31/13. This contract essentially continues the relationship by authorizing TPAC to operate the center pursuant to the contract terms. This contract expires on 12/31/2018, with 2 3-year renewal periods.

JAN 24 2014

Approval/Action Routing: (See Routing Instructions on Sheet 2).

Approved by: <u>MF</u>	Date: <u>1-16-14</u>
Approved by: <u>Brenda Younger</u> Legal City Clerk	Date: <u>1-16-14</u>
Approved by: _____ City Manager	Date: _____
Approved by: _____	Date: _____
Approved by: _____	Date: _____
Approved by: _____	Date: _____
Return to: <u>Mary Feighny/Legal</u>	Date: _____

CITY OF TOPEKA CONTRACT NO. 43396

THIS AGREEMENT is entered into this 21st day of January 2014, by and between the City of Topeka, hereinafter referred to as "City," and Topeka Performing Arts Center, Inc., hereinafter referred to as "TPAC."

WHEREAS, the City is a municipality duly organized and existing under the laws of the State of Kansas, with full lawful power and authority to enter into this Agreement by and through its governing body, and

WHEREAS, TPAC is a not-for-profit corporation organized pursuant to the laws of the State of Kansas, and

WHEREAS, the City and TPAC recognize the need for a performing arts center to provide for the advancement, promotion, and development of the arts within the City of Topeka, and

WHEREAS, the City, in furtherance of the purposes and pursuant to the provisions of Charter Ordinance No. 68 and City of Topeka Ordinance No. 15833, and in order to provide for the general welfare of the City of Topeka, previously entered into City of Topeka Contract No. 31887 with TPAC on April 8, 2002, which provides for TPAC to operate and manage the Performing Arts Center; and

WHEREAS, City of Topeka Contract No. 31887 provided for an initial five (5) year term commencing on July 1, 2002, with the option of two (2) additional renewal terms of three (3) years each, the second and final of which expired on June 30, 2013; and

WHEREAS, on July 1, 2013, the parties extended City of Topeka Contract No. 31887 until December 31, 2013 in order to allow the parties sufficient time to prepare and execute a new agreement; and

WHEREAS, the City and TPAC desire to enter into this Agreement for the continued operation and management of the Performing Arts Center; and

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the City and TPAC do hereby covenant and agree as follows:

ARTICLE I

Name, Facility, Funding, and Support

A. Name. In continued recognition of the contribution and testamentary bequest made by Georgia Neese Gray and Andrew J. Gray for the Performing Arts Center, the parties agree to maintain the name of the main performance hall as the "Georgia Neese Gray Performance Hall." The parties further agree that TPAC may enter into one or more agreements

with third party sponsors and supporters concerning the naming rights to the Facility and any or all of the spaces, fixtures and equipment therein, so long as the "Topeka Performing Arts Center" shall be and remain a part of the Facility's name. Any such agreements shall be approved by the City in accordance with City of Topeka Resolution No. 7698.

B. Description of Property, This agreement between the City and TPAC shall apply to the areas contained within the building commonly known as "The Topeka Municipal Auditorium." The area assigned to TPAC is shown by shaded outlining on Exhibit 1, attached hereto and made a part hereof. The area so allocated to TPAC is referred to herein as the "Performing Arts Center" or the "Facility."

C. Operational Funding.

1. The City may provide operational funding to assist TPAC in its management of the Performing Arts Center during the term of this Agreement. Pursuant to the State of Kansas Cash Basis law, K.S.A. 10-1101 et seq., the City is only obligated to provide operational funding from funds budgeted and appropriated by the City Council during the current budget year. Operational funding for each subsequent year of this Agreement shall be subject to the availability of funds budgeted each year for this purpose.

2. TPAC shall, subject to the limitations and conditions herein, submit its request for supplemental operational funding by the first day of April for funding during the next budget year. This budget request shall be submitted to the City Manager of the City of Topeka or the City Manager's designee who shall include that request as part of development of the proposed City budget for the ensuing year. Approval of this request shall be made by the City Council, whose decision is final and binding on the parties.

3. The amount of supplemental operational funding to be requested by TPAC shall be developed with consideration given to the following factors when determining an appropriate level of supplemental operational funding:

a. The anticipated level of revenues available to TPAC from Performing Arts Center activities and events.

b. The anticipated level of expenses reasonably related to TPAC's operation of the Performing Arts Center. These expenses may include, but are not limited to: professional management services, salaries, promotional expenses, artists' fees, event set up and clean up, daily maintenance and janitorial services, insurance premiums, and general office expenses.

c. The anticipated need by TPAC for funding of special projects or expenses not generally addressed by this Agreement.

d. The anticipated use by the City of the Performing Arts Center for City activities or events.

e. The City's recognition of the services provided by TPAC as an important and vital contribution to the economic and cultural health of the City of Topeka, and of the tangible and intangible returns the City receives from its investment in TPAC.

4. The failure of the City Council to approve TPAC's request for funding shall not constitute a default under this Agreement and shall not entitle TPAC to seek or obtain a judgment requiring the City's specific performance or to pursue any other legal remedy which seeks to compel the City to appropriate and budget supplemental operational funds for TPAC. However, the failure of the City Council to approve TPAC's request for funding shall constitute a basis for termination of this Agreement by TPAC, in accordance with Article III hereof.

D. Event and Concession Revenues.

1. All receipts from ticket sales, facility usage fees, concession sales, and other-revenues associated with TPAC's management of the Performing Arts Center shall be the sole property of TPAC. TPAC shall keep accurate records of all receipts. These records shall be subject to review and audit by the City Manager or designee.

2. TPAC shall be responsible for all sales and other tax obligations resulting from the operation of the Performing Arts Center. TPAC shall be entitled to all tax benefits accruing from TPAC's participation in this Agreement. TPAC shall not be entitled to any tax benefits created solely by the City's participation in this Agreement.

E. Financial Statements. During the entire term of this Agreement, an annual independently audited financial statement will be prepared and provided by TPAC to the City. This audit report is due within 90 days of the end of each of the City's fiscal years.

ARTICLE II

Management and Maintenance

A. Management. TPAC shall, subject to the limitations and conditions herein, be responsible for and assume the costs for the day to day operations and management of the Facility. These responsibilities shall include, but are not limited to:

1. Coordinating the usage of the Topeka Performing Arts Center, including scheduling and promotion of all events and activities in the Facility.

2. Publicizing the availability of the Topeka Performing Arts Center.
3. Establishing all ticket and concession operations and providing proper management and record-keeping for these functions.
4. Evaluating all proposed usages of the facilities and determining which usage is most compatible with the intended purpose of the Topeka Performing Arts Center and the needs and desires of the community at large.
5. Entering into contracts with groups, organizations, or individuals for use of the Facility.
6. Providing general set-up and clean-up services for all events and activities in the Topeka Performing Arts Center.
7. Providing accurate, timely and complete records of all activities, revenues and expenditures associated with TPAC's management of the Topeka Performing Arts Center.
8. Cooperating with the City Manager or designee in reviewing all records, financial and otherwise, relating to the provisions of this article.

B. Maintenance and Repairs. The executive director of TPAC will provide a schedule of general maintenance and repair tasks to the City at the commencement of each of the City's fiscal years during the term and any extensions of this Agreement. In the event that the Performing Arts Center's portion of the building should become in need of repairs, TPAC shall give immediate written notice thereof to the City. The City shall be responsible for informing TPAC of the City's intentions to make the requested repairs within ten (10) days of receipt of TPAC's notice.

C. Performance Objectives. In conducting its management activities under this agreement, TPAC agrees to adhere to the following performance objectives:

1. TPAC will endeavor to annually raise funds to support operations in an amount equal to or exceeding the amount of operating support provided by the City of Topeka, pursuant to Article I, section C, above.
2. TPAC will present an annual program of professional touring events, which serves the diverse interests and patronage of the community.

3. TPAC will produce, present, or otherwise operate at least four youth arts-education programs each year.

4. TPAC will provide youth-group discounted ticket programs for school groups and educational groups to attend TPAC shows, where appropriate.

5. TPAC will make the Performing Arts Center's facilities available to local arts organizations at reduced rental fees and support the presentation of their arts with staffing and services.

6. On or before January 1 of each year, TPAC shall provide the City Council with its preliminary budget for the following calendar year. The budget shall show projected revenue and projected expenses including, but not limited to, salaries, advertising or other promotions, operating and capital expenditures.

7. TPAC shall provide quarterly financial reports to the City Council within thirty (30) days after the close of each calendar quarter. The reports shall detail all revenue including ticket sales and donations and expenditures including, but not limited to, advertising or other promotional activities, operating and capital expenditures.

D. Usage of Facility.

1. Intended Use. In accordance with those provisions found in paragraph A of this Article and elsewhere in this agreement, the Facility shall be used predominantly as a cultural entertainment and educational facility which fosters excellence of the performing and visual arts. TPAC will not allow the center to be used for purposes either illegal or incompatible with:

- i) the intended use of the facility;
- ii) TPAC's educational and charitable purposes;
- iii) the facility's status as a publicly owned building; or
- iv) the facility's proximity to City offices and services.

TPAC and the City will make every reasonable effort to resolve and prevent any actual or potential violations of this section.

2. City Use of Facility. TPAC agrees to allow the City to use the Performing Arts Center and its facilities when no scheduling conflicts exist with other usages. City usage of the facilities will be subject to all reasonable rules and regulations imposed by TPAC on all users. TPAC agrees that no user charge will be made or assessed against the City for City activities or events which relate to the governmental activities of the City of Topeka. If TPAC has received no annual funding or the event was not anticipated when

determining the level of City provided operational funding, the City shall pay a negotiated user fee. Notwithstanding the above, the City will reimburse the costs incurred by TPAC in supporting the use of the Facility by the City, including but not limited to staffing the event, janitorial services, equipment, and consumable supplies.

3. City Access. TPAC and the City recognize that the Performing Arts Center is located in a public building owned by the City which houses many of the operational departments and functions of City government. Given this recognition, TPAC will allow the City access to all areas of the Performing Arts Center unless such access unreasonably and actually impairs the intended usage of the Performing Arts Center, the ability of TPAC to effectively manage the Facility or the security of scheduled Performing Arts Center activities or participants in those activities. Any objection to the presence of City personnel in the Performing Arts Center shall be made in writing to the City's designee. The refusal or inability of the City to cure a violation of this section may be considered, by TPAC, an Event of Default by the City.

4. Security. City and TPAC shall abide by the security plan set forth in City of Topeka Contract No. 41495, as amended or replaced by subsequent agreement of the parties, in order to insure personal safety and the security of Facility and its contents to prevent unauthorized persons from gaining access to the Facility or to City Hall. Areas of primary concern include the main mechanical room and any and all portions of City Hall.

5. Utilities and Energy Conservation. Throughout the term of this Agreement, the City shall provide, at its expense, water, electrical, gas and waste management services to the Facility. City and TPAC shall abide by the comprehensive energy conservation plan for the Facility set forth in City of Topeka Contract No. 41495, as amended or replaced by subsequent agreement of the parties, to reduce energy consumption and eliminate all unnecessary energy consumption.

6. Storage and Egress. City and TPAC shall abide by the provisions of City of Topeka Contract No. 41495, as amended or replaced by subsequent agreement of the parties, concerning storage and maintenance of clear emergency egress paths on the lower level of the Facility.

7. Fire Safety. City and TPAC shall abide by the plan to test the fire alarm system for the Facility, as well as fire drills and routine inspection of Life Safety Code equipment, set forth in City of Topeka Contract No. 41495, as amended or replaced by subsequent agreement of the parties.

8. Emergency/Nonemergency Call. TPAC shall reimburse the City for actual costs incurred by the City to respond to a nonemergency call. TPAC shall not be responsible for reimbursing the City for responses to emergency calls. For the purpose of

this section, emergency shall be defined as any situation that, if not resolved immediately, could present an imminent threat of property loss or damage to the Facility or its contents, threat of injury or harm to Facility occupants, or adversely affect the comfort level to a majority of Facility occupants. Total loss of HVAC, utilities or flooding due to water line breaks will always constitute an emergency situation.

9. Damages. TPAC shall be solely responsible for the repair of any damage to the Facility directly caused by the negligent or intentional acts or omissions of TPAC's employees, agents, licensees or invitees. Further, TPAC staff shall promptly notify the City of any damage to the Facility along with an estimate of the date by which the repairs shall be completed. If TPAC shall fail to make the repairs after notice and an opportunity to cure as specified in this Agreement, the City shall have the right to make such repairs and submit an invoice to TPAC for the costs thereof.

10. Indemnification. TPAC covenants and agrees to indemnify and hold harmless the City from and against any and all claims, demands, liabilities and costs, including reasonable attorney's fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons occurring or allegedly occurring in, on, or about the Facility, or arising from the negligent or intentional acts or omissions of TPAC, its employees, agents, contractors, licensees or invitees. Provided, however, TPAC has no duty or responsibility to indemnify, protect, defend and save the City harmless from and against any and all claims, demands, liabilities and costs arising from the negligent or intentional acts or omissions of the City, its employees or agents.

ARTICLE III

Term of Agreement

A. Length. This agreement shall commence on January 1, 2014 and shall continue thereafter for a term of five (5) years through December 31, 2018, unless sooner terminated as provided in Sections C or D of this Article III.

B. Renewal. TPAC may renew this agreement for two (2) additional terms of three (3) years each upon service of a written request to the City at least ninety (90) days prior to the expiration of either the initial term or any renewal term. The City shall inform TPAC of its intent to either approve or deny the renewal request, within 30 days of receipt of the request. The City shall not unreasonably and without sufficient justification withhold or deny a renewal request. Sufficient justification shall include, but not be limited to, the failure of TPAC to either comply with a material provision of this Agreement or to perform in a manner that conforms with the purpose and intent of this Agreement.

C. Termination. This Agreement shall automatically terminate on the date stated above or on any date agreed to by the parties, either as a result of renewal agreement or otherwise. The parties may agree in a writing of equal formality to terminate this Agreement and any of its provisions at any time. The termination of this Agreement shall not release either party from any obligation to the other party, financial or otherwise, which has accrued or is due and owing as of the termination date. In the event this Agreement is terminated by the City, the City shall retake possession of the Facility and TPAC shall assign all its rights and obligations relating to its management of the Facility to the City.

D. Termination for Lack of Funding. TPAC agrees that if there are not sufficient funds for the City to continue appropriations to meet its obligations under this Agreement, the City may terminate this Agreement at the end of its then current fiscal year. City shall give written notice of termination to TPAC at least ninety (90) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year to the extent it is able to do so. The City agrees that if TPAC is unable to continue its management of the Facility due to a lack of funding, TPAC may terminate this Agreement at the end of its then current fiscal year. TPAC shall give written notice of termination to the City at least ninety (90) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year to the extent it is able to do so. Termination of the Agreement under this paragraph by either party shall not be considered a breach of the Agreement and shall not cause any penalty or other damages to be assessed against the terminating party.

E. Fixtures and Equipment. All additions of fixtures and permanent improvements made or placed by TPAC to or upon the Facility shall immediately become and be the property of City and shall remain upon and be surrendered with the Facility as a part thereof, upon termination of this Agreement or any extension thereof; and TPAC will not make any alterations in or additions to the Facility, without obtaining the prior written consent of City. Notwithstanding the foregoing, those items of personal property and equipment set out in Exhibit 2, attached hereto and made a part hereof, as well as all replacements thereof or additions thereto, are and will remain the sole property of TPAC.

ARTICLE IV

A. Insurance.

1. TPAC will at all times during the term of this Agreement maintain Commercial General Liability insurance coverage to afford protection for damage occurring upon the Facility. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00), per occurrence for liability, with an annual aggregate limit per policy period of no less than Five Million Dollars (\$5,000,000.00).

2. TPAC will maintain fire and extended coverage insurance in an amount adequate to replace all items of personal property, equipment, and fixtures owned by TPAC and maintained within the Topeka Performing Arts Center during the period of TPAC's occupancy and management.

3. City will maintain fire and extended coverage insurance on the Facility, either through voluntary insurance market products or through self-insurance or a combination of both, during the period of TPAC's occupancy and management of the Facility. City may choose to not repair or replace the Facility in the event a casualty loss or losses make usage of the Facility impracticable, in which case this Agreement shall be terminated with no further obligation on the part of either party.

4. At the end of each of the City's fiscal years occurring during this Agreement, the City and TPAC will review the insurance coverage maintained by each party to this Agreement and each agrees by this provision to maintain such coverage as has heretofore been described and to immediately cure any deficiencies in coverage found to exist. Both parties agree to cooperate with the other in effecting the annual review of coverage contemplated by this provision and, to the extent that one party fails to provide evidence of insurance, the affected party may secure such required insurance and charge the other party the amount of the premium paid.

B. Hold-harmless. Except as provided in Article II, (D)(10), neither party agrees to indemnify or hold the other harmless from any and all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against either party that result from the performance of this Agreement or operation of the Facility. Additionally, both parties agree to waive the right of subrogation against the other for all property and casualty insurance losses.

ARTICLE V

A. Default By TPAC. Upon the occurrence of any of the events of default described below, the City may give TPAC written notice specifically stating the default and advise TPAC that if the default is not cured within ninety (90) days, the City may either commence legal action requiring specific performance or terminate the Agreement. If TPAC cures the default during the cure period of ninety (90) days from the date the notice is received to the satisfaction of the City, the notice of termination shall lapse and be of no further effect. However, if the event of default has not been cured, the City may either commence legal action for specific performance or terminate this Agreement. The following shall be deemed events of default ("Events of Default") by TPAC hereunder:

1. TPAC shall, during the Term, (a) become insolvent, (b) make an assignment for the benefit of creditors, (c) call a meeting of creditors for the composition of debts, or (d) there shall be filed by or against TPAC a petition in bankruptcy or for the reorganization or if a custodian, receiver or agent is appointed or authorized to take charge of any of the properties of TPAC; or

2. TPAC shall fail to perform any covenant or agreement herein contained. Upon termination of this Agreement, TPAC's rights to possession and management of the

Performing Arts Center shall cease and the City shall take possession of the Performing Arts Center for the remainder of the Term. The City shall have such other rights and remedies as may be provided under Kansas Law and equity.

B. Default By City. Upon the occurrence of any of the events of default described below, TPAC may give the City written notice specifically stating the default and advise the City that if the default is not cured within Ninety (90) days, TPAC may commence legal action requiring specific performance or terminate the Agreement. If the City cures the default during the cure period of Ninety (90) days from the date the notice is received to the satisfaction of TPAC, the notice of termination shall lapse and be of no further effect. However, if the event of default has not been cured, TPAC may either commence legal action for specific performance or terminate this Agreement. The following shall be deemed events of default ("Events of Default") by the City hereunder:

1. The City shall become insolvent or file or have filed against it, a petition in bankruptcy or for reorganization; or
2. The City shall fail to perform any covenant or agreement herein contained.

Upon such an Event of Default, TPAC shall have the rights and remedies available under applicable law and equity and shall be entitled to obtain a judgment requiring the City's specific performance hereof, time being of the essence.

ARTICLE VI

A. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon City, if delivered in person to its duly appointed, qualified and acting City Manager or Clerk, or if a copy thereof is mailed by certified or registered mail, postage prepaid, addressed to City, c/o the City Manager, 215 E. 7th Street, Topeka, Kansas 66603, or at such other place as City from time to time may designate in writing to TPAC, and (b) upon TPAC, if delivered in person to any executive officer of TPAC or if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to TPAC at 214 S.E. 8th Avenue, Topeka, Kansas 66603, or at such other place as TPAC from time to time may designate in writing to City. All notices sent by certified or registered mail as aforesaid shall be deemed duly given three business days after they are so mailed.

B. Rights and Remedies. The rights and remedies reserved by City and TPAC hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Unless otherwise provided within this Agreement, City and TPAC shall each be entitled to specific performance, and injunctive or other equitable relief for any breach or threatened breach of any

of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

C. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it. This Agreement shall be construed against any such implicit waiver or renunciation of right after breach.

D. City and TPAC Shall Not Unreasonably Withhold Consents And Approvals - Manner Of Consents. Wherever in this Agreement it is provided that the City or TPAC shall, may, or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the City or TPAC shall not unreasonably, arbitrarily or unnecessarily withhold, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules. In the case of the City, its consent shall be obtained as follows:

TPAC shall give notice to the City. The City Manager, or his designee, shall take such action as may be necessary to consent or withhold consent as the case may be. In the event the City Manager withholds or delays consent, then TPAC shall have the right within ten (10) days to appeal such refusal to the City Council, and the City Council shall take action at its next regularly held meeting concerning the appeal. Unless otherwise provided herein, if the City Council unreasonably withholds or delays its consent, TPAC may seek a determination from a Court of appropriate jurisdiction that the City is unreasonably withholding or delaying such consent.

E. Quiet Enjoyment. The City covenants that unless an Event of Default has occurred with respect to TPAC, TPAC shall not be in default under this Agreement, TPAC shall and may peaceably and quietly operate and manage the Performing Arts Center and that City will defend TPAC's rights hereunder against all parties; and the City will not disturb TPAC's possession and operation of the Performing Arts Center.

F. Due Organization of City. City covenants that it is a municipal corporation duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officials.

G. Additional Covenants of TPAC. TPAC covenants that it is a nonprofit corporation duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers. The

execution of this Agreement and the performance of the terms of this Agreement by TPAC will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which TPAC is a party or by which it or any of its property is bound, or TPAC's Articles of Incorporation or Bylaws, or any order, rule or regulation applicable to TPAC or its property or any court or other governmental body.

H. Amendments. This Agreement shall only be amended, changed or modified in writing executed by City and TPAC, with the same formalities as this Agreement.

I. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of Kansas. Wherever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

J. Invalidity of Provisions of Agreement. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

K. No Third Party Beneficiaries. The parties hereto expressly agree that no party other than TPAC or the City is intended to obtain any right or interest pursuant to this Agreement and no such third party shall be entitled to make any claim or obtain any relief on the basis of this Agreement.

L. Paragraph Headings. The paragraph headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

M. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

N. Complete Agreement. This Agreement and the Exhibits and Schedules hereto set forth all promises, covenants, agreements, conditions, and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior contemporaneous agreements and understandings, letter agreements, inducements, or conditions, express or implied, orally or written, except as herein contained.

O. No Partnerships or Agency. Nothing herein contained shall be construed or held to make the City a partner, joint-venturer or associate of TPAC in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

P. Other Agreements or Instruments. TPAC and the City agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to effect the purposes of this Agreement and to comply with any of the terms hereof.

Q. Covenant of Good Faith. Every duty, right, or obligation contained in this Agreement imposes an obligation of good faith in its performance or enforcement. For the purposes of the Agreement, "good faith" dealing means honesty in fact in the conduct or the transaction concerned.

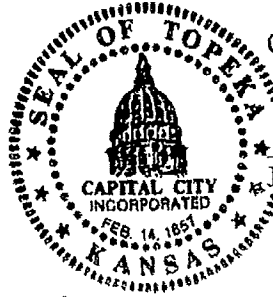
R. Assignment. Neither the City nor TPAC shall in any manner assign, mortgage, pledge, sell or in any manner transfer, convey or dispose of this Agreement or any interest therein or part thereof.

S. Encumbrances. TPAC shall not do or suffer anything to be done whereby the Performing Arts Center, or any part thereof, may be encumbered by a mechanics lien or similar lien, or mortgage. Further, TPAC shall not similarly encumber or pledge any benefits due it under this Agreement.

T. Non-Discrimination. TPAC will not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the execution and fulfillment of this Agreement. In the event the City is required to enter into a voluntary compliance plan to resolve a discrimination investigation, suit, or other such proceeding, TPAC and the City will jointly work together to comply with the requirements contained in that plan.

V. Termination for Loss of Property Tax Exemption. This Agreement shall terminate immediately if the use of the Facility by TPAC under this Agreement would cause the City to lose its property tax exemption under K.S.A.79-201a.

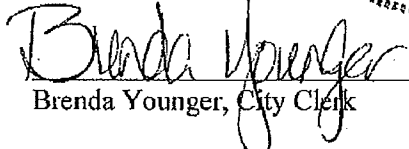
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and year first above written.



CITY OF TOPEKA, KANSAS


Jim Colson, City Manager

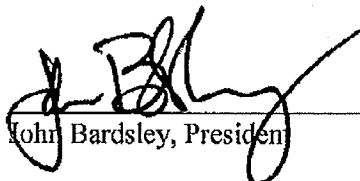
ATTEST:


Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE 1/16/14 BY MP

TOPEKA PERFORMING ARTS CENTER, INC.


John Bardsley, President

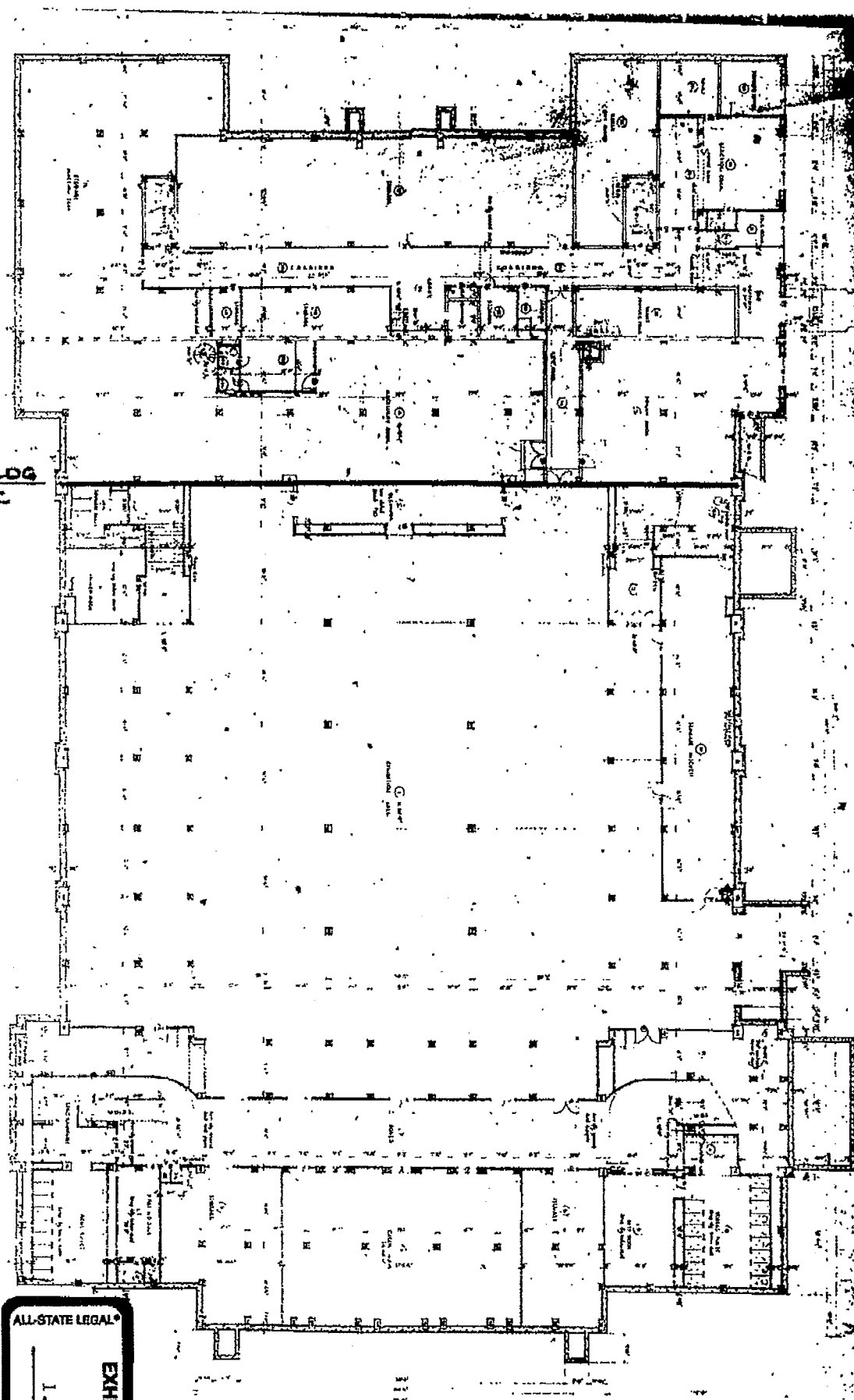
ATTEST:


Susan Lacey, ~~Secretary~~ **Treasurer**

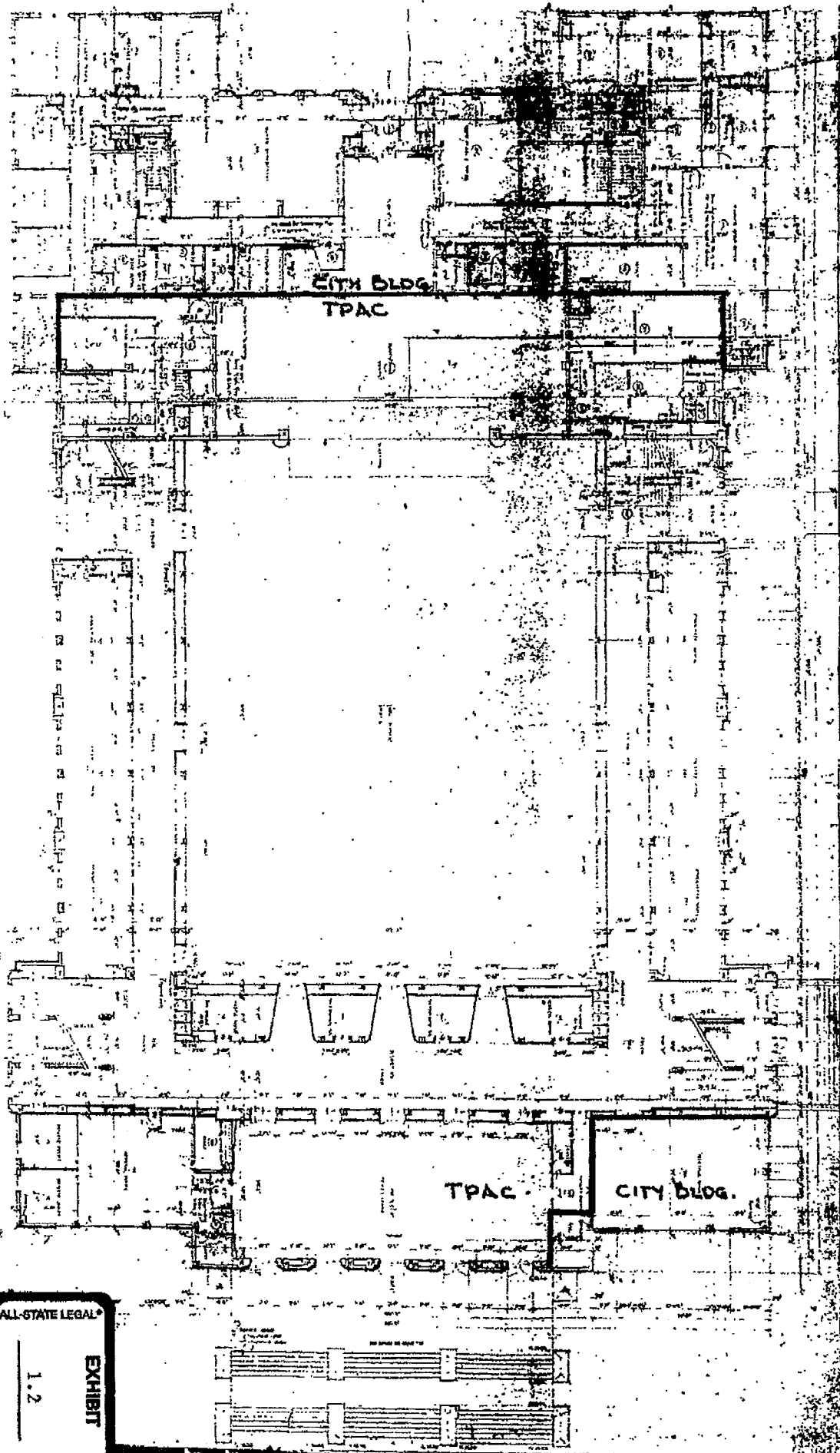
CITY BLDG
TPAC

MEETING ROOM PLAN

ALL-STATE LEGAL®
EXHIBIT
1.1



First Floor Plan



ALL-STATE LEGAL
EXHIBIT
1.2

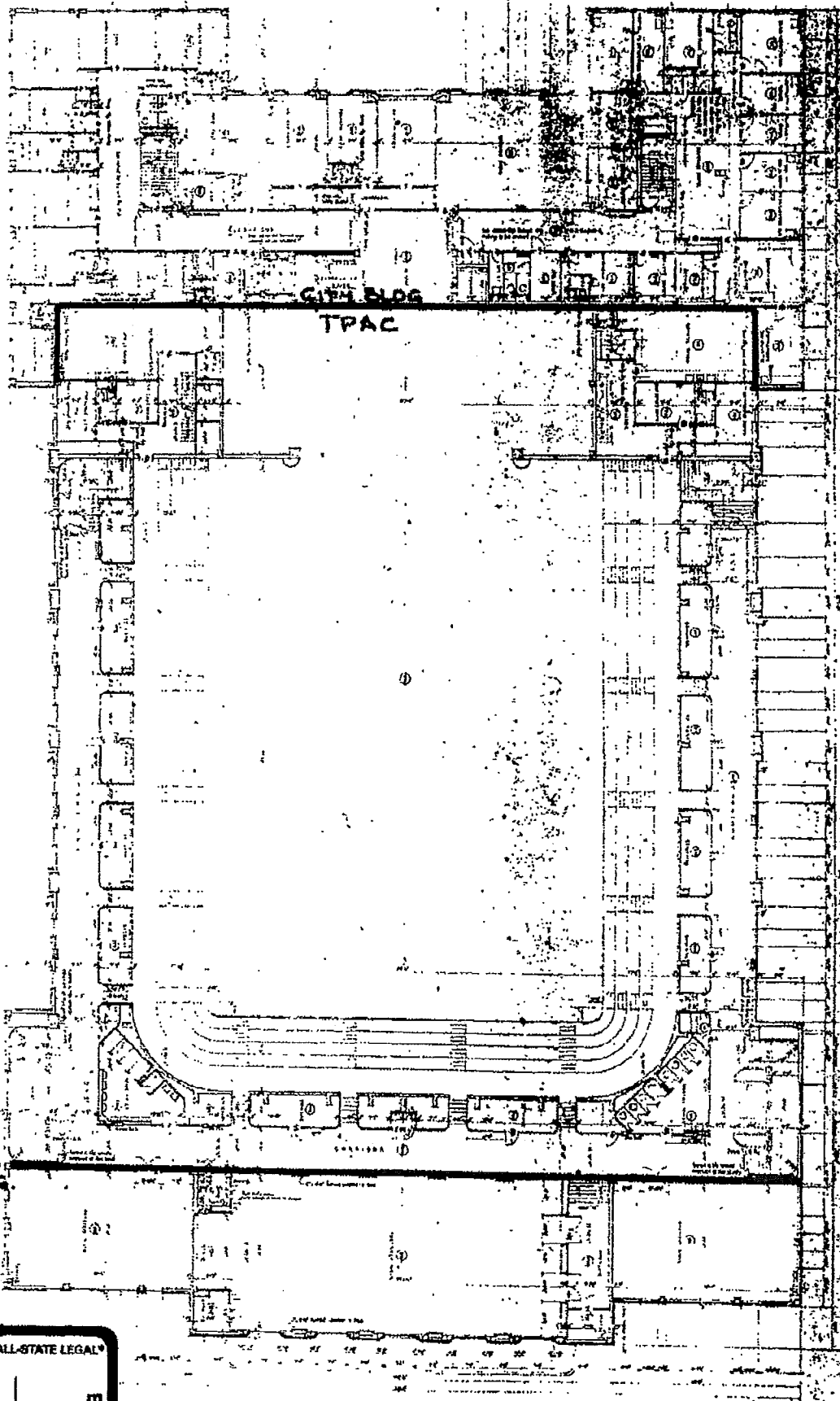
SECOND FLOOR PLAN

TPAC
CITY BLDG.

ALL-STATE LEGAL®

1.3

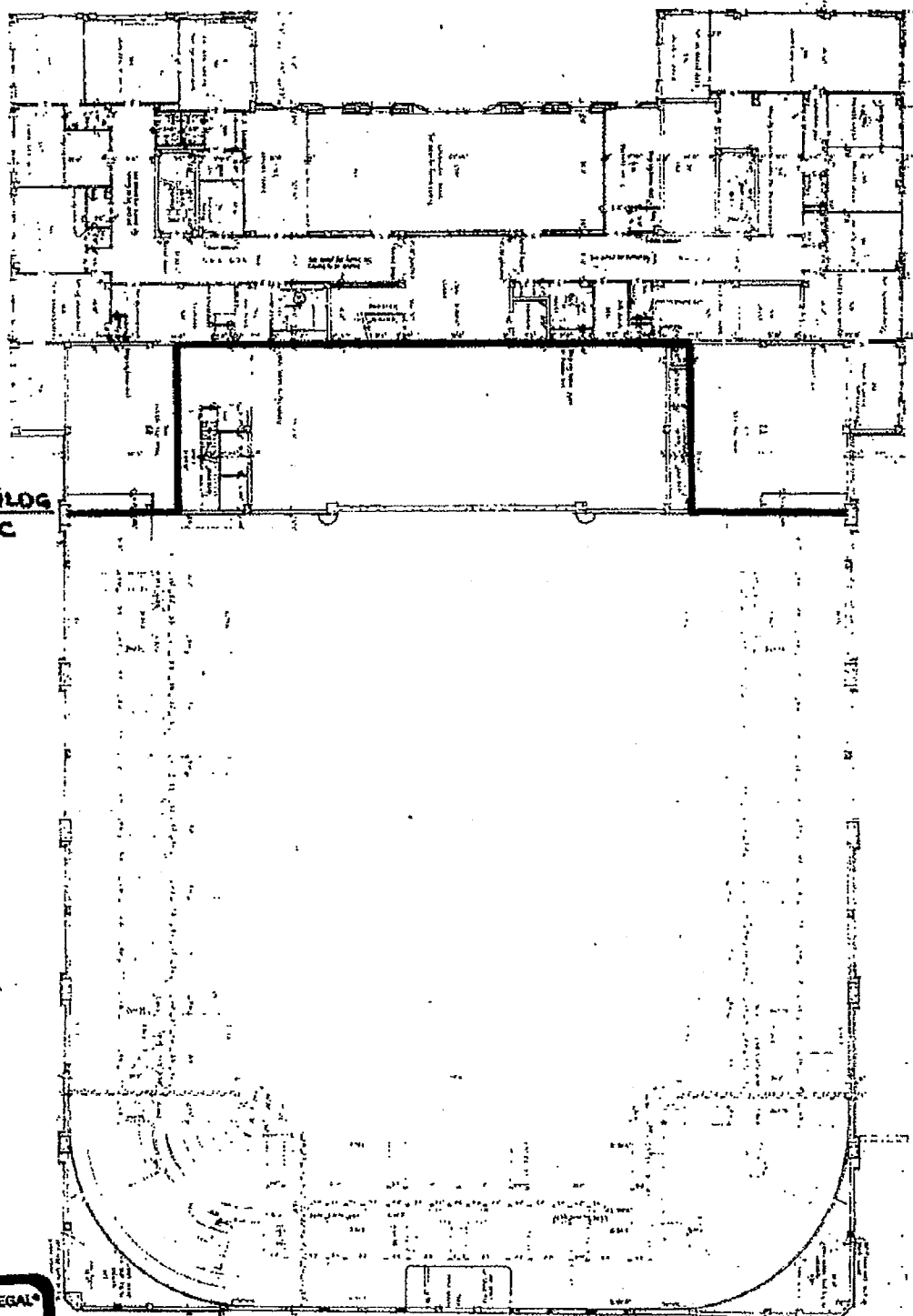
EXHIBIT



CITY BLOG
TPAC

THIRD FLOOR PLAN

ALL-STATE LEGAL®
EXHIBIT
1.4



Room	Area	Notes
101	100	Office
102	100	Office
103	100	Office
104	100	Office
105	100	Office
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200	100	Office

Topeka Performing Arts Center - Inventory

Dept No	TPAC #	Description	Date	Life	Amount
6	030	Software	Jun-88	5	\$ 490.00
6	050	Cable Attachment	Jun-88	5	\$ 25.00
5	110	Computer Upgrade	Oct-88	5	\$ 3,006.00
5	160	Microlynx	Dec-88	5	\$ 5,123.00
5	180	Computer System	Sep-89	5	\$ 17,764.84
5	190	Prologue Software	Sep-90	5	\$ 32,000.00
5	200	Office Furniture	Oct-90	5	\$ 7,893.75
6	070	Furniture	Jan-91	7	\$ 1,850.00
5	220	Jenkins Music - Piano	Feb-91	20	\$ 15,000.00
5	230	Window Cover - Blinds	Feb-91	7	\$ 3,384.00
5	240	Freight	Feb-91	6	\$ 81.50
5	250	Vargas - Furniture	Feb-91	7	\$ 441.00
5	260	Ed Marlins - Furniture	Feb-91	7	\$ 884.00
5	270	Linda Lee - Chairs	Feb-91	7	\$ 17,603.07
5	280	Equipment Kitchen	Feb-91	10	\$ 23,903.05
5	290	Connecting Point - TERMNL	Feb-91	5	\$ 321.53
5	300	Pennsylvania House - FURN	Feb-91	7	\$ 1,386.14
5	310	Window Cover - Drapes	Feb-91	7	\$ 1,961.75
5	330	Freight	Mar-91	5	\$ 813.60
5	340	Flagline America	Mar-91	10	\$ 343.27
5	350	Piano Dolly	Mar-91	5	\$ 394.00
5	360	Irwin Seating - Theater Chairs	Mar-91	7	\$ 500.00
5	370	Topeka Lumber	Mar-91	20	\$ 675.47
5	380	Vacum Sweepers	Mar-91	5	\$ 981.75
5	390	Bob Florence Construction	Mar-91	20	\$ 1,054.00
5	400	Builders Express	Mar-91	20	\$ 1,310.26
5	410	Dressing Room Furniture	Mar-91	7	\$ 1,460.87
5	420	Music Stands - 54	Mar-91	10	\$ 1,725.00
5	430	AV Equipment	Mar-91	5	\$ 4,248.26
5	440	Hardister Paint	Mar-91	20	\$ 7,346.00
5	450	Carpeting	Mar-91	20	\$ 8,418.45
5	460	Equipment Kitchen, Bars, concessions	Mar-91	10	\$ 11,237.52
5	470	Equipment Kitchen, Bars, concessions	Mar-91	10	\$ 18,322.78
5	480	Card Tables	Mar-91	5	\$ 126.30
5	490	Blower Motor	Mar-91	5	\$ 706.58
5	500	Creative Signs	Apr-91	5	\$ 82.00
5	510	Carpeting	Apr-91	20	\$ 110.44
5	520	Davis Paint	Apr-91	20	\$ 450.78
5	530	Capital City Office	Apr-91	7	\$ 1,778.73
5	540	Window Covers - Drapes	Apr-91	10	\$ 1,961.75
5	550	Portable lift	Apr-91	20	\$ 3,900.00
5	560	Furniture	Apr-91	7	\$ 4,244.00
5	570	Kitchen Sinks	Apr-91	10	\$ 4,692.81
5	580	Cardinal	Apr-91	5	\$ 340.80
5	590	Wolfes	Apr-91	5	\$ 552.57
5	600	Connecting Point - TERMNL	Apr-91	5	\$ 829.32
5	610	Window Cover	Apr-91	5	\$ 3,667.01
5	620	ABF Freight	May-91	5	\$ 52.31
5	630	Lamps	May-91	7	\$ 252.54
5	640	Cardinal - trash cans	May-91	5	\$ 267.12
5	650	Topeka FM	May-91	5	\$ 413.20
5	660	Printer Stand	May-91	5	\$ 419.48
5	670	Podium	May-91	7	\$ 749.40
5	680	DL Smith Electrical	May-91	20	\$ 908.00
5	690	Graphic Impression	May-91	5	\$ 973.56
5	700	SW Bell Installation	May-91	5	\$ 263.39
5	710	Fans	Jun-91	5	\$ 80.75

Topeka Performing Arts Center - Inventory

Dept No	TPAC #	Description	Date	Life	Amount
5	720	Cocktail Tables	Jun-91	7	\$ 298.35
5	730	DL Smith - Dressing Rooms	Jun-91	7	\$ 590.64
5	750	Elect Identification Sign	Jul-91	5	\$ 31,949.00
5	760	Wolfes Camera	Jul-91	5	\$ 875.73
5	770	Furniture - CAP CY OFF PR	Jul-91	7	\$ 7,078.06
5	930	Signs	Jul-91	5	\$ 2,304.58
5	780	Love Seat - CAP CY OFF PR	Aug-91	7	\$ 1,989.23
5	790	Linda Lee Design	Aug-91	7	\$ 4,391.27
5	800	Laminator - Luggage Slot	Aug-91	7	\$ 61.78
5	810	Laminator	Sep-91	7	\$ 415.74
5	820	Table Caddy	Oct-91	7	\$ 862.74
5	740 & 830	Xenon Followspots & 500 W Quartz Lamps	Nov-91	5	\$ 8,400.40
5	840	Window Cover	Nov-91	7	\$ 82.10
5	850	Creative Signs	Nov-91	5	\$ 285.60
5	860	Equipment Marketing	Nov-91	10	\$ 938.25
5	870	Welding Cable & Receptacl	Nov-91	5	\$ 3,205.33
5	880	Topeka FM - Dividers	Jan-92	5	\$ 720.00
5	890	Topeka FM - P50 4 Watt 2 CH	Feb-92	5	\$ 1,055.66
5	900	Computer Cart	Apr-92	5	\$ 112.43
5	910	Prologue Program - Software	Jun-92	5	\$ 23,074.00
5	940	Storage Cabinet	Jul-92	7	\$ 402.31
5	960	Desks	Jul-92	7	\$ 3,098.57
5	970	Heating & AC Units	Aug-92	7	\$ 6,630.00
5	980	Computer Cart	Aug-92	5	\$ 675.64
5	990	SWB Telephone Lines	Aug-92	7	\$ 4,455.16
5	1000	MAS 90 Software	Aug-92	5	\$ 2,180.66
5	1010	Desks and Floor Mats	Sep-92	7	\$ 1,083.99
5	1020	Filing Cabinet & Chairs	Sep-92	7	\$ 656.32
5	1040	Ceiling Fan	Oct-92	7	\$ 273.00
5	1050	Computer Tables	Oct-92	7	\$ 296.52
5	1080	Piano Bench	Oct-92	7	\$ 344.18
5	1090	Music Stand & Lights	Oct-92	7	\$ 450.00
5	1070	Computer Tables	Dec-92	7	\$ 148.26
5	1100	Wireless Microphones	Dec-92	7	\$ 5,938.45
5	1110	Banquet Tables	Mar-93	7	\$ 666.44
5	1120	Dance Floor	May-93	20	\$ 1,596.34
5	1130	NEC Computer	May-93	5	\$ 3,326.32
5	1150	Sound Boards	Jun-93	7	\$ 15,800.28
5	1160	Leko Lights	Jun-93	7	\$ 2,412.00
5	1170	Lamp Bars, Truss, Connector	Jun-93	7	\$ 12,110.23
5	1180	Ashley Power AMPS, Limiter	Jun-93	7	\$ 10,261.01
5	1190	Sound/Light	Jun-93	7	\$ 3,572.75
5	1200	IBM-Box Office Main Disks	Jun-93	5	\$ 140.85
5	1210	Lights	Jun-93	7	\$ 2,165.53
5	1230	IBM PPSII Printer	Jul-93	5	\$ 569.74
5	1240	NP4 Laserjet Printer	Jul-93	5	\$ 2,378.82
5	1250	IBM PS/1 Computer	Oct-93	5	\$ 1,710.27
5	1260	AIX Software Upgrade	Jan-94	5	\$ 1,710.27
5	1270	Harddrive for AIX Machine	Jan-94	5	\$ 10,520.14
5	1280	Metal Signs	Apr-94	7	\$ 1,017.00
5	1290	Meridan Telephone	Apr-94	5	\$ 421.34
5	1300	IBM 486 / DX	May-94	5	\$ 3,440.69
5	1310	Desk Unit w/ Files	May-94	7	\$ 1,948.17
5	1330	Box Office Wide Printer	May-94	7	\$ 783.66
5	1320	Electrical Wiring In/Out	Jun-94	7	\$ 2,933.83
5	1325	Wiring	Jul-94	7	\$ 244.77
5	1340	CT 800 Crown AMP	Aug-94	5	\$ 1,345.46

Topeka Performing Arts Center - Inventory

Dept No	TPAC #	Description	Date	Life	Amount
5	1350	Laserjet 4+ Printer IBM	Aug-94	5	\$ 1,778.06
5	1430	Various Indoor Signs	Aug-94	7	\$ 783.66
5	1360	30 30x96 Tables	Sep-94	7	\$ 3,996.00
5	1370	20 30x72 Tables	Sep-94	7	\$ 2,466.00
5	1380	35 24x72 Tables	Sep-94	7	\$ 3,969.00
5	1390	15 Round 5 Ft Tables	Sep-94	7	\$ 2,295.00
5	1400	5 Round 6 ft Tables	Sep-94	7	\$ 1,064.25
5	1410	10 Round 30" Tables	Sep-94	7	\$ 1,183.00
5	1420	Burgandy/Black Chair	Oct-94	7	\$ 169.39
5	1440	8 10x20 Signs-No Beverage	Nov-94	7	\$ 338.88
5	1450	20 Maroon Tablecloths	Nov-94	7	\$ 2,045.22
5	1460	Strand LBX Control Desk (Light Board)	Dec-94	5	\$ 10,455.78
5	1470	F9 For Windows Software	Jan-95	5	\$ 143.68
5	1480	Table Cloths	Oct-95	7	\$ 3,638.49
5	1540	Orchestra Shell	Oct-95	7	\$ 1,801.09
5	1500	8 MG RAM CHIP	Jan-96	5	\$ 405.49
5	1510	Hard Drive-Cindy's Comp.	Feb-96	5	\$ 350.28
5	1520	Power Supply-Box Off. Comp.	Apr-96	5	\$ 437.55
5	1530	Coat Racks	May-96	7	\$ 251.76
5	1570	Event Sched Software	May-96	5	\$ 2,000.00
5	1560	Gateway Comp-Bus MGR	Aug-96	5	\$ 2,693.83
5	1580	MAS 90 for Windows	Aug-96	5	\$ 1,800.52
5	1590	HP Laserjet 1600c	Sep-96	5	\$ 1,459.56
5	1600	File Cabinets Midwest	Oct-96	7	\$ 944.74
5	1610	File Cabinets Midwest	Oct-96	7	\$ 631.60
5	1630	HP 700 Fax Machine	Nov-96	5	\$ 530.75
5	1640	HON 30x60 Desk & Chairs	Jan-97	7	\$ 1,401.03
5	1680	Washer and Dryer	Mar-97	7	\$ 100.00
5	1650	CPE Gate	Apr-97	5	\$ 1,781.20
5	1660	Monitor Box Offices	Apr-97	5	\$ 214.00
5	1670	Adjust Aluminum Easel	Apr-97	7	\$ 159.21
5	1690	Office Furniture	Jul-97	7	\$ 402.26
5	1730	Gateway 233MHZ Computer	Aug-97	5	\$ 2,142.80
5	1740	Gateway 200MHZ Computers-2	Aug-97	5	\$ 3,997.44
5	1700	Filing Cabinet	Sep-97	7	\$ 631.59
5	1710	F9 Program Software	Sep-97	3	\$ 220.79
5	1760	Office Accelerator Software	Aug-98	3	\$ 496.70
5	1780	Fileserver/4 Workstations	Aug-98	5	\$ 18,948.31
5	1800	Tables - 4 rounds	Aug-98	7	\$ 985.82
5	1860	Wire and Connectors	Aug-98	5	\$ 1,507.62
5	080	Computer Model 50	Sep-98	5	\$ 2,150.00
5	090	Software	Sep-98	5	\$ 30.00
5	100	IBM Quietwriter	Oct-98	5	\$ 916.00
5	1810	Telephone set	Oct-98	5	\$ 342.20
5	1820	Office Furniture	Nov-98	7	\$ 132.69
5	320	Crowd Control Rope & Stations	Feb-99	10	\$ 2,748.80
5	1830	Refrigerator - Stainless 4 door	Feb-99	7	\$ 1,000.00
5	1840	Officer Furniture	Apr-99	7	\$ 130.87
5	1870	Organizer	Aug-99	3	\$ 395.15
5	1890	Silverware	Aug-99	7	\$ 999.81
5	1900	Haunted House Set & Costumes (partial owner)	Oct-99	3	\$ 1,905.31
5	1910	Small Oven	Nov-99	7	\$ 369.00
5	1920	Refrigerator / Freezer	Nov-99	7	\$ 1,116.06
5	1930	Table - Rolling Counter	Nov-99	7	\$ 1,293.38
5	1940	Refrigerator - Perlick Beer Unit	Jan-00	7	\$ 972.95
5	1960	Computer	Jan-00	5	\$ 2,585.78
5	1980	HP Printer 4050	Jul-00	5	\$ 1,892.59

Topeka Performing Arts Center - Inventory

Dept No	TPAC #	Description	Date	Life	Amount
5	1990	Stage Floor Cover	Sep-00	5	\$ 1,086.84
5	2000	Phones/Charger	Oct-00	5	\$ 544.66
5	2010	Carpetriever - vacuum	Nov-00	5	\$ 1,785.23
5	2030	Ice Machine	Nov-00	5	\$ 4,187.18
5	2020	Aquaclean Classic - (carpet shampoo machine)	Dec-00	5	\$ 1,550.05
5	2040	Office Furniture (partition system)	Feb-01	5	\$ 160.00
5	2050	Computer	Mar-01	5	\$ 2,443.14
		Dell Optiplex Tower Computer w/Monitor	Feb-05		\$ 1,710.40
		Dell Optiplex Tower Computer w/Monitor	Feb-05		\$ 1,710.40
		Wenger Orchester Shell	May-01		\$ 6,000.00
		Motorola Radius CP200 Two-Way Radios (8)	Jan-07		\$ 3,277.25
		Quickbooks 2006 Pro Computer Program	Jan-07		\$ 193.40
		Used Lighting Equipment	Jan-07		\$ 1,289.40
		9' Carriage Bar	Jan-07		\$ 449.84
		Motorola Radius CP200 Two-Way Radios (4)	Feb-07		\$ 1,508.61
		Adobe Suite Computer Program	Feb-07		\$ 140.00
		Daktronic Electronic Sign	Mar-07		\$ 28,622.53
		Sound Equipment	Jun-07		\$ 9,643.64
		Under Counter Cash Boxes - Bars (4)	Aug-07		\$ 832.87
		Sound Console MH2-40	Oct-07		\$ 14,749.66
		Sunbeam Bakers Mixer	Oct-07		\$ 279.20
		Muslin Curtain	Nov-07		\$ 1,039.98
		Hearing Aid Devices	Jan-08		\$ 775.79
		Reciprocating Saw	Jan-08		\$ 216.12
		Chef Baker Coffee Urns (3)	Feb-08		\$ 231.03
		Lighting Console	Feb-08		\$ 17,192.00
		Wireless Mic System	May-08		\$ 599.99
		Tru Glass Refrigerator	Jun-08		\$ 1,241.05
		Dell Laptops(3), Monitors (4), Computer (2)	Oct-08		\$ 7,747.99
		Cash Register (2)	Nov-08		\$ 430.76
		Aiden chairs (4)	Dec-08		\$ 1,628.94
		Optiplex Dell Computers	Dec-08		\$ 704.88
		Motorola Radius CP200 Two-Way Radios (4)	Dec-08		\$ 1,507.34
		Blue "Pepsi" Texas Icers (4)	Dec-08		\$ 1,319.98
		Brun Coffee Brewer	Feb-09		\$ 235.03
		24' x 24' Dance Floor	Mar-09		\$ 3,389.51
		Auction Items	May-09		\$ 2,795.75
		Hon 2 Drawer File Cabinet	May-09		\$ 369.90
		Omni Vx510le CC Terminal	Jul-09		\$ 268.63
		Great American 8 oz. Popcorn Machine	Jul-09		\$ 190.19
		Dell Omniplex 360 Desktop Computer w/Monitor	Sep-09		\$ 639.32
		Dell Omniplex 360 Desktop Computer w/Monitor	Oct-09		\$ 639.32
		DeWalt hammer/impact Driver	Nov-09		\$ 322.77
		Maytag neptune Washer/Dryer Combo	Dec-09		\$ 881.70
		Dell Computers - Used from Dynamic	Dec-09		\$ 383.22
		Dell 2330D Monochrome laser printer	Jan-10		\$ 160.85
		StTRONG - Super Trouper Ballasts (2)	Apr-10		\$ 4,889.90
		Lasko - 42" Belt Drive Drum Fan	Jun-10		\$ 246.60
		Omni Vx510le CC Terminal	Aug-10		\$ 269.88
		Dell Optiplex 380 Desktop w/Monitor	Sep-10		\$ 587.24
		Dell Optiplex 380 Desktop w/Monitor	Oct-10		\$ 587.24
		Dell Optiplex 380 Desktop w/Monitor	Nov-10		\$ 587.24
		Euroclean 16" ReliaVac Vacuum	Sep-10		\$ 314.87
		Pizza/Food Display Warmer	Mar-11		\$ 280.00
		Gold Medal #2388 8oz. Popcorn Popper	Oct-11		\$ 618.43
		HP Proliant Server Serial #MXQ2210255	Mar-12		\$ 8,729.24
		(4) SMH-310 Single Muff Earphones w/ Intercom Beltpaks	May-12		\$ 645.80

Topeka Performing Arts Center - Inventory

Dept No	TPAC #	Description	Date	Life	Amount
		Double Glass Door Cooler - Model#GDM45 (used)	Jun-12		\$ 610.12
		Watchguard Firewall XTM 26 Serial #70A606105-E3EF	Dec-12		\$ 757.21
		(6) TRUFORM-High Back Multi Tiler Chairs w/ Arms Black	Jun-13		\$ 2,219.88
		(4) Motorola Xoom 32Gb 10" Tablets (used)	Jul-13		\$ 835.28
		(3) Wireless Access Points & ethernet Injector	Jul-13		\$ 2,137.28

CITY OF TOPEKA CONTRACT NO. 45755

AMENDMENT NO. 1

to

CITY OF TOPEKA CONTRACT NO. 43396

This Amendment No. 1 to City of Topeka Contract No. 43396 is entered into this 22nd day of February, 2017, by and between the City of Topeka, hereinafter referred to as the "City," and the Topeka Performing Arts Center, Inc., hereinafter referred to as "TPAC."

WHEREAS, the City is a municipality duly organized and existing under the laws of the State of Kansas, with full lawful power and authority to enter into this Agreement by and through its governing body; and

WHEREAS, TPAC is a not-for-profit corporation organized pursuant to the laws of the State of Kansas; and

WHEREAS, TPAC operates and manages the Performing Arts Center pursuant to an agreement with the City (City of Topeka Contract No. 43396), hereinafter referred to as the "Contract;" and

WHEREAS, the parties wish to amend the Contract for purposes of establishing the terms and conditions pursuant to which the City will provide additional funding to TPAC.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the City and TPAC do hereby covenant and agree as follows:

1. A new subsection F shall be added to Article I of the Contract, as follows:

(F) Allocated Funds. The City has allocated funding for 2017 in the total amount of Three Hundred Thousand Dollars (\$300,000.00), hereinafter referred to as "Allocated Funds," which will be used for the following: General Operations; Technical/Production/Operation Equipment; Food & Beverage Equipment; Building Repair/Maintenance; Theater House Lamps/Lighting; Public Space and Meeting Room Lamps/Lighting; Uniform Vests and Shirts; and Website. TPAC must make an effort to expend the Allocated Funds on immediate facility needs for purposes of stabilizing operations.

Distribution. Two Hundred Seventy Thousand Dollars (\$270,000.00) of the Allocated Funds will be distributed by the City to TPAC in quarterly payments of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00). The first quarterly payment will be distributed upon Governing Body approval of Resolution No. 8859 (anticipated to occur on February 21, 2017). Each of the three subsequent quarterly payments will be distributed no later than the Friday following the Governing Body meetings held on April 11, 2017, July 11, 2017 and October 10, 2017, upon approval by the Governing Body of a Resolution that includes a

statement from the City's Finance Director (or designee) that she has received and declared as satisfactory:

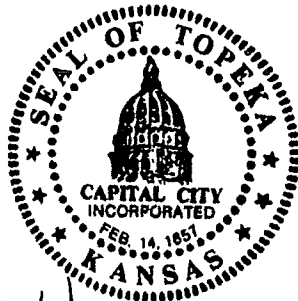
- Financial Statements;
- Six-Month Cash Flow Projections; and
- Quarterly Progress Reports (that include accomplishments and adherence to/satisfaction of the items listed in TPAC's 2017 Goals and Objectives, which are attached hereto and incorporated herein by reference as Exhibit A).

A fifth and final payment of Thirty Thousand Dollars (\$30,000.00) will be distributed by the City to TPAC during the last full week of December, 2017; *provided, however*, that TPAC has submitted sufficient evidence, as determined by the Finance Director (or designee), that TPAC has met or exceeded, through private fundraising efforts, its 2017 business sponsorship goal of Two Hundred Thousand Dollars (\$200,000.00).

2017 Annual Report. TPAC shall provide the City, through its Finance Director (or designee), with an annual report by no later than February 15, 2018. Said annual report shall include the same information required for the quarterly distribution of Allocated Funds, as set forth above, accompanied by an itemized list of the expenditures made with said funds.

2. All other provisions of the Contract that do not conflict with this amendment shall remain in full force and effect.
3. This amendment may be signed by faxed or electronic signature, which will be deemed an original signature. This amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date first above written.



ATTEST:

Brenda Younger
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Doug Gerber
Doug Gerber, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

2/22/17
DATE BY MF

TOPEKA PERFORMING ARTS CENTER, INC.

Jim Wempe
Jim Wempe, President

ATTEST:

Andy [Signature]

Exhibit A
TOPEKA PERFORMING ARTS CENTER
GOALS AND OBJECTIVES 2017

TPAC's goal is to provide high quality programming and services to our patrons with fiscal responsibility.

TPAC staff, with the guidance and assistance of the Board of Trustees, will address the following objectives:

- Create a diverse programming schedule that meets the needs of the three areas of concentration for TPAC
 - 1) Main Stage productions
 - Create a series of 5-8 performances with season subscription sales of 100 season tickets
 - Create Season Subscriptions for Friends of TPAC, corporations and individuals/households
 - 2) Civic/Community programming
 - Provide high quality programming that is based on a responsible budget with the goal of maximizing TPAC community involvement
 - 3) Educational programming
 - Review and evaluate TPAC's educational programs to develop partnerships with national and local educational partners
- Increase TPAC event days to 200 annually in 2017
- Increase Topeka Performing Arts Center attendance to 75,000 - FY '17
 - Actual attendance in FY '15 was 65,878
 - Attendance in FY '16 was 70,770
- Grow membership in the Friends of the Topeka Performing Arts Center Program to 200 individuals and households.
- Increase business sponsorship to \$200,000 – including but not limited to
 - Net from Fundraising Events
 - Direct Sponsorships
 - Revenue from Trusts and Endowments
 - Naming Rights
 - Grants
 - Other
- Implement comprehensive marketing and communications for TPAC events, activities and brand
- Create an environment for providing food & beverage in the lobby and Hills Festival Hall before the Series events
- Work to develop relationships with Downtown venues for pre- and post-event dining, beverages and experiences
- Work with the City to clarify and calendar City-managed facility improvements
- On a scheduled basis, review and evaluate effectiveness of programming practices and policies

1 **RESOLUTION NO. 8859**

2
3 A RESOLUTION introduced by Interim City Manager Doug Gerber approving an
4 agreement with the Topeka Performing Arts Center, Inc. (TPAC)
5 regarding funding for 2017 operational needs.
6

7 WHEREAS, Resolution No. 8833 authorized expenditures from excess funds in
8 the 2016 unreserved fund balances for certain items; and

9 WHEREAS, one of those approved expenditures was an amount not to exceed
10 \$300,000 for 2017 operational needs of the Topeka Performing Arts Center which was
11 to be distributed 'based on agreed terms'; and

12 WHEREAS, those terms have been negotiated and are ready to present to the
13 Governing Body for approval and authorization for execution by the interim city
14 manager.

15 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA THAT Amendment No. 1 to the original agreement with TPAC (City
17 of Topeka Contract No. 43396) which addresses the use of the funds, distribution and
18 reporting requirements is approved.

19 FURTHERMORE, the interim city manager is authorized to execute the
20 Amendment on behalf of the City.

21 ADOPTED and APPROVED by the Governing Body on February 21, 2017.

22
23
24
25
26
27 ATTEST:

28 *Brenda Younger*
29 Brenda Younger, City Clerk
30



CITY OF TOPEKA

Larry E. Wolgast
Larry E. Wolgast, Mayor



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 10, 2017

DATE:	October 10, 2017	
CONTACT PERSON:	Jason M Peek	DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 005 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

UPDATE on the pavement management program and discussion on planned program activities.

VOTING REQUIREMENTS:

Discussion Item Only

POLICY ISSUE:

Report provides update on planned program activities over the next three years based on 2018 Budget, 2018 Capital Improvement Plan and Pavement Condition Index (PCI) target.

STAFF RECOMMENDATION:

This item is an update on the pavement management program. No recommendations are needed at this time.

BACKGROUND:

The adopted 2018 City of Topeka Budget and Capital Improvement Plan reflect the goals of the pavement management program to improve the overall pavement condition of streets from a PCI score of 55 to a PCI score of 60 over the next ten years.

To achieve this goal, Public Works staff is implementing a Pavement Management Program (PMP). A PMP is an asset management framework used to effectively allocate resources to maximize the service life of pavements. The approach of a PMP places an emphasis on investing in the right mix of pavement management strategies over time to achieve desired PCI goals.

The different pavement management strategies fall into three categories:

1. Preventative Maintenance: these strategies include crack sealing, surface seals, and other non-structural techniques designed to extend the service life of existing pavements.
2. Major rehabilitation & reconstruction: these strategies include structural overlays, mill & overlays, complete reconstruction and other techniques that significantly improve or restore the original service life of a pavement.

3. Full Depth Repairs & Stop Gap work: These strategies include temporary repairs such as pothole patching and strategic full depth patching to address localized severe pavement failures.

To select the appropriate mix of strategies and develop project recommendations for the program, public works staff follows a multistep process.



This process will be repeated for each CIP cycle to update completed work, adapt to changing conditions, and improve coordination with other CIP projects and City Plans, such as SORT, Bikeways Masterplan, and other planning activities.

Staff has applied this process using the 2018 -2020 Capital Improvement Budget, ten-year CIP and desired PCI of 60. The results of this process provide a forecast of planned work for the next three years.

During 2018 – 2020, the planned work includes approximately 225 lanes miles of preventative maintenance work, approximately 60 lane miles of major rehabilitation and reconstruction, and 14 lane miles of full depth repairs.

The location of the preventative maintenance is shown in the Preventive Maintenance Plan. The first phase of this work will commence in November 2017, with an extensive crack sealing program. The crack sealing program will be followed by a surface sealing program in spring of 2018.

The initial model output for the major work items and full depth repairs is shown in the Proposed Major Work Locations. Some of these locations are already included in the 2018 CIP. The remaining locations will be reviewed and coordinated with other projects as part of the annual CIP process. The projects locations listed on this map may change through the review and coordination process.

BUDGETARY IMPACT:

No changes to current budgets are recommended with this report.

SOURCE OF FUNDING:

Pavement Management Program activities are funded through four primary sources:

1. Property Tax used for debt service on General Obligation Bonds - Funds major street rehabilitation, reconstruction, and widening projects.
2. Sales Tax (Countywide and Citywide)- Countywide sales tax funds specific projects and includes preventative maintenance, major street rehabilitation, reconstruction, and widening. Citywide sales tax funds multiple types of street repairs, including rehabilitation and reconstruction.
 1. Motor Fuel Tax Fund - These funds pay for the labor, material, equipment, and other operating costs of Transportation Operations -Street Maintenance Division. This division performs localized preventative maintenance and deferred maintenance/stop gap work.
 2. Federal Fund/State Funds are used to fund specific projects that typical include reconstruction, traffic capacity/mobility, and safety improvements.

ATTACHMENTS:

Description

Preventative Maintenance Plan

Proposed Major Work Locations

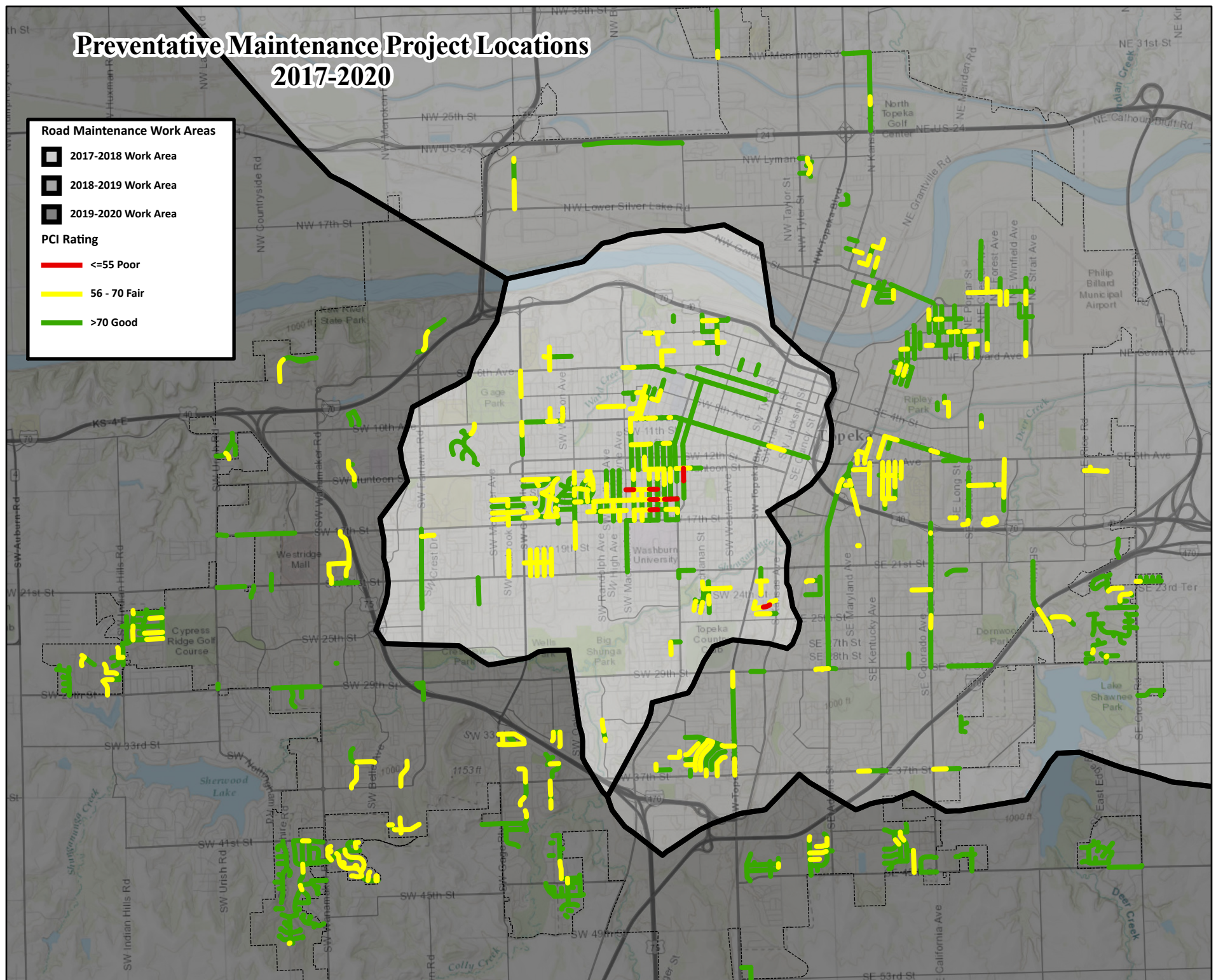
Preventative Maintenance Project Locations 2017-2020

Road Maintenance Work Areas

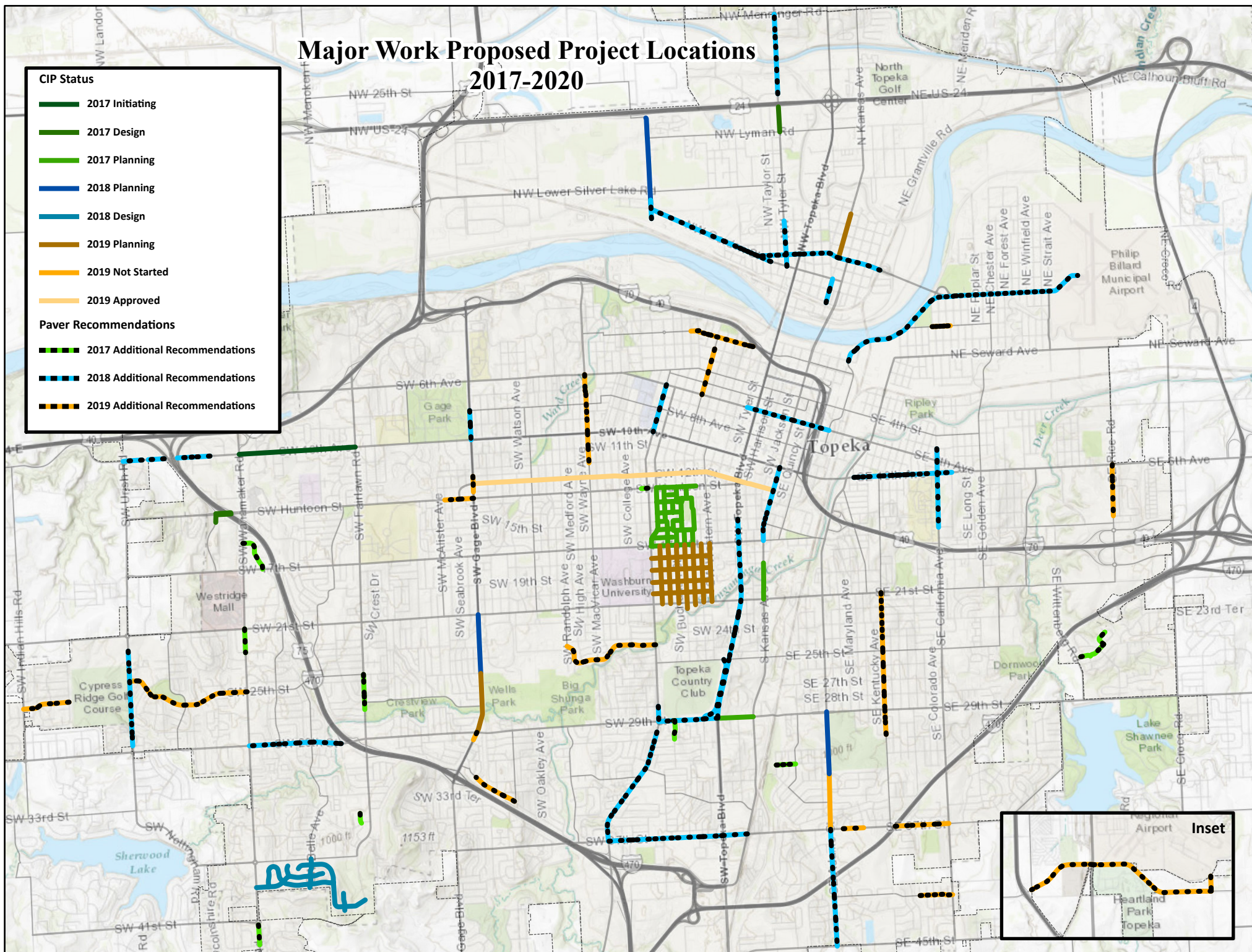
- 2017-2018 Work Area
- 2018-2019 Work Area
- 2019-2020 Work Area

PCI Rating

- <=55 Poor
- 56 - 70 Fair
- >70 Good



Major Work Proposed Project Locations 2017-2020





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 10, 2017

DATE:	October 10, 2017	
CONTACT PERSON:	Luther Ganieany, Police Legal Counsel	DOCUMENT #:
SECOND PARTY/SUBJECT:	Panhandling Regulations	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 005 Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

OVERVIEW of regulations pertaining to pedestrians who solicit contributions from vehicles (Panhandling).

VOTING REQUIREMENTS:

Discussion only. No action required by the Governing Body at this time.

POLICY ISSUE:

Update regarding the legal issues involved with individuals soliciting donations from the occupants of vehicles.

STAFF RECOMMENDATION:

Discussion only.

BACKGROUND:

Questions are frequently asked about what level of authority the City has to regulate individuals who position themselves on public rights-of-way for the purpose of soliciting employment, business or contributions from the occupants of vehicles – including those who are acting on their own behalf, as well as individuals or organizations who are acting on behalf of a particular charity or cause. Most inquiries involve concerns related to potential injury to individuals darting in and out of traffic and property damage inflicted by distracted drivers. Although these concerns are valid, they must be balanced against legal rules and considerations pertaining to the government regulation of protected speech.

BUDGETARY IMPACT:

Not applicable

SOURCE OF FUNDING:

Not applicable