



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

Governing Body Agenda

December 3, 2024
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

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

City Manager: Dr. Robert M. Perez

Addressing the Governing Body: Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes.

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

Agendas are available by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. APPOINTMENTS:

A. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the appointment of Sam Stallbaumer to the Board of Building and Fire Appeals for a term ending December 6, 2026. *(Resides in Shawnee County and operates business within City limits.)*

B. Board Appointment - Topeka Landmarks Commission

BOARD APPOINTMENT recommending the reappointment of Christine Steinkuehler to the Topeka Landmarks Commission for a term ending December 31, 2027. *(Council District No. 1)*

C. Board Appointment - Board of Mechanical Appeals

BOARD APPOINTMENT recommending the appointment of Jason Jones to the Board of Mechanical Examiners for a term ending December 3, 2026. *(Council District No. 2)*

D. Board Appointment - Metropolitan Topeka Airport Authority

BOARD APPOINTMENT recommending the appointment of Carlos Cortez to the Metropolitan Topeka Airport Authority Board for a three-year term ending November 30, 2027. *(Council District No. 6)*

E. Resolution - 2025 Topeka Land Bank Board of Trustees

RESOLUTION introduced by Councilmember Spencer Duncan approving the members of the Land Bank Board of Trustees.

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

(Approval would appoint Councilmember Spencer Duncan, Rhiannon Friedman, ShaMecha King-Simms, James Reardon and Manny Herron to the Topeka Land Bank Board of Trustees for a term ending December 31, 2025.)

3. CONSENT AGENDA:

A. Ordinance - Dynamic Core TIF District - Removing Neighborhood Revitalization Program Properties

ORDINANCE introduced by City Manager Dr. Robert M. Perez, removing certain real property from the Dynamic Core Redevelopment District.

(Approval would remove the listed properties from the Dynamic Core TIF District because the properties have been approved for participation in the neighborhood revitalization rebate program.)

B. MINUTES of the regular meeting of November 19, 2024

C. APPLICATIONS:

4. ACTION ITEMS:

A. Development Agreement - TGT Funds - Amendment

APPROVAL of the Amendment No. 1 to Contract No. 52270 between the City of Topeka and Downtown Topeka Foundation specifying the rights and responsibilities relating to the ice rink project.

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

(Approval of the Ice Rink development agreement amendment.)

B. Authorize Public Hearing Date - 2024 Budget Amendments

AUTHORIZING a public hearing date of December 17, 2024, for the purpose of hearing and answering objections of taxpayers relating to the proposed amendments to the 2024 Operating Budget.

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

(Approval authorizes publication of the Public Hearing Notice. Proposed amendments total \$3,080,000. An increase from \$130,581,319 to \$133,661,318.)

5. NON-ACTION ITEMS:

A. Discussion - Topeka Performing Arts Center, Inc. Agreement for Supplemental Operational Funding

DISCUSSION of operational funding agreement between the City of Topeka and the Topeka Performing Arts Center, Inc. (TPAC.)

(Approval will authorize the City Manager to sign and execute the contract, providing supplemental operational funding up to \$150,000 per year from the date of execution through December 31, 2026, with an option to renew for two additional two-year periods by mutual written agreement.)

B. Discussion - American Medical Response (AMR) Franchise Renewal

DISCUSSION concerning a nonexclusive franchise to American Medical Response to operate an ambulance service within the City of Topeka until December 31, 2025.

(Approval would renew the AMR franchise for 2025.)

6. PUBLIC COMMENT:

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7. ANNOUNCEMENTS:

8. 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.)

9. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Board of Building and Fire Appeals **PROJECT #:**
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Sam Stallbaumer to the Board of Building and Fire Appeals for a term ending December 6, 2026. *(Resides in Shawnee County and operates business within City limits.)*

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The City of Topeka Board of Building and Fire Appeals (BBFA) is responsible for reviewing and deciding on appeals relative to the application and interpretation of the currently adopted commercial and residential building and fire codes utilized within the Topeka jurisdiction. The BBFA has authority to hear and decide upon proposed alternatives, equivalencies and performance measures that may not be specifically prescribed by these codes. To be approved, any proposal must comply with the intent of the provisions of these codes. The BBFA does not have the authority to waive the requirements of these codes.

STAFF RECOMMENDATION:

Councilmember Kell nominates and Mayor Padilla recommends the reappointment of Sam Stallbaumer to the Board of Building and Fire Appeals for a two-year term that will end December 6, 2026. The position requires the member be a licensed architect and live within the city. Mr. Stallbaumer meets these requirements.

BACKGROUND:

This is a City-created board where the City Council nominates and the Mayor appoints. If no nominations are received, the Mayor may appoint.

The board shall be comprised of seven members who shall be currently licensed or engaged in or have substantial past experience in the following fields or professions: licensed professional engineer, licensed architect, licensed commercial contractor, or other experienced professional working in a field related to building construction. The board shall always consist of at least two engineers, two architects, and one contractor. A board member who is otherwise qualified but does not reside in the City may be appointed if the candidate resides in Shawnee County and is employed or operates a business within the City and will serve a two-year term.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

S. Stallbaumer - Reappt Application

City of Topeka Boards and Commissions Application

Submitted on	9 September 2024, 6:10PM
Receipt number	268
Related form version	8

Profile

First Name	Sam
Last Name	Stallbaumer
Email Address	samstallbaumer@kbsci.com
Street Address	1701 SW 41st Street
Suite or Apt	
City	Topeka
State	Kansas
Zip	66609
Are you a resident of the City of Topeka?	No
What district do you live in?	Other/Outside City Limits
Primary Phone	785 224 8249
Alternate Phone	785 266 4222
Employer	KBS Constructors, Inc.
Job Title	COO
Which Board would you like to apply for?	Board of Building and Fire Appeals
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission: I would like to continue to serve on the BBFA to give back to the communities that I work in and around, and to help with the duties of the board.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking. I have a bachelors degree in construction science and management from KSU and have worked in the commercial construction industry in Topeka/Shawnee County and the surrounding areas since 1997.

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.) I have the ICC credentials for Commercial General Contractors license.

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

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic


Gender Male

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

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

Your electronic signature



[Link to signature](#)

Alternative electronic signature

Notification to applicants for City Board/Commissions

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

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



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December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Topeka Landmarks **PROJECT #:**
Commission
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Christine Steinkuehler to the Topeka Landmarks Commission for a term ending December 31, 2027. (Council District No. 1)

VOTING REQUIREMENTS:

Majority vote of the City Council (5). Mayor does not vote.

POLICY ISSUE:

The purpose of the Landmarks Commission is to advise the city council on historic assets and to safeguard the architectural and cultural heritage of the community through the preservation of historic resources, historic landmarks and districts. The commission may carry out these duties through the identification, documentation and designation of historic assets; development and implementation of a historic preservation plan; administration of ordinances governing the designation, alteration and removal of historic assets; assistance with educational and incentive programs, economic development and tourism, and coordination of public and private historic preservation activities.

STAFF RECOMMENDATION:

Mayor Padilla recommends the appointment of Christine Steinkuehler for a three-year term that ends December 31, 2027.

BACKGROUND:

The Topeka Landmarks Commission is a nine member board and membership shall be comprised of people who have a demonstrated interest in historic preservation through their community and/or professional involvements. The members of the commission shall be drawn from such backgrounds as architecture, history, landscape architecture, architectural history, planning, archaeology, urban design, neighborhood and community

development, geography, real estate, law, finance, building trades or related areas.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C. Steinkuehler - Reappt. Application

City of Topeka Boards and Commissions Application

Submitted on	23 October 2024, 6:13AM
Receipt number	285
Related form version	8

Profile

First Name	Christine
Last Name	Steinkuehler
Email Address	christine@steinkuehler.net
Street Address	222 sw greenwood ave
Suite or Apt	
City	Topeka
State	Kansas
Zip	66606
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 1
Primary Phone	7855545436
Alternate Phone	7855545436
Employer	USD 501
Job Title	gifted facilitator
Which Board would you like to apply for?	Topeka Landmarks Commission
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

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

I have been on this board since 2016. I live in a historic property and have owned several. I have taken all architectural history classes offered at KU and attend continuing education when I can. Therefore I feel that I understand both the National Register guidelines and citizens perspectives.

Interests & Experiences

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

KSHS Tilden Grant--for research
ESU Special Education Graduate Student of the Year
2020-22 Kansas State Library Selection Committee Member
Friend of Bethany Place Gardens

I have been reading, researching and speaking about Topeka history for years, officially 17--that is when I began freelance writing for Sunflower Publications. I bring a depth of knowledge about the significance of buildings to local and state history.

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

Kansas 6-12 Social Studies teaching
Kansas K-12 Special Education --Gifted teaching license

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

[resume.docx](#)

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

Gender Female

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

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

Your electronic signature



[Link to signature](#)

Alternative electronic signature

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December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Board of Mechanical Examiners Appeals **PROJECT #:**
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Jason Jones to the Board of Mechanical Examiners for a term ending December 3, 2026. (Council District No. 2)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The Board of Mechanical Examiners reviews applications and approves the issuance of licenses in accordance with City Code. The board is empowered to hear and determine interpretations of applicable codes and to permit exceptions, variances or waivers.

STAFF RECOMMENDATION:

Councilmember Valdivia-Alcala nominates and Mayor Padilla recommends the appointment of Jason Jones to the Board of Mechanical Examiners for a term ending December 3, 2026. The position requires the member hold a mechanical master license. Mr. Jones meets these requirements.

BACKGROUND:

This is a City-created board where the City Council nominates and the Mayor appoints. The board shall be comprised of five members; two masters licensed in the particular trade, one engineer or equivalent practicing in the particular trade, and two persons who shall be a licensed journeyman, licensed master, or an engineer practicing in the particular trade. A board member who is otherwise qualified but does not reside in the City may be appointed if the candidate resides in Shawnee County and is employed or operates a business within the City and will serve a two-year term.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

J. Jones - Application & Resume

City of Topeka Boards and Commissions Application

Submitted on	8 November 2024, 5:20PM
Receipt number	291
Related form version	9

Profile

First Name	Jason
Last Name	Jones
Email Address	r1upon101@gmail.com
Street Address	1916 NE Monroe St.
Suite or Apt	
City	Topeka
State	Kansas
Zip	66608
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 2
Primary Phone	7854092450
Alternate Phone	
Employer	Lower
Job Title	Project Manager
Which Board would you like to apply for?	Board of Mechanical Appeals
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

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

I believe with my 20 plus years in all aspects of the construction industry and code experience would be an asset to our city. I try my best to give back to my community that has been so good to me and my career, I currently participate on IAPMO committees and as a board member for washburn tech. I currently hold a masters license in both Mechanical and plumbing and with to put my knowledge to benefit the citizens of the City of Topeka. Thank you for your consideration.

Interests & Experiences

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

I serve as a board member for wasburn tech
This past year i served on an IAPMO committee that was responsible for the addition of a new appendix concerning the introduction of hydrogen into natural gas systems. I have lectured at multiple University throughout Kansas covering topics associated with the Mechanical industry.

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

City of Topeka Master Mechanical license
City of Topeka Master Plumbing license
Both are current and up to date

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

[17311079467063513124212335188026.jpg](#)

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

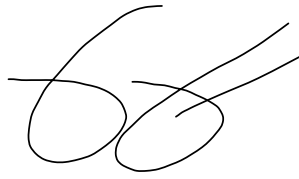
Gender Male

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

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

Your electronic signature

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

[Link to signature](#)

Alternative electronic signature

Notification to applicants for City Board/Commissions

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

Jason D. Jones

1916 NE Monroe St. • Topeka, KS 66608 • (785) 409-2450 • r1upon101@gmail.com

OBJECTIVE

I have over 20 years in the Building Construction industry as a certified master plumber and plumbing inspector. I have passed all the ICC residential building inspector exams, IAPMO residential and commercial plumbing and mechanical inspectors exams and keep my residential and keep my master plumbing and mechanical licensees current with the city of Topeka. I have a proven ability to read blueprints, drawings, and specifications to determine a client's requirements, and then to install and service those systems. Able to work in cooperation with other trades contractors, and owners, having an understanding of relevant building codes, legislation, and regulations. Working in the service industry I have proven sales and customer service skills. I am a very ambitious and outgoing person, I pay very close attention to detail. I have a very reliable network of highly qualified contractors and technicians at my disposal to help with any difficult situational questions that may arise. My service as an inspector has exposed me to how a city government works, including how the building permitting process works. I have great relationships with a lot of officials at the City of Topeka in varying departments, as well as some in Douglas County and the City of Lawrence.

Working in local government has taught me how to put my personal opinions aside and to objectively see both sides of every situation. I also am able to work closely and with the community to gain compliance in a calm demeanor. I love to learn and face new challenges head on! Ready and qualified for the next stage in a successful career.

Certifications:

UPC Commercial and Residential plumbing & mechanical Inspector Certified
ICC R5 Residential Combination Inspector Certified
ICC B1 Residential Building Inspector Certified
ICC M1 Residential Mechanical Inspector Certified
ICC P5 Plumbing Inspector Certified
ICC P1 Residential Plumbing Inspector Certified
ICC P2 Commercial Plumbing Inspector Certified
ICC E1 Residential Electrical Inspector Certified
UPC Residential and Commercial Plumbing Inspector Certified
Licensed Master Plumber & Mechanical licensed
Gastite Certified
Uponor Certified
Tracpipe Certified
ASSE 6020 Medical Gas Inspector
Experience with Cityworks and Bluebeam Software

WORK EXPERIENCE

Lower Plumbing & HVAC

11/2024- Present

Commercial HVAC project manager and estimator
Manage and estimate commercial HVAC projects.

Senior Plumbing Inspector, Multi-trade inspector

6/2017 - 11/2024

City of Topeka, Kansas

My job duties include ensuring that all adopted codes and ordinances are being adhered to, inspecting both commercial and residential projects from beginning to completion. Assisting architects, engineers and developers at all phases of their projects to ensure the project moves forward with minimal setbacks and problems. Helping homeowners with their repair and remodel jobs to obtain compliance and their home stays a safe home. Assisting the local trade board in reviewing the 2018 Uniform plumbing code for adoption. Reviewing plans for commercial buildings for compliance. Working together with other department within the city to make our city a safer place.

Licensed Plumber

10/2011 – 6/2018

Conrad Plumbing, Lawrence, KS United States

Performed plumbing services for Lawrence and Douglas County area, we plumb 2 to 3 new houses a year, we install process piping for local manufacturer plants in town, and we service the public and all their plumbing needs. Being in the service industry I have had to be a technician, salesman and customer service representative all in one, working with homeowners personally to answer and solve all of their concerns means I have to be likeable, presentable and efficient to ensure that not only they are happy with the results, but they will remember our company for their future needs. Plumbing duties include repair of fixtures and equipment, installing water heaters, designing layout and properly sizing of DWV, gas and water systems for new residential homes. Bathtub and shower repairs. Installing Victaulic piping systems and stainless steel process piping systems

Licensed Plumber

07/2009 - 10/2011

Simco Plumbing and Drain Cleaning, Laurel, Mississippi

Simco is primarily a fire protection company. We installed fire protection systems including sprinkler systems for several buildings on the University of Southern Mississippi campus as well as other commercial buildings in the area. On the weekends, we also did process piping for one of the major poultry processors in the area at several of their locations across the state of Mississippi. Some of the other duties performed were commercial drain cleaning and duct work and sheet metal fabrication. Plumbing duties included stainless steel high pressure and sanitary piping systems, manufacturing and installing drain pans under equipment that may contaminate food products, repairing broken drain lines and victolic systems.

Licensed Plumber

07/2008 - 08/2009

David Herring Contractors, Laurel, Mississippi

The company is a millwright company by trade. We worked in a transformer manufacturing plant, building various types of equipment for production including roller beds, multi-colored paint booth assemblies, automated sandblasting stations and other equipment. We would very frequently have to remove concrete to remove or install a piece of equipment where I learned to

finish concrete surfaces. I performed all the companies plumbing services. We also installed roofing and metal siding services (shingle and metal roofs).

Plumbing & Mechanical Apprentice/Journeyman

2002 - 2008

Pat L. McKenzie Inc., Ellisville, Mississippi

At McKenzie Inc., my plumbing career began. I started at the very bottom and worked my way up. The company would primarily build new buildings for the University of Southern Mississippi from the ground up. My job duties included the mechanical side of the company, running ductwork and also setting air handlers and cooling towers. Plumbing duties included installing DWV cast iron through 8 inch, installing copper piping systems up to 4 inch, pipe fitting for a welder installing iron pipe chilled and heating water lines through 8 inch, installing ADA complaint fixtures, obtained certifications to install medical gas systems, installed single room (fancoils units) heating/cooling units, threaded pipe gas lines. I was involved in building the new wing of Forrest County General Hospital as well.

Assistant

1998 - 2002

Johnny Maxey Construction, Ellisville, Mississippi

The company owner is a carpenter and handyman who does a little bit of everything. I assisted him in various tasks on the weekends and summers such as building porches, pouring concrete slabs, and even building new homes.

EDUCATION

South Jones High School Ellisville, Mississippi
High School Diploma

2002

SKILLS

- Read and understand blue prints
- Able to locate and resolve unsafe situations
- Wide area of expertise
- Dependable and Organized
- Articulate and Well-Spoken
- Customer Service Oriented
- Excellent planner and coordinator
- Works well under pressure
- Savvy in computer and other technologies
- Has a clear understanding of many code editions and able to render consistent interpretations

- Plan review
- Over 20 years of commercial and residential construction experience

References and Certifications available upon request



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December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Metropolitan Topeka **PROJECT #:**
Airport Authority
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Carlos Cortez to the Metropolitan Topeka Airport Authority Board for a three-year term ending November 30, 2027. *(Council District No. 6)*

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The MTAA has responsibility for development, improvement, operation and maintenance of public airport facilities in the city of Topeka and Shawnee County

STAFF RECOMMENDATION:

Mayor Padilla recommends the appointment of Mr. Cortez for a three-year term ending November 30, 2027.

BACKGROUND:

The board of directors shall consist of five members. Three members shall be registered voters and city residents who are appointed by the Mayor with the approval of the City Council. Two members shall be Shawnee County residents residing outside the Topeka city limits and are appointed by the Shawnee County Commission.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C. Cortez - Application & Resume

City of Topeka Boards and Commissions Application

Submitted on 15 November 2024, 2:42PM
Receipt number 299
Related form version 9

Profile

First Name Carlos

Last Name Cortez

Email Address cortez@corteztc.com

Street Address 743 SW Webster Ave

Suite or Apt

City Topeka

State Kansas

Zip 66606

Are you a resident of the City of Topeka? Yes

What district do you live in? District 6

Primary Phone 785-806-5466

Alternate Phone 785-233-5466

Employer Cortez Transportation Company, Inc.

Job Title CEO / President

Which Board would you like to apply for? Metropolitan Topeka Airport Authority

Are you a registered voter? Yes

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

Which department do you work for?

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

Who are you related to and how are you related?

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

Please explain the litigation and your role in it:

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

Please explain your delinquent payment situation.

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

I feel with over 25 years of experience in the transportation industry I can provide a good amount of knowledge and a fresh perspective. I have worked with MTAA and it's staff and tenants throughout my years in the transportation business, therefore I am familiar with many aspects of the past and current operations of MTAA. I am passionate about the transportation industry and my community.

Interests & Experiences

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

I am a graduate of Shawnee Heights High School & attended Washburn University. I've been in the passenger transportation business for 25 years; opening my own business 20 years ago. As a member of the National Limousine Association, I have access to a worldwide network. My business received the MANA de Topeka Economic Development award in 2016, the 2019 Minority Owned Business of Distinction from GTP, 2023 KS Minority-Owned Business of the Year for Service Industry, and was a finalist in 2024.

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

Our Company maintains good standing with the Federal Motor Carrier Safety Administration to operate in interstate commerce within the U.S. and we have earned the Accredited Business rating with the Better Business Bureau. We are also a certified Minority Owned Enterprise as well as Disadvantage Business Enterprise.

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

[CCortez Resume.pdf](#)

Voluntary Self Identification

Ethnicity Hispanic

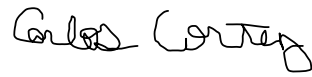
Gender Male

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

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

Your electronic signature



[Link to signature](#)

Alternative electronic signature

Notification to applicants for City Board/Commissions

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

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

Carlos A. Cortez

743 SW Webster Avenue □Topeka, KS 66606 □(785) 806-5466

PROFILE

- Over 25 years of building services
- Over 20 years of small business ownership
- Highly motivated with a proactive and positive attitude
- Excellent organizational skills and the ability to adapt to change
- Ability to handle multiple projects and meet deadlines under pressure
- Self-motivated and capable of working independently or on a team

EXPERIENCE

CORTEZ TRANSPORTATION COMPANY, INC., Owner/Operator, Topeka, KS; August 2004 - present

- Responsible for day-to-day operations, including taking reservations, agreement and contract negotiations, scheduling drivers, financial transactions, and customer service
- Manage fleet procurement, maintenance, and repair
- Manage safety and training programs for all staff
- Driving

STATE OF KANSAS, KANSAS INSURANCE DEPARTMENT, Building Service Technician,

Topeka, KS; December 2008 to November 2023

- Daily building operation and maintenance, including carpentry, electrical, heating and cooling, small equipment repair, landscaping and plumbing
- Mailroom operations

STATE OF KANSAS, KANSAS INSURANCE DEPARTMENT, Building Service Technician,

Topeka, KS; March 1999 – December 2008

- Daily building operation and maintenance, including carpentry, electrical, heating and cooling, small equipment repair, landscaping and plumbing
- Administration of OSHA, ADA, Fire and Safety Codes
- Preparation of budget estimates and proposal presentations
- Supervise the grounds, mailroom and work of outside vendors and contractors
- Long-range plan and timetable maintenance of the building and grounds consistent with five-year capital improvement budget

UNIVERSITY OF KANSAS, Electrician I, Lawrence, KS; February 1999 – March 1999

- Performed electrical duties, such as re-wiring
- Required ability to read and execute blueprints extensively and knowledge of current electrical codes
- General electrical duties as well as replacement of industrial transformers

UNIVERSITY OF KANSAS, Landscaping, Lawrence, KS; August 1998 – February 1999

- Maintenance of campus landscape and grounds
- Maintained small grounds equipment and some heavy equipment repair

UNIVERSITY OF KANSAS, Facilities Management, Lawrence, KS; April 1998 – August 1998

- Performed preventative maintenance and repair on small and large mechanical equipment

PADILLA ELECTRICAL, Laborer, Topeka, KS; November 1997 – December 1998

KAW VALLEY HARDWOOD FLOORING, Laborer, Topeka, KS; August 1997 – December 1997

DILLON'S, Stocker, Topeka, KS; July 1997 – August 1997

HILL'S PET NUTRITION, Technician II, Topeka, KS; September 1994 – June 1997

- Production machinery operation
- Forklift operation

WIBW-TV, Audio Technician/Camera Operator, Topeka, KS; October 1983 – September 1994

- Responsible for audio during the 5:00, 6:00 and 10:00 p.m. news broadcasts and various other productions
- Operating camera and production equipment
- Maintaining studio lighting for programs
- Worked with satellites and SkyEye reports
- Commercial production
- TV programming with WIBW, ESPN, Primetime, QVC, NBC, and FOX

GREGG GOODYEAR TIRE, Laborer, Topeka, KS; 1983 – October 1984

- Operation of tire press
- General repair duties
- Deliveries
- Customer Service

KSNT-TV, Photographer, Topeka, KS; 1981 – 1983

- Operation of camera equipment during news broadcast
- On-scene shots
- Editing footage
- Some interviewing of the public

EDUCATION

Washburn University, Topeka, KS; 1982-1984

Shawnee Heights High School, Tecumseh, KS; graduated 1982



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Topeka Land Bank **PROJECT #:**
Board of Trustees
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Spencer Duncan approving the members of the Land Bank Board of Trustees.

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

(Approval would appoint Councilmember Spencer Duncan, Rhiannon Friedman, ShaMecha King-Simms, James Reardon and Manny Herron to the Topeka Land Bank Board of Trustees for a term ending December 31, 2025.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

The land bank shall serve the public purpose of providing for the orderly, planned and reutilization of abandoned, tax foreclosed or otherwise underutilized properties.

STAFF RECOMMENDATION:

Mayor Padilla is recommending the appointments of Councilman Spencer Duncan, Rhiannon Friedman, ShaMecha King-Simms, James Reardon and Manny Herron to the Topeka Land Bank Board of Trustees to fill terms expiring December 31, 2025.

BACKGROUND:

The Board shall consist of five members who reside within the boundaries of the City or Shawnee County. One member shall be a member of a neighborhood improvement association established pursuant to TMC 2.25.050;

one member shall be an employee of the City designated by the city manager; one member shall be a City Council member; and two members shall be At-Large members. Board members shall be appointed by the Mayor and approved by the City Council. Terms of office shall be as follows: (1) From date of appointment to December 31, 2025. Members may be reappointed to serve one or more (one-year) terms commencing on January 1, 2025 and January 1, 2026. The land bank ordinance expires on 12/31/2026.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. _____

A RESOLUTION introduced by Councilmember Spencer Duncan approving the members of the Land Bank Board of Trustees

WHEREAS, Sec. 2.260.030 of the Topeka Municipal Code provides that the five-member Land Bank Board of Trustees ("Board") consists of: (1) a member of a neighborhood improvement association ("NIA"); (2) a City employee designated by the City Manager; (3) a City Council member; and (4) two residents of either the City or Shawnee County; and

WHEREAS, such Board members have been appointed by the Mayor and must now be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT the following individuals are approved for a term ending on December 31, 2025: (1) ShaMecha King-Simms; (2) Rhiannon Friedman, (3) Councilmember Spencer Duncan, and (4) James Reardon and Manny Herron.

ADOPTED and APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Amanda Stanley, City Attorney **DOCUMENT #:**
SECOND PARTY/SUBJECT: Dynamic Core TIF **PROJECT #:**
Redevelopment District
- Removal of Property
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: Discussion: 11/19/2024 **JOURNAL #:**
 PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez, removing certain real property from the Dynamic Core Redevelopment District.

(Approval would remove the listed properties from the Dynamic Core TIF District because the properties have been approved for participation in the neighborhood revitalization rebate program.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to comply with Ordinance No. 20228's requirement that the Governing Body remove properties from the Dynamic Core TIF District that meet the criteria for a property tax rebate in accordance with the Neighborhood Revitalization Program (NRP)

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the ordinance as part of the consent agenda.

BACKGROUND:

The ordinance establishing the Dynamic Core (downtown) TIF District requires that the Governing Body remove properties from the TIF if the properties meet the criteria for the NRP. Seven properties meet that criteria. As such, they should be removed from the District.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

Cover Memo - A. Stanley 11-19-2024

1 (Published in the Topeka Metro News on _____)

2 ORDINANCE NO. _____

3 AN ORDINANCE introduced by City Manager Robert M. Perez, Ph.D. removing
4 certain real property from the Dynamic Core Redevelopment
5 District.
6

7 WHEREAS, Ordinance No. 20228 – which establishes the Dynamic Core
8 Redevelopment District (“District”) – requires the Governing Body to remove properties
9 from the District that meet the criteria for a property tax rebate in accordance with a
10 Neighborhood Revitalization Program (“NRP”); and

11 WHEREAS, the properties located in the District have satisfied the requirements for
12 securing an NRP rebate; and

13 WHEREAS, K.S.A. 12-1771(g) authorizes the Governing Body to remove real
14 property from a redevelopment district.

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

17 Section 1. The following properties are removed from the District:

18 909-911 S. Kansas Ave. (Schultz Development LLC)

19 1015 SE Monroe St. (Kanza OZ LLC)

20 222 SW 7th St. (Wheat State Real Estate)

21
22 Section 2. The City Clerk is directed to provide a copy of the Ordinance to the
23 County Clerk.

24 Section 3. This Ordinance shall take effect and be in force from and after its
25 passage, approval and publication in the official city newspaper.
26

27 PASSED and APPROVED by the Governing Body on _____.

28 CITY OF TOPEKA, KANSAS

29

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Michael Padilla, Mayor

34 ATTEST:

35

36

37

38

39 _____
Brenda Younger, City Clerk



CITY OF TOPEKA

Legal Department
215 SE 7th Street, Room 353
Topeka, KS 66603

Amanda Stanley, City
Attorney
Tel: (785) 368-3883

MEMORANDUM

To: Mayor Padilla; City Councilmembers; Robert M. Perez, Ph.D., City Manager
From: Amanda Stanley, City Attorney
Re: Dynamic Core TIF District (Removal of Neighborhood Revitalization (NR) Properties)
Date: November 19, 2024

The item on the December 3, 2024 agenda addressing removal of Neighborhood Revitalization Program (NRP) properties from the Dynamic Core Tax Increment Financing (TIF) District is a matter that has been presented on prior agendas, the last time in September 2023. The purpose of this memo is just a refresher.

The NRP provides property tax rebates for certain properties that meet the Plan's criteria. The goal is to encourage property owners to improve their properties and increase the tax base. If the improvements result in an increase in property taxes, the owner receives a portion of the increase as a rebate over a period of time.

The Tax Increment Financing (TIF) statutes also facilitate improvements to real property by capturing the increased property taxes. K.S.A. 12-1775. In essence, tax proceeds garnered as a result of the base year valuation – prior to establishment of the District – are distributed to the various taxing subdivisions. Any increase in property tax proceeds arising from a TIF Project is distributed to the City for reimbursement of Project costs.

As the TIF statutes preclude tax rebates for an NRP property, the Dynamic Core TIF District, established by the Governing Body almost five years ago, provides that the Governing Body 'shall remove properties from the District that meet the criteria for a property tax rebate in accordance with a neighborhood revitalization program.' Ordinance No. 20228.

The three properties identified in the ordinance are eligible for the NRP and, as such, should be removed from the TIF District.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Amanda Stanley, City Attorney
DOCUMENT #:
SECOND PARTY/SUBJECT: Transient Guest Tax funds
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of the Amendment No. 1 to Contract No. 52270 between the City of Topeka and Downtown Topeka Foundation specifying the rights and responsibilities relating to the ice rink project.

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

(Approval of the Ice Rink development agreement amendment.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

STAFF RECOMMENDATION:

Staff recommends that the Governing Body move to approve

BACKGROUND:

The Transient Guest Tax Committee has been discussing what action to take with the undistributed transient guest tax dollars the City has due to Evel Knievel's departure. The Committee recommends dedicating current and future undistributed funds that Evel Knievel would have received to the Downtown Topeka Foundation for building an ice-skating rink directly north of Evergy Plaza, contingent upon an agreed-upon development contract between the City and the Downtown Topeka Foundation.

BUDGETARY IMPACT:

Evel Knievel Undistributed Funds	2024 Projected	2025 Projected	2026 Projected	2027 Projected
Yearly Revenue	\$ 94,923	\$ 30,000	\$ 30,000	\$ 30,000
Running Total	\$ 94,923	\$ 124,923	\$ 154,923	\$ 184,923

SOURCE OF FUNDING:

Undistributed Transient Guest Tax Funds

ATTACHMENTS:

Description

Ice Rink Amendment Agreement

Agreement No. 52270-July 30, 2024

Excerpt-TGT Committee Meeting-November 13, 2024

Referral Report- TGT Committee Meeting-November 13, 2024

CITY OF TOPEKA CONTRACT NO. _____

AMENDMENT NO. 1 TO CITY OF TOPEKA CONTRACT NO. 52270

1 This Amendment No. 1 to City of Topeka Contract No. 52270 is entered into on
2 this day, _____, by and between the City of Topeka, Kansas, a duly organized
3 municipal corporation, hereinafter referred to as "City" and Downtown Topeka
4 Foundation, a Not For-Profit Corporation, hereinafter referred to as "Grantee."

5 WHEREAS, City and Grantee entered into City of Topeka Contract No. 52270 to
6 provide for a Development Agreement for the use of Transient Guest Tax develop plans
7 and construct an ice rink in the Evergy Plaza area of the City of Topeka; and

8 WHEREAS, the parties desire to amend City of Topeka Contract No. 52270.

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

11 Section 1. Paragraph 1(b) of City of Topeka Contract No. 52270 is hereby
12 specifically amended to state the following:

13 **1. Funding Allocation; Distribution and Use**

14 (b) Use. The Allocated Funds will be used to acquire land, prepare
15 architectural/design plans, construct and support the year-round development and
16 programming needs associated with the Project. The Grantee shall use the Allocated
17 Funds only for the Project. Any changes to the scope of the Project pertaining to the use
18 of Allocated Funds shall be approved by the City Manager, or his/her designee.

19 In order to ensure that the Allocated Funds are used only for the Project, and as
20 specified in this Agreement, the Grantee shall provide a progress report every six (6)
21 months to the City Manager or his/her designee, in a form acceptable to the City. Each

22 progress report shall identify expenditures of Allocated Funds and progress toward
23 completion of the Project.

24 The first report shall be due six (6) months from the date of execution of this
25 Agreement and shall cover progress in fundraising efforts and planning and design of the
26 facility during the first six (6) months of the Project. The final report shall be due six (6)
27 months after completion of the Project and include the plans and specifications to
28 complete the Project. The City reserves the right to audit financial documents relative to
29 the Project at any time during this Agreement and to request reimbursement for
30 expenditures determined to be improper, unauthorized or unsubstantiated. The City shall
31 have sole authority in this regard and shall base its decision upon reports submitted or,
32 in the alternative, the absence of documents to substantiate expenditures.

33 If at the end of the first six (6) month project report, no progress in fundraising
34 efforts and planning and design of the facility has been made toward the Project, any
35 portion of the distributed TGT funds shall be re-allocated back to the City for consideration
36 of other uses of the TGT funds.

37 Section 2. Paragraph 2 of City of Topeka Contract No. 52270 is hereby
38 specifically amended to state the following:

39 **2. Project Installation Costs.** Distribution of the Allocated Funds will be
40 contingent upon the Grantee's compliance with use of all the Allocated Funds toward the
41 2025 Ice Rink Initial Installation and 2026 Final Installation costs more fully set out in
42 ***Exhibit A***, which is attached hereto and incorporated herein by reference, (hereinafter
43 "Installation Costs"). The City has no obligation to fund any additional funds. The Grantee
44 must submit documentation to the City Manager, or his/her designee, confirming that it

45 has secured all of the remaining funds for the Installation Costs not covered by the City's
46 Allocated Funds. This documentation must be submitted by February 1, 2025, and the
47 City shall have sole discretion in determining whether or not the documentation is
48 acceptable for all purposes associated with the distribution of the Allocated Funds to
49 assist with the Project.

50 Section 3. Paragraph 3 of City of Topeka Contract No. 52270 is hereby
51 specifically amended to state the following:

52 **3. Project Design and Construction; Timeline.** Distribution of the Allocated
53 Funds will be contingent upon the Grantee's compliance with the various deadlines and
54 milestones established in the Project design and construction documents. The Grantee
55 will provide design and construction documents for the Project to the City Manager, or
56 his/her designee, as documented in Grantee's progress reports as submitted in Section
57 1(b) of this Agreement as well as any additional information demonstrating that the Project
58 is on schedule and/or proceeding in a timely manner considering all of the facts and
59 circumstances involved.

60 Section 4. Paragraph 7 of City of Topeka Contract No. 52270 is hereby
61 specifically amended to state the following:

62 **7. Project Completion.** The Grantee shall complete the Project within no
63 later than January 1, 2026. The City may extend the completion date at the request of the
64 Grantee with thirty days written notice and the City may grant an extension if continuing
65 to receive satisfactory progress reports as submitted in Section 1(b) of this Agreement.
66 Any request for an extension of time shall be submitted to the City Manager, who shall
67 submit the request to the TGT Committee. The TGT Committee, after providing the

68 Grantee with the opportunity to be heard, will make a recommendation to the Governing
69 Body as to whether or not to grant or deny the request for extension with or without
70 conditions; although requests shall not be denied unless for good cause.

71 Section 5. Exhibit A of City of Topeka Contract No. 52270 is hereby specifically
72 amended to state the following:

73 **EXHIBIT A**

74 **Installation Costs**

75 The amount of TGT Funds requested is a maximum of \$167,000.00 with
76 approximately \$94,000.00 allocated in 2025 to design and construct the Project with the
77 remainder \$73,000.00 available for 2026 the Project Final Installation Costs. The Grantee
78 will raise and furnish any additional funds necessary to complete the Project.

	2025 Ice Rink Initial Installation (Temporary Base)	2026 Ice Rink Final Installation (Concrete Base)
Chillers, Dasher Boards, Ice Mat	\$ 218,204	\$ (15,000)
Permanent Site Work	\$ 280,647	\$ 175,200
Ice Skates	\$ 8,716	\$ -
Skate Storage	\$ 5,000	\$ -
Rubber Mats	\$ 10,000	\$ -
Benches	\$ 5,000	
Ticket Booth	\$ 15,000	\$ -
Contingency (8%)	\$ 43,405	\$ 12,816
Total Acquisition Cost	\$ 585,973	\$ 173,016

79 Section 6. All other terms and conditions of City of Topeka Contract No. 52270
80 not specifically amended herein shall remain in full force and effect.

81 IN WITNESS WHEREOF, the parties have hereto executed this Amendment as of
82 the day and year first above written.

CITY OF TOPEKA, KANSAS

Robert M. Perez, Ph.D., City Manager

ATTEST:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

Downtown Topeka Foundation

Kenneth Scott, President



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 30, 2024

DATE: July 30, 2024
CONTACT PERSON: Amanda Stanley, City Attorney DOCUMENT #: 9568
SECOND PARTY/SUBJECT: Transient Guest Tax funds PROJECT #: Contract # 52270
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: 7/30/24 JOURNAL #: 2024
Approved Reso & Dev Agreement PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmembers Kell, Miller, and Hoferer sitting as the Transient Guest Tax Committee, to reallocate remaining transient guest tax funding from the Evel Knievel Museum to the Downtown Topeka Foundation Ice Rink.

DEVELOPMENT AGREEMENT between the City of Topeka and Downtown Topeka Foundation specifying the rights and responsibilities relating to the ice rink project.

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

(Approval of the resolution and development agreement will transfer the current undistributed fund balance and future TGT collections to the Downtown Topeka Foundation in accordance with the agreement.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

STAFF RECOMMENDATION:

Staff recommends that the Governing Body move to approve

BACKGROUND:

The Transient Guest Tax Committee has been discussing what action to take with the undistributed transient guest tax dollars the City has due to Evel Knievel's departure. The Committee recommends dedicating current and future undistributed funds that Evel Knievel would have received to the

Downtown Topeka Foundation for building an ice-skating rink directly north of Evergy Plaza, contingent upon an agreed-upon development contract between the City and the Downtown Topeka Foundation.

BUDGETARY IMPACT:

Evergreen Undistributed Funds	2024 Projected	2025 Projected	2026 Projected	2027 Projected
Yearly Revenue	\$ 94,923	\$ 30,000	\$ 30,000	\$ 30,000
Running Total	\$ 94,923	\$ 124,923	\$ 154,923	\$ 184,923

SOURCE OF FUNDING:

Undistributed Transient Guest Tax Funds

ATTACHMENTS:

Description

- Resolution
- Development Agreement
- Committee Report-July 23, 2024
- Minutes Excerpt - May 23, 2024
- Finance Memo
- Proposal

CITY OF TOPEKA CONTRACT NO. 52270

DEVELOPMENT AGREEMENT

1 THIS DEVELOPMENT AGREEMENT (hereinafter the “Agreement”) is hereby
2 made and entered into this 30th day of July, 2024, by and between the City of Topeka, a
3 duly organized municipal corporation (hereinafter referred to as the “City”) and the
4 Downtown Topeka Foundation, a Not For-Profit Corporation (hereinafter referred to as
5 the “Grantee”).

6 WHEREAS, transient guest taxes (hereinafter referred to as “TGT”) may be
7 imposed on individuals who occupy hotel and motel rooms for short durations; and

8 WHEREAS, the funds generated by the TGT may be used for convention and
9 tourism activities and to promote the general welfare of the City, including the attraction
10 of industry; and

11 WHEREAS, the City currently imposes a Seven Percent (7%) TGT; and

12 WHEREAS, on August 30, 2003, the governing body of the City of Topeka
13 (hereinafter “Governing Body”), via Resolution No. 7253, allocated One Percent (1%) of
14 the TGT for a period of Thirteen (13) years for historic preservation and the development
15 of the Great Overland Station, including Riverfront Park and extended by the governing
16 body on October 20, 2015 by a period of Twelve (12) years via Resolution No.8732; and

17 WHEREAS, via Resolution No. 8732, the City allocated \$300,000.00 over a period
18 of Twelve (12) years to provide funding for the Evel Knievel Museum subject to the terms
19 and conditions contained in the Resolution and Development Agreement; and

20 WHEREAS, the Evel Knievel Museum has ceased operations within the City of
21 Topeka prior to the end and disbursement of the allocated funds; and

22 WHEREAS, the Grantee has made a request for the remaining Evel Knievel TGT
23 funds to develop plans and construct an ice rink (hereinafter "Project") in the Evergy Plaza
24 area; and

25 WHEREAS, the City's Transient Guest Tax Committee (hereinafter "TGT
26 Committee"), consisting of Council Members Kell, Miller and Hoferer, reviewed the
27 request to re-allocate the funds to the Grantee; and

28 WHEREAS, on May 23, 2024, the TGT Committee adopted Grantee's request for
29 the Project to re-allocate approximately \$167,000.00 through the end of the original
30 twelve (12) year period through the end of 2027; and

31 WHEREAS, the parties desire to enter into this Agreement for the purpose of
32 specifying the rights and responsibilities relating to the project and the corresponding
33 disbursement of TGT funds; in accordance with the specific requirements set forth herein,
34 Resolution No. 8730 and any applicable provisions of the Topeka Municipal Code.

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

37 **1. Funding Allocation; Distribution and Use.** Subject to the terms and
38 conditions contained in this Agreement and in Resolution No. 9568, the City will allocate
39 the total amount of One Hundred Sixty-Seven Thousand Dollars (\$167,000.00),
40 (hereinafter "Allocated Funds") Project funding request application made orally during the
41 May 23, 2024 Transient Guest Tax Committee meeting. Upon approval of the annual
42 budget by the Governing Body, the City's chief financial officer (or his/her designee) will
43 determine the appropriate amount based upon estimated revenues.

44 (a) Distribution. The Allocated Funds will be distributed over the
45 remaining three (3)-year period, beginning August 1, 2024 and continuing through

46 fiscal year 2027, or until the maximum expenditure of the original amount of Three
47 Hundred Thousand Dollars (\$300,000.00) now approximately One Hundred Sixty-
48 Seven Thousand Dollars (\$167,000.00) has been met, whichever is earlier;
49 provided, however, that all terms and conditions of this Agreement are fully and
50 completely adhered to throughout the duration of the 12-year investment period.
51 The Allocated Funds will be distributed quarterly, beginning in August 2024, based
52 upon the *approximate* percentage of allocation approved by the TGT Committee;
53 around Seventy-Two Percent (72%).

54 (b) Use. The Allocated Funds will be used to acquire land, prepare
55 architectural/design plans, construct and support the year-round development and
56 programming needs associated with the Project. The Grantee shall use the
57 Allocated Funds only for the Project. Any changes to the scope of the Project
58 pertaining to the use of Allocated Funds shall be approved by the City Manager,
59 or his/her designee.

60 In order to ensure that the Allocated Funds are used only for the Project,
61 and as specified in this Agreement, the Grantee shall provide a progress report
62 every six (6) months to the City Manager or his/her designee, in a form acceptable
63 to the City. Each progress report shall identify expenditures of Allocated Funds
64 and progress toward completion of the Project.

65 The first report shall be due six (6) months from the date of execution of this
66 Agreement and shall cover the first six (6) months of the Project. The final report
67 shall be due six (6) months after completion of the Project and include the plans
68 and specifications to complete the Project. The City reserves the right to audit
69 financial documents relative to the Project at any time during this Agreement and

70 to request reimbursement for expenditures determined to be improper,
71 unauthorized or unsubstantiated. The City shall have sole authority in this regard
72 and shall base its decision upon reports submitted or, in the alternative, the
73 absence of documents to substantiate expenditures.

74 If at the end of the first six (6) month project report, no progress has been
75 made to plan and begin construction of the Project, any portion of the distributed
76 TGT funds shall be re-allocated back to the City for consideration of other uses of
77 the TGT funds.

78 **2. Project Installation Costs.** Distribution of the Allocated Funds will be
79 contingent upon the Grantee’s compliance with use of all the Allocated Funds toward the
80 2024 Ice Rink Initial Installation and 2025 Final Installation costs more fully set out in
81 ***Exhibit A***, which is attached hereto and incorporated herein by reference, (hereinafter
82 “Installation Costs”). The Grantee must submit documentation to the City Manager, or
83 his/her designee, confirming that its application for the restoration match referenced in
84 the Installation Costs has been approved, as well as documentation confirming that it has
85 received all, or a sufficient portion of, the private funds referenced in the Installation Costs.
86 This documentation must be submitted by December 31, 2024, and the City shall have
87 sole discretion in determining whether or not the documentation is acceptable for all
88 purposes associated with the distribution of the Allocated Funds to assist with the Project.

89 **3. Project Design and Construction; Timeline.** Distribution of the Allocated
90 Funds will be contingent upon the Grantee’s compliance with the various deadlines and
91 milestones established in the Project design and construction documents. The Grantee
92 will provide design and construction documents for the Project to the City Manager, or
93 his/her designee, by December 31, 2024, as well as any additional information

94 demonstrating that the Project is on schedule and/or proceeding in a timely manner
95 considering all of the facts and circumstances involved.

96 **4. Project Operating Plan; Economic Benefits, Impact.** The City's goal with
97 this funding commitment is to support a viable project that will produce an economic return
98 at the conclusion of the investment. Distribution of the Allocated Funds will be contingent
99 upon the Grantee developing an operating plan for the Project, (hereinafter "Operating
100 Plan"), identifying strategy, budget and various performance metrics by and through
101 which the Grantee will realize the anticipated economic impact of the Project set forth in
102 its original application for TGT funding. The Grantee will provide the Operating Plan to
103 the City Manager, or his/her designee, by December 31, 2024, as well as any additional
104 information demonstrating that the Project is being operated in a manner geared toward
105 generating an economic benefit to the community.

106 **5. Independent Auditor's Report.** Upon request, the Grantee shall provide
107 to the City an independent auditor's report covering the period of this Agreement. The
108 cost of such an audit shall be borne by the Project.

109 **6. Inspection and Audit of Grantee's Records.** The City, through its
110 authorized agents, shall be entitled to inspect and audit the books and records of the
111 Grantee for compliance with the terms of this Agreement. The Grantee shall cooperate
112 fully with all such inspection and audit requests.

113 **7. Project Completion.** The Grantee shall complete the Project within no later
114 than one year following the date of execution of this Agreement. Any request for an
115 extension of time shall be submitted to the City Manager, who shall submit the request to
116 the TGT Committee. The TGT Committee, after providing the Grantee with the
117 opportunity to be heard, will make a recommendation to the Governing Body as to

118 whether or not to grant or deny the request for extension with or without conditions;
119 although requests shall not be denied unless for good cause.

120 **8. Termination; Repayment of Allocated Funds.**

121 (a) This Agreement shall terminate upon the earliest of: the Grantee's
122 completion of the Project and submission of all reports required by the City; or
123 effective January 1, 2028; or if the Grantee fails to comply with any terms contained
124 in Resolution No. 9568, or any of the terms of this Agreement.

125 (b) The City may require the Grantee to repay all or any portion of the
126 Allocated Funds if any of the following occurs: (i) Expenditures are determined to
127 be improper, unauthorized or unsubstantiated; (ii) Grantee fails to allow inspection
128 and audit of Project records in accordance with the terms of this Agreement; (iii)
129 The Project is not completed within time period provided in this Agreement and no
130 extensions of time are granted; (iv) the Grantee fails to provide City staff with
131 access for purposes of inspecting the work being done on the Project that is the
132 subject of this Agreement; (v) the Grantee fails to comply with applicable building
133 codes, including the securing of any permits required by ordinance; and/or the
134 Grantee fails to comply with the terms of this Agreement.

135 **9. Open to Public; City Participation Noted.** Upon completion of the Project
136 funded pursuant to this Agreement, the Grantee shall ensure that the Project is open to
137 the public on a regularly scheduled basis. This requirement shall survive the termination
138 of the Agreement. Any reports, brochures, advertisements, news releases shall
139 recognize the participation of the City in providing funding.

140 **10. Compliance with State and Local Laws.** The Grantee shall comply with
141 all applicable City ordinances and state laws and shall secure all appropriate permits.

142 The Grantee shall allow access to City staff to inspect the work that is the subject of this
143 Agreement.

144 **11. Indemnification.** The City and its officers, agents and employees, shall
145 have no responsibility or liability of any failure or inadequacy of performance or defective
146 workmanship or materials in regard to the Project. The Grantee agrees to fully and
147 completely indemnify, release, defend and hold the City, its officers, agents and
148 employees, harmless from all claims, losses, liabilities, damages, suits, actions or
149 proceedings, including attorney fees, by any person, including Grantee, its agents and
150 employees, arising from personal injury, death or real or personal property damage, from
151 any cause whatsoever, in whole or in part, arising out of this Agreement or the activities
152 completed hereunder. The Grantee agrees to indemnify, hold the City harmless and
153 defend City from any and all claims, causes of action and damages of every kind arising
154 from the operations and activities of the Grantee, its officers, agents and employees,
155 carried out in furtherance of this Agreement. This indemnification and hold harmless shall
156 not include the sole negligence or willful misconduct of the City, its officers, agents and
157 employees.

158 **12. Insurance.** The Grantee shall carry commercial general liability in the
159 amount of five hundred thousand dollars (\$500,000.00), the cost of said insurance policy
160 to be an expense of the Grantee, and the City shall be named as an additional insured.
161 The Grantee shall also furnish, at its own expense, evidence of a satisfactory workers'
162 compensation insurance policy covering all of the Grantee's employees to the statutory
163 limit. If the Grantee is not required to maintain workers' compensation insurance, the
164 Grantee shall sign an agreement indemnifying the City from any and all liability which may
165 arise as a result of the Grantee's failure to secure workers' compensation coverage.

166 Should any insurance policy be cancelled, the Grantee shall ensure that the City is notified
167 of such cancellation within ten (10) days after the effective date of cancellation. A
168 certificate of liability insurance demonstrating compliance with this section shall be
169 provided prior to execution of this Agreement by the City.

170 **13. Debts to City; Secretary of State Certification.** The Grantee shall not
171 owe any debt due to the City, including, but not limited to, property taxes and special
172 assessments. The Grantee shall be in good standing with the Kansas Secretary of State
173 and shall submit a certificate from the Secretary of State as evidence of this status.

174 **14. No Joint Venture; Independent Grantee.** Nothing herein contained shall
175 be construed or held to make the City a partner, a member of a joint venture or associate
176 of the Grantee in the conduct of the Project, nor shall either party be deemed the agent
177 of the other. It is expressly understood and agreed that the relationship between the
178 parties hereto is, and shall at all times remain, contractual as provided by the terms and
179 conditions of this Agreement.

180 **15. Discrimination.** The Grantee shall not unlawfully discriminate against any
181 employee, applicant for employment, recipient of service or applicant to receive services
182 because of race, color, religion, sex, age, disability or national origin. The Grantee shall
183 take affirmative action to ensure that applicants for employment, employees, applicants
184 for service and recipients of service are treated equally and fairly without regard to their
185 race, color, religion, sex, age, disability or national origin, as provided for by law. The
186 Grantee shall, in all solicitations or advertisements for employees, or of services, placed
187 by or on behalf of Grantee, state that all applicants shall receive consideration for
188 employment or services without regard to race, color, religion, sex, age, disability or
189 national origin, as provided for by law.

190 **16. ADA Compliance.** The Grantee shall comply with Title II of the Americans
191 with Disabilities Act (ADA) and the implementing regulations of 28 C.F.R. Part 35 as to
192 all of its facilities and programs. If at any time during the term of this Agreement, the City
193 determines that the Grantee is not in compliance, the City shall issue a notice of non-
194 compliance and the Grantee shall have ninety (90) days to cure the non-compliance. If
195 the Grantee remains in non-compliance after the cure period, the City may terminate this
196 Agreement and require reimbursement of all Allocated Funds.

197 **17. Assignment; Transfer.** The Grantee shall not assign any interest in this
198 Agreement and shall not transfer any interest in the same, whether by assignment or
199 novation; provided, however, that claims for money due or that become due to the
200 Grantee under this Agreement may be assigned to a bank, trust company or other
201 financial institution upon written consent of the City thereto.

202 **18. Entire Agreement.** This Agreement constitutes the entire agreement of the
203 parties, supersedes any and all prior agreements between the parties and neither party
204 shall rely upon any verbal representations, either express or implied, not specifically
205 stated herein. This Agreement shall not be amended or modified except by written
206 agreement of both parties.

207 **19. Availability of Funds.** The parties to this Agreement understand that
208 Allocated Funds are subject to the Budget and Cash Basis laws and that the amount of
209 Allocated Funds may be reduced to correspond to lower-than-expected Transient Guest
210 Tax revenues.

211 **20. Representations.** By signing this Agreement, the Grantee represents that
212 the person signing this Agreement is authorized to execute this Agreement on behalf of

213 the Grantee, and that the Grantee agrees to be bound by the provisions of this
214 Agreement.

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



ATTEST:

Brenda Younger
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Robert M. Perez
Robert M. Perez Ph.D., City Manager

APPROVED AS TO FORM AND LEGALITY
DATE _____ BY _____

Downtown Topeka Foundation

Kenneth Scott
Kenneth Scott, President

APPROVED AS TO FORM AND LEGALITY
DATE 8/2/24 BY ad

EXHIBIT A Installation Costs

The amount of TGT Funds requested is a maximum of \$167,000.00 with approximately \$94,000.00 allocated in 2024 to design and construct the Project with the remainder \$73,000.00 available for 2025 the Project Final Installation Costs. The Grantee will raise and furnish any additional funds necessary to complete the Project.

	2024 Ice Rink Initial Installation (Temporary Base)	2025 Ice Rink Final Installation (Concrete Base)
Chillers, Dasher Boards, Ice Mat	\$ 218,204	\$ (15,000)
Permanent Site Work	\$ 280,647	\$ 175,200
Ice Skates	\$ 8,716	\$ -
Skate Storage	\$ 5,000	\$ -
Rubber Mats	\$ 10,000	\$ -
Benches	\$ 5,000	\$ -
Ticket Booth	\$ 15,000	\$ -
Contingency (8%)	\$ 43,405	\$ 12,816
Total Acquisition Cost	\$ 585,973	\$ 173,016

RESOLUTION NO. 9568

1
2
3 A RESOLUTION introduced by Councilmembers Kell, Miller, and Hoferer sitting as
4 the Transient Guest Tax Committee, to reallocate remaining
5 transient guest tax funding from the Evel Knievel Museum to the
6 Downtown Topeka Foundation Ice Rink.
7

8 WHEREAS, transient guest taxes (TGT) may be imposed on individuals who
9 occupy hotel and motel rooms for short durations; and

10 WHEREAS, the funds generated by such taxes may be used for convention and
11 tourism activities and to promote the general welfare of the city, including the attraction
12 of industry; and

13 WHEREAS, the City currently imposes a 7% TGT; and

14 WHEREAS, on August 20, 2002, the governing body, in Resolution No. 7253,
15 allocated 1% of the TGT for a period of 13 years to the development of the Great
16 Overland Station, including Riverfront Park, and the historic preservation fund and
17 extended by the governing body on October 20, 2015 by a period of Twelve (12) years
18 via Resolution No.8732; and

19 WHEREAS, via Resolution No. 8732, the City allocated \$300,000.00 over a
20 period of Twelve (12) years to provide funding for the Evel Knievel Museum subject to
21 the terms and conditions contained in the Resolution and Development Agreement; and

22 WHEREAS, the Evel Knievel Museum ceased operations in the summer of 2021
23 within the City of Topeka prior to the end and disbursement of the allocated funds and
24 payments of TGT funds terminated; and

25 WHEREAS, the TGT Committee is desirous of re-allocating the un distributed
26 and remaining funds to the Downtown Topeka Foundation to develop plans and
27 construct an ice rink in the area of Everyg Plaza; and

28 WHEREAS, the City's Transient Guest Tax Committee (hereinafter "TGT
29 Committee"), consisting of Council Members Kell, Miller and Hoferer, reviewed the
30 request to re-allocate the funds to the Grantee; and

31 WHEREAS, on May 23, 2024, the TGT Committee adopted Grantee's request for
32 the Project to re-allocate approximately \$167,000.00 through the end of the original
33 twelve (12) year period through the end of 2027.

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

36 Section 1. The City shall re-allocate \$167,000.00 over a period of 3 years to
37 provide funding for an Ice Rink as planned and developed by the Downtown Topeka
38 Foundation subject to the terms and conditions contained in this Resolution and a
39 subsequently executed Development Agreement.

40 Such funds will be allocated annually in an amount determined by the City's chief
41 financial officer or designee. The commitments will begin in fiscal year 2024 and
42 continue until December 31, 2027, or until the maximum expenditure amount of
43 \$167,000.00 is met, whichever event is earlier.

44 Section 2. The City's funding commitment will be conditioned upon the
45 occurrence of the following:

46 (a) Continuation of a charter ordinance with the current 1% TGT which
47 expires on December 31, 2027.

48 (b) Approval of a development agreement between the governing body and
49 the appropriate legal entity responsible for the project. Such agreement will contain
50 provisions addressing the use of TGT funds, including but not necessarily limited to:

51 (1) A project development budget identifying all funding sources and
52 the manner in which TGT funds will be spent.

53 (2) An operating plan for the project identifying various performance
54 metrics.

55 (3) A project timeline identifying established deadlines for various
56 milestones.

57 (4) A project design document.

58 (5) The anticipated economic impact of the project.

59 (6) An outline of the various responsibilities related to reporting,
60 inspections, audits, indemnification, insurance, and fund repayment in certain
61 specified circumstances.

62 The development agreement will also acknowledge that grant funding may be
63 reduced to correspond to lower than expected TGT revenues.

64 (c) The development agreement will be submitted to the governing body for
65 its consideration and approval within 180 days from the date of this Resolution; unless
66 an extension is granted by the governing body.

67 (d) If the entity contracting on behalf of Ice Rink is a not-for-profit entity, it will
68 comply with the requirements of K.S.A. 45-240 and amendments thereto regarding
69 recordkeeping requirements for not-for-profit entities that receive public funds.

70 (e) The entity contracting on behalf of Ice Rink shall not owe any debt due to
71 the City, including, but not limited to property taxes and special assessments and shall
72 be in good standing with the Kansas Secretary of State.

73 Section 3. All financial commitments referenced in this Resolution shall be

74 subject to the Budget and Cash Basis laws and any other applicable ordinances or
75 statutes.

76 ADOPTED and APPROVED by the Governing Body on July 30, 2024.



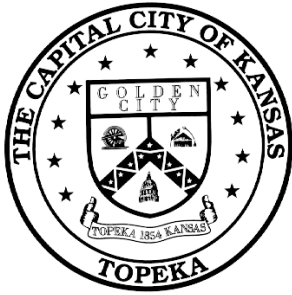
CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor

77
78
79
80
81
82
83 ATTEST:

84
85
86 *Brenda Younger*
87
88 Brenda Younger, City Clerk



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Tonya Bailey, Sr Executive Assistant
Tara Jefferies, Sr Executive Assistant
E-mail: councilassist@topeka.org
www.topeka.org

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, Wednesday, November 13, 2024. The Transient Guest Tax Committee members met virtual at 3:00 P.M. with the following Committee members present: Michelle Hoferer (Chair), and Brett Kell. Absent: Committee member Marcus Miller.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of the Amendment No. 1 to City of Topeka Contract No. 52270.

Ice Rink Development Agreement

City Attorney Amanda Stanley referenced the Amendment No. 1 to the City of Topeka Contract No. 52270. She added that the changes are to the funding allocations and use section. The first report will now include the progress in fundraising efforts, planning and the design of the facility in the first six months of the project. If after six months there has been no effort in fundraising any portion of TGT funds will be allocated back to the City of Topeka. An additional change is in section two to allow additional time for installation and adjust the date.

Parrish Hotel Corporation President and CEO Jim Parish spoke to the need to have the date change in the agreement due to the funding situation. He spoke to the documentation for the project installation costs and the project completion date. It was stated the documentation must be submitted by February 1, 2025 and the project completion date is January 1, 2025 and with a 30-day written notice the City may grant an extension. Parish expressed the need to have a realistic date in the agreement for the project completion date.

Committee member Marcus Miller joined the meeting.

Committee member Kell stated the importance to make sure that the dates in the agreement are all understood by all parties.

Jim Parish expressed the need to have a realistic date in the agreement for the project completion date.

Committee chair Hoferer suggested to amend the agreement completion date to January 1, 2026.

Committee member Miller questioned agreement completion date.

Executive Director Topeka Lodging Association Kurt Young spoke to the clarification in the agreement for a completion date of January 1, 2026 for a permanent ice rink. He added that currently the funding is coming from three different sponsors.

MOTION: Committee chair Hoferer made a motion for Amendment No. 1 to City of Topeka Contract No. 52270, line 66 to adjust the date to January 1, 2026 date. Committee member Kell seconded. Motion passed 3-0-0.

Committee chair Hoferer asked City Attorney Amanda Stanley if there is any need for changes to the language in the Agreement for Installation Costs. She stated there is no need for any changes.

MOTION: Committee Kell made a motion to approve Amendment No. 1 to City of Topeka Contract No. 52270. Committee member Miller seconded. Motion passed 3-0-0.

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Transient Guest Tax

Title: Ice Rink Development Agreement - Amendment

Date referred from Council meeting: N/A

Date referred from Committee: November 13, 2024

Committee Action:

MOTION: Committee chair Hoferer made a motion for Amendment No. 1 to City of Topeka Contract No. 52270, line 66 to adjust the date to January 1, 2026 date. Committee member Kell seconded. Motion passed 3-0-0.

MOTION: Committee Kell made a motion to approve Amendment No. 1 to City of Topeka Contract No. 52270. Committee member Miller seconded. Motion passed 3-0-0.

Comments:

Amendments:

Members of Committee: Michelle Hoferer (Chair), Brett Kell, Marcus Miller

Agenda Date Requested: December 3, 2024



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Josh McAnarney,
Budget and Finance
Division Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: 2024 Budget
Amendments
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

AUTHORIZING a public hearing date of December 17, 2024, for the purpose of hearing and answering objections of taxpayers relating to the proposed amendments to the 2024 Operating Budget.

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

(Approval authorizes publication of the Public Hearing Notice. Proposed amendments total \$3,080,000. An increase from \$130,581,319 to \$133,661,318.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to set a public hearing for December 17, 2024 to consider budget amendments. K.S.A. 79-2929 allows for governing bodies to amend a budget based upon a standard process outlined in statute that follows a similar process for the budget adopting. Any amended budgets for proposed increases in expenditures are required to be balanced by previous unbudgeted revenues or balances other than ad valorem property taxes. At no time after setting the maximum taxes levied can the governing body increase the ad valorem property taxes.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to set the public hearing date for December 17, 2024, and authorize publication of the public hearing notice.

BACKGROUND:

As required by State law, the Governing Body must hold a public hearing to consider amendments to the 2024 Operating Budget. Approval would set a public hearing date of December 17, 2024, and authorize the publication of the public hearing notice.

Proposed amendments total \$3,080,000 and will be considered on December 17, 2024, in conjunction with the public hearing. Amended Funds include the Metro Transit Authority Pass Through, Federal Funds Exchange, Information Technology, Utilities, Tax Increment Finance (TIF) Districts and Community Improvement Districts (CID).

BUDGETARY IMPACT:

Proposed amendments total \$3,080,000. An increase from \$130,581,319 to \$133,661,318. Amended Funds include the following:

- Metro Transit Authority Pass Through from \$6,365,000 to \$6,800,000
- Federal Funds Exchange from \$3,750,000 to \$3,955,000
- Information Technology Fund from \$5,970,730 to \$6,470,730
- Utilities Fund from \$112,169,218 to \$113,669,218
- TIF Funds from \$850,000 to \$970,000
- CID Funds from \$1,476,370 to \$1,796,370

SOURCE OF FUNDING:

Fund Revenues and Balance

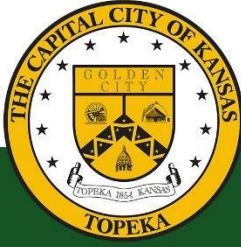
ATTACHMENTS:

Description

Budget Amendment Cover Memo J. McAnarney (November 25, 2024)

Notice of Public Hearing - December 17, 2024

State Budget Certification Form 2024 Budget Amendments



CITY OF TOPEKA

City of Topeka Finance Department
215 SE 7th St, Rm 355
Topeka, KS 66603

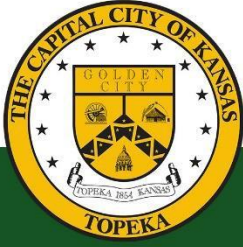
budget@topeka.org
785-368-3970
www.topeka.org

To: Members of the Governing Body
From: Josh McAnarney, Budget Manager
Date: 11/25/2024
Re: Budget Amendment of the FY24 City of Topeka Budget

Members of the Governing Body,

Below is a list of funds that are expected to exceed the original expense authority that was submitted in October 2023. In each fund list is the fund, the reason, and the projected amount.

1. **Topeka Metro Transit Authority:** The expense authority needs to be amended due to higher-than-expected Ad Valorem (Property) Tax collections. As this is a pass-through fund, the expense authority must be increased to match the higher revenue. Projected expenditures have risen from \$6,365,000 to \$6,800,000. More revenues came in because of past delinquent property taxes and the City exceeding a 95% collection rate.
2. **Federal Funds Exchange:** The expense authority within this fund needs to be amended due to projects being switched from GO Bond funding to FFE funding, as approved by the Council in multiple sessions. The higher expense transfers are supported by a built-up fund balance from the past few years. Projected expenditures have increased from \$3,750,000 to \$3,955,000.
3. **Tax Increment Financing (TIFs):** TIF revenues are tied to the increase in property values within the district. As property values rise due to economic development, improvements, or revitalization within the district, the property taxes generated from those properties increase. Since TIF revenue is based on the "increment" of new taxes above the baseline (usually set at the time the TIF was created), the revenue naturally increases as the property values rise. The fund exceeding expenses means that the City is paying out more to the developer than initially anticipated due to receiving more in property taxes. The expenditures have increased from \$850,000 to a projected \$970,000.
4. **Community Development (CIDs):** Similar to the TIF account, this amendment is being requested due to higher-than-expected revenue (in the form of sales tax), which has led to higher expenses than initially projected for payments to the developer. The projected expenditures have increased from \$1,476,370 to \$1,796,370.
5. **Information Technology:** Due to Polk-Quincy, City Hall, and Tyler ERP projects, there have been some additional expenses that were unbudgeted. The projected expenditures increased from \$5,970,730 to \$6,470,730.
 - a. **Torgeson**—\$175,000—is for the Polk Quincy Viaduct project damages (from other utilities moving their lines or vandalism) and splices for moves/additions of fiber directly due to fiber being in the way of the new planned path.
 - b. **SoftDocs**—\$100,000 —An unbudgeted one-time cost related to converting and



CITY OF TOPEKA

City of Topeka Finance Department
215 SE 7th St, Rm 355
Topeka, KS 66603

budget@topeka.org
785-368-3970
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migrating documents retained in Perceptive Content incompatible with the new ERP solution.

- c. **Microsoft True-Up**—\$175,000—When updating our licensing needs with Microsoft, we discovered that the City of Topeka had underpaid for the number of licenses in use. A “true-up” was required to bring our Microsoft account up to date.
 - d. **VPN Switch**—\$25,000—The Unplanned purchase of professional services, equipment, software, and the configuration of a new VPN system due to the existing system's vulnerability to cyber-attack.
- 6. Combined Utilities (W, SW, WW):** The projected expenditures have increased from \$112,169,218 to \$113,669,218. This additional expense will be covered by revenue collections coming in higher than original expected. In January of 2024 there was a cold weather event that included broken water mains, a broken chlorine line, and the labor to make repairs. Reimbursement from FEMA is expected, but is not expected to happen in this year.

The funds in this amendment had a previous expenditure limit of \$130,581,318. These amendments will increase that to \$133,661,318—which is an increase of \$3,080,000.

**Notice of Budget Hearing for Amending the
2024 Budget**

The governing body of

City of Topeka

will meet on the day of December 17, 2024 at 6:00 pm at The City Council Chambers at 214 E Eighth St for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

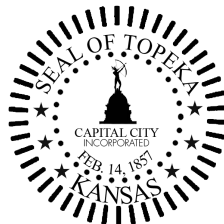
Detailed budget information is available at www.topeka.org/finance/budget/ and will be available at this hearing.

Summary of Amendments

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Topeka Metro Transit Authority	4.200	5,792,928	6,365,000	6,800,000
Federal Funds Exchange			3,750,000	3,955,000
Information Technology			5,970,730	6,470,730
Combined Utilities			112,169,218	113,669,218
Tax Increment Financing			850,000	970,000
Community Development			1,476,370	1,796,370
			0	0
			0	0
			0	0
			0	0

/s/ Brenda Younger

Official Title: City Clerk



2024

**Amended
Certificate
For Calendar Year 2024**

To the Clerk of Shawnee County, Kansas,
We, the undersigned, duly elected, qualified, and acting officers of
City of Topeka

certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

		Page No.	2024 Amended Budget		
			Amount of 2023 Tax that was Levied	Adopted 2024 Expenditures	Proposed Amended 2024 Expenditures
Table of Contents:					
Fund	K.S.A.				
Topeka Metro Transit Authority	Charter Ord. 118	1	5,792,928	6,365,000	6,800,000
Federal Funds Exchange		2		3,750,000	3,955,000
Information Technology		3		5,970,730	6,470,730
Combined Utilities		4		112,169,218	113,669,218
Tax Increment Financing		5		850,000	970,000
Community Development		6		1,476,370	1,796,370
Totals		xxxxxxx	5,792,928	130,581,318	133,661,318
Summary of Amendments		0			

Attested date: _____

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

CPA Summary



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Jason Tryon, Public Works Deputy Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Performing Arts Center, Inc.
PROJECT #:
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 018 Other
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION of operational funding agreement between the City of Topeka and the Topeka Performing Arts Center, Inc. (TPAC.)

(Approval will authorize the City Manager to sign and execute the contract, providing supplemental operational funding up to \$150,000 per year from the date of execution through December 31, 2026, with an option to renew for two additional two-year periods by mutual written agreement.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the contract for supplemental funding.

STAFF RECOMMENDATION:

Discussion only. Staff recommends the Governing Body approve the contract when considered.

BACKGROUND:

Ordinance No. 20522 approving and adopting the 2025 operating budget for the City of Topeka and appropriating \$150,000 to the Topeka Performing Arts Center, Inc. (TPAC) for supplemental operational funding. As outlined in the agreement, the City shall provide \$150,000 in supplemental operational funding, payable on or before January 31 each year, to support TPAC in its management of the Facility for the term of this Agreement.

In accordance with the State of Kansas Cash Basis Law (K.S.A. 10-1101; 79-2925 et seq.), the City's obligation

to provide supplemental funding is limited to the allocations approved and appropriated by the City's Governing Body. Funding for each subsequent budget year under this Agreement will depend on the availability of allocated funds for this purpose.

BUDGETARY IMPACT:

\$150,000

SOURCE OF FUNDING:

Misc Non-Departmental General Fund
Ordinance No 20522

ATTACHMENTS:

Description

TPAC Agreement with Exhibits

TPAC 2025 Business and Marketing Plan

TPAC 2025 Proposed Budget

TPAC Executive Director Agenda Report for 2025

CITY OF TOPEKA

CONTRACT NO. _____

THIS AGREEMENT entered into this _____, by and between the City of Topeka, Kansas, a municipal corporation organized pursuant to the laws of the State of Kansas, hereinafter referred to as the "City," and the Topeka Performing Arts Center, Inc., a not-for-profit corporation organized pursuant to the laws of the State of Kansas, and hereinafter referred to as "TPAC."

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 this purpose and pursuant to the provisions of Charter Ordinance No. 68 and Ordinance No. 15833; and in order to provide for the general welfare, operation, and management the Performing Arts Center; and

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

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE PARTIES HERETO DO 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 of the spaces, fixtures, or equipment, 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 the borderless areas as indicated on EXHIBIT A, 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. Supplemental Operational Funding.

1. The City shall provide supplemental operational funding of one hundred-fifty thousand dollars (\$150,000.00) payable on or before January 31 each year under the terms of the agreement to assist TPAC in its management of the Facility during the term of this Agreement. Pursuant to the State of Kansas Cash Basis law, K.S.A. 10-1101; 79-2925 et seq., the City is only obligated to provide supplemental operational funding from allocations approved by the City's Governing Body as budgeted and appropriated. Supplemental operational funding for each subsequent budget year of this Agreement shall be subject to the availability of funds allocated 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 their designee who shall include the request as part of development of the proposed City budget for the ensuing year. Approval of this request shall be made by the City's Governing Body, 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:
 - i. The anticipated level of revenues available to TPAC from activities and events in the Facility.
 - ii. The anticipated level of expenses reasonably related to TPAC's operation of the Facility. 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.
 - iii. The anticipated need by TPAC for funding of special projects or expenses not generally addressed by this Agreement.
 - iv. The anticipated use by the City of the Facility for City activities or events.
 - v. 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's Governing Body to approve TPAC's request for any 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 funds for TPAC. However, the

failure of the Governing Body to approve TPAC's request for funding shall constitute a basis for termination of this Agreement by TPAC, in accordance with the provision herein.

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 Facility 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 upon written request by the City provided to TPAC.
2. TPAC shall be responsible for all sales and other tax obligations resulting from the operation of the Facility. 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. Audit of Financial Statements. TPAC shall provide an annual independently audited financial statement for the end of each fiscal year (December 31) to the City Clerk. The documented audit report is due to the City Clerk within ninety (90) days of each fiscal year end (December 31).

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 the scheduling and promoting 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 associated 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 Facility.

7. Providing accurate, timely, and complete records of all activities, revenues, and expenditures associated with TPAC's management of the Facility.
 8. Cooperating with the City Manager or designee in reviewing all records, financials, and otherwise business related information relating to the provisions of this article.
- B. Maintenance and Repairs. During any term and any extensions of this Agreement TPAC shall:
1. Capital Improvement Project Requests
 - i. On or before January 31 each year, the Executive Director of TPAC will provide a written schedule of proposed projects covering general maintenance and capital repairs needed for the Facility to the City Manager or their designee. TPAC shall update the project list each year prior to submission to the City.
 - ii. Based on the submission of proposed projects, the TPAC Board of Trustees, in conjunction with relevant City staff, shall develop proposed project costs and timelines for each project and prioritize the list of proposed projects by need over future fiscal years.
 - iii. All projects funded by City Capital Improvement Plan must conform to the City procurement process, including plan approval by the City Engineer. The State Historical Preservation Organization (SHPO) must approve all proposed building improvements and the building status on the historic registry must be maintained.
 - iv. The City will consider the list of proposed projects each year during the Capital Improvement Plan process. The list of projects are subject to modification and adoption of the Capital Improvement Plan each year by vote of the City's Governing Body.
 - v. Upon adoption of the Capital Improvement Plan and thereafter commencement of projects, the Board of Trustees of TPAC will present each project improvement to the City's Public Infrastructure Committee for approval prior to engaging in project construction or making expenditures. The City will be responsible for the building envelope, mechanical, electrical, and plumbing (MEP), elevators, etc. Interior finishes like wall coverings, flooring, and finishes will be the responsibility of TPAC.
 2. Immediate Repairs
 - i. In the event that the Facility's portion of the building becomes in need of immediate but not emergency repairs, TPAC shall give written notice within twenty-four (24) hours of discovery to the City's Division of Building and General Services. Within

ten (10) business days, the City shall provide written acknowledgment of the request to TPAC with the City's intent to make the requested repairs.

- ii. Failure to notify the City may be considered negligence and may be subject to damages under section L.

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 raise funds to fully support operations.
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 (4) art education programs for youth each year.
4. TPAC will provide group discounted ticket programs for youth, such as school groups and educational groups to attend TPAC shows, when appropriate.
5. TPAC will make the Facility available to local art organizations at reduced rental fees and support the presentation of arts with staffing and services.
6. Before December 31 of each year, TPAC shall provide the Governing Body with a presentation on the organization's annual budget for the upcoming calendar year. The budget shall show at a minimum the projected revenue and projected expenses including, but not limited to, salaries, advertising or other promotions, and operating and capital expenditures.
7. TPAC shall provide written quarterly financial reports to the Governing Body within thirty (30) days following the last day of each calendar quarter. The quarterly reports shall detail all revenue, including but not limited to ticket sales and donations. The quarterly reports shall detail all expenditures, including but not limited to advertising and other promotional activities, operating and capital expenditures. The quarterly report shall list all programs, events, and service acts hosted by TPAC in the Facility showing compliance with the performance objectives listed herein. The fourth (4th) quarter financial report shall be incorporated with the annual presentation to the Governing Body as defined herein.
8. TPAC shall provide an annual presentation to the City's Governing Body within one-hundred (100) days of each fiscal year end (December 31). This annual presentation shall provide a summary of the independently audited financial statement for the end of the preceding fiscal year (December 31). This presentation shall also include the details of

the preceding year's fourth (4th) quarter financial report that includes performance of sales and expenditures.

D. Usage of Facility.

1. Intended Use. The Facility shall be used predominantly as a cultural entertainment and educational facility that fosters performing and visual arts in the community. TPAC and the City will make every reasonable effort to resolve and prevent any actual or potential violations of this section. 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
 - iv. The Facility's proximity to City offices and services
2. City Use of Facility. TPAC agrees to allow the City to use the Facility when no scheduling conflicts exist with other scheduled events. City usage of the Facility will be subject to all rules and regulations for generally scheduled events. TPAC agrees that no user charge will be assessed against the City for the City's activities or events that relate to the City government organization's activities. 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.

E. City Access. TPAC and the City recognize that the Facility is located in a public building owned by the City, which also 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 Facility unless such access unreasonably and actually impairs the intended use of the Facility, the ability of TPAC to effectively manage the Facility, or the security of scheduled events, activities, or the participants of such. Any objection to the presence of City personnel in the Facility shall be provided in writing to the City Manager or their designee. The refusal or inability of the City to cure such violation may be considered a default of this Agreement.

F. Security. City and TPAC shall abide by the security plan set forth herein, in order to ensure 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 all portions of City Hall. Security is a significant concern for TPAC and the City with the garage doors into TPAC, which is used for City deliveries as well as TPAC. Garage door users must monitor the area to ensure unauthorized personnel do not enter the building.

1. Doors must not be propped open for use unless occupied.

2. Access from TPAC into City Hall is prohibited except by the Stage Manager for show related issues.
3. The Wellness Center should be accessed only from the main door on the east end of the room near the elevator. Ingress and egress to the main Wellness Center door should be from the east garage door area, tunnel from City Hall, or the municipal court doors and elevator.
4. Business access to the municipal court and City council chambers should be primarily from the south exterior doors. While events are in session or the Facility is in the process of being setup, teardown, or rehearsals there will be limited access available to areas that are secured, such as TPAC offices and storage areas. Access through the tunnel and elevator requires all employees to stop at the first floor and proceed through the security station before advancing to the court and council chambers. Failure to do so may result in disciplinary action of the City staff. Access is not permissible via the TPAC access door adjacent to the security station.

G. Utilities and Energy Conservation. The City shall provide at its expense water, electricity, gas, and waste management services to the Facility. City and TPAC shall abide by industry standards to reduce energy consumption and eliminate all unnecessary energy consumption.

H. Storage Access and Egress. City and TPAC shall abide by standards concerning storage and maintenance of clear emergency egress paths on the lower level of the Facility and to all exists to the exterior of the building.

1. The TPAC storage areas are off limits to City employees unless storing or removing documents or materials. Access to the storage locations must be requested in advance by submitting a work order request to the Division of Buildings and General Services.
2. No access to the storage areas is permitted during shows and rehearsals.
3. A clear path will be maintained in the tunnel area at all times for easy egress and fire code compliance. This area will remain free of boxes, equipment, and other stored items.
4. Storage assignment rooms are designated for City use under the seating within and around the auditorium. See EXHIBIT B attached Storage Assignment Map.

I. Fire Safety. Fire safety is the primary responsibility of the TPAC management and staff. TPAC will notify the City if there is a failure in any signage or system functionality at their earliest opportunity. TPAC will ensure that training is conducted for staff on evacuation procedures should there be an emergency during a performance. The following are essential functions to be performed:

1. The City will maintain the fire alarm system and conduct annual inspections and testing to ensure the system is operational.
 2. The 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.
 3. Both parties will be responsible for maintaining the system in the Facility in accordance with the provisions of the fire code.
 4. TPAC will not exceed the maximum occupancy within any part of the building.
 5. The City will maintain proper fire exits and proper exit signage (e.g., exit signs that can function in a power failure).
 6. Both parties will be responsible for ensuring all fire extinguishers are properly placed within the Facility and within usage date.
 7. Flammable materials are prohibited in restricted areas of the Facility.
 8. Both parties shall perform monthly building inspections on or before the fifteenth (15) day of each month for fire safety violations.
- J. Snow and Ice Removal and Preparation Responsibilities. TPAC and the City share snow and ice removal and preparation responsibilities on the sidewalks serving the south end of the building to include the entrances to TPAC and municipal court. The attached areas illustrated by border on EXHIBIT C delineates the areas of responsibility and the City code defines the timelines for clearing of the sidewalks. Any issues regarding snow or ice removal or preparation requires coordination between the City's Division of Buildings and General Services and TPAC staff. Special coordination is required for snow removal or preparation in support of weekend events. TPAC is responsible for notifying the City's Division of Building and General Services if there is a need outside of normal operating hours for snow or ice removal services or preparation. The attached EXHIBIT C map serves as the weekday baseline for snow clearance.
- K. Facility Emergency and Nonemergency Call. TPAC shall reimburse the City for actual costs incurred by the City to respond to a nonemergency call. Concluding the nonemergency call made by TPAC as an emergency, the City will issue an itemized invoice to TPAC for the costs incurred for responding and remedying the 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 heating, ventilation, cooling, plumbing, utilities, flooding due to water line breaks, or ceiling leaks will always constitute an emergency.

- L. 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, and invitees. Further, TPAC staff shall promptly notify the City's Division of Buildings and General Services of any damage to the Facility along with an estimate of the damage and the date by which the repairs shall be completed by TPAC. If TPAC shall fail to make the repairs as stated in the issued TPAC notice of damage to the City, an opportunity to cure within thirty (30) days will be issued in writing by the City. If the repairs have not been made under the terms of the notice to cure, the City shall have the right to make such repairs and submit an invoice to TPAC for all costs associated with the repair.

ARTICLE III Terms of Agreement

- A. Term. This Agreement shall commence on date executed above and shall continue for a term ending December 31, 2026, unless terminated under any provision as provided herein.
- B. Renewals. This agreement may be renewed for two (2) additional two (2) year periods under the same terms and conditions, by written agreement of the parties. Prior to the expiration of any contract term resulting from this initial agreement, TPAC must provide a written request to the City Manager or their designee a ninety (90) day notice of their intent to renew this Agreement. The City shall inform TPAC in writing of its intent to either approve or deny each renewal request within thirty (30) days of receipt of the renewal request. If the City denies any written renewal request, the City shall provide in the notice of denial sufficient justification for such decision, which may include but not be limited to the failure of TPAC either to comply with a material provision of this Agreement or to perform in a manner that conforms to 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 both 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. 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.
- F. Hold-harmless. Except as provided herein, 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.
- G. 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, including upon termination of this Agreement or any extension thereof. TPAC will not make any alterations in or additions to the Facility, without obtaining the prior written consent of the City's Division of Buildings and General Services. Notwithstanding the foregoing, those items of personal property and equipment set out in EXHIBIT D, attached hereto and made a part hereof, as well as all replacements thereof or additions thereto, are and will remain the property of TPAC, which will be annually updated on or before December 31 of each year, and significant purchases shall be recorded as assets.

ARTICLE IV

Insurance

- A. Commercial General Liability. At all times during the term of this Agreement TPAC will 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).

- B. TPAC Fire and Extended Coverage. TPAC will maintain fire and extended coverage insurance in an amount adequate to replacing all items of personal property, equipment, and fixtures owned by TPAC and maintained within the Facility during the period of TPAC's occupancy and management.
- C. City Fire and Extended Coverage. The 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.
- D. Annual Coverage Review. 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 agree by this provisions to maintain such coverage as has hereto 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.
- E. Additional Insurer. Both parties agree to name the other party as an additional insured on any required policies under this Article.

ARTICLE V

Default

- 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 commence legal action requiring specific performance and/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 commence legal action for specific performance and/or terminate this Agreement. The following shall be deemed events of default ("Events of Default") by TPAC hereunder:
 - 1. During the Agreement TPAC shall (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 Facility shall cease and the City shall take possession of the Facility for any remainder of any 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 and/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 commence legal action for specific performance and/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 General Provisions

A. Notices. All written notices between the parties relating to this Agreement shall be deemed to be sufficiently given if mailed, postage prepaid, by certified or registered mail, return receipt requested, addressed as follows:

If to the TPAC:

Shane Grau, Board President
Topeka Performing Arts Center, Inc.
214 SE 8th Avenue
Topeka, Kansas 66603

If to the City:

Brenda Younger, City Clerk

City of Topeka
215 SE 7th St, Room 166
Topeka, Kansas 66603

- B. Rights and Remedies. The rights and remedies reserved by City and TPAC herein 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, the 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:
1. TPAC shall give notice to the City. The City Manager or their 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 or their designee withholds or delays consent, then TPAC shall have the right within ten (10) calendar days to appeal such refusal to the Governing Body, and the Governing Body shall take action concerning the appeal at its next regularly held City Council meeting. Unless otherwise provided herein, if the Governing Body 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 Facility and the City will defend TPAC's rights herein against all parties; and the City will not disturb TPAC's possession and operation of the Facility.

- 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 thereof.
- 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 Facility, 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 agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status, or any other classification protected by law in the admission or access to, or treatment, or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. TPAC understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part, by the City. 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.

U. 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.

V. Signatures. This Agreement may be signed by fax or electronic signature, which will be deemed to be an original signature. This contract may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

W. Kansas Open Records Act. Notwithstanding any language to the contrary, TPAC must comply with all the requirements of the Kansas Open Records Act in providing services under this Agreement. Furthermore, nothing in this Agreement shall be prevent the City of Topeka from complying with its obligations under the Kansas Open Records Act, as determined upon the advice of the City of Topeka’s legal counsel.

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

CITY OF TOPEKA, KANSAS

Robert M. Perez, Ph.D., City Manager

ATTEST:

Brenda Younger, City Clerk

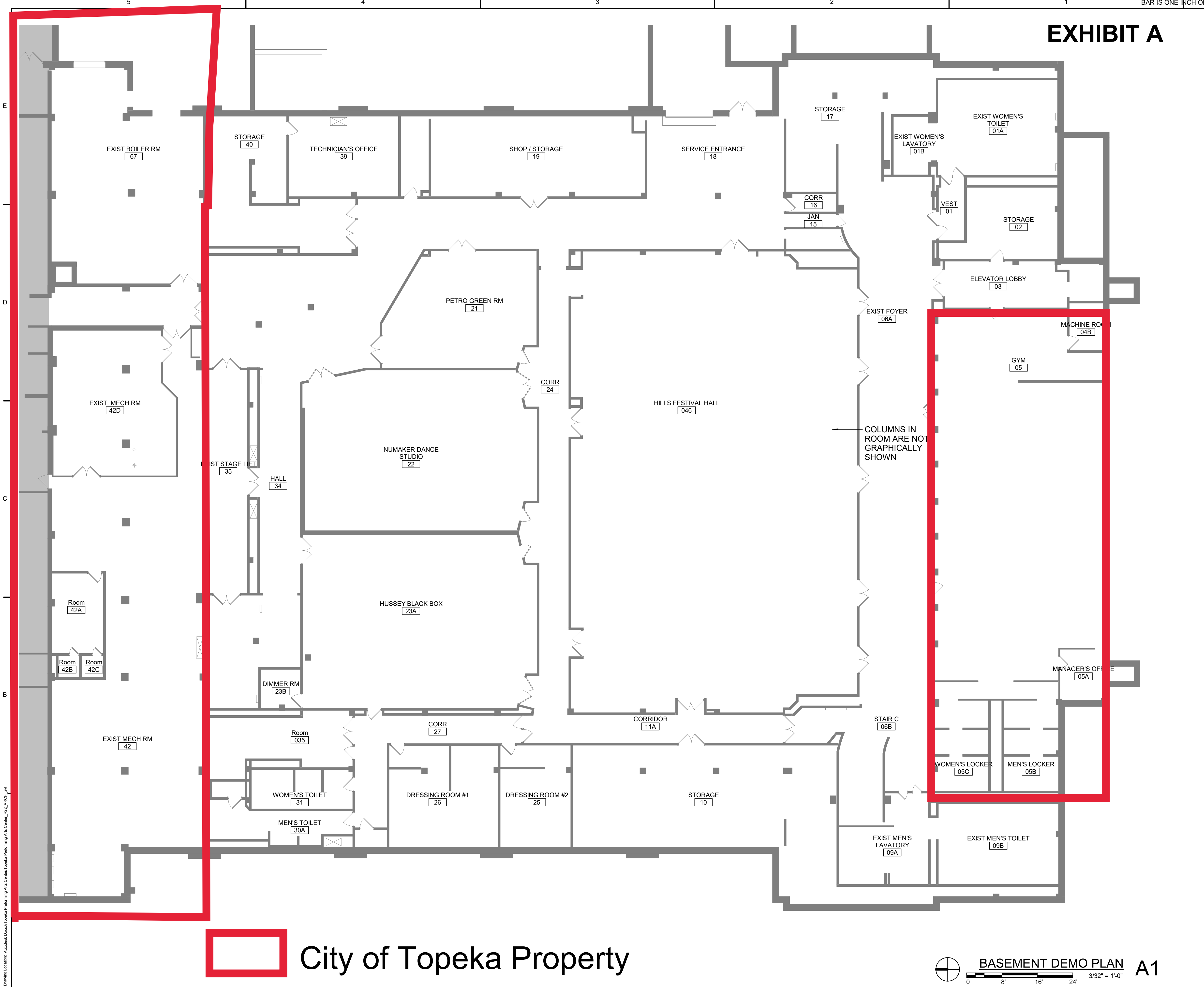
APPROVED AS TO FORM AND LEGALITY
DATE _____ BY _____

TOPEKA PERFORMING ARTS CENTER, INC.

Shane Grau, Board President

ATTEST:

EXHIBIT A



GENERAL DEMOLITION NOTES

- A. THIS BUILDING IS LISTED ON THE NATIONAL HISTORIC REGISTER. ANY WORK UNDERTAKEN BY THIS PROJECT WILL COMPLY WITH THE SECRETARY OF THE INTERIORS STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES.
- B. IT SHALL BE THE PRIORITY OF THE CONTRACTOR PERFORMING DEMOLITION TO PRESERVE, RESTORE AND PROTECT THE EXTERIOR APPEARANCE OF THE BUILDING ALONG WITH ANY HISTORIC FEATURES - EXTERIOR AND INTERIOR TO THE BUILDING - IDENTIFIED OR UNCOVERED DURING SELECTIVE DEMOLITION.
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- D. THE GC SHALL COORDINATE ARCHITECTURAL, STRUCTURAL, CIVIL, MECHANICAL, ELECTRICAL, AND PLUMBING WORK AND ALL SUBCONTRACTORS FOR DEMOLITION AND REPAIR WORK.
- E. IT IS THE INTENT OF THESE DRAWINGS TO INDICATE THE REMOVAL OF ALL ITEMS WHICH INTERFERE WITH THE FINAL CONSTRUCTION AS SHOWN ON THE FLOOR PLANS, ELEVATIONS, DETAILS, AND SCHEDULES.
- F. TYP. ITEMS TO BE DEMOLISHED SHALL BE REMOVED IN THEIR ENTIRETY, BACK TO THE ORIGINAL SOURCE. SURROUNDING MATERIALS WHICH ARE DISTURBED OR DEMOLISHED THAT ARE SCHEDULED TO REMAIN SHALL BE PATCHED WITH LIKE SURROUNDING MATERIALS, TYP. SALVAGE HISTORIC LIGHT FIXTURES FOR REUSE AS INDICATED.
- G. NON HISTORIC MATERIALS TO BE DEMOLISHED SHALL BE AT THE CONTRACTORS DISCRETION, BUT IS ENCOURAGED, TO RECYCLE THESE MATERIALS.
- H. HISTORIC INTACT DOORS, WINDOWS, OR OTHER ORIGINAL BUILDING MATERIALS DESIGNATED FOR REMOVAL AND/OR ARE FOUND ON SITE THAT ARE NOT DESIGNATED FOR REUSE SHALL BE STORED ON SITE, IN THE BUILDING THEY ORIGINATED FROM, FOR THE OWNER.
- I. NOTIFY ARCHITECT IF DEMOLITION WORK UNCOVERS DAMAGED STRUCTURAL COMPONENTS NOT NOTED TO BE REPAIRED.
- J. COORDINATE REMOVAL AND/OR SALVAGE OF EXIST FIRE SPRINKLER EQUIPMENT, MECHANICAL EQUIPMENT, FIRE ALARM PANELS, ALARM PULL STATIONS, FIRE HOSE CABINETS, ELECTRICAL PANELS, TELEPHONE PANELS, FUSE BOXES, PIPING, CONDUIT, ETC. WITH MEP DRAWINGS.
- K. REMOVE EXIST BUILDING WALLS, DOORS, BUILDING COMPONENTS AS INDICATED ON THE DRAWINGS, INCLUDING MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS. CAREFULLY REMOVE OR DISMANTLE ITEMS SCHEDULED FOR REUSE OR SALVAGE FOR OWNER.
- L. PROTECT ALL FLOOR, WALL AND CEILING SURFACES SCHEDULED TO REMAIN DURING DEMOLITION AND CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO TERRAZZO FLOORINGS, MARBLE, AND PLASTER FINISHES.
- M. REMOVE THE LEAST AMOUNT OF EXIST PLASTER CEILING NECESSARY TO REMOVE EXIST AND INSTALL NEW HVAC EQUIP.
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- R. AT BUILDING EXTERIOR - REMOVE UNUSED CONDUIT OR PIPING, MISCELLANEOUS FASTENERS, ANTENNAS, CABLE/TELEPHONE/SECURITY BOXES, VARIOUS SCREWS AND NAILS, UNUSED DOWNSPOUT HARDWARE, AND VINES, ETC. ATTACHED TO BUILDING.
- S. REMOVE ITEMS OF DEMOLITION WORK FROM THE PROJECT DAILY AND DISPOSE OF PROPERLY.
- T. REMOVE NON-HISTORIC FLOOR FINISHES DOWN TO EXIST CONCRETE SLAB OR DECK, UNO.
- U. PROVIDE SHORING AS NECESSARY AT REMOVED DOORS IN WALLS TO REMAIN.
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- ZC. ALL LIGHT FIXTURES THAT HAVE TO BE REMOVED FOR NEW HVAC INSTALLATION SHALL BE SALVAGED FOR REUSE AFTER HVAC INSTALLATION IS COMPLETE.

DEMOLITION LEGEND

- REMOVE WALL
- REMOVE PIPE
- REMOVE DOOR
- EXISTING WALL

#	DATE	DESCRIPTION
1	03/19/2024	ASI 001

Bartlett & West
 1200 SW Executive DR. - Topeka, KS 66615
 (785) - 272 - 2252
 www.bartlettwest.com

BASEMENT DEMO PLAN
 CITY OF TOPEKA
 TOPEKA MUNICIPAL BUILDING: TPAC HVAC PROJECT
 214 SE 8th Street, Topeka, KS 66603



DESIGNED BY:	BMH
DRAWN BY:	BMH
APPROVED BY:	KVK
DESIGN PROJ:	HP0693.0001.00
CONST PROJ:	---
SCALE:	AS NOTED
DATE:	11/10/2023
DRAWING NO:	AD100

City of Topeka Property

BASEMENT DEMO PLAN A1
 0 8' 16' 24' 3/32" = 1'-0"



Drawing Location: A:\work\Draw\Topeka\Performing Arts Center\Topeka Performing Arts Center_2023_ARCH.dwg

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GENERAL DEMOLITION NOTES

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DEMOLITION LEGEND

- REMOVE WALL
- REMOVE PIPE
- REMOVE DOOR
- EXISTING WALL

DEMO KEYNOTES

MARK	DESCRIPTION
D01	REMOVE HISTORIC CLAY TILE WALL & TERRAZZO/CONCRETE BASE PER DETAIL ON SHEET AS 1. PROTECT SURROUNDING HISTORIC MATERIAL TO REMAIN.
D02	DISMANTLE & SALVAGE HISTORIC DOOR AND FRAME TO OWNER.

#	DATE	DESCRIPTION
1	03/19/2024	ASI 001

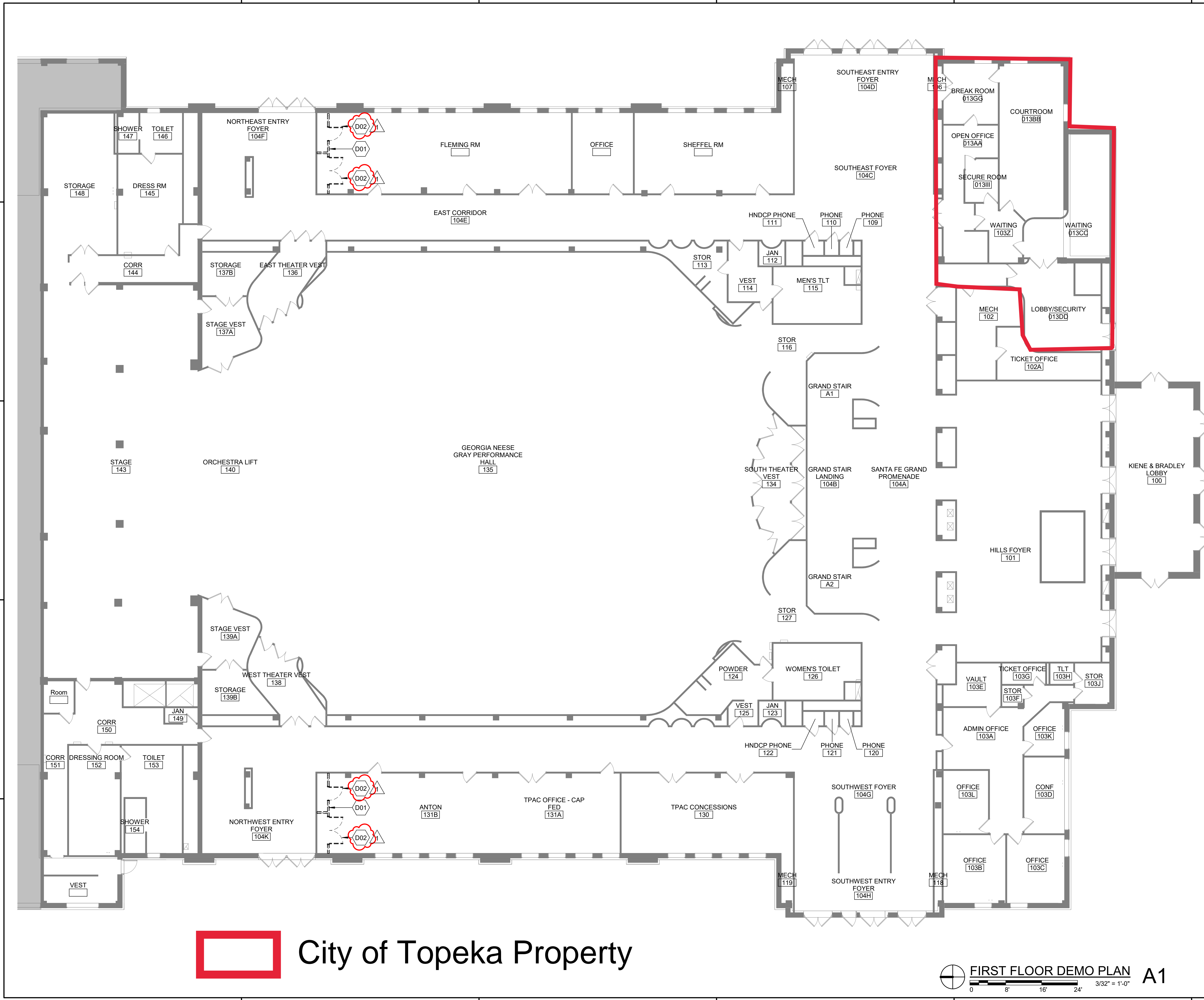
Bartlett & West
 1200 SW Executive DR. - Topeka, KS 66615
 (785) - 272 - 2252
 www.bartlettwest.com

FIRST FLOOR DEMO PLAN
 CITY OF TOPEKA
 TOPEKA MUNICIPAL BUILDING: TPAC HVAC PROJECT
 214 SE 8th Street, Topeka, KS 66603



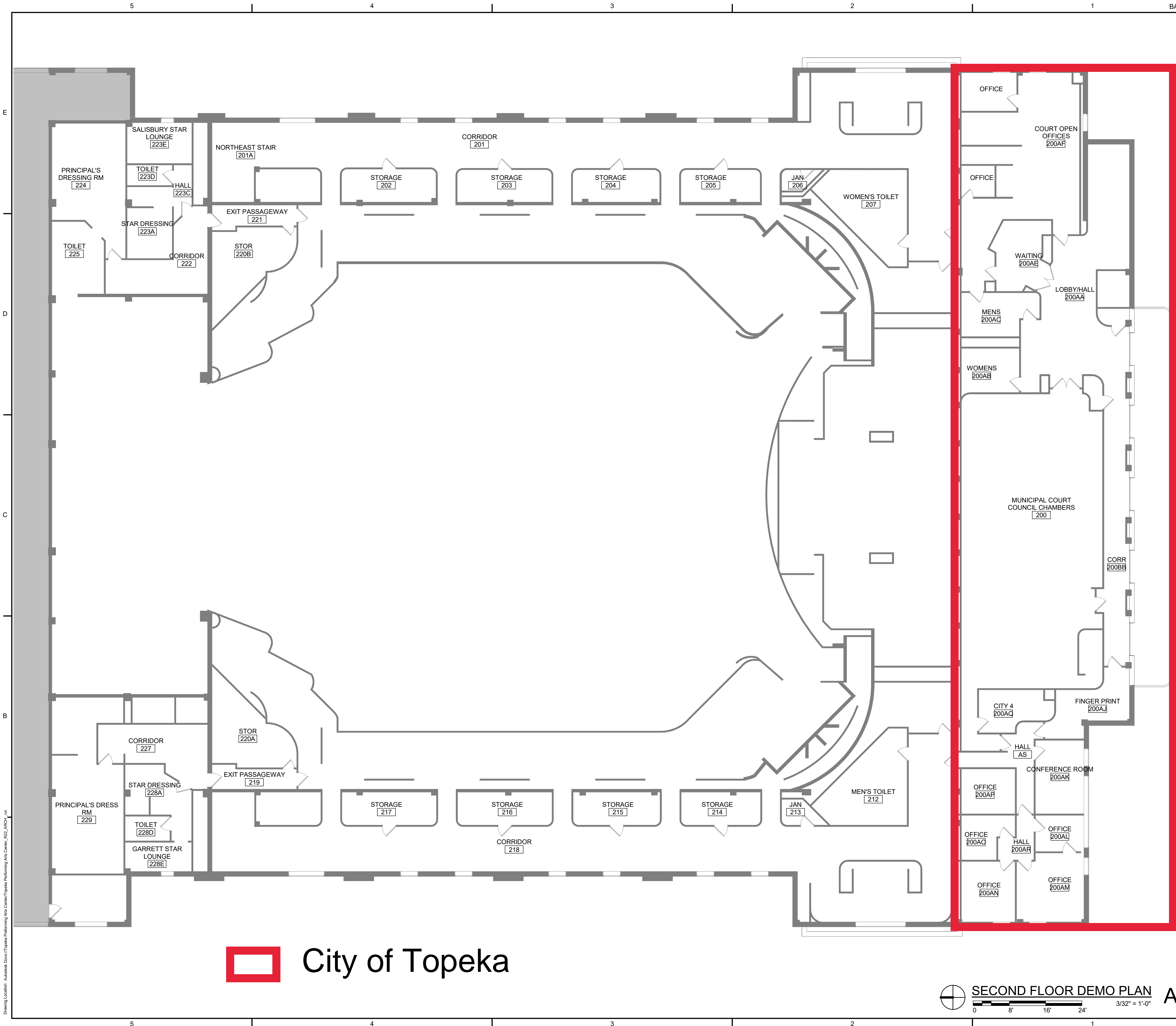
DESIGNED BY:	BMH
DRAWN BY:	BMH
APPROVED BY:	KVK
DESIGN PROJ:	HP0693.0001.00
CONST PROJ:	---
SCALE:	AS NOTED
DATE:	11/10/2023
DRAWING NO:	AD101

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City of Topeka Property

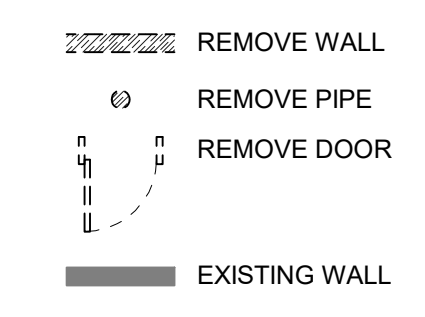
Drawing Location: A:\work\Draw\Topeka Performing Arts Center\Topeka Performing Arts Center_2023_ARCHD1.plt



GENERAL DEMOLITION NOTES

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DEMOLITION LEGEND



 City of Topeka

TREANORHL

#	DATE	DESCRIPTION
1	03/19/2024	ASI 001

Bartlett & West
 1200 SW Executive DR. - Topeka, KS 66615
 (785) - 272 - 2252
 www.bartlettwest.com

SECOND FLOOR DEMO PLAN
 CITY OF TOPEKA
 TOPEKA MUNICIPAL BUILDING: TPAC HVAC PROJECT
 214 SE 8th Street, Topeka, KS 66603



DESIGNED BY:	BMH
DRAWN BY:	BMH
APPROVED BY:	KVK
DESIGN PROJ:	HP0693.0001.00
CONST PROJ:	---
SCALE:	AS NOTED
DATE:	11/10/2023
DRAWING NO:	AD102

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EXHIBIT B

Outlined areas represent "Catacombs" storage area not pictured on plans between floors 1 and 2

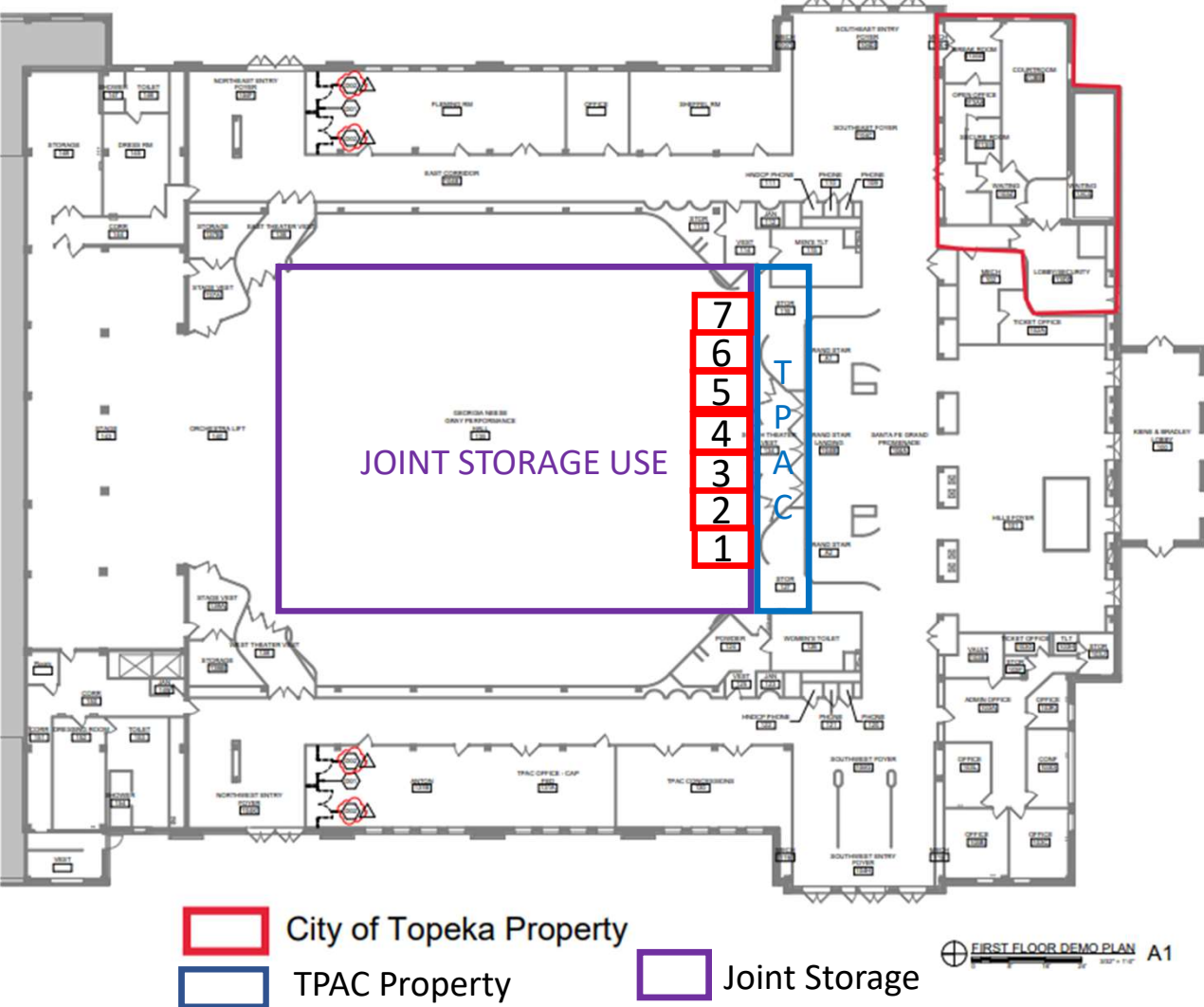


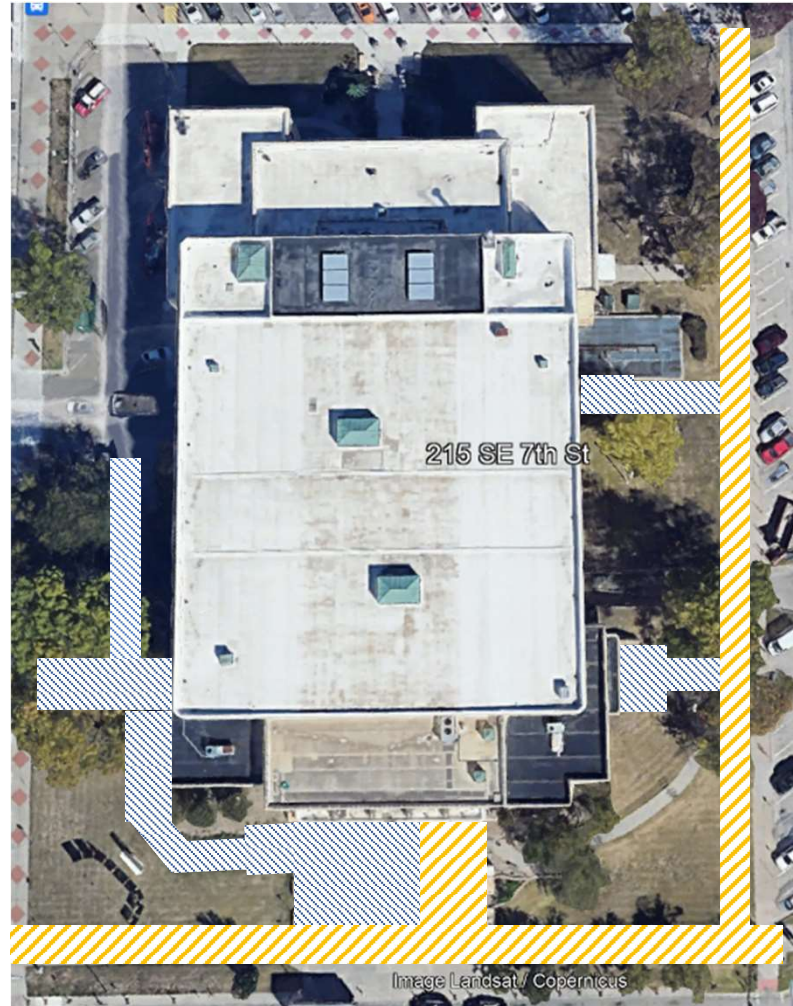


EXHIBIT C

- A. The City of Topeka performs clearance activities during regular business hours Monday through Friday between the hours of 8 a.m. and 5 p.m. in addition to hours in which City sponsored activities are scheduled outside of regular business hours in the Municipal Court facility.
- B. TPAC is responsible for clearance activities otherwise.

-  TPAC Snow Removal
-  City Snow Removal



Topeka Performing Arts Center - Inventory

EXHIBIT D

Dept	Dept No	TPAC #	Description	Date	Life	Amount
Furniture & Equipment	5	200	Office Furniture	Oct-90	5	\$ 7,893.75
Furniture & Equipment	5	210	Norstar Telephone System	Oct-90	5	\$ 7,970.52
Donated Equipment	6	070	Furniture	Jan-91	7	\$ 1,650.00
Furniture & Equipment	5	220	Jenkins Music - Piano	Feb-91	20	\$ 15,000.00
Furniture & Equipment	5	250	Vargas - Furniture	Feb-91	7	\$ 441.00
Furniture & Equipment	5	260	Ed Marlings - Furniture	Feb-91	7	\$ 884.00
Furniture & Equipment	5	270	Linda Lee - Chairs	Feb-91	7	\$ 17,603.07
Furniture & Equipment	5	280	Equipment Kitchen	Feb-91	10	\$ 23,903.05
Furniture & Equipment	5	300	Pennsylvania House - FURN	Feb-91	7	\$ 1,386.14
Furniture & Equipment	5	340	Flagline America	Mar-91	10	\$ 343.27
Furniture & Equipment	5	350	Piano Dolly	Mar-91	5	\$ 394.00
Furniture & Equipment	5	360	Irwin Seating - Theater Chairs	Mar-91	7	\$ 500.00
Furniture & Equipment	5	410	Dressing Room Furniture	Mar-91	7	\$ 1,460.87
Furniture & Equipment	5	420	Music Stands	Mar-91	10	\$ 1,725.00
Furniture & Equipment	5	430	AV Equipment	Mar-91	5	\$ 4,248.26
Furniture & Equipment	5	460	Equipment Kitchen, Bars, concessions	Mar-91	10	\$ 11,237.52
Furniture & Equipment	5	470	Equipment Kitchen, Bars, concessions	Mar-91	10	\$ 18,322.78
Furniture & Equipment	5	480	Card Tables	Mar-91	5	\$ 126.30
Furniture & Equipment	5	490	Blower Motor	Mar-91	5	\$ 706.58
Furniture & Equipment	5	500	Creative Signs	Apr-91	5	\$ 82.00
Furniture & Equipment	5	530	Capital City Office	Apr-91	7	\$ 1,778.73
Furniture & Equipment	5	550	Portable lift	Apr-91	20	\$ 3,900.00
Furniture & Equipment	5	560	Furniture	Apr-91	7	\$ 4,244.00
Furniture & Equipment	5	570	Kitchen Sinks	Apr-91	10	\$ 4,692.81
Furniture & Equipment	5	580	Cardinal	Apr-91	5	\$ 340.80
Furniture & Equipment	5	590	Wolfes	Apr-91	5	\$ 552.57
Furniture & Equipment	5	630	Lamps	May-91	7	\$ 252.54
Furniture & Equipment	5	640	Cardinal - trash cans	May-91	5	\$ 267.12
Furniture & Equipment	5	650	Topeka FM	May-91	5	\$ 413.20
Furniture & Equipment	5	670	Podium	May-91	7	\$ 749.40
Furniture & Equipment	5	680	DL Smith Electrical	May-91	20	\$ 906.00
Furniture & Equipment	5	690	Graphic Impression	May-91	5	\$ 973.56
Furniture & Equipment	5	700	SW Bell Installation	May-91	5	\$ 263.39
Furniture & Equipment	5	720	Cocktail Tables	Jun-91	7	\$ 298.35
Furniture & Equipment	5	750	Elect Identification Sign	Jul-91	5	\$ 31,949.00
Furniture & Equipment	5	770	Furniture - CAP CY OFF PR	Jul-91	7	\$ 7,078.06
Furniture & Equipment	5	780	Love Seat - CAP CY OFF PR	Aug-91	7	\$ 1,989.23
Furniture & Equipment	5	790	Linda Lee Design	Aug-91	7	\$ 4,391.27
Furniture & Equipment	5	800	Laminator - Luggage Slot	Aug-91	7	\$ 61.78
Furniture & Equipment	5	810	Laminator	Sep-91	7	\$ 415.74
Furniture & Equipment	5	820	Table Caddy	Oct-91	7	\$ 862.74
Furniture & Equipment	5	860	Equipment Marketing	Nov-91	10	\$ 938.25
Furniture & Equipment	5	870	Welding Cable & Receptacl	Nov-91	5	\$ 3,205.33
Furniture & Equipment	5	740 & 830	Xenon Followspots & 500 W Quartz Lamps	Nov-91	5	\$ 8,400.40
Furniture & Equipment	5	880	Topeka FM - Dividers	Jan-92	5	\$ 720.00
Furniture & Equipment	5	890	Topeka FM - P50 4 Watt 2 CH	Feb-92	5	\$ 1,055.66
Furniture & Equipment	5	900	Computer Cart	Apr-92	5	\$ 112.43
Furniture & Equipment	5	940	Storage Cabinet	Jul-92	7	\$ 402.31
Furniture & Equipment	5	960	Desks	Jul-92	7	\$ 3,098.57
Furniture & Equipment	5	980	Computer Cart	Aug-92	5	\$ 675.64
Furniture & Equipment	5	1000	MAS 90 Software	Aug-92	5	\$ 2,180.66
Furniture & Equipment	5	1010	Desks and Floor Mats	Sep-92	7	\$ 1,083.99
Furniture & Equipment	5	1020	Filing Cabinet & Chairs	Sep-92	7	\$ 656.32
Furniture & Equipment	5	1030	Computer Printer, Soft	Sep-92	5	\$ 2,986.27
Furniture & Equipment	5	1050	Computer Tables	Oct-92	7	\$ 296.52
Furniture & Equipment	5	1080	Piano Bench	Oct-92	7	\$ 344.18
Furniture & Equipment	5	1090	Music Stand & Lights	Oct-92	7	\$ 450.00

Topeka Performing Arts Center - Inventory

Dept	Dept No	TPAC #	Description	Date	Life	Amount
Furniture & Equipment	5	1070	Computer Tables	Dec-92	7	\$ 148.26
Furniture & Equipment	5	1100	Wireless Microphones	Dec-92	7	\$ 5,938.45
Furniture & Equipment	5	1110	Banquet Tables	Mar-93	7	\$ 666.44
Furniture & Equipment	5	1120	Dance Floor	May-93	20	\$ 1,596.34
Furniture & Equipment	5	1150	Sound Boards	Jun-93	7	\$ 15,800.28
Furniture & Equipment	5	1160	Leko Lights	Jun-93	7	\$ 2,412.00
Furniture & Equipment	5	1170	Lamp Bars, Truss, Connector	Jun-93	7	\$ 12,110.23
Furniture & Equipment	5	1180	Ashley Power AMPS, Limiter	Jun-93	7	\$ 10,261.01
Furniture & Equipment	5	1190	Sound/Light	Jun-93	7	\$ 3,572.75
Furniture & Equipment	5	1210	Lights	Jun-93	7	\$ 2,165.53
Furniture & Equipment	5	1280	Metal Signs	Apr-94	7	\$ 1,017.00
Furniture & Equipment	5	1290	Meridan Telephone	Apr-94	5	\$ 421.34
Furniture & Equipment	5	1310	Desk Unit w/ Files	May-94	7	\$ 1,948.17
Furniture & Equipment	5	1330	Box Office Wide Printer	May-94	7	\$ 783.66
Furniture & Equipment	5	1340	CT 800 Crown AMP	Aug-94	5	\$ 1,345.46
Furniture & Equipment	5	1350	Laserjet 4+ Printer IBM	Aug-94	5	\$ 1,778.06
Furniture & Equipment	5	1430	Various Indoor Signs	Aug-94	7	\$ 783.66
Furniture & Equipment	5	1360	30 30x96 Tables	Sep-94	7	\$ 3,996.00
Furniture & Equipment	5	1370	20 30x72 Tables	Sep-94	7	\$ 2,466.00
Furniture & Equipment	5	1380	35 24x72 Tables	Sep-94	7	\$ 3,969.00
Furniture & Equipment	5	1390	15 Round 5 Ft Tables	Sep-94	7	\$ 2,295.00
Furniture & Equipment	5	1400	5 Round 6 ft Tables	Sep-94	7	\$ 1,064.25
Furniture & Equipment	5	1410	10 Round 30" Tables	Sep-94	7	\$ 1,183.00
Furniture & Equipment	5	1420	Burgandy/Black Chair	Oct-94	7	\$ 169.39
Furniture & Equipment	5	1450	20 Maroon Tablecloths	Nov-94	7	\$ 2,045.22
Furniture & Equipment	5	1460	Strand LBX Control Desk (Light Board)	Dec-94	5	\$ 10,455.78
Furniture & Equipment	5	1470	F9 For Windows Software	Jan-95	5	\$ 143.68
Furniture & Equipment	5	1480	Table Cloths	Oct-95	7	\$ 3,638.49
Furniture & Equipment	5	1540	Orchestra Shell	Oct-95	7	\$ 1,801.09
Furniture & Equipment	5	1530	Coat Racks	May-96	7	\$ 251.76
Furniture & Equipment	5	1570	Event Sched Software	May-96	5	\$ 2,000.00
Furniture & Equipment	5	1560	Gateway Comp-Bus MGR	Aug-96	5	\$ 2,693.83
Furniture & Equipment	5	1580	MAS 90 for Windows	Aug-96	5	\$ 1,800.52
Furniture & Equipment	5	1590	HP Laserjet 1600c	Sep-96	5	\$ 1,459.56
Furniture & Equipment	5	1600	File Cabinets Midwest	Oct-96	7	\$ 944.74
Furniture & Equipment	5	1610	File Cabinets Midwest	Oct-96	7	\$ 631.60
Furniture & Equipment	5	1620	Gateway computer	Nov-96	5	\$ 3,008.53
Furniture & Equipment	5	1640	HON 30x60 Desk & Chairs	Jan-97	7	\$ 1,401.03
Furniture & Equipment	5	1680	Washer and Dryer	Mar-97	7	\$ 100.00
Furniture & Equipment	5	1650	CPE Gate	Apr-97	5	\$ 1,781.20
Furniture & Equipment	5	1660	Monitor Box Offices	Apr-97	5	\$ 214.00
Furniture & Equipment	5	1670	Adjust Aluminum Easel	Apr-97	7	\$ 159.21
Furniture & Equipment	5	1690	Office Furniture	Jul-97	7	\$ 402.26
Furniture & Equipment	5	1730	Gateway 233MHZ Computer	Aug-97	5	\$ 3,142.80
Furniture & Equipment	5	1740	Gateway 200MHZ Computers-2	Aug-97	5	\$ 4,997.44
Furniture & Equipment	5	1700	Filing Cabinet	Sep-97	7	\$ 631.59
Furniture & Equipment	5	1710	F9 Program Software	Sep-97	3	\$ 220.79
Furniture & Equipment	5	1720	Zip Drive	Sep-97	5	\$ 254.65
Furniture & Equipment	5	1750	Gateway Comp. GP6 - 266	Aug-98	5	\$ 1,843.10
Furniture & Equipment	5	1770	Gateway CP6 33c PC	Aug-98	5	\$ 5,953.08
Furniture & Equipment	5	1780	Fileserver/4 Workstations	Aug-98	5	\$ 18,948.31
Furniture & Equipment	5	1800	Tables - 4 rounds	Aug-98	7	\$ 985.82
Furniture & Equipment	5	080	Computer Model 50	Sep-98	5	\$ 2,150.00
Furniture & Equipment	5	090	Software	Sep-98	5	\$ 30.00
Furniture & Equipment	5	1810	Telephone set	Oct-98	5	\$ 342.20
Furniture & Equipment	5	1820	Office Furniture	Nov-98	7	\$ 132.69
Furniture & Equipment	5	320	Crowd Control Rope & Stations	Feb-99	10	\$ 2,748.80

Topeka Performing Arts Center - Inventory

Dept	Dept No	TPAC #	Description	Date	Life	Amount
Furniture & Equipment	5	1830	Refrigerator - Stainless 4 door	Feb-99	7	\$ 1,000.00
Furniture & Equipment	5	1790	Laptop Computer	Mar-99	5	\$ 2,259.34
Furniture & Equipment	5	1840	Officer Furniture	Apr-99	7	\$ 130.87
Furniture & Equipment	5	1850	Cash Register	May-99	7	\$ 338.62
Furniture & Equipment	5	1870	Organizer	Aug-99	3	\$ 395.15
Furniture & Equipment	5	1890	Silverware	Aug-99	7	\$ 999.81
Furniture & Equipment	5	1900	Haunted House Set & Costumes (partial owner)	Oct-99	3	\$ 1,905.31
Furniture & Equipment	5	1910	Small Oven	Nov-99	7	\$ 369.00
Furniture & Equipment	5	1920	Refrigerator / Freezer	Nov-99	7	\$ 1,116.06
Furniture & Equipment	5	1930	Table - Rolling Counter	Nov-99	7	\$ 1,293.38
Furniture & Equipment	5	1940	Refrigerator - Perlick Beer Unit	Jan-00	7	\$ 972.95
Furniture & Equipment	5	1950	Tape Back-Up	Jan-00	5	\$ 747.57
Furniture & Equipment	5	1960	Computer	Jan-00	5	\$ 2,585.78
Furniture & Equipment	5	1970	Pitney Bowes - mailing machine & scale	May-00	5	\$ 4,698.22
Furniture & Equipment	5	1980	HP Printer 4050	Jul-00	5	\$ 1,892.59
Furniture & Equipment	5	2000	Phones/Charger	Oct-00	5	\$ 544.66
Furniture & Equipment	5	2010	Carpetriever - vacuum	Nov-00	5	\$ 1,785.23
Furniture & Equipment	5	2030	Ice Machine	Nov-00	5	\$ 4,187.18
Furniture & Equipment	5	2020	Aquaclean Classic - (carpet shampoo machine)	Dec-00	5	\$ 1,550.05
Furniture & Equipment	5	2040	Office Furniture (partition system)	Feb-01	5	\$ 160.00
Furniture & Equipment	5	2050	Computer	Mar-01	5	\$ 2,443.14
			Wenger Orchester Shell	May-01		\$ 6,000.00

Total

\$ 401,444.89



Proudly Managed By 
VenuWorks

Business and Marketing Plan CY2025

Topeka Performing Arts Center Business and Marketing Plan CY2025

Mission Statement

Background

VenuWorks Term and Organizational Chart

Market Analysis - Booking

CY2024 Review

CY2025 Goals and new Objectives

Rental Rates

CY2025 Budget

MISSION STATEMENT

The mission of the Topeka Performing Arts Center is to foster the performing arts through excellence in programming by providing for the advancement, promotion, presentation, and development of the arts to meet the diverse cultural and educational needs of our community.

BACKGROUND

In 1991, the Topeka Municipal Auditorium was transformed into a state-of-the-art performing arts center. The force for this enterprise was a group of civic-minded individuals and local business owners who were interested in enhancing the quality of life in the City of Topeka.

The Topeka Performing Arts Center Board of Trustees (TPAC) entered into an agreement with the City of Topeka owner to manage the venue with the following contractual 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.
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.

On July 1, 2002, the TPAC Board entered into an agreement with VenuWorks (originally named Compass Management) to provide full management, operational and marketing support for the venue. VenuWorks is the only employee-owned private management company in the United States, and provides comprehensive management and consulting services for arenas, theaters and convention centers across the Country.

There are several advantages for a municipal partner or authority board in contracting with private management including:

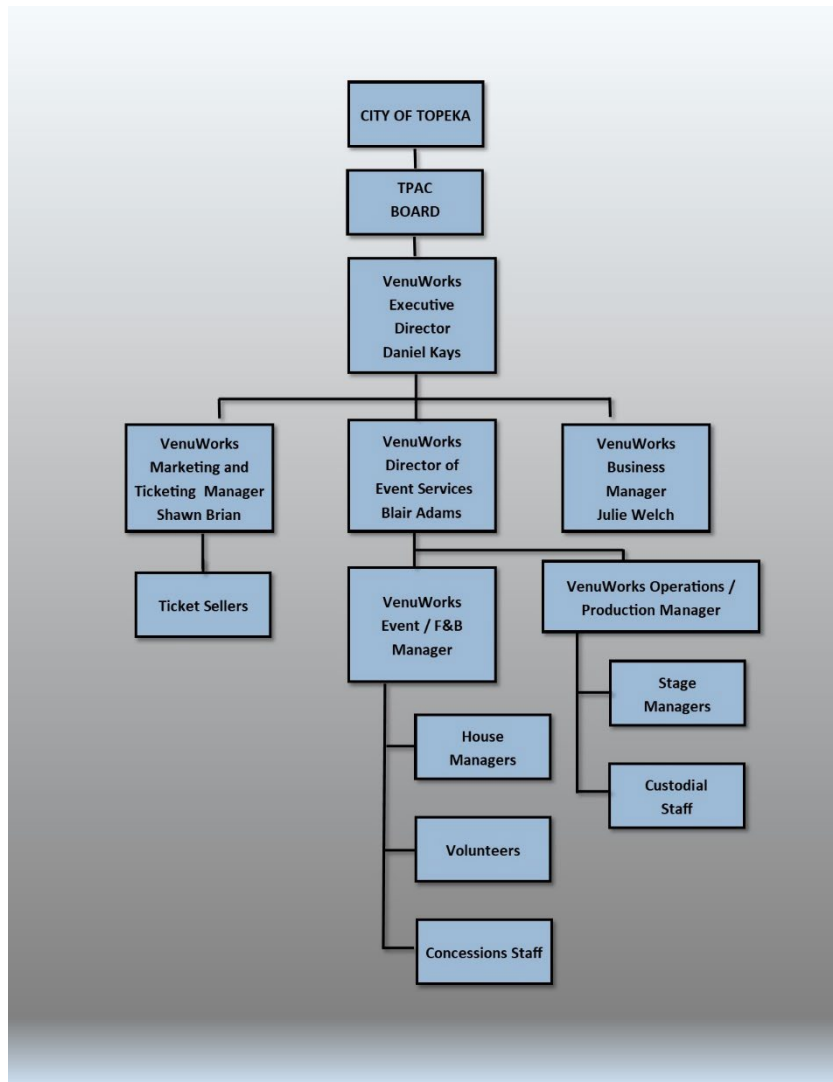
1. Reduction of Liability. VenuWorks carries all general liability and liquor related insurance at competitive national rates, shielding the owner and Board from litigation related to operation of the venue.

2. Human Resources Management. All employees at the facility are VenuWorks employees benefitting from competitive health benefits and 401K programs, and since VenuWorks employs nationally over 3,500 employees the venue financials will experience administrative savings in providing tax, benefits and insurance processing.
3. Booking and Programming network. VenuWorks specializes in recruiting nationally touring commercial acts and conferences to play in secondary and tertiary markets despite fierce competition from surrounding larger markets and casinos/festivals/fairs.
 - a. Additionally, a department of the parent company *VenuWorks Presents* acts as an independent promoter to purchase talent and play commercial touring acts in underserved markets at little to no financial risk to venue owners.
4. Sponsorship Development. VenuWorks staff generate millions of dollars in revenue annually by assisting owners and Boards in obtaining naming rights, sponsorships, pouring rights, and display advertising. VenuWorks employees additionally participate in local service organizations and seek out private/public partnerships that are vital to the operation of a community public assembly space.
5. Food and Beverage Services. VenuWorks staff attend food shows and rely on a national pool of talent to ensure that the latest technologies and trends in food service are being offered in every market, and to ensure that pricing will meet community expectations.
6. Operational Controls, Systems and Procedures. VenuWorks employees are trained in preventative measures designed to minimize the risk of injury or damage. Risk management partner Holmes Murphy, along with our liability insurance company, conduct annual safety assessments for each of our venues. Additionally, VenuWorks employs a regular system of audit controls to confirm that company procedures ranging from asset management to cash handling to risk management are being conducted according to best practices.
7. Revenue benefits and cost-savings with national vendor contracts. VenuWorks has national contracts with vendors that will increase ancillary revenues, for instance through a national partnership with TicketMaster the largest electronic ticketing vendor in the world and participates in volume discount programs with large national suppliers to reduce cost of goods and supplies ranging from floor scrubbers to toilet paper to chicken nuggets.

VENUWORKS TERM and ORGANIZATION STRUCTURE

The current management agreement between the TPAC Board and VenuWorks of Topeka LLC commenced on January 1, 2024, and expires on December 31, 2026, and allows for two (2) optional three-year extension terms subject to mutual agreement of the Parties. VenuWorks is an independent contractor retained to provide management services for the Topeka Performing Arts Center including, but not limited to, booking, selling tickets, marketing shows and the venue, event production, guest services, facility operations, maintenance and light repairs, food and beverage services, financial and human resources administration, and sponsorship development.

To keep personnel expenses minimal, VenuWorks employs the following full-time employees and many part-time staff to accomplish these management services as follows:



Following is a brief description of job responsibilities per department:

Executive Director

Overall responsibility for financial and staff management and answers to Owner/Board. Including the following: Oversee management of calendar including theater and conference/banquet spaces. Prepare scaling's and review promoter offers. Create risk analysis and seek owner approval for shows with down-side risk. Issuance of contracts and insurance and approval of all show settlements. Oversee facility booking, including third-party rentals, third-party co-pro's, "VenuWorks Presents" rentals and co-pros, and venue straight self-promoted talent buying. Seek out corporate meetings/workshops/private parties/banquets with area businesses to be held on-stage or in banquet spaces. Sponsorship sales with the assistance of the Board Members, City Manager and Mayor to open doors and present sponsorship opportunities for local businesses to financially support the operation of the venue. At the Owner/Board's request, prepare materials for Naming Rights sponsorship and pitch to potential parties as identified.

Business Manager

On-site management of FT and PT staff human resources onboarding in compliance with VenuWorks HR policies and procedures Process employee payroll and manage time keeping. Perform monthly, quarterly, and annual accounting activities including reconciliations of bank and credit card accounts, review of financial reports and support as necessary, including reconciliation of prepaid and accrual accounts. Generate monthly financial reporting and analysis. Process daily deposits and AP/AR. Manage vendor accounts and 1099 process. Process sales tax remittances. Manage PO system for purchasing procedures and perform general ledger coding. Work with Exec team to craft annual budget, regular forecasts against budget for year-end. On-site rep for merch vendors including advancing touring merch requirements and on-site liaison and end of show settlement. Work with F&B to secure local merch sellers.

Marketing, Sales and Ticketing

FT position supported by part-time staff in following departments:

Marketing: Manage marketing and publicity for each event including competitive media buying, securing graphic design services, promotional and trade development, website updates, e-blasts, etc. Coordinate with promoter partners, venue staff and community partners. Serve as “traffic director” as event announce/on-sale timelines are developed. Monitor ticket sales and prioritize marketing efforts to maximize ticket sales. Create on-site branding and “sizzle” to encourage F&B sales. Direct and maintain the overall marketing and branding strategy at a national level. Coordinate on-site marketing events including advancing show details, escorting media, contest winners, sponsors, and managing various event promotions and meet and greets. Manage all electronic assets for venues including website and social media accounts. Create and compile post-event reports for show settlement including invoices, tear sheets, patron feedback and other related materials.

Ticketing: Receive ticketing letters and build ticket inventory in electronic ticketing system for announced shows. Coordinate on-sale, mid-cycle maintenance and day of show ticket sales. Perform final audit and participate in show settlements. Perform the proper accounting of all money and tickets for events serviced by the building, including but not limited to daily balancing of ticket sellers, daily sales reports, daily accounting reconciliations, and deposits. Process comp ticket requests, coordinate sponsor & client ticket bank usage, and distribute premium seat tickets as needed. Perform interviews, hiring, training, scheduling and disciplinary functions for all part-time Ticket Office staff.

Group Sales and Premium Sales: Processing fulfillment requests for signage and ticket packages related to sponsor packages. Producing end of year reporting for sponsors. Processing and fulfilling group sales (i.e.: VIP lift packages or groups of 20+ with special add-on conditions for meals or transportation).

Director of Events Services

Coordinate with Executive Director in management of calendar including theater and conference/banquet spaces

Sales: Coordinate with Executive Director in Booking, booking, booking. Includes third-party rentals; third-party co-pro's; “VenuWorks Presents” rentals and co-pro's; and venue straight self-promoted talent buying. Seek out corporate meetings/workshops/private parties/banquets with area businesses to be held on-stage or in banquet spaces.

Supported by part-time positions for front-of-house; back-of-house; and custodial in addition to part-time staff in each department as follows:

Event Management: Meet with promoters, tour managers, community members and all other constituents to plan events. Serve as primary on-site contact during events. Prepare event cost estimates as needed, and accurately input costs into financial settlement for each event. Rent equipment, schedule part-time staff including stagehands and runners to fulfill event requirements. Assist in creating and maintaining a successful “backstage experience” for all visiting tours, artists and promoters.

Guest Services: Manage all front-of-house functions including hiring, training and scheduling all ushers, ticket takers, t-shirt security, Police, medical and other staff required. Offer OSHA-required trained crowd management, CPR and other training to all FOH staff. Respond to guest questions and/or complaints during events. Develop/coordinate a part-time employee rewards and retention program. Manage Incident Report documentation and OSHA logs. Monitor and maintain facility compliance with ADA requirements.

Operations/Production Manager: Manage all back-of-house (BOH) functions including hiring, training and scheduling part-time staff in charge of repairs and maintenance; grounds maintenance; preventative maintenance; contractor management (fire inspection, elevator, sprinklers, etc.); custodial services after events; operational event needs including stage builds, chair sets, barricade sets, etc.; managing stage crew and hands including riggers to manage production needs for shows. Organize and execute training and safety programs to ensure compliance with all OSHA mandated requirements.

Food and Beverage/Administrative Manager

Supported by PT roles including cook(s), bartenders, servers, stockers and non-profit groups.

Overall concessions and banquet services management including licensing and permits (health, liquor, Servsafe) Hiring, and scheduling staff; conduct specialized training to meet health department and OSHA requirements. Create banquet and concessions menus and pricing to achieve pre-determined profit margins. Order products, manage inventory monthly and control spoilage. Determine staffing levels and locations of points of sale during events to maximize revenue and control expenses. Create banquet, wedding and VIP packages to attract parties to TPAC in addition to further expansion into event catering. Provide administrative support and box office sales support when schedule and workload allow.

MARKET ANALYSIS

Calendar Year 2024 represents the best ticket sales performance at the Topeka Performing Arts Center in the last several years, if not for all time. Several shows this year have performed very well, and current sales are tracking to outperform 2023 sales by a significant margin.

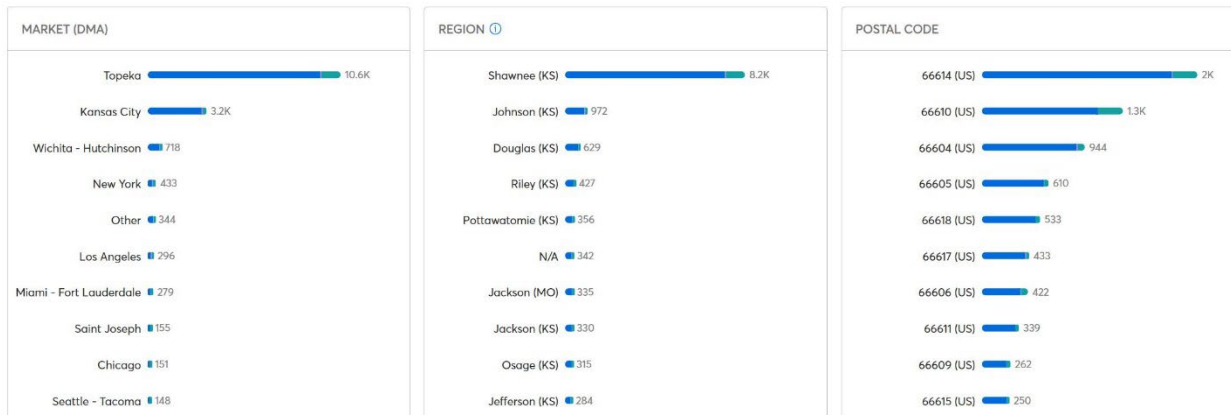
TPAC TICKET SALES HISTORY

Year	# of Ticketed Events w/ Sales	Total Tickets	Total Face Value
2021	45	21,067	\$582,964.49
2022	39	27,692	\$825,863.00
2023	38	27,979	\$948,444.10
2024*	31	21,557	\$892,577.20

* ticket sales and # of events as of 8/22/24

Approximately 8,500 tickets are attributed to local dance studios including Ballet Midwest and Dance Factory.

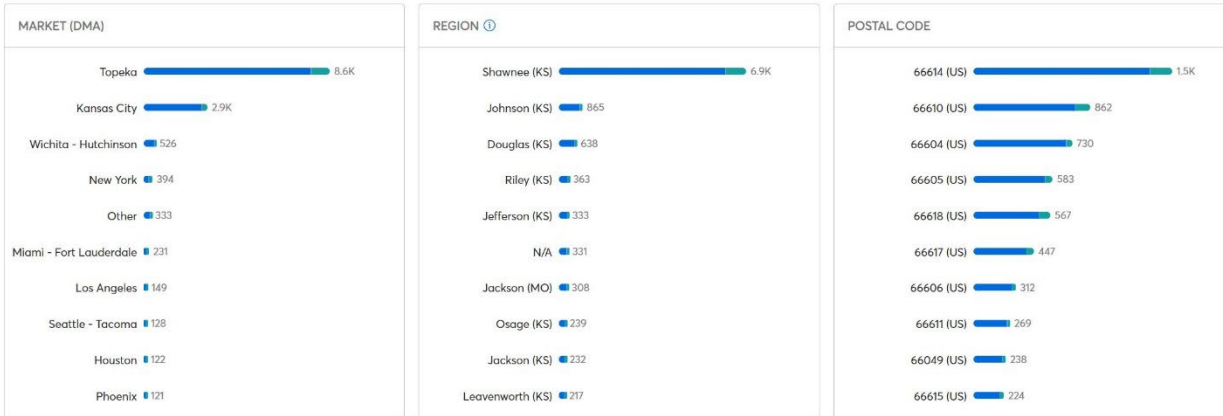
Commercial Touring: Sales Locations reported by Ticketmaster (2023):



Commercial Touring: Sales Locations reported by Ticketmaster (2024):

Top 10 Ticket Sales by Location

• Primary Market • Resale • Transfer



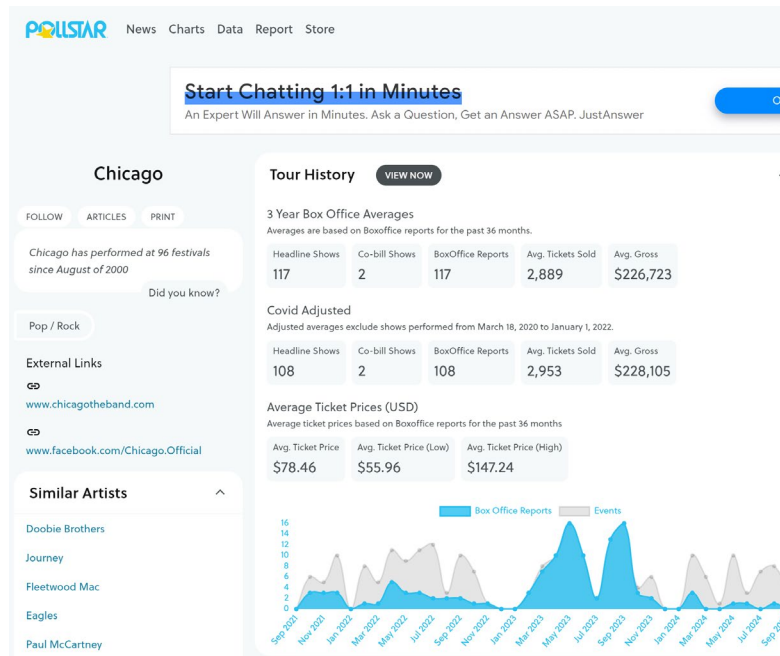
Commercial Touring: Sales Locations reported by Ticketmaster (2023):

42% of all tickets sold in Topeka KS

Regions	City	State/Province	Country	Total	Total
SHAWNEE (KS)	TOPEKA	KS	US	8246	\$252,377.00
JOHNSON (KS)	DE SOTO	KS	US	972	\$52,631.00
DOUGLAS (KS)	LAWRENCE	KS	US	629	\$26,096.00
RILEY (KS)	MANHATTAN	KS	US	427	\$18,422.00
POTTAWATOMIE (KS)	EMMETT	KS	US	356	\$12,770.00
JACKSON (MO)	KANSAS CITY	MO	US	335	\$22,592.00
JACKSON (KS)	DELIA	KS	US	330	\$10,557.00
OSAGE (KS)	BURLINGAME	KS	US	315	\$12,518.00
JEFFERSON (KS)	WINCHESTER	KS	US	284	\$10,287.00
GEARY (KS)	MILFORD	KS	US	246	\$11,446.50
BROWARD (FL)	HOLLYWOOD	FL	US	245	\$5,738.00
LEAVENWORTH (KS)	TONGANOXIE	KS	US	203	\$9,419.00
WYANDOTTE (KS)	KANSAS CITY	KS	US	197	\$9,423.00
LOS ANGELES (CA)	BEVERLY HILLS	CA	US	195	\$7,067.00
SEDGWICK (KS)	WICHITA	KS	US	186	\$10,469.00
WABAUNSEE (KS)	HARVEYVILLE	KS	US	168	\$5,152.00
NEMAHA (KS)	CENTRALIA	KS	US	165	\$5,273.00
CLAY (MO)	KANSAS CITY	MO	US	154	\$8,876.00
LYON (KS)	OLPE	KS	US	140	\$6,878.00
COFFEY (KS)	GRIDLEY	KS	US	139	\$4,076.00

2,889 tickets in a larger market comes out to about \$30,000 in profit for the promoter based on VenuWorks experience in other markets.

- If classic rock can be purchased with guarantees in the range of \$60,000 - \$80,000, then the average ticket prices will be easily marketed in the Shawnee County market.
- If the TPAC Board can support commercial touring with sponsorship to underwrite the cost of tickets (i.e.: using sponsorship dollars to cover half or more of the artist guarantee), then larger guarantees can be sought out and tickets can still be offered to the public at a discounted rate.
- Some children's and young adult touring does well as evidenced by Blippi and Lindsey Stirling. VenuWorks will continue to seek out annual children's programming at affordable guarantees.



The Topeka radio market is also a good indicator of what local residents listen to. According to Google, Topeka has many top radio stations, including country, rock, and sports stations:

- The Big 94.5 Country: Topeka's top country music station – Tim McGraw, Jake Owen, Morgan Wallen, Keith Urban. (Currently advertising Chris Janson for TPAC)
- Country 106.9: Topeka's country legends station (older Country)
- KDVV: A classic rock station that plays harder-edged songs from the 1960s, 70s, and 80s (currently advertising the band Kansas with)
- 580 WIBW: A station that covers sports, agriculture, weather, and talk
- 1490 KTOP: Topeka's sports leader
- The Eagle: A station that plays classic hits – Eagles, Steve Miller, Rolling Stones, Madonna (currently advertising the band Kansas with)
- Majic 107.7 Topeka: A station that plays today's hits and yesterday's favorites (Hozier, Miley Cyrus, Lady Gaga, Katy Perry, Christina Perri, Sam Smith).
- V100: Topeka's rock leader (Neil Young, Boston, Whitesnake, Black Sabbath, Pink Floyd, Bon Jovi, ZZ Top)
- 98.5 Jack FM: A station that plays what we want (UB40, BonJovi, Elton John, Sublime, AC/DC, Mellencamp)

While the top station in the market appears to be targeted towards popular Country, the playlist and advertising are focused on mainstream artists which will not fit in the TPAC venue. Similarly, advertising on the station focuses on large festivals including Cornstock and Thunder of the Heartland in addition to NASCAR events which TPAC cannot afford to advertise against. Country 106.9 has been a steadfast and regular partner with TPAC, and we already know this combination works for selling tickets!

Classic rock stations KDVV, the Eagle, V100, Jack-FM, and Majic 107.7 also primarily play mainstream hits radio and do not regularly feature artists that would fit in TPAC.

Finally, the trade magazine Pollstar (pollstar.com) offers information about the Top 75 commercial touring artists to subscribers. Eliminating the top 35 tours grossing over \$500,000 per show, we are left with an example of what current touring shows are available for booking and how the ticket prices fall:

Rank	36	37	38	39	40	41	42	43	44	45
Artist	Billy Idol	Young Miko	Mariah Carey	Wallows	John Legend	Lindsey Stirling	Elevation Worship	311	Bronco	Forrest Frank
Avg. Tickets Sold	5620	4758	4419	4419	4353	3920	3836	3766	3709	3197
Number of Shows Reported	5	5	5	4	6	8	4	3	3	6
Avg. Gross Sales	\$408,001.00	\$307,607.00	\$753,390.00	\$287,814.00	\$549,396.00	\$282,537.00	\$187,166.00	\$251,012.00	\$310,359.00	\$99,138.00
Avg. Capacity Sold	0.843	0.959	0.921	0.646	0.931	0.794	0.998	0.461	0.793	0.995
Average Ticket Price	\$72.60	\$64.65	\$170.49	\$65.13	\$126.21	\$72.08	\$48.79	\$66.65	\$83.68	\$31.01
Rank	46	47	48	49	50	51	52	53	54	55
Artist	Get The Led Out	Joshua Bassett	Dark Star Orchestra	Boyz II Men	Michael Franti & Spearhead	The Gaslight Anthem	Treaty Oak Revival	Blues Traveler / Big Head Todd & The Monsters	America	Justin Willman
Avg. Tickets Sold	2751	2652	2502	2249	2206	2105	2096	1758	1753	1600
Number of Shows Reported	6	3	6	3	3	4	5	6	3	3
Avg. Gross Sales	\$80,921.00	\$130,195.00	\$109,787.00	\$311,096.00	\$124,403.00	\$85,524.00	\$74,096.00	\$91,838.00	\$174,902.00	\$79,243.00
Avg. Capacity Sold	0.746	0.66	0.63	0.961	0.727	0.627	0.628	0.565	0.833	0.761
Average Ticket Price	\$29.42	\$49.09	\$43.88	\$138.33	\$56.39	\$40.63	\$35.35	\$52.24	\$99.77	\$49.53
Rank	56	57	58	59	60	61	62	63	64	65
Artist	Donny Osmond	Gabby Barrett	Tim Hawkins	JPEGMafia	Jeff Dunham	"Bored Teachers Comedy Tour"	Graham Nash	Christopher Cross	Alkaline Trio	Jim Breuer
Avg. Tickets Sold	1580	1567	1538	1487	1385	1219	1140	1073	1017	975
Number of Shows Reported	4	3	4	5	6	5	5	4	3	3
Avg. Gross Sales	\$149,637.00	\$86,387.00	\$44,445.00	\$54,339.00	\$96,700.00	\$60,487.00	\$77,900.00	\$81,076.00	\$39,023.00	\$53,766.00
Avg. Capacity Sold	0.698	0.914	0.885	0.74	1	0.722	0.898	0.566	0.71	0.642
Average Ticket Price	\$94.71	\$55.13	\$28.90	\$36.54	\$69.82	\$49.62	\$68.33	\$75.56	\$38.37	\$55.14
Rank	66	67	68	69	70	71	72	73	74	76
Artist	Atsuko Okatsuka	The Australian Pink Floyd Show	Mark Normand	Steve-O	Morgan Jay	PJ Morton	Pecos & The Rooftops	Kolby Cooper	Sugar Sammy	The Hip Abduction
Avg. Tickets Sold	965	932	932	811	725	676	659	640	614	585
Number of Shows Reported	13	3	3	5	7	4	6	3	9	3
Avg. Gross Sales	\$36,981.00	\$59,644.00	\$43,651.00	\$41,313.00	\$31,542.00	\$46,733.00	\$14,656.00	\$14,515.00	\$33,285.00	\$12,634.00
Avg. Capacity Sold	1	0.722	0.74	0.658	1	0.53	0.556	0.439	0.945	1
Average Ticket Price	\$38.32	\$64.00	\$46.84	\$50.94	\$43.51	\$69.13	\$22.24	\$22.68	\$54.21	\$21.60

After eliminating the tours with gross ticket sales over \$100,000 or ticket prices higher than \$50 per head, and those tours not remotely represented by the radio stations in the market, there are only a small number of popular artists currently touring that can be sought after to play Topeka in the new year. There are however LOTS of artists available in the classic Country, Christian and comedy markets which will continue to be a mainstay for the financial success of TPAC.

2024 Year-to-date financial performance

The Topeka Performing Arts Center under VenuWorks' management has experienced success and has had several profitable years. VenuWorks was instrumental in securing a Shuttered Venues Operating Grant (SVOG) and Employee Retention Tax Credit (ERTC) from the Federal Small Business Administration coming out of the COVID pandemic, for which most municipalities or larger private management companies were not eligible. Following is the financial performance of the venue over the last several years:

Forecasting through the end of the calendar year shows that the current YTD loss of \$(64,505) will be partially made up by a combination of success with shows remaining in the last quarter, salary reduction due to the Executive Director absence and departure of the Administrative Assistant in September, and reductions in other expense categories.

Calendar Year 2025

The budget for calendar year 2025 has been formulated with several key factors:

- As of October, staff are projecting a budget deficit of over \$36,000 in the current FY year. Due to the program not making budget, the \$25,000 VenuWorks Employee bonus would not take effect, adjusting that deficit to about \$11,000. The construction and remodeling of several areas of the venue will still have an impact on next year's use and revenue of the facility. The budget proposed will show a \$66,397 shortfall reflecting the impact. This shortfall will be offset by approved use of the reserve at the onset.
- Launch of a presented season of 6 events in which the first 3 will be in the fall of 2025.
- Initiate a sponsorship program to support the presented season.
- Resume booking of event spaces affected by HVAC renovation in 2023 & 2024
- Adjustment of rental rates in renewed event spaces to reflect upgraded value.
- Renewed interest in TPAC by 3rd party promoters and event planners.
- Additional staffing hired and alignment to match current needs & support increase in event load.
- Necessary upgrades in equipment.
- Increase in Friends of TPAC Membership
- Additional programming and events produced by TPAC such as trade shows.

PROGRAMMING

Launch of a presented season. The Presenting program will be given a brand name that sits outside of the venue name, such as Topeka Live, TPAC Presents, TPAC Live. The goal is to bring more affordable experiences for the larger population and bring more activity into the downtown. The season will consist of 6 events. 3 focused towards family participation with very affordable ticket prices averaging between \$22-\$32/ticket. 3 focused towards a more adult music experience with affordable ticket prices averaging between \$28-\$38/ticket. The lowered average ticket price structure will be offset by a corporate sponsorship program. This relaunched effort to bring home grown presented events back to the venue will help increase participation levels in attendance, Friends of TPAC, donors, and downtown merchant sales.

VenuWorks has already booked several shows for the Spring of 2025 including:

- Dragons & Mythical Beasts February 25th
- Joe Gatto February 27th
- Who's Live Anyway April 1st
- Jerry Seinfeld April 18th
- Sesame Street Live April 23rd
- Several others in negotiations

Aggressively working to attract new touring acts that make financial sense for this market and venue size.

- VenuWorks Presents – Our continued partnership with VenuWorks has continued to bring in events that attract a variety of audiences: With shows such as, Rudolph The Red Nosed Reindeer, Lorrie Morgan, Chris Janson, Eddie Griffin
- Recent years of programming changes and successes have gained attention regionally and nationally from promoters such as Outback Concerts, Mammoth Productions, Live Nation, WME Presents and more.
- New Lower-Level Event Spaces – The new combined space of the “Blackbox Theatre & Dance Studio” will be a multi-use facility for rehearsals, small format theatrical performances, small concerts as well as banquet space with seating for 200+. We will work with small theatrical and comedy groups, Topeka Jazz Series, Senior Recitals, Traveling Exhibitions, Weddings/Receptions.

Friends of TPAC

- Friends of TPAC membership- a new membership structure with benefits that coincide with the new presenting series. Guaranteeing the value of the program with the 6 events, will increase participation.
- Brick Campaign – Currently “paused” for re-vamping/re-organizing, this campaign will relaunch with better direction and a clearer goal. Coordinate with the City of Topeka our exterior upgrade plans with the long-term plans of the COT.

Youth Programming

- Gingerbread Homes for the Holidays continues with a move in venue through partnership with West Ridge Mall, this move in 2024 looks to increase our brand awareness and expand our capacity nearly double. (Move necessary due to ongoing renovation)
- Schoolltime Theater - continues with success through partnerships with Kansas Ballet and Topeka Symphony with over 4,000 students in expected attendance.
- Sheffel Theater Clinic – currently paused due to lack of event space available with ongoing HVAC renovation. Plan to resume in fall of 2025.
- Playhouse Theater- currently paused due to lack of event space available with ongoing HVAC renovation. Plan to resume in fall of 2025.
- Young Artist of the Year Awards- The 2025 awards will kick off in Q4 of 2024 with date announce for registration deadline, awards to be presented in May of 2025. *Sponsorship needs to be confirmed by Q4 of 2024.*
- Master Classes – Plan a series of master classes to begin in summer of 2025. Possible areas: performance, comedy, event planning etc.

Rental Rates

Current 2024 rates see Addendum E.

Our commitment to forging partnerships and collaborations with other local presenting organizations and promoters will continue. Will continue to educate local event presenters in how to produce a sustainable event. Rental rates will remain constant for the remainder of FY24 and will be reviewed and updated in FY25 to reflect changes in general costs of business, adjustment to remain competitive. Although the number of inquiries for weddings and receptions increased this past year, we have had to turn away several dates as the reception areas cannot be used while the HVAC installation continues throughout the facility.

Food and Beverage/Catering

Hiring a new Manager with a focus on increasing sales, controlling costs

Further expand the self-serve options, continue elevated staffing to reduce wait times and encourage upselling. Offer more options at all events, weddings, banquets, and conferences. The addition of a dedicated F&B Manager will allow us to retain a greater percentage of revenue that is currently being paid to outside vendors. Additionally, there will be the opportunity to upsell hospitality service in the new event space, increasing revenue.

Sponsorship/Naming Rights

In conjunction with the newly presented season, a sponsorship program will be created with different levels of participation that reaches the larger population of Topeka businesses. A program built on shared levels that do not have exclusive benefits. This program focuses on partnerships rather than competition. Sponsors benefit from supporting programs that provide quality of life experiences for the greater Topeka residents and the residents bring about a positive Economic Impact for the downtown Topeka merchants.

Grant Opportunities

Identify available grants and apply!

- Safety & Security
- Equipment modernization
- Tourism
- Education
- Underserved communities

Other goals

- With the presenting series, marketing will be a major focus to announce the series brand and to garner excitement and interest in the new programming.

FY2025 BUDGET SUMMARY

Topeka Performing Arts Center	Approved Budget	Proposed
	2024 Budget	2025 Budget
Programming Revenue		
<i>Building Rent Revenue</i>	95,015	99,226
<i>Facility Fee Revenue/Rebates</i>	279,447	263,762
<i>Ticket Sales</i>	172,900	165,491
<i>Co-Pro Revenue</i>	22,950	16,450
<i>In-House Equipment Revenue</i>	29,902	22,500
<i>Reimbursed Wages Revenue</i>	186,963	151,762
<i>Reimbursed Outside Expense Revenue</i>	176,945	161,067
<i>Reimbursed Box Office Revenue</i>	16,134	12,275
<i>Event Advertising</i>	32,350	23,450
<i>Catering Revenue</i>	160,880	155,520
<i>Merchandise Revenue</i>	12,450	8,600
<i>Sponsorship Revenue</i>	96,500	102,200
Total Programming Revenue	1,282,436	1,182,303
Fundraising Revenue		
<i>Campaign Event Rev (ACL, GBHH, Tee-Pac)</i>	29,900	29,500
<i>Friends of TPAC, Donations</i>	109,500	22,317
Total Fundraising Revenue	139,400	51,817
Contributions and Grants Revenue		
<i>Naming Rights</i>	-	-
<i>Trusts & Endowments</i>	33,658	34,000
<i>Grants -</i>	-	-
<i>Visit Topeka - Transient Guest Tax</i>	-	-
Total Contributions & Grants Revenue	33,658	34,000
Other Revenue		
<i>Interest Revenue</i>	1,440	3,000
<i>Miscellaneous Income</i>	-	-
<i>In-Kind Goods & Services</i>	2,000	4,000
Total Other Revenue	3,440	7,000
<i>City Contribution - General Fund</i>	150,000	150,000
<i>City Fund - Capital Improvements</i>		
Total Revenue	1,608,934	1,425,120

Programming Expenses		
<i>Event staff</i>	107,808	114,072
<i>Taxes & Benefits (event staff)</i>	12,937	14,829
<i>Outside exp-Event</i>	533,262	403,080
<i>Box Office Expense</i>	14,039	13,929
<i>Event Advertising</i>	52,480	45,050
<i>Catering Expense - Event</i>	16,710	8,045
Total Programming Expenses	737,236	598,905
Fundraising Expense		
<i>Campaign Event Exp (GE, GBHH, Tee-Pac)</i>	9,300	9,000
<i>Fundraising / Development</i>	9,945	-
Total Fundraising Expense	19,245	9,000
Occupancy Expense		
<i>Telephone</i>	1,313	1,313
<i>Equipment R & M</i>	17,859	11,998
<i>Building R & M</i>	9,743	5,543
<i>Insurance</i>	31,436	49,169
Total Occupancy Expense	60,351	68,024
General and Administrative Expenses		
<i>Full time staff</i>	393,178	404,182
<i>Support staff (non-event)</i>	52,594	64,500
<i>Taxes & Benefits</i>	93,862	97,950
<i>Postage</i>	900	900
<i>Office supplies</i>	3,000	3,000
<i>Equipment Lease Expenses</i>	-	-
<i>Property taxes</i>	2,400	2,400
<i>Licenses</i>	330	340
<i>Subscriptions/Dues</i>	10,197	11,463
<i>Staff Recognition</i>	250	500
<i>Board Expenses</i>	256	780
<i>Volunteer Expense</i>	250	250
<i>Employee Training</i>	3,550	3,550
<i>Employee Recruitment & Relocation</i>	-	-
<i>Travel</i>	11,500	9,200
<i>Professional fees</i>	18,920	19,357
<i>Contract labor</i>	19,700	19,700
<i>Building Supplies</i>	13,596	12,600
<i>Equipment/uniforms</i>	20,020	22,885
<i>Advertising for TPAC</i>	18,400	21,150
<i>Computers - Software & Equip.</i>	262	300
<i>VenuWorks Management Fee</i>	54,000	60,000
<i>VenuWorks Commission</i>	14,005	13,684
<i>VenuWorks Incentive Bonus</i>	25,000	-
Total General & Administrative Expenses	756,171	772,308

Other Expenses		
<i>Banking fees/Bad Debt/CC Fees</i>	1,980	1,980
<i>Cash short/(over)</i>	-	-
<i>Interest Expense</i>	-	-
<i>UBIT Taxes</i>	-	-
<i>Miscellaneous Expense</i>	1,200	1,200
<i>Depreciation</i>	30,048	36,100
<i>In-Kind Goods & Services</i>	2,000	4,000
<i>(Gain) Loss on Disposal</i>	-	-
Total Other Expenses	35,228	43,280
Total Expenses	1,608,231	1,491,517
Net Income (Loss)	703	(66,397)
Reserves needed to offset loss		66,397
Net After Reserves		0

Explanation of significant changes:

Programming Revenue: Programming projections for outside use of the facility are in line with the actuals of 2024, along with the addition of the 1st three shows in the fall of the new presenting series.

Fundraising: The decrease compared to the 2024 budget is contributed by the pause on the Brick-by-Brick Campaign. The focus for 2025 will be to maintain contributions from our current Friends of TPAC and slightly increase the number of donors by having 4 events dedicated to our Friends.

Occupancy Expense: Equipment and Building Repairs and Maintenance (R&M) has decreased over the last several years due to purchasing newer equipment and staying on top of proper maintenance. To reflect this trend the 2025 budget decreases these line items compared to the 2024 budget. However, comparing to 2023 and 2024 YTD actual costs the 2025 budget includes an increase to account for market increases and the unknown. Insurance increased significantly in July 2024; although, current discussions do not reflect a significant increase next year we are projecting a 25% increase the 2025 budget as a precaution. Plan for the worst and hope for the best.

Personnel Expense: Full-time staff and support staff will increase by about 25% combined. This is due to the transition of a new Executive Director, the addition of a F&B Manger, and annual cost of living increases.

Other G&A Expense: The VenuWorks Incentive Bonus projections have been moved to the FT labor line item to accurately reflect staff bonuses. If there are any naming rights that occur in 2025 then this line item will reflect that percentage due to VenuWorks.

Programming Expense: Costs for the 2025 budget have been evaluated to better align with current costs and market trends. The current 2024 profit margin for programming revenue to expenses is 54% and we're conservatively projecting a profit margin of 48%.

Capital Program

Currently The City of Topeka (COT) is investing nearly \$30 million in the infrastructure of the joint use building that house city offices, municipal court and TPAC. This includes the replacement of the entire HVAC system as well as many structural and mechanical repairs. Throughout this project often TPAC operations are affected by reduced room occupancies, unusable event spaces, displaced administrative and event staff. The final result will be working climate controls, improved air quality to all spaces, and a much healthier environment for staff and patrons as mitigation of mold and asbestos are completed.

The HVAC renovation with the additional funds provided by the city of Topeka will allow for reconfiguration of the lower-level spaces and upgrades in other spaces throughout the facility.

- Combine the Blackbox and Dance studio spaces to create a larger multi-functional event space
- Removal of mirrors from the columns in the Festival Hall
- Upgraded lighting
- AV rough ins for event needs and future enhancements
- Upgraded meeting spaces with modern amenities
- Star Dressing room reconfiguration

Topeka Performing Arts Center

	Actual	Actual	Actual	Actual	Actual	Actual	Approved	YTD Actual	2024 Year End Projections	Fin/Exec. Approved
	Jan - Dec 18	Jan - Dec 19	Jan - Dec 20 Pandemic	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23	2024 Budget	Jan - Sep 24	as of 10/25/24	2025 Budget
Programming Revenue										
<i>Building Rent Revenue</i>	55,978	65,179	28,561	76,271	96,930	97,971	95,015	62,542	82,409	99,226
<i>Facility Fee Revenue/Rebates</i>	90,733	170,784	21,337	103,957	168,842	155,620	279,447	100,061	179,492	263,762
<i>Ticket Sales</i>	(15,739)	21,875	2,502	878	85,216	128,924	172,900	-	96,800	165,491
<i>Co-Pro Revenue</i>	8,185	41,162	8,127	14,390	20,539	18,202	22,950	7,854	26,104	16,450
<i>In-House Equipment Revenue</i>	16,420	8,227	3,230	11,957	26,604	26,755	29,902	21,082	25,542	22,500
<i>Reimbursed Wages Revenue</i>	115,923	131,449	51,251	163,122	142,551	151,328	186,963	93,924	127,108	151,762
<i>Reimbursed Outside Expense Revenue</i>	112,567	200,602	68,413	38,414	150,788	125,083	176,945	99,183	155,048	161,067
<i>Reimbursed Box Office Revenue</i>	7,139	12,915	1,671	5,533	5,573	7,291	16,134	8,997	12,780	12,275
<i>Event Advertising</i>	43,987	25,445	10,716	10,583	19,468	14,030	32,350	6,553	9,958	23,450
<i>Catering Revenue</i>	73,924	84,134	6,318	51,522	97,620	107,827	160,880	75,971	115,607	155,520
<i>Merchandise Revenue</i>	4,773	14,506	-	3,525	7,288	6,273	12,450	4,330	10,289	8,600
<i>Sponsorship Revenue</i>	56,948	53,250	34,651	19,310	58,750	118,850	96,500	1,764	35,764	102,200
Total Programming Revenue	570,839	829,526	236,778	499,462	880,169	958,152	1,282,436	482,262	876,900	1,182,303
Fundraising Revenue										
<i>Campaign Event Rev (ACL, GBHH, Tee-Pac)</i>	179,126	46,209	17,875	67,349	28,934	21,349	29,900	8,350	21,650	29,500
<i>Friends of TPAC, Donations</i>	25,958	43,769	47,534	22,865	28,744	17,646	109,500	11,174	16,174	22,317
Total Fundraising Revenue	205,083	89,978	65,409	90,213	57,678	38,994	139,400	19,524	37,824	51,817
Contributions and Grants Revenue										
<i>Naming Rights</i>	-	-	-	-	-	-	-	-	-	-
<i>Trusts & Endowments (Actual adj. for CMV)</i>	(56,295)	123,567	64,899	120,386	(112,289)	101,872	33,658	35,270	35,270	34,000
<i>Grants -</i>	-	-	179,315	396,309	2,500	114,397	-	6,911	6,911	-
<i>Visit Topeka - Transient Guest Tax</i>	5,000	7,500	-	-	-	-	-	-	-	-
Total Contributions & Grants Revenue	(51,295)	131,067	244,214	516,695	(109,789)	216,269	33,658	42,181	42,181	34,000
Other Revenue										
<i>Interest Revenue</i>	35	16	210	299	588	1,644	1,440	2,934	3,294	3,000
<i>Miscellaneous Income</i>	3,172	28,897	183	6,978	6,132	1,670	-	3,479	3,479	-
<i>In-Kind Goods & Services</i>	-	14,162	755	1,732	126	981	2,000	1,900	2,700	4,000
Total Other Revenue	3,207	43,074	1,148	9,009	6,846	4,296	3,440	8,313	9,473	7,000
<i>City Contribution - General Fund</i>	150,000	150,000	150,000	150,000	150,000	150,000	150,000	112,500	150,000	150,000
<i>City Fund - Capital Improvements</i>					250,000			-		
Total Revenue	877,834	1,243,645	697,548	1,265,380	1,234,905	1,367,711	1,608,934	664,780	1,116,377	1,425,120

Topeka Performing Arts Center

	Actual	Actual	Actual	Actual	Actual	Actual	Approved	YTD Actual	2024 Year End Projections	Fin/Exec. Approved
	Jan - Dec 18	Jan - Dec 19	Jan - Dec 20 Pandemic	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23	2024 Budget	Jan - Sep 24	as of 10/25/24	2025 Budget
Programming Expenses										
<i>Event staff</i>	80,767	102,074	25,523	61,115	60,377	76,603	107,808	50,661	77,400	114,072
<i>Taxes & Benefits (event staff)</i>	-	11,490	2,758	8,293	7,193	8,819	12,937	6,515	9,724	14,829
<i>Outside exp-Event</i>	180,461	359,333	88,102	105,002	361,788	419,232	533,262	147,665	325,622	403,080
<i>Box Office Expense</i>	5,365	7,492	1,605	3,438	5,158	6,297	14,039	6,546	9,709	13,329
<i>Event Advertising</i>	43,675	24,960	8,255	7,696	25,792	30,739	52,480	8,027	26,462	45,550
<i>Catering Expense - Event</i>	24,559	7,185	971	5,519	12,100	15,214	16,710	1,983	6,814	8,045
Total Programming Expenses	334,827	512,534	127,213	191,062	472,407	556,903	737,236	221,397	455,731	598,905
Fundraising Expense										
<i>Campaign Event Exp (GE, GBHH, Tee-Pac)</i>	83,452	21,438	-	38,504	8,230	6,357	9,300	1,908	8,958	9,000
<i>Fundraising / Development</i>	3,990	40,438	18,588	12	4,055	-	9,945	-	-	-
Total Fundraising Expense	87,442	61,876	18,588	38,516	12,285	6,357	19,245	1,908	8,958	9,000
Occupancy Expense										
<i>Telephone</i>	8,570	9,983	6,959	2,920	2,634	1,417	1,313	985	1,313	1,313
<i>Equipment R & M</i>	9,530	10,063	4,173	7,722	9,620	9,170	17,859	4,936	9,401	11,998
<i>Building R & M</i>	13,231	7,466	1,932	2,008	5,075	2,860	9,743	629	3,065	5,543
<i>Insurance</i>	16,933	19,287	17,326	16,102	19,592	28,264	31,436	27,516	35,159	49,169
Total Occupancy Expense	48,265	46,798	30,390	28,752	36,920	41,710	60,351	34,067	48,938	68,024

Topeka Performing Arts Center

	Actual	Actual	Actual	Actual	Actual	Actual	Approved	YTD Actual	2024 Year End Projections	Fin/Exec. Approved
	Jan - Dec 18	Jan - Dec 19	Jan - Dec 20 Pandemic	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23	2024 Budget	Jan - Sep 24	as of 10/25/24	2025 Budget
General and Administrative Expenses										
Full time staff	313,124	329,479	264,025	256,282	291,388	360,372	393,178	234,791	311,437	404,182
Support staff (non event)	24,519	11,244	36,219	20,335	37,077	38,140	52,594	35,863	49,012	64,500
Taxes & Benefits	73,332	67,640	56,444	63,074	76,809	77,395	93,862	57,570	76,273	97,950
Postage	1,731	1,014	385	282	392	875	900	377	602	900
Office supplies	5,782	7,461	1,832	2,769	3,884	2,428	3,000	1,778	2,528	3,000
Equipment Lease Expenses	6,496	17,505	11,170	7,473	3,028	2,780	-	-	-	-
Property taxes	2,332	2,273	2,830	1,860	1,980	1,420	2,400	1,800	2,400	2,400
Licenses	1,430	230	230	190	203	255	330	190	225	340
Subscriptions/Dues	6,313	5,460	4,600	4,926	5,552	8,013	10,197	7,509	9,759	13,153
Staff Recognition	-	48	-	-	40	-	250	-	-	500
Board Expenses	96	158	91	432	570	222	256	529	568	780
Volunteer Expense	-	1,134	6	-	69	555	250	-	-	250
Employee Training	3,023	1,299	-	84	-	-	3,550	-	-	3,550
Employee Recruitment & Relocation	-	-	-	-	1,130	6,838	-	159	159	-
Travel	4,140	6,912	615	940	8,804	12,639	11,500	2,297	3,297	11,200
Professional fees	24,580	44,445	13,429	7,373	15,299	16,084	18,920	11,765	16,221	19,284
Contract labor	1,229	34,226	3,565	10,388	15,917	11,467	19,700	1,948	6,948	19,700
Building Supplies	2,333	9,544	5,011	6,873	12,248	12,712	13,596	10,372	13,546	12,600
Equipment/uniforms	847	1,683	1,425	2,370	2,290	679	20,020	2,542	7,052	22,885
Advertising for TPAC	15,431	6,868	3,959	3,093	10,585	12,282	18,400	6,773	10,123	21,150
Computers - Software & Equip.	19,669	10,127	12,009	10,200	3,348	262	262	197	262	300
VenuWorks Management Fee	30,000	36,000	16,000	9,000	9,000	48,000	54,000	40,500	54,000	60,000
VenuWorks Commission	-	-	362	-	-	-	14,005	7,016	10,470	13,684
VenuWorks Incentive Bonus	-	-	-	-	-	-	25,000	18,750	25,000	-
Total General & Administrative Expenses	536,407	594,748	434,206	407,942	499,613	613,417	756,171	442,725	599,881	772,308
Other Expenses										
Banking fees/Bad Debt/CC Fees	4,267	1,318	1,318	1,362	3,508	1,596	1,980	1,185	1,680	1,980
Cash short/(over)	(188)	1,827	-	22	8	126	-	0	0	-
Interest Expense	-	26	-	-	-	-	-	-	-	-
UBIT Taxes	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	1,024	548	108	1,171	826	4,693	1,200	2	302	1,200
Depreciation	3,844	3,320	2,991	4,430	9,798	34,801	30,048	26,101	34,801	36,100
In-Kind Goods & Services	-	14,162	755	1,732	126	981	2,000	1,900	2,700	4,000
(Gain) Loss on Disposal	-	-	209	-	-	-	-	-	-	-
Total Other Expenses	8,947	21,200	5,380	8,717	14,266	42,198	35,228	29,188	39,483	43,280
Total Expenses	1,015,888	1,237,156	615,778	674,989	1,035,492	1,260,585	1,608,231	729,285	1,152,992	1,491,517
Net Income (Loss)	(138,054)	6,489	81,770	590,391	199,413	107,126	703	(64,505)	(36,615)	(66,397)
Reserves needed to offset loss										66,397
Net After Reserves										-
Trust Market Value Adj.	(97,002)	86,638	25,992	78,579	(154,177)	64,791				
Net w/out Trust Market Adj.	(41,052)	(80,149)	55,778	511,812	45,236	42,335				
Grants			179,315	396,309	2,500	114,397				
City Fund - Capital Improvements					250,000					
Net w/out Trust Market Adj., Grants, & City Fund Cap. Improv.			(123,537)	115,503	(207,264)	(72,062)				

Topeka Performing Arts Center Actual vs. Budget Comparison	Actual	Actual	Actual	Actual	Actual	Actual	Approved	YTD Actual	Projections as of 10/25/24	Fin/Exec. Approved
	Jan - Dec 18	Jan - Dec 19	Jan - Dec 20 Pandemic	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23	2024 Budget	Jan - Sep 24	2024	2025 Budget
Programming										
Programming Revenue	570,839	829,526	236,778	499,462	880,169	958,152	1,282,436	482,262	876,900	1,182,303
Programming Expenses	334,827	512,534	127,213	191,062	472,407	556,903	737,236	221,397	455,731	598,905
Programming - Net	236,011	316,992	109,564	308,400	407,762	401,248	545,200	260,865	421,168	583,398
	41.34%	38.21%	46.27%	61.75%	46.33%	41.88%	42.51%	54.09%	48.03%	49.34%
Fundraising										
Fundraising Revenue	205,083	89,978	65,409	90,213	57,678	38,994	139,400	19,524	37,824	51,817
Fundraising Expense	87,442	61,876	18,588	38,516	12,285	6,357	19,245	1,908	8,958	9,000
Fundraising - Net	117,642	28,102	46,821	51,697	45,393	32,638	120,155	17,616	28,866	42,817
Trusts & Endowments										
Naming Rights	(56,295)	123,567	64,899	120,386	(112,289)	101,872	33,658	35,270	35,270	34,000
Grants	-	-	-	-	-	-	-	-	-	-
City Contribution - Transient Guest Tax	-	-	179,315	396,309	2,500	114,397	-	6,911	6,911	-
Contributions & Grants Revenue	5,000	7,500	-	-	-	-	-	-	-	-
Other Revenue	(51,295)	131,067	244,214	516,695	(109,789)	216,269	33,658	42,181	42,181	34,000
Total Net Revenue	3,207	43,074	1,148	9,009	6,846	4,296	3,440	8,313	9,473	7,000
Total Net Revenue	305,565	519,235	401,747	885,802	350,212	654,451	702,453	328,975	501,688	667,215
Occupancy Expense	48,265	46,798	30,390	28,752	36,920	41,710	60,351	34,067	48,938	68,024
General and Administrative Expenses	536,407	594,748	434,206	407,942	499,613	613,417	756,171	442,725	599,881	772,308
Other Expenses	8,947	21,200	5,380	8,717	14,266	42,198	35,228	29,188	39,483	43,280
Total Expenses	593,619	662,747	469,977	445,411	550,799	697,325	851,750	505,980	688,303	883,612
Net Margin(Loss)	(288,054)	(143,511)	(68,230)	440,391	(200,587)	(42,874)	(149,297)	(177,005)	(186,615)	(216,397)
City Contribution	150,000	150,000	150,000	150,000	150,000	150,000	150,000	112,500	150,000	150,000
City Fund - Capital Improvements					250,000					
Net Income (Loss)	(138,054)	6,489	81,770	590,391	199,413	107,126	703	(64,505)	(36,615)	(66,397)
<i>Trust Market Value Adj.</i>	(97,002)	86,638	25,992	78,579	(154,177)	64,791				
Net w/out Trust Market Adj.	(41,052)	(80,149)	55,778	511,812	45,236	42,335				
<i>Grants</i>			179,315	396,309	2,500	114,397				
<i>City Fund - Capital Improvements</i>					250,000					
Net w/out Trust Market Adj., Grants, & City Fund Cap. Improv.			(123,537)	115,503	(207,264)	(72,062)				

TOPEKA PERFORMING ARTS CENTER AGENDA REPORT

MEETING DATE: DECEMBER 5, 2024

PREPARED BY: Daniel Kays, Executive Director

SUBJECT:

Topeka Performing Arts Center Fiscal Year 2025 Budget Presentation and City Contract

RECOMMENDATION:

Presentation for discussion

PRIOR CITY COUNCIL ACTION:

On August 13, 2024 Approved:

1. Shift CIP Spending of \$100,000 from 2029-2033 to 2024 Approval (9-0)

PRIOR TPAC COMMITTEE AND BOARD ACTION:

- FINANCE/EXECUTIVE COMMITTEE
 - Approve Fiscal Year 2025 Budget to move forward for Full Board ratification on November 22, 2024
- TPAC BOARD
 - Approved City and TPAC contract 2025-2026 Approval (11-0 Absent from vote 5)
 - As of this report filed, November 22, 2024 Board will vote on the FY2025 budget

STATEMENT ON SUBJECT:

The TPAC Fiscal Year 2025 Budget reflects a year of flexibility and new direction. Given the major facility upgrades throughout and the continual shifting of resources and room availabilities, TPAC continues to provide service and programming to the community. This budget reflects the challenges to keep the building functioning, while realizing there are limitations on what we can confidently expect.

TPAC is taking this opportunity to launch into the presenting world once again. TPAC will be presenting 6 shows in the next season from September 2025 to April of 2026. The first 3 events of the season are reflected in the approved budget being presented. The goal is to provide quality experiences at affordable prices. There are too many in our community that cannot afford to come more than once a season. We want to be a part of the downtown revitalization by being a magnet to the center. Quality and affordable programs allow more of the Topekan population to participate multiple times throughout the year. To do this, it will require renewed efforts and partnerships with the greater business community and rebuilding our volunteer and donor base of support.

BUDGET ADJUSTMENT: N/A

FISCAL IMPACT: N/A

EXHIBITS: 2025 Budget and Business and Marketing Plan



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: Randy Phillips, Topeka Fire Chief **DOCUMENT #:**
SECOND PARTY/SUBJECT: American Medical Response (AMR) **PROJECT #:**
CATEGORY/SUBCATEGORY: 013 Ordinances - Codified / 160 Franchises
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION concerning a nonexclusive franchise to American Medical Response to operate an ambulance service within the City of Topeka until December 31, 2025.

(Approval would renew the AMR franchise for 2025.)

VOTING REQUIREMENTS:

Discussion only. At least six votes of the Governing Body

POLICY ISSUE:

Whether to continue the ambulance franchise with AMR for 2025.

STAFF RECOMMENDATION:

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

BACKGROUND:

Shawnee County contracts with AMR to provide ambulance services to the county, including the City of Topeka. City ordinance requires an ambulance franchise in order to provide services.

BUDGETARY IMPACT:

\$275 Ambulance Vehicle Fee. AMR has 15 licensed vehicles.
\$1500 Franchise Application Fee

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

1 (Published in the Topeka Metro News _____)
2

3 ORDINANCE NO. _____
4

5 AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, providing for a
6 nonexclusive franchise to American Medical Response to operate an
7 ambulance service within the City of Topeka until December 31,
8 2025, and replacing the franchise ordinance codified at City Code
9 Appendix B, Article XI that will expire December 31, 2024.
10

11 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:
12

13 **Section 1. Authority.**

14 This franchise ordinance is passed and approved by the Governing Body of the
15 City of Topeka, Kansas, and enacted pursuant to K.S.A. 12-2001 and the authority found
16 and provided for in Chapter 5.25 TMC.

17 **Section 2. Satisfactory qualifications.**

18 The Governing Body of the City of Topeka, Kansas, has considered the legal,
19 character, financial, and other qualifications of the applicant and has found Medevac
20 MidAmerica, Inc., doing business as American Medical Response, hereinafter "AMR," to
21 be qualified in all respects to own, maintain and operate an ambulance service in the City
22 of Topeka, Kansas, hereinafter "City." The Governing Body of the City of Topeka finds
23 that public convenience will be promoted and public necessity requires such ambulance
24 service under the terms and provisions of Chapter 5.25 TMC.

25 **Section 3. Service.**

26 The maintenance and operation of an ambulance service by AMR in the City shall
27 be in accordance with these terms and conditions and performance standards set forth in
28 the current ambulance service contract entered into by AMR and the Board of County
29 Commissioners of Shawnee County, Kansas. Said contract is identified as Shawnee
30 County Contract C207-2016. In addition, AMR agrees to provide to the City Manager of

31 the City copies of documents which are required to be filed pursuant to Shawnee County
32 Contract C207-2016.

33 In the event that AMR intends to work toward implementing a community
34 paramedicine program/service, it is the goal of AMR and Topeka Fire Department,
35 hereafter "TFD," to jointly participate and collaborate in such implementation.

36 **Section 4. Franchise grant.**

37 Pursuant to the provisions of TMC 5.25.040, a nonexclusive franchise is granted
38 to AMR to own, maintain, and operate an ambulance service within the City. Said
39 nonexclusive franchise is granted through and including December 31, ~~2024~~2025, and
40 shall vest all rights, privileges and immunities of an ambulance service franchise with
41 AMR; however, said nonexclusive franchise shall be subject to and conditioned upon all
42 of the terms, duties and obligations found in the laws of the State of Kansas, Chapter 5.25
43 TMC, and this franchise ordinance.

44 **Section 5. Payments to the City.**

45 Consideration for the rights, privileges, and immunities granted to AMR includes
46 the benefits to be derived by the citizens of the City of Topeka from the maintenance and
47 operation of an ambulance service under the terms and conditions of this franchise
48 ordinance.

49 (a) The ambulance service franchise application fee prescribed by TMC 5.10.040
50 has been paid to the City Clerk.

51 (b) On or before January 1st of each year within the term of this franchise
52 ordinance, the fee set forth in TMC 5.10.040(c) for each ambulance to be renewed is due.

53 (c) On or before April 1st of each year within the term of this franchise ordinance,
54 the fees set forth in TMC 5.10.040(b) are due, including the business fee and an

55 ambulance fee for each new AMR ambulance in operation in the City. An ambulance fee
56 for each additional ambulance placed into operation after the initial fee payment is due at
57 the time the additional ambulance is licensed.

58 (ed) Within 30 days of the presentation of an invoice to AMR by the City, AMR
59 shall make payments to the City Treasurer for the following types of assistance:

60 (1) For each TFD response to AMR's request for a nonemergency lift
61 assist of any patient due to the patient's weight, AMR shall pay a fee of
62 ~~\$200.00~~250.00 per transport. For purposes of this subsection, "nonemergency"
63 means any request that was not initiated by a 911 call. Any time that such fee is
64 incurred, TFD shall make written request for payment that includes the date,
65 address, and TFD incident number. Upon receipt of the invoice AMR will process
66 the request per AMR AP policy of net 45 days.

67 **Section 6. Other AMR responsibilities.**

68 (a) Upon written request from the Fire Chief, the Chief of EMS, or their designees,
69 AMR shall provide certain material data elements to calls within Contract Zone 1. These
70 data elements include ALS/BLS response, response times, unit and triage. AMR shall
71 respond to such requests within 30 days. Failure to provide the requested information
72 within 30 days shall result in a penalty of \$100.00 per week until the information is
73 provided. If a request is for material data elements that are not typically included in reports
74 generated pursuant to Shawnee County Contract C207-2016 as it relates to calls within
75 Contract Zone 1 needs additional time beyond 30 days to respond to such request, AMR
76 may request additional time before the initial 30 days expire, the amount of which to be
77 agreed upon by the parties. TFD agrees that any cost associated with the development
78 of a new report that is not currently available will be reimbursed to AMR if such report can

79 be developed; provided, that AMR first provides TFD a written estimate of the associated
80 costs and obtains approval from TFD. AMR's response time will be stayed while TFD
81 reviews such estimates.

82 (b) AMR and the Fire Chief, the Chief of EMS and/or their designees shall meet
83 no less than monthly for call review and quality assurance/improvement of selected calls
84 to include, but not be limited to, severe trauma, cardiac arrest, or similar types of calls
85 occurring in the City of Topeka limits. The intent is to look at the entirety of the call for
86 improvements to address training, equipment needs and general system improvements.

87 (c) AMR agrees to provide notification through the County Protocol Committee to
88 the Fire Chief and Chief of EMS concerning anticipated or desired changes to protocol,
89 equipment, or medications that are not a result of national supply shortage or emergency.
90 Further, AMR agrees that all proposed protocol changes that are not a result of a national
91 supply shortage or emergency will be submitted for review to the County Protocol
92 Committee prior to submission to the Medical Director. After submission to the Medical
93 Director, the Fire Chief, Chief of EMS and/or their County Protocol Committee member
94 shall be given the opportunity to attend meetings to discuss proposed protocol changes
95 in the event the Medical Director changes the proposed protocols submitted to him/her.
96 Notice of such meeting shall be provided as soon as reasonable based on the schedule
97 of the Medical Director.

98 (d) Upon reasonable request and subject to available resources, AMR agrees to
99 respond and provide a stand-by/posted advanced life support ambulance upon request
100 of the Fire Chief or designees when there is reason to believe a life-threatening public
101 emergency presently exists to include fire, rescue and hazmat incidents. TFD agrees to

102 release ambulance as soon as possible when the life-threatening public emergency no
103 longer exists.

104 (e) In January of each calendar year, AMR shall provide copies of all written
105 mutual aid agreements for ambulance service in the City of Topeka or provide written
106 notice that no such agreements exist. Failure to submit this information by the last
107 business day in January shall result in a penalty of \$100.00 per day until submitted.

108 (f) AMR agrees to the use of designated dispatch radio channels for EMS
109 operations within the City of Topeka. Further, AMR agrees that AMR units and dispatch
110 are responsible for monitoring the designated channel while on scene.

111 (g) AMR will pursue an option if available to provide TFD command staff
112 designated by the Fire Chief with access to view the availability of all on-duty AMR units
113 in real time. If there is cost directly associated with the development, implementation or
114 annual maintenance of this request, AMR will provide TFD a written estimated of the
115 expense to seek approval for the reimbursement of this request. TFD agrees that any
116 party with access to this system may be required to complete initial and annual training
117 as deemed reasonably appropriate by AMR compliance or other regulatory department
118 and consistent with such trainings required of AMR staff with similar view access. Failure
119 of those individuals to complete training will result in revocation of rights and privileges to
120 view the data.

121 **Section 7. Insurance.**

122 Upon the effective date of this franchise ordinance, AMR shall file with the City
123 Clerk an insurance policy as required by TMC 5.25.140 and the same shall be approved
124 as to form by the City Attorney's office. During the term of this franchise ordinance, AMR
125 shall maintain paid insurance coverage according to TMC 5.25.140.

126 **Section 8. Acceptance by AMR.**

127 Operation of an ambulance service within the City by AMR on or after the effective
128 date of this franchise ordinance constitutes acceptance of the provisions of the franchise
129 ordinance.

130 **Section 9. Remedies of City.**

131 Nothing herein shall limit or preclude the City from seeking remedies at law or in
132 equity in a court of competent jurisdiction for any violation by AMR of the laws of the State
133 of Kansas or any ordinance of the City.

134 **Section 10. Forfeiture.**

135 Any material and substantial fraud, misrepresentation or default of the terms,
136 duties and obligations imposed upon AMR by the laws of the State of Kansas, Chapter
137 5.25 TMC or by this franchise ordinance shall constitute grounds for forfeiture of this
138 nonexclusive franchise ordinance. The City shall notify AMR in writing of any allegation
139 of a material and substantial fraud, misrepresentation or default and shall hold a public
140 hearing before the Governing Body of the City of Topeka on the merits of such allegations.
141 Said public hearing shall be held within 30 days after the notification to AMR and shall be
142 adjudicative in character but shall not bar the rights of any parties to pursue judicial
143 review. Within 10 days following the conclusion of such hearing, the Governing Body of
144 the City of Topeka shall act with respect to such forfeiture and shall submit a written
145 statement to AMR. This franchise ordinance shall not be forfeited unless the Governing
146 Body of the City of Topeka finds that there has been a material and substantial fraud,
147 misrepresentation or default on the part of AMR so as to justify a forfeiture. In such case
148 a notice of forfeiture shall be provided to AMR. In the event this franchise ordinance is
149 forfeited, AMR shall, within 180 days of its receipt of notice of forfeiture, cease operation

150 of an ambulance service hereunder.

151 **Section 11. Surrender.**

152 If, during the term of this franchise ordinance, AMR does not earn a fair rate of
153 return upon the value of property used and useful in providing such ambulance service
154 for a period of six months; and it is determined by AMR that it would not be practical,
155 possible or in the public interest to cure the deficiency by an increase in rates and/or a
156 reduction in service; and AMR has complied with all applicable procedures as prescribed
157 by the Board of County Commissioners of Shawnee County, Kansas including the giving
158 of notice of surrender to the City; then AMR upon 180 days' written notice to the City Clerk
159 may elect to surrender this franchise ordinance and cease operation of the ambulance
160 service hereunder. "Fair rate of return" means receipt of revenues for patient charges and
161 public funds, if any, to include the sum of operating costs, depreciation reserves, growth
162 and development costs and management fees.

163 **Section 12. Transfer.**

164 Only upon written approval of the Governing Body of the City of Topeka may the
165 rights and obligations of AMR, pursuant to this franchise ordinance, be transferred to a
166 person meeting the requirements for an ambulance service, as determined by the laws
167 and regulations of the State and the City at the time of the contemplated transfer. Any
168 approved transferee shall, without limitation, assume all the duties and obligations of AMR
169 and AMR shall be released of all future rights, duties, and obligations arising from this
170 franchise ordinance.

171 **Section 13. Hold harmless.**

172 AMR shall hold the City harmless for all liability, damages, costs and expenses of
173 every kind for the payment of which the City may become liable to any person by reason

174 of the rights and privileges herein granted and, if any action either at law or in equity be
175 brought against the City for damages or for any cost to the City for any fault of AMR, its
176 servants, agents, or employees, in the operation of its ambulance service, AMR shall pay
177 all costs, damages and expenses including costs of defense for which the City may be
178 held liable.

179 **Section 14. Re-openers**

180 In the event that Shawnee County Contract C207-2016 is materially and
181 substantively amended or replaced by a new contract that is materially and substantively
182 different, AMR and the City may mutually agree to re-open this franchise ordinance before
183 the December 31, ~~2024~~2025, expiration date.

184 **Section 15. Effective date.**

185 This franchise ordinance shall take effect and be in force from January 1,
186 ~~2024~~2025, and after its passage, approval and publication in the official City newspaper
187 in the manner prescribed by law, and shall be binding upon AMR upon the conditions set
188 forth herein.

189 PASSED AND APPROVED by the Governing Body on _____.

190 CITY OF TOPEKA, KANSAS

191 _____
192 Michael A. Padilla, Mayor
193
194
195

196 ATTEST:
197 _____
198 Brenda Younger, City Clerk
199
200
201
202



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
December 3, 2024

DATE: December 3, 2024
CONTACT PERSON: **DOCUMENT #:**
SECOND PARTY/SUBJECT: Public Comment **PROJECT #:**
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Governing Body Rule 5.5

(c) **Public Comment on a specific agenda item:** Comments from members of the public concerning a specific agenda item will be heard at the time the item is considered. Persons will be limited to addressing the governing body one (1) time on a particular matter unless otherwise allowed by a vote of six (6) or more members of the governing body.

(d) **General public comment:** Requests by members of the public to speak during the public comment portion of a regular governing body meeting will be placed on the agenda on a "first-come, first-served" basis. The request should state the name of the individual(s) desiring to be heard. Each such individual shall be limited to addressing the governing body one (1) time and his or her comments shall be limited to topics directly relevant to business of the governing body; provided however, that comments pertaining to personnel and litigation matters shall not be allowed.

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules 5.6 and 5.7, the following protocols for public comment apply:

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.
- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.

The following behavior will not be tolerated from any speaker:

- Uttering fighting words
- Slander
- Speeches invasive of the privacy of individuals (no mention of names) Unreasonably Loud Speech
- Repetitious Speech or Debate
- Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk atcclerk@topeka.org 215 SE 7th Street, Room 012B, Topeka, KS 66603 for attachment to the minutes.
- If you break any of the public comment rules, you will receive one warning from the Mayor. If you continue any prohibited behavior, you will be removed from the Zoom meeting room and will not be allowed to rejoin.
- Public comment is limited to four minutes. You may receive an extension at the discretion of the Governing Body. The timer will be visible to you in the 'City of Topeka Admin' window on the Zoom app. Call-in users will hear one beep when a minute is remaining and then another beep when time has expired.
- Please do not share the Zoom login information with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

BUDGETARY IMPACT:

SOURCE OF FUNDING: